22STUD06657
Electronically FILED by Superior Court of California, County of Los Angeles on 10/13/2022 11:14 AM Sherri R. Carter, Executive Officer/Clerk of Court, by A. Munoz,Deputy Clerk
Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Cheryl Nellon

UD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
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ATTORNEY FOR (*name*): Fox Normandie Apartments, LP

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Stanley Mosk Courthouse - Central District

PLAINTIFF: Fox Normandie Apartments, LP
DEFENDANT: Derrick L. Beverly, an individual
[X] DOES 1 TO 5

COMPLAINT—UNLAWFUL DETAINER*

[X] **COMPLAINT** [ ] **AMENDED COMPLAINT (Amendment Number):**

CASE NUMBER: 22STUD06657

Jurisdiction ***(check all that apply):***

[X] **ACTION IS A LIMITED CIVIL CASE**
Amount demanded [X] **does not exceed $10,000.**
[ ] **exceeds $10,000 but does not exceed $25,000.**
[ ] **ACTION IS AN UNLIMITED CIVIL CASE (amount demanded exceeds $25,000)**
[ ] **ACTION IS RECLASSIFIED by this amended complaint or cross-complaint** ***(check all that apply):***
[ ] **from unlawful detainer to general unlimited civil (possession not in issue).** [ ] **from limited to unlimited.**
[ ] **from unlawful detainer to general limited civil (possession not in issue).** [ ] **from unlimited to limited.**

1. *PLAINTIFF (name each):* Fox Normandie Apartments, LP

alleges causes of action against DEFENDANT (name each):

Derrick L. Beverly, an individual

2. a. Plaintiff is (1) [ ] an individual over the age of 18 years. (4) [X] a partnership.
(2) [ ] a public agency. (5) [ ] a corporation.
(3) [ ] other *(specify):*

b. [ ] Plaintiff has complied with the fictitious business name laws and is doing business under the fictitious name of *(specify):*

3. a. *The venue is the court named above because defendant named above is in possession of the premises located at (street address, apt. no., city, zip code, and county):*

[redacted]unty)

b. The premises in 3a are *(check one)*
(1) [✓] within the city limits of *(name of city):* Los Angeles
(2) [ ] within the unincorporated area of *(name of county):*

c. The premises in 3a were constructed in *(approximate year):*

4. Plaintiff's interest in the premises is [X] as owner [ ] other *(specify):*

5. The true names and capacities of defendants sued as Does are unknown to plaintiff.

* **NOTE:** Do not use this form for evictions after sale (Code Civ. Proc., § 1161a).

Form Approved for Optional Use
Judicial Council of California
UD–100 [Rev. September 1, 2020]

COMPLAINT—UNLAWFUL DETAINER

Civil Code, § 1940 et seq;.
Code of Civil Procedure, §§ 425.12, 1166
www.courts.ca.gov

PLAINTIFF: Fox Normandie Apartments, LP DEFENDANT: Derrick L. Beverly, an individual	CASE NUMBER:

6. a. On or about *(date):* 10/19/2017
defendant (name each):
Derrick L. Beverly, an individual
(1) agreed to rent the premises as a ☐ month-to-month tenancy ☒ other tenancy *(specify):* 1-Year Lease
(2) agreed to pay rent of $ 335.00 payable ☒ monthly ☐ other *(specify frequency):*
(3) agreed to pay rent on the ☒ first of the month ☐ other day *(specify):*
b. This ☒ written ☐ oral agreement was made with
(1) ☒ plaintiff. (3) ☐ plaintiff's predecessor in interest.
(2) ☐ plaintiff's agent. (4) ☐ Other *(specify):*
c. ☐ The defendants not named in item 6a are
(1) ☐ subtenants.
(2) ☐ assignees.
(3) ☐ Other *(specify):*
d. ☐ The agreement was later changed as follows *(specify):*

e. ☒ A copy of the written agreement, including any addenda or attachments that form the basis of this complaint, is attached and labeled Exhibit 1. *(Required for residential property, unless item 6f is checked. See Code Civ. Proc., § 1166.)*
f. ☐ *(For residential property)* A copy of the written agreement is **not** attached because *(specify reason):*
(1) ☐ *the written agreement is not in the possession of the landlord or the landlord's employees or agents.*
(2) ☐ *this action is solely for nonpayment of rent (Code Civ. Proc., § 1161(2)).*

7. The tenancy described in 6 *(complete (a) or (b))*
a. ☒ is **not** subject to the Tenant Protection Act of 2019 (Civil Code, § 1946.2). The specific subpart supporting why tenancy is exempt is *(specify):* Sections 1946.2(e)(9) and 1947.12(d)(1)
b. ☐ is subject to the Tenant Protection Act of 2019.

8. *(Complete only if item 7b is checked. Check all applicable boxes.)*
a. ☐ The tenancy was terminated for at-fault just cause (Civil Code, § 1946.2(b)(1)).
b. ☐ The tenancy was terminated for no-fault just cause (Civil Code, § 1946.2(b)(2)) and the plaintiff *(check one)*
(1) ☐ waived the payment of rent for the final month of the tenancy, before the rent came due, under section 1946.2(d)(2), in the amount of $.
(2) ☐ provided a direct payment of one month's rent under section 1946.2(d)(3), equaling $ to *(name each defendant and amount given to each)*:

c. ☐ Because defendant failed to vacate, plaintiff is seeking to recover the total amount in 8b as damages in this action.

9. a. ☒ Defendant *(name each):* Derrick L. Beverly, an individual
was served the following notice on the same date and in the same manner:
(1) ☐ 3-day notice to pay rent or quit
(2) ☒ 30-day notice to quit
(3) ☐ 60-day notice to quit
(4) ☐ 3-day notice to quit
(5) ☐ 3-day notice to perform covenants or quit *(not applicable if item 7b checked)*
(6) ☐ 3-day notice to quit under Civil Code, § 1946.2(c)
Prior required notice to perform covenants served *(date):* .
(7) ☐ Other *(specify):*
Prior required notice to perform covenants served (date):

PLAINTIFF: Fox Normandie Apartments, LP DEFENDANT: Derrick L. Beverly, an individual	CASE NUMBER:

9. b. (1) On *(date):* 09/15/2022 the period stated in the notice checked in 9a expired at the end of the day.
   (2) Defendants failed to comply with the requirements of the notice by that date.
   c. All facts stated in the notice are true.
   d. [X] The notice included an election of forfeiture.
   e. [X] A copy of the notice is attached and labeled Exhibit 2. *(Required for residential property. See Code Civ. Proc., § 1166. When Civil Code, § 1946.2(c), applies and two notices are required, provide copies of both.)*
   f. [ ] One or more defendants were served (1) with the prior required notice under Civil Code, § 1946.2(c), (2) with a different notice, (3) on a different date, or (4) in a different manner, as stated in Attachment 10c. *(Check item 10c and attach a statement providing the information required by items 9a–e and 10 for each defendant and notice.)*

10. a. [X] The notice in item 9a was served on the defendant named in item 9a as follows:
   (1) [X] By personally handing a copy to defendant on *(date):* 08/15/2022
   (2) [ ] By leaving a copy with *(name or description):* ,
   a person of suitable age and discretion, on *(date):* at defendant's
   [ ] residence [ ] business AND mailing a copy to defendant at defendant's place of residence
   on *(date):* because defendant cannot be found at defendant's residence or usual place of business.
   (3) [ ] By posting a copy on the premises on *(date):*
   [ ] AND giving a copy to a person found residing at the premises AND mailing a copy to defendant at the premises
   on *(date):*
   (a) [ ] because defendant's residence and usual place of business cannot be ascertained OR
   (b) [ ] because no person of suitable age or discretion can be found there.
   (4) [ ] *(Not for 3-day notice; see Civil Code, § 1946, before using)* By sending a copy by certified or registered mail addressed to defendant on *(date):*
   (5) [ ] *(Not for residential tenancies; see Civil Code, § 1953, before using)* In the manner specified in a written commercial lease between the parties
   b. [ ] *(Name):*
   was served on behalf of all defendants who signed a joint written rental agreement.
   c. [ ] *Information about service of notice on the defendants alleged in item 9f is stated in Attachment 10c.*
   d. [X] *Proof of service of the notice in item 9a is attached and labeled Exhibit 3.*

11. [ ] *Plaintiff demands possession from each defendant because of expiration of a fixed-term lease.*
12. [ ] *At the time the 3-day notice to pay rent or quit was served, the amount of* ***rent due*** *was* $
13. [X] *The fair rental value of the premises is* $ 11.16 per day.
14. [ ] *Defendant's continued possession is malicious, and plaintiff is entitled to statutory damages under Code of Civil Procedure section 1174(b). (State specific facts supporting a claim up to $600 in Attachment 14.)*
15. [ ] *A written agreement between the parties provides for attorney fees.*
16. [ ] *Defendant's tenancy is subject to the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):*

Plaintiff has met all applicable requirements of the ordinances.

17. [ ] *Other allegations are stated in Attachment 17.*
18. Plaintiff accepts the jurisdictional limit, if any, of the court.

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PLAINTIFF: Fox Normandie Apartments, LP DEFENDANT: Derrick L. Beverly, an individual	CASE NUMBER:

19. **PLAINTIFF REQUESTS**

a. possession of the premises.
b. costs incurred in this proceeding:
c. ☐ past-due rent of $
d. ☐ reasonable attorney fees.
e. ☒ forfeiture of the agreement.
f. ☐ damages in the amount of waived rent or relocation assistance as stated in item 8: $
g. ☒ damages at the rate stated in item 13 from *date:* 10/01/2022 for each day that defendants remain in possession through entry of judgment.
h. ☐ statutory damages up to $600 for the conduct alleged in item 14.
i. ☐ other *(specify):*

20. ☒ Number of pages attached *(specify):* 37

UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, §§ 6400–6415)

21. ☒ *(Complete in all cases.)* An unlawful detainer assistant ☒ did **not** ☐ did for compensation give advice or assistance with this form. (*If declarant has received **any** help or advice for pay from an unlawful detainer assistant, complete a–f.*)

a. Assistant's name:
b. Street address, city, and zip code:
c. Telephone no.:
d. County of registration:
e. Registration no.:
f. Expires on *(date):*

Date: 10/11/2022

Ada R. Cordero-Sacks, Esq.
(TYPE OR PRINT NAME)

[redacted]
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

VERIFICATION

(Use a different verification form if the verification is by an attorney or for a corporation or partnership.)

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10/11/2022

*** See Attached Verification ***
(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF)

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VERIFICATION FOR UNLAWFUL DETAINER ACTION

I, Belinda Hatcher declare:

_____[Sole Proprietor] I am the Plaintiff in this action.

__X__[Management Co./Agent] I am the agent of the plaintiff in this action and I have been expressly authorized by plaintiff to make this verification in plaintiff's behalf. I am employed by the plaintiff as property manager of the property which is the subject of this action and, as property manager, I have better knowledge of the facts relating to this complaint than the plaintiff.

_____[Corporation] I am one of the officers of the plaintiff corporation and I have been expressly authorized to make this verification on behave of the plaintiff. I am familiar with all of the facts relating to this complaint. For this reason, I am making this verification.

_____[General Partnership] I am one of the managing general partners of the plaintiff general partnership and I have been expressly authorized to make this verification on behalf of the plaintiff. I am familiar with all of the facts relating to this complaint. For this reason, I am making this verification.

_____[Limited Partnership] I am one of the managing general partners of the plaintiff limited partnership and I have been expressly authorized to make this verification on behalf of the plaintiff. I am familiar with all of the facts relating to this complaint. For this reason, I am making this verification.

_____[Limited Liability Company] I am one of the managing members of the plaintiff limited liability company and I have been expressly authorized to make this verification on behalf of the plaintiff. I am familiar with all of the facts relating to this complaint. For this reason, I am making this verification.

I have read the foregoing complaint and know the contents thereof and the same is true of my own knowledge except as to matters stated in the complaint on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Los Angeles, California, on 10/11/2022

[redacted]

Signature of Declarant

LEASE CONTRACT

Date of Lease Contract (when this Lease Contract is filled out): October 19, 2017

This is a binding document. Read carefully before signing.

Moving In -- General Information

1. Parties

This Lease Contract (sometimes referred to as the "Lease") is between *Tenant (list all people signing the Lease Contract):* Derrick L. Beverly

and *Owner*: FOX NORMANDIE APARTMENTS, L.P.

(name of dwelling or title holder). Tenant has agreed to rent Unit No [redacted] at [redacted]

(street address) in Los Angeles (city)/ California, 90005 (zip code) (the "Premises") for use as a private residence and as Tenant's primary place of residence only. The term "Tenant" refers to all Tenants listed above. The terms "Owner" refers to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from Owner's managers constitutes notice to or from Owner. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. Occupants

The dwelling shall be occupied only by members of Tenant's household consisting of 1 adults (including you, anyone over 18 years of age) and Ø children (anyone under 18 years of age) with the following names and ages:

Name	Date of Birth	Age
Derrick L. Beverly	[redacted]	[redacted]

No one else may occupy the dwelling. Tenant must inform Owner in writing and receive written approval from Owner prior to allowing another person to reside in the unit. Persons not listed above must not stay in the dwelling for more than 2 consecutive nights without Owner's prior written consent.

3. Lease Term

The initial term of the Lease Contract begins on the 19 day of October, 2017 (the "Commencement Date"), and ends at midnight the 31 day of October, 2018 [first (1st) anniversary of the Commencement Date or the last day of the calendar month in which the first (1st) anniversary of the Commencement Date occurs]. THIS LEASE CONTRACT WILL AUTOMATICALLY RENEW MONTH-TO-MONTH UNLESS EITHER PARTY GIVES AT LEAST 30 DAYS WRITTEN NOTICE OF TERMINATION OR INTENT TO MOVE-OUT AS REQUIRED BY PARAGRAPH 41. If Tenant provides the foregoing notice of termination but fails to give the full 30 days' prior written notice, Tenant shall be liable for monthly rent through and including the end of the 30 days for which notice was required, or until the date that possession of the Premises is delivered to another Tenant, whichever comes first. Tenant shall vacate the premises no later than the effective date of any such termination, remove all personal property, and surrender the Premises to Owner in the same condition as when received by Tenant, ordinary wear and tear excepted.

4. Security Deposit

Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all Tenants in the dwelling is $ 480.00, due on or before the date this Lease Contract is signed in the form of a money order or cashier's check. The security deposit may not exceed 2 month's rent for an unfurnished dwelling, and 3 month's rent for a furnished dwelling. The security deposit may not exceed two and a half month's rent for an unfurnished dwelling, and three and a half month's rent for a furnished dwelling. See Paragraphs 45 and 46 for security deposit return information.

5. Regulations

This Lease Contract and occupancy of the Premises are governed by a combination of various public and private entities, including but not limited to, the Los Angeles Housing Department, the County of Los Angeles Community Development Commission, the Affordable Housing Program, the California Tax Credit Allocation Committee and/or the housing authorities of the County and City of Los Angeles. These regulations are referred to as the "Program" or "Regulations". If any terms of this Lease are inconsistent or in conflict with the Regulations, then the Regulations shall prevail.

6. Income Certification/Recertification Responsibilities And Timetables

Tenant acknowledges that Tenant's eligibility to occupy this unit/foregoing monthly rental rate is based on information that Tenant has provided to Owner regarding Tenant's household status, income and assets. Each year Tenant shall, within 30 days after Owner's written request, provide updated information regarding Tenant's household income and assets, on forms provided to Tenant by Owner. Submission of such information to Owner shall constitute Tenant's representation and warranty that all such information regarding household income and assets is true, complete, and correct to the best of Tenant's knowledge.

Tenant acknowledges and agrees that failure to provide such information, or providing false or misleading information, may result in the termination of Tenant's occupancy and eviction from the premises. If Tenant fails to provide the required information on time, Tenant shall be liable for any rental charges adjustment pursuant to Paragraph 10 below from the effective date of any applicable increase of Monthly Rent. Tenant acknowledges and agrees that all information supplied to Owner by Tenant shall be subject to inspection by representatives from the Programs.

Tenant shall immediately notify Owner in writing, at the address set forth below, if changes to Tenant's current household status occur. Such changes include, but are not limited to, changes in:

- Number or identity of household members
- Tenant's income or assets
- Tenant's full-time student status
- Tenant's need for a live-in attendant

Tenant represents and warrants to Owner that Tenant is either (A) eighteen 18 years of age or older or (B) a minor not under the care of a parent or guardian.

7. Keys and Furniture

Tenant will be provided 1 dwelling key(s), mailbox key(s), and 1 other access devices for _____. Tenant's dwelling will be *[check one]:* ☒ furnished or ☐ unfurnished, and, if furnished, will have the following fixtures, accessories, appliances and furniture:

[X] Stove/Oven	[__] Microwave	[X] Dresser
[X] Range Hood	[X] Dining Table	[X] Night Stand
[X] Refrigerator	[X] Chairs	[X] Window Blinds
[__] Dishwasher	[X] Bed & Mattress	

8. Accessible Feature Units

In the case that the Tenant will occupy a Handicap Accessible Unit and no member of the household requires the accessible features of the unit, Owner may request the Tenant to move to another comparably sized unit, at Owner's expense, when another tenant or applicant requests and qualifies for a Handicapped Accessible Unit. If the Tenant refuses to move, Owner may take action to require the Tenant to move.

9. Live-In Aides

a) A live-in aide is a person who resides with an elderly, handicapped or disabled person(s) who:
   i. is determined essential to the care and well-being of the person(s);
   ii. is not obligated for the financial support of the person(s); and

b) Tenant must provide a licensed physician's certificate that the live-in aide is essential to the care or wellbeing of the Tenant.
c) A relative may be a live-in aide but must meet all the requirements listed above.
d) A live-in aide qualifies for occupancy as a remaining household member.

10. Rent and Charges

Unless modified by addenda, Tenant will pay $ 335.00 per month for rent (the "Monthly Rent"), payable in advance and without demand:

☒ At the on-site manager's office, or

☐ At Owner's online payment site, or

☐ At _____

Prorated rent of $ 140.00 is due for the remainder of the *[check one]:*

☐ 1st month or ☒ 2nd month, on Nov. 1st, 2017.

Otherwise, Tenant must pay the Monthly Rent on or before the 1st day of each month and shall be deemed delinquent if not paid in full on or prior to the tenth (10th) day of the month. If the rent is deemed delinquent as provided in the immediately preceding sentence, Tenant will be obligated to pay to Owner a late charge of $25.00 for each payment not paid in full on or prior to the tenth (10th) day of the month in which such rent becomes due. Partial payments are unacceptable, and cash is not accepted. Tenant must not withhold or offset rent unless authorized by statute.

Tenant shall submit the first (1st) move-in installment of Monthly Rent in the form of a money order or cashier's check. Commencing with Tenant's second (2nd) installment of Monthly Rent, Tenant may pay installments of Monthly Rent by personal check thereafter. Owner may, at Owner's option, require at any time that Tenant pay all rent and other sums in certified or cashier's check, money order, or one monthly check rather than multiple checks. For each returned check or rejected electronic payment, Tenant will also pay a charge of an amount equal to the greater of (i) the total aggregate fees and charges incurred by Owner resulting from such returned check or (ii) $25.00. If this is the first occurrence, Tenant will be allowed to pay next month's rent via personal check; but if this is the second occurrence, Tenant's next six (6) months of rent payments will have to be in the form of Cashier's Check or Money Order; and if this is the third occurrence, the Owner reserves the right to commence eviction proceedings.

Owner shall adjust the Monthly Rent described in this section as provided by the Regulations, effective on HACLA of each year of the lease term. Owner shall give Tenant 30 days' written notice (or such greater prior notice as may be required by applicable law) prior to the effective date of any adjustment of the Monthly Rent. Owner and Tenant shall execute a Lease Amendment evidencing such adjustment of Monthly Rent.

effective date of any adjustment of the Monthly Rent. Owner and Tenant shall execute a Lease Amendment evidencing such adjustment of Monthly Rent.

11. Utilities

Owner will pay for the following items, if checked:

[X] Electricity	[__] Telephone
[X] Gas	[__] Cable Television
[X] Water	[__] Internet
[X] Trash	[X] Wastewater
[__] Other: _____	

Tenant will pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. Upon not less than thirty (30) days prior written notice, Owner may transfer responsibility for paying for utility charges to Tenant at any time during the lease term.

Tenant must not allow utilities to be disconnected-including disconnection for not paying Tenant's bills-until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all Tenants. Utilities may be used only for normal household purposes and must not be wasted. If Tenant's electricity is ever interrupted, Tenant must use only battery-operated lighting. If any utilities are sub-metered for the dwelling, or prorated by an allocation formula, Owner will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

12. Insurance

Owner does not maintain insurance to cover Tenant's personal property or personal injury. Owner is not responsible to any Tenant, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other Tenants, occupants, or invited/uninvited guests or vandalism unless otherwise required by law. Tenant hereby agrees to indemnify and hold Owner harmless and in no way accountable for any liability, damage, loss, cost or expense, including, without limitation, reasonable attorneys' fees and expenses and court costs, incurred by Owner arising from or relating to Tenant's use and occupation of the Premises, except to the extent caused by Owner's gross negligence, willful misconduct or breach of this Lease.

Owner urges Tenant to get insurance for losses to personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

13. Locks and Latches

Owner will provide an operable deadbolt lock on each main swinging entry door of the dwelling in compliance with California Civil Code, Section 1941.3, subject to statutory exceptions. Owner

will provide window security or locking devices as required by that statute. Keyed lock(s) will be rekeyed after the prior Tenant moves out. The rekeying will be done either before Tenant moves in or, if the dwelling has a keyless deadbolt on each exterior door, within 10 days after Tenant moves in. Tenant must notify Owner immediately of any inoperable door, window, latch, or lock.

Tenant agrees not to install additional locks or different locks or gates on any doors or windows of the unit without the written permission of the Owner. If the Owner approves Tenant's request to install such locks, Tenant agrees to provide the Owner with a key for each new lock. When this agreement ends Tenant agrees to return all keys, cards and transmitters to the Premises to Owner. **NOTE: TENANT IS PROHIBITED FROM LENDING, COPYING OR IN ANY WAY FACILITATING THE POSSESSION OF KEYS, CARDS, TRANSMITTERS OR ANY OTHER SECURITY INSTRUMENT FOR THE USE OF PERSONS NOT PART OF THIS LEASE. SUCH ACT WILL CONSTITUTE A MATERIAL VIOLATION OF THIS AGREEMENT AND CAUSE FOR IMMEDIATE TERMINATION OF THIS LEASE.**

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

Special Provisions and "What If" Clauses

14. Special Provisions

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

_____

_____

_____

_____

See any additional special provisions.

15. Early Move-Out

If Tenant moves out early without Owner's written consent or without paying Owner a negotiated lease termination fee, Tenant will be liable to Owner for actual damages, including liability for rents during the entire remainder of Tenant's lease term (less mitigation) and for the cost of finding and processing a replacement Tenant, paying locator service fees, cleaning, make-ready costs, recouping rent concessions, etc. In addition to any other rights and remedies allowed by law, Owner shall have the remedy set forth in Civil Code Section 1951.2. See Paragraphs 42 and 44 regarding Move-Out procedures and inspection.

16. Reimbursement

Tenant must promptly reimburse Owner for loss, damage, government fines, or cost of repairs or service in the community due to a violation of the Lease Contract or rules, improper use, or negligence by Tenant or Tenant's guests or occupants. Unless the damage or wastewater stoppage is due to Owner's negligence, Owner is not liable for--and Tenant must pay for--repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to the doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving Tenant's dwelling. Owner may require payment at any time, including advance payment of repairs for which Tenant is liable. Delay in demanding sums Tenant owes is not a waiver.

17. Property Left in Dwelling

Storage After Surrender, Abandonment, or Eviction. Owner or law officers may remove and/or store all property remaining in the dwelling or in common areas (including any vehicles Tenant or any occupant or guest owns or uses) if Tenant is judicially evicted or if Tenant surrenders or abandons the dwelling (see definitions in Paragraph 46). Owner will use reasonable care in storing the property; but Owner is not liable for casualty loss, damage, or theft unless caused by deliberate or negligent act on Owner's part. Owner may store the property either in the dwelling or in another safe place until (1) Owner shall release the personal property described in the notice to the former tenant and shall not require the former tenant to pay the cost of storage if the property remained in the dwelling and the former tenant or other personal reasonably believed by Owner to be its owner reclaims the property within two days of vacating the dwelling, (2) Owner releases the property to the person believed by Owner to be the owner, if all storage charges (and actual advertising/sale expenses) are paid in full after 2 days of storage, or (3) 18 days have elapsed after "Notice of Right to Reclaim Abandoned Property" has been given by Owner, as provided below.

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

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

Other disposition or Sale. If all the property being stored is believed by Owner to be worth less than $700 and it has not been redeemed, Owner may keep, throw away, or give away the property after the 18th day following the giving of the "Notice of Right to Reclaim Abandoned Property" above. If all of the property is believed by Owner to be worth $700 or more, Owner may (1) release the personal property described in the notice to the former tenant and shall not require the former tenant to pay the cost of storage if the property remained in the dwelling and

the former *tenant or other* personal reasonably believed by Owner to be its owner reclaims the property within two days of vacating the dwelling, (2) Owner release the property to the person believed by Owner to be the owner, if all storage charges (and actual advertising/sale expenses) are paid in full after 2 days of storage, or (3) sell the property at public sale in compliance with the procedures of Section 1988 of the California Civil Code. Sale may be subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Tenant and Owner may bid at the sale. Excess sums will be paid over to the county in accordance with statute.

18. Failing To Pay First Month's Rent

If Tenant does not pay the first month's rent when or before the Lease Contract begins, Owner may end Tenant's right of occupancy and recover damages, including future rents (less any mitigation), relating charges, attorney's fees, court costs, and other lawful charges. Owner's rights and remedies under Paragraphs 15 and 37 apply to the failure to pay first month's rent when or before the Lease Contract begins.

19. Rent Increases and Lease Contract Changes

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in Paragraph 14, by a written addendum or amendment signed by Tenant and Owner, or by reasonable changes of dwelling rules allowed under Paragraph 22. Owner will give Tenant a minimum of 30 days' notice if Tenant is on a month to month tenancy before Owner increase the rent (a maximum of 10% increase over the previous 12 months). Owner will give Tenant at least 60 days' notice during a month to month tenancy before Owner raises the rent more than 10% (over the previous 12 months), unless the increase is caused by a change in Tenant's income or family composition as determined by a recertification required by statute or regulation.

20. Delay of Occupancy

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

If there is a delay and Owner has not given notice of delay as set forth immediately below, Tenant may terminate up any time between seven (7) days after the Commencement Date and the date when the dwelling is ready for occupancy.

(1) If Owner gives written notice to Tenant when or after the Lease Contract begins--and the notice states that occupancy has been delayed because of construction or a previous Tenant's holding over, and that the dwelling will be ready on a specific date--Tenant may terminate the Lease Contract within three (3) days of Tenant's receiving the notice, but not later.

(2) If Owner gives written notice to Tenant before the effective Lease Contract date and the notice states that construction delay is expected and that the dwelling will be ready for Tenant to occupy on a specific date, Tenant may terminate the Lease Contract within seven (7) days after Tenant receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless Owner and Tenant agree.

If Owner is unable to deliver possession of the Premises on the Commencement Date, Owner shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for Monthly Rent until possession is delivered to Tenant. Tenant may terminate this Lease by written notice to Owner if possession of the Premises is not delivered to Tenant within seven (7) days after the Commencement Date.

21. Disclosure Rights

If someone requests information on Tenant or Tenant's rental history for law-enforcement, governmental, or business purposes, Owner may provide it.

While You're Living in the Dwelling

22. Community Policies or Rules

Tenant and all guests and occupants must comply with the written rules issued from time to time by Owner regarding use of the Premises and common areas (the "House Rules"). The House Rules in effect on the date hereof are attached to this Lease. The House Rules are considered part of this Lease Contract. Tenant acknowledges and agrees that Owner shall have the right, to be exercised in Owner's sole and absolute discretion, to amend the House Rules from time to time during the lease term. Any amendment to the House Rules shall become effective thirty (30) days after Owner provides written notice of such amendment to Tenant. Tenant shall not cause or permit on the Premises or in common areas, excessive noise or any other activity which disturbs the peace and quiet enjoyment of other Tenants or neighbors. Tenant shall not cause or permit any activity constituting a nuisance on or about the Premises or which adversely affects the health or safety of any person, nor shall Tenant interfere with the management of the premises.

23. Limitations on Conduct

Tenant shall not cause or permit any illegal activity or use in or on the Premises. The dwelling and other areas reserved for Tenant's private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with dwelling rules and posted signs. Glass containers are prohibited in all common areas. Tenant and Tenant's occupants or guests may not anywhere in the community: use candles or use kerosene lamps or kerosene heaters without Owner's prior written approval; cook on balconies or outside; or solicit business or contributions. Unless otherwise provided by law, conducting any kind of business in Tenant's dwelling or in the community is prohibited-except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do

not come to Tenant's dwelling for business purposes. Owner may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. Tenant will be liable to Owner for damage caused by Tenant or any guests or occupants.

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

24. Prohibited Conduct

Tenant and Tenant's occupants, guests or other persons under Tenant's control, may not engage in, or facilitate the engagement of, the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including Owner's agents and employees) in or near the community; disrupting Owner's business activities; manufacturing, cultivating, delivering, selling, possessing with intent to deliver or sell, or otherwise possessing or using a controlled substance or drug paraphernalia for use with a controlled substance at any location, whether or not near the community or otherwise (Note: "Controlled substance" includes so-called "medical marijuana" under the law of California and any state having similar laws. Marijuana is listed as a Class 1 scheduled drug under federal law, and is a prohibited controlled substance in all states, including California. (21 *United States Code,* sections 801-904: 21 *United States Code,* section 841(a)(1); 21 *United States Code,* section 812(b)(1)); engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the community; or injuring Owner's reputation by making bad faith allegations against Owner to others.

VIOLATION OF THE ABOVE PROVISION SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY, AND NOT SUBJECT TO A 30-DAY NOTICE TO VACATE. A single violation of any of the above provisions shall be deemed a serious violation and material noncompliance with the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence.

25. Parking

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

(1) has a flat tire or other condition rendering it inoperable; or
(2) is on jacks, blocks or has wheel(s) missing; or

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

26. Release of Tenant

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

27. Military Personnel Clause

Tenant may terminate the Lease Contract if Tenant enlists or is drafted or commissioned and on active duty in the U.S. Armed Forces. Tenant also may terminate the Lease Contract if:

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

After Tenant delivers to Owner Tenant's written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which Tenant's next rental payment is due. Tenant must furnish Owner a copy of Tenant's military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from Tenant's commanding officer. Military permission for base housing does not constitute change-of-station order. After Tenant moves out, Owner will return Tenant's security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the Tenant who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such Tenant's spouse or legal dependent living in the Tenant's household. A co-Tenant who is not Tenant's spouse or dependent cannot terminate under this military clause. Unless Tenant states otherwise in Paragraph 14, Tenant represents when signing this Lease Contract that: (1) Tenant does not already have deployment or change-of-station orders; (2) Tenant will not be retiring from the military during the Lease Contract term; and (3) the term of Tenant's enlistment or obligation will not end before the Lease Contract term ends. Even if Tenant is entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the

remainder of the lease term when and if Tenant moves out, less rents from others received in mitigation under Paragraph 37. Tenant must immediately notify Owner if Tenant are called to active duty or receive deployment or permanent change-of-station orders.

28. Tenant Safety and Property Loss:

Tenant and all occupants and guests must exercise due care for Tenant's own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. Tenant agrees to make every effort to abide by the Security Guidelines (Paragraph 40) in this Lease Contract.

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

Casualty Loss. Owner is not liable to any Tenant, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. If Tenant asks Owner's representatives to perform services not contemplated in this Lease Contract, Tenant will indemnify Owner and hold Owner harmless from all liability for those services.

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

Compliance with Statutory Obligations. Tenant hereby understands and acknowledges that Tenant has an affirmation duty to comply with the obligations set forth in California Civil Code Section 1941.2:

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

29. Condition of the Premises And Alterations:

Condition: Tenant accepts the dwelling, fixtures, and furniture as is, except for conditions causing the premises to be un-tenantable under California Civil Code 1941. Owner and Tenant shall conduct a move-in inspection and the results will be reported on the Unit Inspection Form. Tenant will not be liable for any defective conditions noted on the form unless Owner repairs or corrects such conditions, which action shall be noted on the form and initialed by Tenant when completed. Otherwise, everything will be considered to be in a clean, safe, and good working condition. A move-out inspection shall be conducted in a similar manner to indicate the conditions of the Premises at the time Tenant vacates the Premises.

Alterations: Unless authorized by statute or by Owner in writing, Tenant must not perform any repairs, painting, wallpapering (including contact paper), carpeting, electrical changes, remodeling, redecoration or other alterations of the Premises, without Owner's prior written consent. No holes or stickers are allowed inside or outside the dwelling, but Owner will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless Owner's rules state otherwise. No water furniture, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or Owner has consented in writing. Tenant agrees not to install washing machines, dryers, fans, heaters or air conditioners, dishwashers, deep freezers, additional refrigerator's, etc. Tenant agrees not to alter, damage, or remove Owner's property, including appliances, equipment, fixtures, alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, awnings, window guards, locks, security devices, shelves, and any other permanent improvements. When Tenant moves in, Owner will supply light bulbs for fixtures Owner furnish, including exterior fixtures operated from inside the dwelling; after that, Tenant will replace them at Tenant's expense with bulbs of the same type and wattage. Tenant's improvements to the dwelling (whether or not Owner consent) become Owner's unless Owner agrees otherwise in writing.

Owner may grant alteration requests or deny request at Owner's sole and absolute discretion. Tenant must submit a "Reasonable Modification" request to the Owner and must obtain the Owner approval in writing; prior to any alterations being conducted.

30. Requests, Repairs, and Malfunctions:

Maintenance: Tenant must use customary diligence in maintaining the dwelling and not damaging or littering the common areas. Tenant shall keep the Premises and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. Tenant acknowledges and agrees that if Tenant or Tenant's guests cause or permit damage to the premises, Tenant shall be liable for the cost to repair such damage. Where damage or disrepair is not caused by Tenant or Tenant's guests, Owner shall repair and maintain the Premises, fixtures, accessories, and appliances in accordance with applicable state and local laws concerning the condition of the Premises and common areas.

Tenant is required to report within 24 hours plumbing, heating, weatherproofing, electrical, and other defects, and safety or security problems, including broken or missing locks or latches, whether in Tenant's unit or in common areas. Tenant must advise the Management Office when maintenance or repair work is required in their unit. During normal business hours [Monday thru Friday 8:30am – 5pm] Tenant must go the Management Office and complete a Work Order Form. If a Tenant cannot come to the office in person Tenant may call the office and Management Staff will complete the Work Order Form with Tenant over the telephone.

If Tenant has a maintenance emergency after business hours they may call the Management Office telephone number and or the after-hours live answering service will receive Tenant's call and contact Management Staff. All after-hours non-emergency maintenance must be reported the next business day to the Management Office and will be handled during normal business hours. All repairs caused by negligence or Tenant/guest behavior will result in charges to the Tenant's account. Maintenance staff charges $ 40.00 per hour per staff person plus materials for maintenance and repairs beyond normal wear and tear or due to negligence on the part of a Tenant or guest.

Owner may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing Tenant's utility costs. Owner may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, Tenant must notify Owner's representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, Tenant must notify Owner's representative as soon as possible on a business day. Owner will act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

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

Maintenance Hours: Routine maintenance will be handled during normal business hours. Maintenance emergencies that occur outside normal business hours may be reported via phone at (213) 487-1393.

Maintenance Emergencies After-hours: Call the maintenance emergency number when the office is closed at 213-403-1641 (then press 1 and stay on the line) to connect to the emergency operator. For all other matters just leave a message at the tone, and the call will be returned during normal office hours.

Note: For fire, police or medical emergencies dial 911. For noise disturbances dial 311.

31. Animals: Unless otherwise provided in California Civil Code 54.2, no animals (including mammals, reptiles, *birds,* fish, rodents, and insects) *are* allowed, even temporarily, anywhere in the dwelling or community unless Owner has so authorized in writing. *If Owner allow an animal, before the animal is brought or kept on the property, Tenant must complete the reasonable accommodation process, including completing a separate animal addendum and posting an animal deposit(if applicable); however, if the animal is a service animal for a disabled person, Tenant is not required to post an animal deposit.* An animal deposit is considered a general security deposit. Owner will authorize a support animal for a disabled (handicapped) person. Owner may require a written statement from a qualified professional verifying the need for the service animal. Tenant must not feed stray or wild animals.

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

32. When Owner May Enter

Owner may enter Tenant's dwelling without prior notice or consent when there is an emergency (including, but are not limited to, fire, flood, and/or medical emergencies) or when Tenant has abandoned or surrendered the dwelling. In non-emergency situations, then repairers, servicers, contractors, Owner's representatives or other authorized persons may peacefully enter the dwelling, with Tenant's consent, during normal business hours or at any other mutually agreed time for the purposes listed in (2) below. Also, such persons may enter peacefully during normal business hours or at a mutually agreed time by duplicate or master key (or by breaking a window or other means when necessary) if:

(1) reasonable notice of entry will be given in person or in writing at least 24 hours before entry; and

(2) entry is for (1) making necessary or agreed repairs, decorations, alterations, or improvements; (2) supplying necessary or agreed services; (3) installing, testing, repairing, and maintaining smoke alarms; (4) performing contracted pest control services; and/or (5) conducting compliance, annual or any other inspections;

(3) showing the dwelling to prospective lenders, purchasers, Tenants, contractors, repair-workers, or representatives; or

(4) obeying a court order.

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

33. Multiple Tenants or Occupants

Each Tenant is jointly and severally liable for all lease obligations. If Tenant or any guest or occupant violates the Lease Contract or rules, all Tenants are considered to have violated the Lease Contract. Owner's requests and notices (including sale notices) to any Tenant constitute notice to all Tenants and occupants. Notices and requests from any Tenant or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all Tenants. Security-deposit refunds and deduction itemizations of multiple Tenants will comply with Paragraph 46.

34. Replacements and Subletting

Tenant shall not assign, sublet, or otherwise transfer all or any portion of this Lease or the Premises. Any attempt by Tenant to assign, sublet, or otherwise transfer all or any portion of this Lease or the Premises shall be null and void, and no right to occupy the premises shall arise from any attempted assignment, sublease or other transfer in favor of any purported transferee.

Responsibilities of Owner and Tenant

35. Tenant's Obligations

Tenant hereby covenants and agrees that Tenant shall:

1) Comply with all obligations imposed upon Tenant by applicable provisions of state and local law, including, without limitation, any state and local building codes pertaining to health and safety of Tendential dwellings.

2) Keep the Premises and such other areas as may be designated for Tenant's exclusive use in a clean, sanitary, and safe condition.

3) Dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner.

4) Use water, gas and electricity, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in a reasonable manner.

5) Promptly notify Owner of the need for repairs to the Premises and of any known unsafe conditions in the common areas and grounds of the project which may lead to property damage or personal injury.

6) Refrain from, and cause Tenant's household and guests to refrain from destroying, defacing, or removing any part of the Premises or project, including placing contact paper, decals, or paint on the Premises.

7) Pay for the repairs or damages to the Premises, project building, facilities, or common areas that intentionally or negligently caused by Tenant or Tenant's household or guests, normal wear and tear excepted.

8) Conduct, and cause Tenant's household and guests to conduct, themselves in a manner which will not disturb neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.

9) Refrain from illegal or other activity which impairs the physical or social environment of the Premises, the common areas or the project.

10) Park and cause guests to park only in assigned parking areas and not park in common driveways or lawn areas and not block access to other tenants or emergency vehicles; and

11) Comply with the written House Rules described in Paragraph 22 above.

36. Owner's Obligations

Owner hereby covenants and agrees that it shall:

1) Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.

2) Within a reasonable time, make or cause to be made necessary repairs to the Premises to keep them in a habitable condition.

3) Keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.

4) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by Owner pursuant to the terms and conditions hereof.

37. Default By Tenant

Tenant will be in default if Tenant or any guest or occupant *violates any terms* of this Lease Contract including but not limited to the following violations: (1) Tenant doesn't pay rent or other amounts that Tenant owe when due; (2) Tenant or any guest or occupant violates the dwelling rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction

occurs; (3) Tenant abandons the dwelling; (4) Tenant gives incorrect or false answers in a rental application; (5) Tenant or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving *actual or* potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in Tenant's dwelling; (7) Tenant or any guest or occupant engages in any of the prohibited conduct described in Paragraph 24; (8) Tenant or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; (9) nonpayment of rental charges or any other financial obligation under the Lease after expiration of a 3-day pay or 10-day pay or quit notice; (10) four or more late rental fees within any 12 month period; (11) failure to reimburse Owner within 30 days for repairs required to maintain the premises pursuant to Paragraph 30 of this Lease, (12) a violation of the lease which results in damages to the Premises or any other portion of the project, (13) a violation of the lease adversely affects the health, safety, or quiet enjoyment of any Tenant or visitor to the premises; or (14) a violation of the lease which interferes with Owner's performance of its responsibilities under this Lease.

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

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

Other Remedies. If Tenant's rent is delinquent and Owner gives Tenant three (3) days' prior written notice, Owner may report unpaid amounts to consumer reporting agencies. If Tenant defaults and moves out early, Tenant will pay Owner any amounts stated to be rental discounts in Paragraph 14, in addition to other sums due. Upon Tenant's default, Owner has all other legal remedies including lease termination, lockout under statute, and the remedy set forth in Civil Code § 1951.2. The prevailing party may recover from a non-prevailing party attorney's fees and

any costs of litigation in an amount of no more than $1200. Late charges are liquidated damages for Owner's time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 10% interest per year from due date, compounded annually. Tenant must pay all collection-agency fees if Tenant fails to pay all sums due within 10 days after Owner mails Tenant a letter demanding payment and stating that collection agency fees will be added if Tenant doesn't pay all sums by that deadline. If Tenant fails to fulfill Tenant's obligations under this Lease, Owner intends *to submit a negative report to a consumer reporting agency.* The report will summarize Tenant's violations and be a possible reflection on Tenant's credit record.

General Clauses

38. Miscellaneous

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

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

Registered Sex Offender Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Proposition 65 Warning: The State of California requires that Owner warns Tenant that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from building materials, products and materials used to maintain the property, and emissions, fumes and smoke from Tenant and guest activities, including by not limited to the use of motor, vehicles, barbeques, and tobacco products. These chemicals may include, but are not limited to carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soots, tars, and mineral oils.

Lead Based Paint Disclosure: If the Premises were constructed before 1978, prior to the signing of this Lease Tenant will be given a lead base paint disclosure form for Tenant's signature and the EPA booklet entitled "Protect Your Family from Lead in Your Home". This section does not apply to "0-bedroom dwellings", such as lofts, efficiencies, and studios; leases of dwelling units of 100 days or fewer, such as vacation homes or short term rentals; designated housing for the elderly and the handicapped unless children reside or are expected to reside there; rental housing that has been inspected by a certified inspector and is found to be free of lead based paint.

Notice of Negative Credit Report: Pursuant to California Civil Code § 1785.26, Tenant is hereby notified that a negative report reflecting on Tenant's credit record may be submitted to credit-reporting agencies if Tenant fails to fulfill the terms of Tenant's obligation under this Lease Contract.

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

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

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

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

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

Political Signs: Tenant may post or display political signs relating to an election, legislative vote, initiative, referendum, recall process or issues that are before a public commission, public

board or elected local body for a vote. Political signs may be posted in the window or on the door of the dwelling. All political signs must be six square feet or less in size and cannot be posted or displayed in a manner that would violate a local, state or federal law. Tenant must post and remove political signs in compliance with the time limits set by local ordinance. If no local ordinance exists, political signs may be posted no earlier than 90 days prior to the date of the election or vote and must be removed within 15 days of the date of the election or vote.

Waiver: Owner's waiver of or failure to insist upon the strict performance of any of the terms, covenants, agreements, and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of Owner's right thereafter to enforce any such term, covenant, agreement, or condition, and such term, covenant, agreement or condition shall continue in full force and effect.

Notice: All notices to Tenant shall be deemed served upon mailing by first class mail, addressed to the Tenant, at the subject premises or upon personal delivery. All notices to the Owner shall be served by mailing first class mail or by personal delivery to the address listed below.

39. Payments

At Owner's option and without notice, Owner may apply money received (other than sale proceeds under Paragraph 17 or utility payments subject to governmental regulations) first to any of Tenant's unpaid obligations, then to current rent-regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon Owner's demand. After the due date, Owner does not have to accept the rent or any other payments.

Security Guidelines for Tenants

40. Security Guidelines

In cooperation with the National Apartment Association, Owner would like to give Tenant some important safety guidelines. Owner recommends that Tenant follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in Tenant's dwelling, including any children Tenant may have, about these guidelines.

Personal Security—While Inside Your Dwelling

1) Lock your doors and windows-even while you're inside.
2) Engage the keyless deadbolts on all doors while you're inside.
3) When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4) If children (who are old enough to take care of themselves) are left alone in your dwelling, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone-regardless of whether the person is a stranger or a dwelling maintenance or management employee.

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5) Don't put your name, address, or phone number on your key ring.
6) If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.
7) Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, and then call management.
8) Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9) Check your door locks, window latches, and other devices regularly to be sure they are working properly.
10) If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with Mends or neighbors until the problem is fixed.
11) Immediately report to management-in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12) Immediately report to management-in writing, dated and signed-any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13) Close curtains, blinds, and window shades at night.
14) Mark or engrave your driver's license number or other identification on valuable personal property.

Personal Security—While Outside Your Dwelling

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

Personal Security—While Using Your Car

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

PERSONAL SECURITY AWARENESS: No security system is failsafe. Even the best system cannot prevent crime. Always act as if security systems do not exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones Tenant performs as a matter of common sense and habit.

41. Move-Out Notice

Before moving out, Tenant must give Owner's representative advance written move-out notice as provided below. Tenant's move-out notice will not release Tenant from liability for the full term of the Lease Contract or renewal term. Tenant will still be liable for the entire lease term if Tenant moves out early (Paragraph 26) except under the military clause (Paragraph 27). TENANT'S MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

1) Tenant's move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate Tenant's Lease Contract.
2) Tenant's move-out notice must not terminate the Lease Contract sooner than the end of the *lease* term or renewal period.
3) The move-out date in Tenant's notice *[check one]:* ☐ must be the last day of the month; or ☐ may be the exact day designated in Tenant's notice. If neither is checked, the second applies.
4) Owner must receive advance written notice of Tenant's move-out date. The advance notice must be at least 30 days in advance as required in Paragraph 3. However, if a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements above are met.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use Owner's written move-out form. Tenant must obtain from Owner's representative written acknowledgment that Owner received Tenant's move-out notice. If Owner terminates the Lease Contract, Owner must give Tenant the same advance notice-unless Tenant is in default.

42. Move-Out Procedures

The move-out date cannot be changed unless Owner and Tenant both agree in writing. Tenant will not move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in relating charges and liability for future rent under Paragraphs 15 and 37. Tenant is prohibited by law from applying any security deposit to rent. Tenant won't stay beyond the date Tenant is supposed to move out. Tenant must give Owner and the U.S. Postal Service, in writing, each Tenant's forwarding address.

43. Cleaning

Tenant must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. Tenant must follow move-out cleaning instructions if they have been provided. If Tenant doesn't clean adequately, Tenant will be liable for reasonable cleaning charges.

44. Move-Out Inspection

Tenant should meet with Owner's representative for a move-out inspection. Owner's representative has no authority to bind or limit Owner regarding deductions for repairs, damages, or charges. Any statements or estimates by Owner or our representative are subject to Owner's correction, modification, or disapproval before final refunding or accounting.

45. Security Deposit Deductions and Other Charges

Tenant may not use the security deposit to pay any month's rent. Owner may withhold from the security deposit only such amounts as are reasonably necessary to remedy Tenant's defaults including, but not limited to, the following:

1) Defaults in the payment of rent;
2) To repair damage to the premises caused by Tenant, exclusive of ordinary wear and tear, and/or;
3) To clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy;
4) To restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear; and /or
5) To pay any installments of Monthly Rent remaining unpaid as of the sixth (6th) day of the month in which such Monthly Rent becomes due.

46. Deposit Return, Surrender, And Abandonment

Owner will mail Tenant the security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 21 days after surrender or abandonment, unless statutes provide otherwise. Owner will not apply the security deposit to the last month's rent.

Tenant has surrendered the dwelling when: (1) the move-out date has passed and no one is living in the dwelling in Owner's reasonable judgment; or (2) all dwelling keys and access devices listed in Paragraph 7 have been turned in where rent is paid-whichever date occurs first.

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

Surrender, abandonment, and judicial eviction end Tenant's right of possession for all purposes and give Owner the immediate right to: clean up, make repairs in, and relets the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect Tenant's rights to property left in the dwelling (Paragraph 17), but do not affect Owner's mitigation obligations (Paragraph 37).

Signatures, Originals and Attachments

47. Originals and Attachments

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

Exhibit A – House Rules Addendum	Initials_____
Exhibit B – Security Deposit Addendum	Initials_____
Exhibit C – Parking Addendum	Initials_____
Exhibit D – Maintenance Charges	Initials_____
Exhibit E – Bed Bug Addendum	Initials_____
Exhibit F – Mold Addendum	Initials_____
Exhibit G – Crime Free Addendum	Initials_____
Exhibit H – Animal Addendum	Initials_____
Exhibit I – Smoke Detector Addendum and Agreement	Initials_____
Exhibit J – Emergency Contact Information Form	Initials_____
Exhibit K – Low Income Housing Tax Credit Rider	Initials_____
Exhibit L – Appeal and Grievance Procedure	Initials_____

[redacted] [redacted] [redacted]

Tenant Name (Print) Signature Date

Tenant Name (Print) Signature Date

Tenant Name (Print) Signature Date

Name and address of locator service (if applicable)

For the Landlord, By:

[redacted]

Gilberto Chicas
Manager Name (Print)

Signature

10/19/2017
Date

Title: Property Manager

Name, address and telephone number of Owner or Owner's Agent:
A Community of Friends
3701 Wilshire Blvd. #700
Los Angeles, CA 90010
(213) 480-0809

SPECIAL PROVISIONS (CONTINUED FROM PARAGRAPH 14).

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THIRTY (30) DAY NOTICE TO QUIT

MATERIAL BREACH OF THE LEASE / NUISANCE

TO: DERRICK L. BEVERLY AND ALL OTHERS IN POSSESSION

PREMISES: [redacted] Los Angeles, California 90005

PLEASE TAKE NOTICE that you are hereby requested to quit and deliver up to the undersigned the possession of the above-described premises now held and occupied by you at the expiration of THIRTY DAYS after service of this notice upon you, **or September 15, 2022, whichever is later.**

I. LEASE CONTRACT

As you know, you and the owner entered into a Lease Contract ("Lease") on October 19, 2017. You also signed the House Rules, which are incorporated into your lease at Paragraph 47. As you were informed via your Lease, the project is funded by Low-Income Housing Tax Credits (LIHTC) provided by the Internal Revenue Service (IRS), and administered by the California Tax Credit Allocation Committee (TCAC), which requires "good cause" to terminate your tenancy.

Pursuant to Paragraph 35, subsection (2) of your lease, you have an obligation to "[k]eep the Premises and such other areas as may be designated for Tenant's exclusive use in a clean, sanitary, and safe condition." At Paragraph 35, subsection 6, you promised to refrain from and cause your household and guests to refrain from destroying or defacing any part of the premises. Further in Paragraph 35, subsection (8), you agreed that you must "conduct, and cause [your] household and guests to conduct, themselves in a manner which will not disturb neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition." At Paragraph 35, subsection (9), you promised to "refrain from illegal or other activity which impairs the physical or social environment of the Premises, the common areas, or the project."

In Paragraph 22 of the Lease, entitled "Community Policies or Rules", you agreed not to cause or permit any activity which "disturbs the peace and quiet enjoyment of other tenants or neighbors…[or] any activity constituting a nuisance …or which adversely affects the health or safety of any person." At Paragraph 23, you promised not to cause or permit any illegal activity or use in or on the Premises.

Moreover, Paragraph 24 of your Lease, entitled "Prohibited Conduct", warns that you are not to behave in a "loud and obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others….in or near the community." Further, this section warns you that a "violation of any of the above provisions shall be deemed a material violation of the lease and good cause for immediate termination of tenancy…" Finally, Section 24 places you on notice that a single violation shall be deemed a serious violation and material noncompliance with the lease. Proof of a violation does not require a criminal conviction, but shall be by a preponderance of the evidence.

Pursuant to Civil Code § 3479, a nuisance is defined as "[a]nything which is injurious to health . .

. [and that] . . . interfere[s] with the comfortable enjoyment of life or property…" Committing or permitting to exist a nuisance is good cause to evict you from your rental unit.

This Notice is being served on you for the following specific violations of the herein noted terms and conditions as stated in your Lease:

II. CONDUCT VIOLATIVE OF THE LEASE CONTRACT/HOUSE RULES

a. Intentionally Defacing the Premises; Damaging the Elevator; Nuisance

On April 28, 2022 at approximately 11:20 a.m., Assistant Property Manager Ashley Hernandez received a call from another resident that you used a hammer to damage the buttons on the elevator. Upon reviewing the security camera footage, you could be seen exiting your unit and striking the elevator buttons three times with a hammer and then retreating to your unit. Intentionally damaging the elevator not only puts your safety at risk, but also the safety of other residents in the building. Additionally, you intentionally damaging the elevator becomes a serious fire, health, and safety issue when emergency first-responders are not able to freely move to-and-from within the premises in case of an emergency. See insert photos below:



You walking towards the elevator with a hammer in your hand.

[View another photo on the next page]



You intentionally hitting the elevator button to damage it.

The witnesses to these events are you; Ashley Hernandez, Assistant Property Manager; and other residents at the building. We submit that your violent and reckless conduct unreasonably interferes with others' safety and quiet enjoyment. Such conduct further interfered with management's ability to carry out its responsibilities. We submit that your erratic conduct, separately and collectively, is a non- curable, material and substantial violation of your obligations under the Lease, as well as a nuisance, and constitutes "good cause" to terminate your tenancy.

III. COVID-19 EVICTION PROTECTIONS INAPPLICABLE

The Lessor serves the notice on the good faith belief that the issues noted herein are not related to the COVID-19 tenant protections. Further, this Notice is not premised on a failure to pay rent, but rather on nuisance conduct and a material breach of the lease agreement. *See* Code of Civil Procedure § 1179.03.5; *see also* Civil Code §§ 1946.2(b)(1)(B) and 1946.2(b)(1)(C).

IV. RIGHT TO AN INFORMAL HEARING AND INFORMAL MEETING

a. Informal Meeting

You have a right to request a meeting to discuss the issues noted herein. Please submit your written request within ten (10) days of receipt of this Notice. At that Informal Meeting, you may present any evidence (documentary and/or live witnesses) to negate these charges. If you desire to invoke the Informal Meeting process, please contact Jeffrey Mitchell, Supervisor, on (213) 480-0809 ext. 261, and email him on jmitchell@acof.org a brief written request stating you would like to invoke the Informal Meeting process. When invoking the Informal Meeting process, you must state Informal Meeting Request in the subject line of the email.

b. Grievance:

You may also file a written grievance. To invoke the grievance procedure, or to request another

copy of the Grievance Policy, please contact Jeffrey Mitchell, Supervisor, on (213) 480-0809 ext. 261, and email him on jmitchell@acof.org.

V. NON-CURABLE MATERIAL BREACH:

As detailed above, the violent, criminal acts described above constitute a Non-Curable, Material Breach and Material Non-Compliance of our written Lease Agreement and are "good cause" to evict you from your unit. If you fail to quit and deliver up possession of the premises, legal proceedings will be instituted again you for possession of the premises; for forfeiture of the rental agreement, which the landlord does hereby declare; and for such monetary damages as may be allowed by law. Persons with disability(ies) may request reasonable accommodation(s).

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

This tenancy is not protected by Assembly Bill 1482 (commonly referred to as "The Tenant Protection Act of 2019"). Affordable housing, which is "housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income" is exempt. *See* Sections 1946.2(e)(9) and 1947.12(d)(1) of the Civil Code.

Date: August 16, 2022

Fox Normandie Apartments, L.P.
Lessor

By: A Community of Friends,
A California Non-Profit Corporation,
Its General Partner

Jeffrey Mitchell
By: Jeffrey Mitchell
Authorized Agent

Attachments:
(A) COVID-19 HCIDLA Notice of Rights/Rent Deferral Packet

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Exhibit A

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COVID-19 Renter Protections Fact Sheet

Eric Garcetti, Mayor

Los Angeles HOUSING+COMMUNITY Investment Department
Rushmore C. Cervantes, General Manager

THE CITY OF LOS ANGELES EVICTION PROTECTIONS APPLY TO **ALL** RENTAL UNITS IN THE CITY OF LOS ANGELES.

THE RENT INCREASE FREEZE APPLIES ONLY TO RENTAL UNITS SUBJECT TO THE CITY'S RENT STABILIZATION ORDINANCE (RSO).

TO FIND OUT IF YOUR UNIT IS SUBJECT TO THE RSO: TEXT "RSO" TO (855) 880-7368.

SUMMARY OF RESIDENTIAL TENANT PROTECTIONS

NON-PAYMENT OF RENT DUE TO COVID-19 - Beginning March 4, 2020, through the end of the local emergency, no owner can evict a residential tenant for nonpayment of rent if the tenant is unable to pay rent because of circumstances related to the COVID-19, such as:

- Loss of income due to workplace closure or reduced hours.
- Loss of income or increased child care costs because daycare or schools are closed.
- Medical costs for you or a household member who is ill with COVID-19.
- Loss of income due to government ordered emergency measures.

A tenant should notify their landlord in writing no later than 7 days after the rent due date that they cannot pay rent due to COVID-19. A tenant should keep all documentation that demonstrates the tenant's COVID-19 reason for being unable to pay rent.

THE CITY ORDINANCE DOES NOT RELIEVE TENANTS OF THE OBLIGATION TO PAY RENT. TENANTS HAVE UP TO 12 MONTHS FROM THE EXPIRATION OF THE LOCAL EMERGENCY TO PAY BACK RENTS. LANDLORDS MAY NOT CHARGE INTEREST OR A LATE FEE ON THE RENT OR REQUEST TENANTS TO USE THEIR STIMULUS MONEY FOR RENT.

EVICTION PROTECTIONS - A tenant may not be evicted for a "No-fault" reason during the local emergency period (for example, for owner move-in or to install a resident manager). Additionally, tenants may not be evicted for having unauthorized occupants, pets or nuisance as a result of circumstances related to COVID-19. Tenancies may not be terminated in order to demolish, convert or withdraw a residential rental unit from the rental housing market under the Ellis Act until 60 days after the expiration of the declaration of emergency.

NO RENT INCREASES FOR PROPERTIES SUBJECT TO THE RSO - No rent increase that became effective on of after March 30, 2020, are allowed for properties subject to the RSO, unless approved by HCIDLA, until 1 year after the local emergency expires. Rent increases do no accumulate during the one (1) year period.

REPAYMENT OPTIONS - Prior to the expiration of the local emergency or within 90 days of the first missed rent payment, whichever comes first, a landlord and tenant **may** (but are not required to) agree to a plan for repayment of unpaid rent. The repayment period may be extended by mutual agreement by the landlord and tenant. The landlord may voluntarily extend a discount to the tenant during the emergency. The City's Housing + Community Investment Department (HCIDLA) suggests the following options:

- Tenant to repay on a **monthly** basis: ($Balanced Owed) divided by 12 monthly payments.
  For example: ($2,000 past due rent/12 payments = $166.67 monthly payment).
- Tenant to repay on **a bi-weekly** basis: ($Balanced Owed) divided by 26 bi-weekly payments.
  For example: ($2,000 past due rent/26 payments = $76.92 bi-weekly payment).
- Tenant to repay on a **weekly** basis: ($Balanced Owed) divided by 52 weekly payments.
  For example: ($2,000 past due rent/52 payments = $38.46 weekly payment).

ASSISTANCE FOR TENANTS - Tenants may seek information and assistance from HCIDLA by calling 866-557-RENT or 866-557-7368, Monday - Friday, between the hours of 8:30 AM to 4:30 PM, or by filing a complaint online at: hcidla.lacity.org/File-a-Complaint.

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Eric Garcetti, Mayor

Los Angeles HOUSING+COMMUNITY Investment Department
Rushmore C. Cervantes, General Manager

TENANT NOTIFICATION TO LANDLORD OF INABILITY TO PAY RENT DUE TO COVID-19 EMERGENCY

Date:_____

RE: Property Address: _____

Dear _____,

On March 4, 2020, the City of Los Angeles declared a local emergency due to the COVID-19 pandemic and in response, adopted Los Angeles Municipal Code 49.99 et seq. which provides eviction protections to tenants who cannot pay rent due to circumstances related to the COVID-19 pandemic.

I am writing to provide notice that I am unable to pay rent for the month (s) of _____ _____ because I have been affected by COVID-19 pandemic.

I have been affected by the COVID-19 pandemic in the following ways (check one or more of the following):

- ☐ I have suffered a loss of income because I have had to pay health-care expenses related to treating a COVID-19 illness.
- ☐ I have suffered a loss of income because of a COVID-19 related workplace closure.
- ☐ I have suffered a loss of income because school closures have increased my child-care expenses and/or I cannot go to work due to the school closures.
- ☐ I have suffered a loss of income because of a government ordered COVID-19 measure.
- ☐ Other:_____

I understand that rent is deferred and I must **repay any past due rent within 12 months after the local emergency expires,** unless I voluntarily commence repayment earlier. Per the City Ordinance, I am not required to sign a repayment plan.

Sincerely,

TENANT(S) NAME:

_____

TENANT(S) SIGNATURE(S):

_____

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DECLARATION OF SERVICE OF NOTICE

Resident: Derrick Beverly

Street Address: [redacted]

City, State, Zip Code: Los Angeles, CA 90005

I, Gerry Mitchell, the undersigned, do hereby declare as follows:

I am at least eighteen (18) years of age. On August 15, 2022, I served the following notice on the above named resident.

- [ ] Permanent Notice to Perform or Quit
- [ ] Thirty Day Notice to Quit After Opportunity to Cure
- [ ] Three Day Notice to Quit
- [ ] Three Day Notice to Perform Covenant or Quit
- [ ] Ten Day Notice to Pay Rent or Quit
- [ ] Ten Day Notice to Perform Covenant or Quit
- [x] Thirty Day Notice to Quit
- [ ] Thirty Day Notice to Perform Covenant or Quit
- [ ] Other:_____

The notice was served on the above named resident in the following manner:

[x] BY personally handing a copy of the notice to the above named resident.

[ ] BY leaving a copy of the notice with _____, a person of suitable age and discretion, at the Premises AND BY mailing a copy of the notice to the above named resident at the Premises via first class mail, postage prepaid, because the above named resident can not be found at the Premises.

[ ] BY posting a copy of the notice on the front door of the Premises AND BY mailing a copy of the notice to the above named resident at the Premises via first class mail, postage prepaid, because no person of suitable age or discretion can be found at the Premises.

I am personally aware of the facts stated herein and I am competent to testify thereto as witness if called upon to do so. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this day, August 15th 2022, at Los Angeles, California.

Fox Normandie
Name of Apartment Complex

[redacted]
Signature of Declarant

Gerry Mitchell
Printed Name of Declarant

Declaration-Service-Notice-022002

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LAW OFFICES OF ADA R. CORDERO-SACKS
8399 Topanga Canyon Blvd., Suite 304
West Hills, CA 91304
(818) 343-0100; Facsimile: (818) 343-0070

AFFIDAVIT/DECLARATION OF JEFFREY MITCHELL

I, JEFFREY MITCHELL, declare as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this declaration. If called upon to testify, I could and would competently testify thereto.

2. I am not a party to this action. I am Plaintiff FOX NORMANDIE APARTMENTS, LP's authorized representative, who is the landlord of the real property located at [redacted] Los Angeles, California 90005 (hereinafter, "Subject Premises").

3. This declaration is made on behalf of Plaintiff in support of its good faith belief that Defendants do not enjoy the COVID-19 Tenant Protections outlined in the HCIDLA Tenant Protections Notice.

SERVED NOTICE OF RIGHTS

4. On August 15, 2022, Plaintiff served a copy of HCIDLA's "COVID 19 Renter Protections Fact Sheet," advising Defendants of their rights during the COVID-19 state of emergency.

GOOD FAITH BELIEF THAT

COVID-19 TENANT PROTECTIONS NOT APPLICABLE

5. On August 15, 2022, defendant DERRICK L. BEVERLY ("Defendant") was served with a Thirty-Day Notice to Quit for intentionally defacing the premises, damaging the elevator, and nuisance.

6. Defendant is still occupying [redacted] at the Subject Premises.

7. This declaration is made on behalf of Plaintiff in support of its good faith belief that Defendants does not enjoy the tenant protections outlined in the COVID-19 Tenant Relief Act of 2020 ("CTRA 2020"), as this action is not based on non-payment of rent, but rather on a material breach of the lease agreement; nuisance conduct; and criminal activity at the premises. *See* Code of Civil Procedure § 1179.03.5; *see also* Civil Code §§ 1946.2(b)(1)(B) and 1946.2(b)(1)(C).

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 10 day of October 2022, at Los Angeles, California.

Jeffrey Mitchell
JEFFREY MITCHELL
Authorized Agent
FOX NORMANDIE APARTMENTS, LP

LAW OFFICES OF ADA R. CORDERO-SACKS
8399 Topanga Canyon Blvd., Suite 304
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NOTICE: EVERYONE WHO LIVES IN THIS RENTAL UNIT MAY BE EVICTED BY COURT ORDER. READ THIS FORM IF YOU LIVE HERE AND IF YOUR NAME IS NOT ON THE ATTACHED SUMMONS AND COMPLAINT.

1. If you live here and you do not complete and submit this form within 10 days of the date of service shown on this form, you will be evicted without further hearing by the court along with the persons named in the Summons and Complaint.
2. If you file this form, your claim will be determined in the eviction action against the persons named in the Complaint.
3. If you do not file this form, you will be evicted without further hearing.

CLAIMANT OR CLAIMANT'S ATTORNEY *(Name and Address)*: TELEPHONE NO.:	***FOR COURT USE ONLY***
ATTORNEY FOR *(Name)*:	
NAME OF COURT: Superior Court of California, County of Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse - Central District	
PLAINTIFF: Fox Normandie Apartments, LP DEFENDANT: Derrick L. Beverly, an individual	
PREJUDGMENT CLAIM OF RIGHT TO POSSESSION	CASE NUMBER:

Complete this form only if ALL of these statements are true:
1. **You are NOT named in the accompanying Summons and Complaint.**
2. **You occupied the premises on or before the date the unlawful detainer (eviction) Complaint was filed.**
3. **You still occupy the premises.**

(To be completed by the process server)
DATE OF SERVICE:
(Date that this form is served or delivered, and posted, and mailed by the officer or process server)

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is *(specify)*:

2. I reside at *(street address, unit No., city and ZIP code)*:

3. The address of "the premises" subject to this claim is *(address)*:
   849 South Normandie Avenue, Unit #101, Los Angeles, CA 90005 (Los Angeles County)

4. On *(insert date):* [ ], the landlord or the landlord's authorized agent filed a complaint to recover possession of the premises. *(This date is the court filing date on the accompanying Summons and Complaint.*

5. I occupied the premises on the date the *complaint* was filed *(the date in item 4).* I have continued to occupy the premises ever since.

6. I was at least 18 years of age on the date the complaint was filed *(the date in item 4).*

7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed *(the date in item 4).*

8. I was not named in the Summons and Complaint.

9. I understand that if I make this claim of right to possession, I will be added as a defendant to the unlawful detainer (eviction) action.

10. *(Filing fee)* I understand that I must go to the court and pay a filing fee of $ or file with the court the form "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file with the court the form for waiver of court fees within 10 days from the date of service on this form (excluding court holidays), I will not be entitled to make a claim of right to possession.

(Continued on reverse)

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PLAINTIFF *(Name)*: Fox Normandie Apartments, LP DEFENDANT *(Name)*: Derrick L. Beverly, an individual	CASE NUMBER:

NOTICE: If you fail to file this claim, you will be evicted without further hearing.

11. *(Response required within five days after you file this form)* I understand that I will have *five days* (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.

12. **Rental agreement.** I have *(check all that apply to you)*:
    a. ☐ an oral rental agreement with the landlord.
    b. ☐ a written rental agreement with the landlord.
    c. ☐ an oral rental agreement with a person other than the landlord.
    d. ☐ a written rental agreement with a person other than the landlord.
    e. ☐ other *(explain)*:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

(TYPE OR PRINT NAME) ▶ (SIGNATURE OF CLAIMANT)

NOTICE: If you file this claim of right to possession, the unlawful detainer (eviction) action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

— NOTICE TO OCCUPANTS —

YOU MUST ACT AT ONCE if all the following are true:

1. **You are NOT named in the accompanying Summons and Complaint.**
2. **You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed.** *(The date is the court filing date on the accompanying Summons and Complaint.)*
3. **You still occupy the premises.**

(Where to file this form) You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the reverse of this form) at the court where the unlawful detainer (eviction) complaint was filed.

(What will happen if you do not file this form) If you do not complete and submit this form and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. *If you do not file this claim, you will be evicted without a hearing.*

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