



ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT PRIME ASSET MANAGEMENT "HOUSE RULES"

This is a legal document. Please read carefully.

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For the property located at: _____ Unit # _____

The following rules are designed to protect the premises and to set standards for the convenience of all residents and their guests. We anticipate that residents understand their necessity and anticipate the cooperation of all residents and their guests. It must be understood that this Addendum and the rules contained herein are considered a part of the Residential Rental Agreement and that they will be enforced.

RENTAL OFFICE: All rents shall be due on or before the first day of each month and are payable at the Resident Manager's Office/Unit, if on site, or to:

PRIME ASSET MANAGEMENT
4411 MORENA BLVD., SUITE 250
SAN DIEGO, CA 92117

Payments shall be in the form of cashier's check, money order or personal check, and paid Monday through Friday from 9:00AM to 5:00PM. Late and returned check charges will be enforced under the terms of the Residential Rental Agreement. Personal service of legal documents may be served at the above address.

DELIVERIES AND SERVICE PERSONNEL: No person will be admitted to a rental unit by landlord without specific written authorization from tenant. This includes delivery persons, telephone company personnel, etc. Landlord may, without notice, enter rental units in an emergency or to make necessary repairs.

PETS: With the exception of verifiably legally sanctioned service animals, no dogs, cats, birds, pets or animals of any kind, including those belonging to tenant's guests, are permitted on the property at any time.

DAMAGE BY GUESTS: Damage caused by guests of the tenant will be the responsibility of the tenant in possession. The tenant has the responsibility of maintaining the quiet enjoyment of the premises.

STEREOS, TV's, RADIOS AND NOISE: Tenant agrees to moderate the volume controls on stereos, TV's, and radios so that they do not disturb or annoy other residents. In order to keep to a minimum the necessity for the management to police noise problems, tenant agrees that consideration shown by tenant to other residents will doubtless result in other resident's showing such consideration for tenant. Tenant agrees to be especially careful before 9:00AM and after 9:00PM. Any breach of another resident's right to quiet enjoyment is cause for termination of tenancy.

LAUNDRY: Laundry Room hours and regulations are posted in on-site laundry rooms. Tenant agrees that neither owner nor management is responsible for clothes left unattended. Tenant agrees not to overload, over-soap or use dye in any laundry machines. Tenant agrees to help keep the laundry room clean by cleaning up after themselves if they spill detergent, etc. Tenant agrees to use trash containers that are provided for the disposal of trash related laundry only, and not to utilize such trash containers for the disposal of any household or other non-laundry-related trash or debris.

TRASH, REFUSE AND GARBAGE: Dumpsters for refuse and garbage have been placed in central locations at the property. All garbage must be well-wrapped and all boxes flattened or broken down before being deposited into the containers. Tenant agrees not to leave any trash or debris outside of the property's dumpsters or other trash receptacles. Tenant agrees to not put disposable diapers or tampons into the toilet. Tenant agrees not to utilize the property's dumpsters or other trash receptacles in order to throw out furniture or any other debris when moving from the rental unit or to leave any such debris in the unit or in any common area of the property when moving out of the rental unit. If any other trash receptacles have been placed around the property, tenant agrees not to put any food or household trash into any such trash containers but to put all food and household trash into the dumpsters specified for that use.

COMMON AREAS, PATIOS AND BALCONIES: In order to maintain the overall appearance of the property's environment, household items such as brooms, mops, tools, plants, and the like, are to be kept inside the unit and out of view. Tenant agrees not to hang anything on or from the exterior of the building, or on patio balcony railings, stairwell railings, etc. Tenant agrees not to store automobile parts or accessories in any common area or on patios and balconies.

BARBECUE AND OTHER COOKING DEVICES: Due to applicable regulations, matters of safety, and insurance liability, tenant agrees to never use barbecues or any other cooking devices not specifically approved by landlord, or to generate or maintain any open flame for the purpose of cooking food anywhere on the property, with the sole exception of a gas range if one is installed in the unit at landlord's discretion. Tenant further agrees not to allow any guest to do so.

DRAIN STOPPAGE: Tenant agrees not to use dry or liquid drain openers or cleaners, as management advises that they do not work and only compound the problem and cause damage to drains and pipes. Tenant agrees that if it is determined that a plumbing stoppage was caused by tenant's neglect or misuse, tenant shall immediately reimburse the management company for the total cost of such plumbing repair. Maintenance of the property's hot water, heating, installed air conditioning and major appliances, as well as structural integrity of the premises, shall be the responsibility of the owner. Tenant agrees to accept responsibility for replacing light bulbs, including florescent tubes.

PESTS AND INFESTATION: Tenant agrees to accept responsibility for the control of pest infestation by such as ants, flies, moths, fleas and other such pests as can be reasonably expected to be brought about by tenancy importation or neglect.



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ALTERATIONS: Tenant understands, acknowledges and agrees that alterations to the rented premises are prohibited without the prior written consent of management. Tenant agrees that the following are considered to be alterations:

- A. The use of large nails or adhesive hangers for pictures;
- B. The boring, marring or puncturing of any part of the equipment, carpet, window coverings, fixtures, walls or ceiling of the rented premises;
- C. The changing or addition of locks;
- D. The redecoration or painting of the rented premises;
- E. The replacement of any part of the rented premises' equipment or furnishings;
- F. The use of adhesive contact paper on shelving.

FIBERGLASS TUBS AND SHOWERS: Tenant agrees to not use abrasive cleansers on fiberglass tubs/showers or marble tops. Tenant understands that liquid cleansers will help protect the finish.

DISPOSALS: Tenant agrees that even the most careful person will, from time to time, accidentally get something into the disposal which will jam it. Tenant understands and agrees that hard or fibrous items such as bones, peach pits, olive pits, shellfish, corn husks and artichoke leaves will jam the disposal. Tenant agrees to not put these or other solid items into the disposal at the rented premises. Tenant agrees to accept responsibility for the cost of repair if it is determined that such repair was necessitated by tenant's neglect or misuse, or by that of tenant's guests.

DISHWASHERS: Tenant agrees to turn off dishwasher before leaving unit to avert damage caused by any malfunction.

WATERBEDS: Tenant acknowledges and agrees that waterbeds are not allowed without the written approval of management and are allowed only in ground level units. Tenant agrees not to install a waterbed without the written approval of management.

VEHICLES: Tenant agrees that, if parking is assigned on the property, all of the tenant's vehicles must be registered with the management office. All vehicles parking at the property must be registered with the Department of Motor Vehicles, and will be issued a parking permit that must be displayed as required by management. Tenant agrees that guests' vehicles must be parked on the street and/or otherwise off of the property. Tenant agrees that any vehicle not displaying the parking permit issued by management in keeping with the instructions of management as to how such parking permit is to be displayed, as well as illegally parked vehicles and vehicles parked in a space other than that assigned to the tenant, will be towed at the vehicle owner's expense (which includes parking in red zones and driveways). Tenant agrees not to back into parking spaces as structural damage may result and exhaust from the vehicle can enter windows and doorways leading into building(s) on the property, which will produce a health hazard to others. Tenant agrees that management WILL NOT BE RESPONSIBLE for any vehicle break-in, theft or damage. Tenant agrees that repairing vehicles, including undertaking minor maintenance, is prohibited on the property, and tenant agrees to not repair or undertake maintenance of vehicles on the property. Tenant acknowledges and agrees that boats, RV's, large vans and work trucks are prohibited from being parked on the premises, that washing vehicles is not permitted on the premises, and that vehicles that leak fluid of any kind will not be permitted onto the premises. Tenant agrees to accept responsibility for the cleaning of all automotive fluids from the tenant's assigned parking space.

USE OF COMMON AREAS: Tenant acknowledges, understands and agrees that ball playing of any kind, as well as the use of any wheeled device (except as provided by law) such as bicycles, roller skates, roller blades, skateboards, shopping carts, etc., are prohibited on or about the premises and common areas. Loitering is prohibited.

POOL/SPA AREA: Tenant agrees that pool/spa hours of operation are 9:00AM to 8:00PM unless otherwise posted by management. Tenant understands and agrees that persons under the age of 14 are only allowed in the swimming pool/spa and pool/spa area if they are accompanied at all times by a responsible adult. Tenant agrees to follow all posted pool/spa regulations and to ensure that guests also follow all posted pool/spa regulations. Tenant understands and agrees that no glass bottles/containers are allowed in the pool/spa area, that eating is not allowed in the pool/spa area, that nudity is not allowed in the pool/spa area, that scuba and fishing gear or flotation devices are not allowed in the pool/spa area, that no more than two guests per rented unit may be in the pool/spa area at any one time, that guests must be accompanied by an adult resident of the rented premises at all times while in the pool/spa area, and that bathing caps are required to be worn by anyone with shoulder-length or longer hair while in the pool/spa.

VACATING: Tenant understands, acknowledges and agrees that, as required by law, thirty (30) days' written "Notice of Intent to Vacate the premises" must be given to management. Tenant agrees to contact the resident/property manager for apartment inspection and key return to take place on the day Tenant vacates the rented premises. Tenant understands and agrees that no rented premises will be inspected after 6:00PM and that "walk-through" inspections will be performed during standard business hours between 9:00 AM to 6:00PM, Monday through Saturday.

RENTERS' INSURANCE: Tenant acknowledges that the owner is not responsible for damage to tenant's personal property due to theft or damage due to unforeseeable events. Tenant has been advised of the value of renter's insurance that should be obtained through a reputable insurance company.



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MOLD PREVENTION AND CONTROL

In order to prevent and control the occurrence and growth of mold at the rented premises, and to provide and maintain a clean and healthy living environment for all occupants, the landlord has inspected the rented premises prior to tenant's occupancy and hereby advises tenant that landlord knows of no mold or mildew contamination, or plumbing leaks, or wet or damp building materials or areas, or any musty smells that might denote mold or mildew contamination. Tenant acknowledges that tenant has performed an inspection of the rented premises and knows of no mold or mildew contamination, or plumbing leaks, or wet or damp building materials or areas, or any musty smells that might denote mold or mildew contamination.

Tenant acknowledges understanding of the fact that molds are simple microscopic organisms which are found in virtually every indoor and outdoor area. Tenant understands and acknowledges that moisture is necessary for and can contribute to the growth of mold. Tenant acknowledges the fact of being faced with the prospect of having to be sensitive to, and to control, sources of moisture and growth of mold at the rented premises. Since the tenant will utilize the rented premises as a dwelling unit and is therefore the individual who will be most familiar with the condition of the rented premises on a regular basis, tenant acknowledges and accepts primary responsibility for undertaking the prevention of the growth of mold, as reasonable, for observing and inspecting the rented premises for suspected or actual mold growth, and for immediately notifying and reporting to landlord any and all suspected or actual mold growth at the rented premises upon its discovery by tenant.

Tenant hereby agrees to the following:

1. **Moisture Accumulation:** Tenant shall remove any visible moisture accumulation in and about the rented premises, including but not limited to interior walls, windows, floors, ceilings, and bathroom and kitchen fixtures; shall mop up spills and thoroughly dry such affected areas as soon as possible after occurrence; shall use exhaust fans in kitchen and bathroom(s) as appropriate, and shall keep climate and moisture in the rented premises at reasonable levels by ventilating as necessary. Tenant shall use reasonable care to prevent outdoor moisture from precipitation or flowing water, such as rain or flood, from entering the unit, by closing windows and doors, including sliding glass doors, during any such occurrence.
2. **Apartment Cleanliness:** Tenant agrees to be conscious of and to control other common household sources of mold, such as but not limited to household plants, stand-alone air filtration systems, and dehumidifiers. Tenant agrees not to utilize humidifiers in or about the rented premises without the written consent of landlord. Because regular cleaning and disinfection of dwellings, particularly the cleaning and disinfection of hard surfaces such as counter tops and showers with mild non-polluting cleansers and anti-microbial agents, as well as the regular vacuuming and dusting of dwellings, can help retard the invitation, establishment and growth of mold, tenant agrees to clean and dust the rented premises regularly, and agrees to keep clean the rented premises, particularly kitchen and bath.
3. **Notification to Management:** Tenant shall promptly notify management in writing of the presence of the following conditions:
 - a) A water leak, excessive moisture, or standing water either inside or about the rented premises;
 - b) A water leak, excessive moisture, or standing water in any community common area;
 - c) Mold growth in or on the rented premises that persists after resident has tried several times to remove it with household cleaning solutions such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach;
 - d) A malfunction in any part of the heating, air-conditioning, or ventilation systems at the rented premises.
4. **Indemnification:** Tenant agrees to hold harmless the landlord, landlord's agents, Prime Asset Management and all of their subsidiaries, affiliates and related entities, predecessors and successors in interest and assigns, and landlord/agent's past, present and future agents, subcontractors, material providers, employees, insurers and attorneys from any future actions, claims, damages, losses, injuries, attorney's fees, and costs resulting from the action or inaction of tenant or any other occupant of the rented premises (such as but not limited to tenant's guests) as to the cleaning or maintenance of the rented premises as related to the prevention and control of mold, or of failure of tenant to provide for the prevention and control of mold, or of failure of tenant to report in a timely manner conditions related to the prevention and control of mold to the landlord/agent, as required.