

Attachment List

Appeal of Use Permits 24PLN-08, -09, -10

1. Requested Documents from Appellant
2. Public Comments Received Prior to September 5, 2024

Attachment 1

Requested Documentation from Appellant - Table of Contents

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Annual income statements	To be provided directly to Andy Heath, Finance Director for a report to City Council	Report to be made at September 10, 2024 meeting	

WANGER JONES HELSLEY PC
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August 30, 2024

VIA EMAIL & UNITED STATES MAIL

Grass Valley City Council
c/o Taylor Day, City Clerk
CITY OF GRASS VALLEY
125 E. Main Street
Grass Valley, CA 95945

Lucy Rollins
Senior Planner
CITY OF GRASS VALLEY
125 E. Main Street
Grass Valley, CA 95945

**Re: September 10, 2024, Hearing on Cascade Housing
Association's Appeal of Applications 24PLN-0008, -
0009, and -0010**

Dear Honorable Councilmembers and Ms. Rollins:

During its August 13, 2024, hearing on Cascade Housing Association's ("Cascade") Appeal of Applications 24PLN-0008, -0009, and -0010 (the "Appeal"), the City Council requested additional information from Cascade. I have enclosed a narrative attachment and supporting documentation from Cascade in response to the Council's requests.

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WANGER JONES HELSLEY PC

Grass Valley City Council

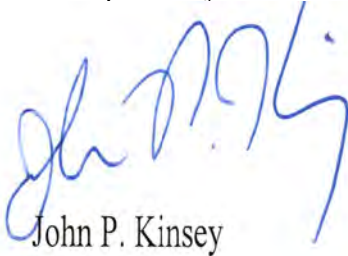
Ms. Lucy Rollins

August 30, 2024

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Should you have any questions regarding the enclosed information or any further questions regarding the facilities at issue in the Appeal, I would be happy to discuss the issue further with the appropriate representatives of the City.

Respectfully submitted,



John P. Kinsey

Enclosures

cc: Michael Colantuono,

Attachment

[Information Requested by City Council]

This document includes Cascade Housing Association’s (“Cascade”) responses to the requests for information made verbally by the Grass Valley City Council (“City” or “Council”) at the August 13, 2024, hearing on Cascade’s appeal.

Recoverable Depreciation:

Council Request: At the August 13, 2024 hearing, the Council inquired whether Cascade experienced any losses and, if expenses could be written off. The Council similarly asked about whether Cascade could take advantage of any recoverable depreciation associated with the destruction of the original carports.

Response: One of the benefits associated with Cascade being a non-profit entity is that any positive cashflow it carries over from year to year is not taxable as profit. That said, as a 501(c)(3) non-profit entity with no tax burden, Cascade does not receive an offset to any taxable income (or any other benefit) due to a loss. As a result, Cascade does not receive any tax benefit, whether in the form of write-offs or recoverable depreciation, as a result of any business expenses or losses. (See **Exhibit A**.)

Moreover, even if Cascade were a for profit entity, according to Cascade’s accountant, carports are generally depreciated over a 15-year period, and the carports were over 15-years old at the time of the snow event. (See **Exhibit A**.)

Lease Agreements:

The Council requested that Cascade confirm whether its lease agreements include any terms contemplating that covered parking be made available.

Response: There are no terms within any of the lease agreements that contemplate covered parking would be made available to any resident. Cascade is enclosing copies of its form contracts as **Exhibit B** [Oak Ridge Rental Agreement], **Exhibit C** [Cedar Park Rental Agreement], and **Exhibit D** [Glenbrook Rental Agreement].

Cambridge Real Estate Services Management of Ingress/Egress During Strong Winter Events:

The City Council inquired about how Cascade’s property managers address severe snow and ice events.

Response: Cambridge Real Estate Services (the “Property Manager”) for Cascade executes several procedures to assist with emergency response and the monitoring of vulnerable areas during severe winter events.

Attachment

[Information Requested by City Council]

These practices include:

When temperatures fall below zero, the following and other practices are implemented by management staff:

- Physical inspections of all vacant units, laundry facilities, and common areas during all freeze events.
- Management staff runs water to avoid pipeline freezes, and proactively inspects for frozen pipes and drain lines to avoid disruptions in utilities. Significant attention is paid to lower-level units for signs of frozen drain lines in buildings with stacked units. Areas with exposed piping are inspected multiple times throughout the day.
- Management staff turns on the heat in all vacant units, laundry facilities, and common areas. Management staff also uses portable plug-in accordion heaters to augment common HVAC heat to ensure temperatures are safe and comfortable.
- Management staff inspects fire suppression sprinkler systems, including the inspection of all riser rooms, stairwells with equipment, and control valve rooms.

All winter storm events, including freezing events, management performs the following additional activities:

- Sending email blasts to residents with detailed instructions depending on the nature of the event.
- Surveying property for priority issues, including blocked entrances/exits, fallen tree limbs or trees.

When temperatures return to above freezing, management staff performs the additional activities:

- Further physical inspections of all vacant units, laundry facilities, and common areas.
- Further temperature control as needed.
- Perform inspections to run water, and check for frozen pipes and drain lines.
- Buildings with stacked units are inspected top-down and bottom-up, especially for water-related issues and physical damage.
- Perform physical inspections of fire suppression systems, including the inspection of all riser rooms, stairwells with equipment, and control valve rooms with sprinkler heads exposed.
- Check drains (roof, common area, parking lot, and related areas), and remove debris to avoid flooding.

During snow events, property management facilitates the removal of snow accumulating on pathways, sidewalks, and common areas when it is safe and feasible to do so. If carports are present, rock salt/ice melt is applied to the top of the structures to enhance the melting process. Once snow has accumulated to approximately 4 inches, a snow removal vendor is contacted to clear the entrances/exits, parking lots and driveways.

Attachment **[Information Requested by City Council]**

This year, property management will commence sending flyers to residents in its Grass Valley apartments similar to that sent annually to its higher-elevation properties, such as Truckee, California. (See **Exhibit E**.)

Request for AMI/Income Levels By County:

The City Council requested to see the AMI/income levels for each county and rent detail for each property.

Response: Exhibit F is a memorandum from the California Tax Credit Allocation Committee (CTCAC) entitled “2024 Income Limits and Maximum Rents.” This memorandum includes information regarding Nevada County income and rent levels highlighted for all three properties.

Exhibits G, H, and I are Marketing Flyers for each property reflecting the maximum rent allowed per unit, minus the utility allowances of the County.

The affordability restrictions are also outlined in the Tax Credit Worksheets included as **Exhibits J, K, and L**.

Requirements for Full Replacement Coverage: The Council also asked if there was any condition or other requirement in Cascade’s loan document mandating that Cascade maintain full replacement coverage for the carports.

Response: Information regarding insurance requirements from the State of California are enclosed as **Exhibit M & Exhibit N** [Relating to Cedar Park and Glenbrook; Exhibit B of each Regulatory Agreement] and **Exhibit O** [Oak Ridge Multifamily Loan and Security Agreement, located in Article 9].

It is unclear per the insurance requirements set by the lenders as to the extent of coverage that was needed specifically for the carports. After consulting with the California Housing Financing Agency (“CalHFA”) it was clear that the approval to not replace the carport structures was the lender’s stance, as you will see in email correspondence as **Exhibit P**.

Construction Proposals:

The Council noted that the proposal for the replacement of the carports was provided from a company whose principal was subsequent hired by Cascade, and thus requested additional construction proposals for the replacement of the carports.

Response: Cascade has obtained two new construction proposals for the replacement of the carports, which are enclosed as **Exhibit Q** and **Exhibit R**.

Attachment

[Information Requested by City Council]

Number of Carports Full/Partially Damaged: The Council requested greater detail regarding the number of spaces that were affected by structural integrity issues, including those carports that were damaged fully or partially.

Response: Prior to the storm event, the properties including the following number of covered carports:

- Cedar Park: 20 structures covering 81 spaces [out of 193 spaces total]
- Glenbrook: 12 structures covering 56 spaces [out of 110 spaces total]
- Oak Ridge: 16 structures covering 67 spaces [out of 144 spaces total]

During the January 2023 extreme weather event, all of the parking structures experienced some form of structural damage, including catastrophic failure. It is clear the decision to remove all carport structures was supported by both the Carport Condition Assessment attached as **Exhibit S** [Glenbrook] and the letters from Farmers Insurance claims adjuster of the field inspections, attached as **Exhibit T** [Oak Ridge] and **Exhibit U** [Cedar Park].

Multi-Year Annual Income Statement:

The Council requested that Cascade provide more detailed information to show the carports would be unduly burdensome from a financial perspective.

Response: Cascade has compiled additional financial information for the City's review. This information will be provided following the execution of an agreement with the City to maintain the confidentiality of those records.

Inspection Reports:

The Council also requested TCAC and other lender inspection reports for the three properties prior to the January 2023 snowstorm.

Response: the inspection reports for the three properties are attached as **Exhibit V** [Glenbrook], **Exhibit W** [Cedar Park], and **Exhibit X** [Oak Ridge].

In addition, prior to the January 2023 snowstorm, the carports were inspected at least weekly by property management and maintenance staff.

Attachment **[Information Requested by City Council]**

Other Information:

In addition to the information submitted in response to questions from the City Council, Cascade believes the following additional information would be helpful for the City Council to better understand Cascade's activities immediately following the catastrophic carport failures.

We understand Cascade has received criticism for not contacting the City to receive demolition permits for the carports. This was unintentional. Cascade believed it was acting in a manner that was reasonably prudent by removing the carports to avoid personal injury and further damage to private property. In addition, as you will see from **Exhibit P**, Cascade contacted the California Housing Financing Agency to confirm the carport removal was allowed under Section 12(d) of Cascade's Regulatory Agreement. This effort to contact a state agency shows Cascade's good faith in seeking to immediately resolve a threatened safety concern in a manner consistent with applicable rules and regulations.

The pictures in the documents attached as **Exhibits Y and Z**, in turn, include pictures of the collapsed carports, which demonstrate the need for urgency to avoid harm to Cascade's residents.

EXHIBIT “A”

Denni Ragsdale

Subject: FW: Grass Valley Carport Depreciation

From: Steve Bjorklund <Steve@BandMcpa.com>
Sent: Thursday, August 22, 2024 8:59 AM
To: Kristi Isham <kristi.isham@cascadehousing.org>; Ron Montplaisir <rmontplaisir@ironcreektax.com>
Cc: Denni Ragsdale <denni.ragsdale@cascadehousing.org>
Subject: RE: Grass Valley Carport Depreciation

Kristi,

Carports are generally depreciated over a 15 year period for tax purposes.

Cascade Housing Association ("CHA") is a tax-exempt entity under Internal Revenue Code Section 501©(3). Since CHA is a tax-exempt entity it receives no direct federal tax benefit from claiming depreciation expense.

Steve

[Steven R. Bjorklund](#)

Iron Creek Tax & Consulting - Portland, OR
Tel (503) 643-6400 ext. 2001
Fax (503) 641-4345

To send files to me via my secure upload service (ShareFile by Citrix), [Click Here](#) or type the url into your web browser:
<https://cpa.sharefile.com/r-rfc0718af5cc64a3fbba79c2a4d4ff25b>

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From: Kristi Isham <kristi.isham@cascadehousing.org>
Sent: Tuesday, August 20, 2024 11:22 AM
To: Ron Montplaisir <Ron@BandMcpa.com>; Steve Bjorklund <Steve@BandMcpa.com>
Cc: Denni Ragsdale <denni.ragsdale@cascadehousing.org>
Subject: Grass Valley Carport Depreciation

Hello Gentleman,

Currently working with City Council in Grass Valley about carports that failed during the snow storm 2023. One question that I need your help with is
From the insurance pay out, is the depreciation amount a write off for Cascade Housing.

Thank you,

Kristi

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

EXHIBIT “B”

<input type="checkbox"/> MOVE-IN		<input type="checkbox"/> LEASE RENEWAL		<input type="checkbox"/> TRANSFER OLD UNIT # _____		<input type="checkbox"/> FILE CHANGES				
PARTIES	DATE		PROPERTY NAME / NUMBER Oak Ridge Apartments							
	RESIDENTS (NAME ALL ADULTS):									
	PREMISES ADDRESS			UNIT #	CITY	STATE	ZIP			
	OWNER/AGENT					PHONE				
ADDRESS				CITY	STATE	ZIP				
TENANCY	<input type="checkbox"/> LEASE TERM BEGINNING:		AND ENDING:							
	<input type="checkbox"/> CHECK IF EARLY TERMINATION PROVISION APPLIES. AMOUNT: \$		(1/2 TIMES MONTHLY STATED RENT IF BLANK)							
	<input type="checkbox"/> MONTH TO MONTH BEGINNING:		RENT DUE DATE (IF OTHER THAN FIRST):							
FINANCIAL TERMS	MONTHLY STATED RENT	\$	RENT DUE AT MOVE IN		DUE	\$				
	OTHER	\$	FROM	THRU						
	OTHER	\$	SECOND RENT PAYMENT		DUE	\$				
	OTHER	\$	FROM	THRU						
	OTHER	\$	SECURITY DEPOSIT (REFUNDABLE)				\$			
	TOTAL MONTHLY CHARGES	\$	ADDITIONAL SECURITY DEPOSIT (PETS, ETC.)				\$			
	LATE CHARGE: (CHOOSE ONE)	<input type="checkbox"/> FLAT FEE OF \$	PET FEE				\$			
		<input type="checkbox"/> PER DAY @ \$	NON-REFUNDABLE FEES (DESCRIBE OWNER / AGENT EXPENSE)				\$			
	<input type="checkbox"/> 5% OF STATED RENT EVERY 5 DAYS	OTHER MONTHLY CHARGES				\$				
RETURN CHECK CHARGE:	\$	<input type="checkbox"/> IF CHECKED, DEPOSITS WILL BE HELD BY OWNER.								
PRO-RATE METHOD: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C (See #1 on page 2)										
OTHER OCCUPANTS	NAME	DATE OF BIRTH	MAKE/MODEL	STATE	LICENSE PLATE #	RENT	+\$ _____			
						DEPOSITS	+\$ _____			
						FEES	+\$ _____			
						OTHER	+\$ _____			
						PRIOR PAYMENT	-\$ _____			
						EXECUTION DEPOSIT	-\$ _____			
							\$ _____			
						\$ _____				
						TOTAL DUE AT MOVE IN	+\$ _____			
<p>SMOKE ALARMS: California law requires smoke detectors to be installed in all dwelling units intended for human occupancy. Resident acknowledges and the owner/landlord certifies that the unit is equipped with an operable smoke detector as required by California Health and Safety Code Sections 13113.7 and 13113.8 and that the smoke alarm is approved and listed by the State Fire Marshal and installed in accordance with the State Fire Marshal's regulations. The owner/landlord is responsible for testing and maintaining smoke detectors in the lodging houses and common stairwells of apartment complexes and other multiple dwelling complexes. Resident acknowledges that an owner/landlord or any other authorized agent of the owner may enter any dwelling unit owned by the owner for the purposes of installing, repairing, testing, and maintaining single station smoke detectors as required by California law. Except in cases of emergency, the owner/landlord or any other authorized agent of the owner shall give the Resident reasonable notice in writing of the intention to enter and shall enter only during normal business hours. Twenty-four hours shall be presumed to be reasonable notice in the absence of evidence to the contrary. It is the Resident's responsibility to notify the owner/landlord if the Resident becomes aware of an inoperable smoke detector within his or her dwelling unit. The smoke detectors must be centrally located outside each sleeping area. The owner/landlord or any other authorized agent of the owner shall correct any reported deficiencies in the smoke detector and shall not be in violation of Section 13113.7 when he or she has not received notice of the deficiency.</p> <p>TYPE OF SMOKE ALARM: <input type="checkbox"/> 10-YEAR BATTERY <input type="checkbox"/> ELECTRIC <input type="checkbox"/> ELECTRIC WITH BATTERY BACK UP</p>										
						INITIAL HERE _____				
UTILITIES	PAYED FOR / PROVIDED BY:	ELECTRICITY	WATER	SEWER	GARBAGE SERVICE	GARBAGE CONTAINER	BASIC CABLE	GAS	OTHER _____	PETS (NUMBER & TYPE - APPROVED BY MANAGEMENT) APPROVED FOR USE: <input type="checkbox"/> WATERBED <input type="checkbox"/> AQUARIUM <input type="checkbox"/> MUSICAL INSTRUMENTS <input type="checkbox"/> IF CHECKED, RENTER'S INSURANCE IS REQUIRED
	OWNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	RESIDENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	THE FOLLOWING UTILITIES OR SERVICES PAID FOR BY TENANT WILL BENEFIT OTHER TENANTS OR MANAGEMENT. SERVICE CHARGE FOR CABLE / INTERNET / ETC. (\$ or %) _____ ANY YARD INCLUDED IN THE LEASED PREMISES WILL BE MAINTAINED BY: <input type="checkbox"/> RESIDENT <input type="checkbox"/> OWNER / AGENT									
<p>IF THE TENANCY IS FOR A SET TERM, RESIDENT MUST GIVE OWNER/AGENT WRITTEN NOTICE OF INTENT TO VACATE AT LEAST 30 DAYS PRIOR TO THE END OF THE TERM OR THE TENANCY WILL, AT THE OPTION OF THE OWNER, CONVERT TO A MONTH TO MONTH TENANCY AUTOMATICALLY.</p> <p>SPECIAL LEASE PROVISIONS AND/OR DISCLOSURES:</p>										
<p>I / WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS LISTED ON BOTH PAGES OF THIS CONTRACT.</p>										
RESIDENT X	DATE				RESIDENT X	DATE				
IN CASE OF EMERGENCY NOTIFY:			STREET ADDRESS				PHONE			
OWNER / AGENT X	DATE					IF APPLICABLE, REAL ESTATE BROKER APPROVAL				
						DATE				

TERMS AND CONDITIONS

- RENTS:** Rents are due and payable on the first of the month and must be paid on time. If rent is not paid by the end of the _____ day of the month a late fee in the amount stated on your Rental Agreement will be imposed on the _____ day of the month and Owner (as used herein "Owner" or "Landlord" shall mean the owner and landlord of the property described on the front page of this Agreement) and its Agents (as used herein, "Agent" shall mean any authorized agent of Owner) may require the rent payment and late fee to be paid by certified check or money order. Partial payments will not be accepted without prior management approval. To protect Owner and its agents, Owner may refuse to accept cash payments of rent, rent payments from anyone other than the Resident (as used herein, "Resident" or "Tenant" shall mean a party identified as such on the front of this Agreement and a tenant of the property described on the front of this Agreement) or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner may require Resident to make all future rent payments by certified check or money order. Month to month rents may be increased with a 30 day written notice. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by the Owner/Agent, which method will be consistently applied throughout the rental term: a) a 360 day year composed of twelve months of 30 days each; b) a 365 day year; or c) the actual number of days in the current month. The daily amount will be multiplied by the actual number of days of occupancy in the current month. NOTE: Unless otherwise specified, the pro-rate shall be based on a 365 day year. Rent payments are to be made in the form of cash, check, certified check or money order, subject to the limitations set out in this section and in CA Civil Code Section 1947.3. If rent payments are made personally, they shall be made to the Owner/Agent at the address listed on the front page of this Rental Agreement. Except where formal hours are posted otherwise, usual business hours will be from _____ to _____ weekdays. Weekend business hours may be posted at the Owner/Agent's discretion; otherwise, weekends and holidays will be by appointment.
- NONPAYMENT OF RENT NOTICES:** Timely payment of rent by the due date is of the essence and failure to pay the contract rent on or before the specified due date will subject the Resident to immediate service of a three-day notice to pay rent or quit.
- APPLICATION OF PAYMENTS:** All payments made by Resident to Owner after the tenancy commences, no matter how designated by Resident, may be applied by Owner as follows: first to any outstanding amounts due landlord for damages/repairs, utilities, deposits, fees, etc.; second, to any rent outstanding from prior months; third, to the current month's rent, and last, to outstanding late charges.
- EARLY TERMINATION OF LEASE:** If this is a lease for a set term, failure by the Resident(s) to complete the term because of a voluntary termination by Resident(s) or termination by the Landlord for a Resident breach, will expose Resident(s) to the payment of damages. If the early termination box is checked on the front of this agreement to allow Resident(s) to terminate early without uncertainty as to the amount that will be owed as a result, it is agreed that upon any failure of Resident(s) to occupy the unit for the full term, for any reason, Resident(s) will pay to Landlord, in lieu of all other damages or amounts that could be recovered, all of the following: a) all rent, unpaid fees and other non-rent charges accrued prior to the date the unit is vacated; b) all damages relating to the condition of the unit; c) if Resident has given at least 30 days notice of the early termination, an early termination fee in the amount set forth on the front of this agreement, or if none stated, equal to 1 1/2 month's stated rent to cover Owner's potential vacancy loss and advertising and administrative costs associated with re-renting the unit and if Resident has not given at least 30 days notice of the early termination the fee will be 150% of the previously stated amount to cover the increased rental loss associated with no advance notice; and d) interest on the above amounts at the statutory rate from the date each was due. The early termination fee is due on the earlier of the date Resident(s) give notice to vacate or the date the unit is vacated. All other amounts are due at the times specified in this agreement. If the early termination box is not checked, Resident will be liable to Landlord for all actual damages resulting from the early termination, including but not limited to: repayment of concessions; all rent through the earlier of the date the unit is re-rented and the lease termination date; advertising and administrative costs to re-rent the unit; concessions given to re-rent the unit; the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original rental agreement; and the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
- TERMINATION:** A 30 day written notice to terminate will be required for a month to month tenancy. **If the tenancy is for a set term, Resident must give Landlord written notice of intent to vacate at least 30 days prior to the end of the term or the tenancy will, at the option of Landlord, convert to a month to month tenancy automatically, with all conditions, rules and regulations continuing.** Such month to month tenancy may be terminated by Resident after service upon Owner/Agent of a written 30-day Notice of Termination. Except as prohibited by law, that month to month tenancy may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year," the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day notice.
- PETS, WATERBEDS AND MUSICAL INSTRUMENTS:** No cats, dogs or other pets capable of causing damage to persons or property are allowed without a signed Pet Agreement, and a pet fee paid by the Resident. The Resident will be responsible for any and all damage caused by their pets. Waterbeds are permissible only with proper insurance and written approval by management. Pianos and organs are not allowed without the written consent of management.
- OCCUPANTS:** The unit will be used only for housing persons listed on the Rental Agreement. Additional Residents must be approved by management and are subject to full screening procedures. Persons other than those specifically listed on the Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 10 consecutive days, or a total of twenty days in any twelve month period. For purposes of this section, "staying in the rental unit" means presence on the premises for a substantial amount of time, whether during the day or overnight, and shall include, but not be limited to, long-term or regular

- house guests, live-in baby-sitters, visiting relatives, etc. Resident shall notify the Landlord in writing at the earlier of: any time the Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be required to submit a report to the Landlord identifying any persons not identified on the Rental Agreement and staying in the rental unit for more than 10 consecutive days, or twenty nonconsecutive days in any twelve month period, and shall state whether such person is contributing to the income of the Resident and to what extent.
- SUBLETTING:** Transfer of any interest in this agreement or subletting the premises is not permitted without Owner/Agent written approval.
 - CARE OF PREMISES:** The Resident agrees to keep all areas of the premises clean, sanitary and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Residents shall take particular caution regarding the use of cigarettes and other fire hazards. Residents shall not store flammable or hazardous materials. Residents are responsible for all damages to furnishings or premises caused by their negligence. Resident shall report leaky or defective faucets at once. Expense or damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins must be paid by the Resident as well as any damage to the building or furnishings other than ordinary wear and tear. The Resident shall be responsible for notifying the Owner/Agent when Resident becomes aware of an inoperable dead bolt lock or window security or locking device in the dwelling unit.
 - USE OF AND CHANGES TO PREMISES:** All electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities or appliances on the premises are to be used in a reasonable manner. Resident will immediately obtain, pay for and not allow to be disconnected or discontinued the utilities for which Resident is responsible. Resident will make no changes or additions to the premises or install anything on the walls, ceilings or in the windows without the prior written consent of Owner/Agent. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's Satellite Dish policy and applicable law.
 - DAMAGE:** The Resident agrees not to destroy, damage, deface or remove any part of the premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.
 - SECURITY DEPOSITS:** All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear or unpaid accounts (including rent) either during the tenancy or at the time of move-out. If used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from you at the time the accounting is sent to you. Any amounts not paid by you within 31 days of the due date will incur interest at 1% per month. If any overdue accounts are turned over to a collection agency, the Resident will be responsible for all collection agency fees and charges. Sending the accounting and/or refunding any deposit does not waive the owner's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit received from multiple residents shall be refunded only when the last resident vacates the unit and terminates their tenancy, unless other arrangements are made with Owner/Agent in writing. Security deposits may be deposited into an interest bearing account. All interest shall accrue to the benefit of Owner/Agent pursuant to their agreement. No interest will be paid to resident on security deposits. If the "Deposits Held By Owner" box is checked on page 1 of this Rental Agreement, all deposits will be deposited by manager into a trust account as required by California law. Manager will then forward the deposits to the owner of the property, who will manage the deposits pursuant to California law.
 - FEES:** Upon termination of the tenancy and delivery of possession, Owner/Agent shall first apply any fee to the related landlord expense as reasonably assessed against Resident, before applying Resident's security deposit, if any, to that expense. Owner may charge a fee not to exceed \$25 each time Owner sends a notice to Resident as a result of Resident's non-compliance with this agreement to cover Owner/Agent's administrative expenses for issuing the notice.
 - JOINT RESPONSIBILITY:** All Residents are jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the living unit or common area by the Resident, any Resident or Occupant of the same unit or their guests. Cost of repairs for damage must be paid within 30 days after receiving a bill unless other arrangements have been made, in writing, with management. Any valid termination notice received from any one Resident may be considered by Landlord a termination notice from all Residents. Any Residents not giving the notice who desire to remain in the premises, may be required to submit updated financial information and requalify under Owner/Agent's then current criteria.
 - ACCESS:** The Resident agrees not to unreasonably withhold consent to the Owner/Agent to enter the unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements or to show the unit to prospective buyers or Residents. Owner/Agent may enter the unit without consent in an emergency or at any reasonable time with 24 hours actual notice or after receipt of tenant's written request for maintenance. If the Owner/Agent is obligated to maintain the yard, the Owner/Agent, or their contractors, may enter the yard, without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.
 - ABSENT:** The Resident agrees to notify the Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.
 - LEGAL ACTION:** In the event an action is brought by any party to enforce any term of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party, in addition to costs, reasonable attorney's fees.
 If checked, the total amount the prevailing party shall recover shall not exceed \$_____.
 - LOCKS:** Doors of Residents' unit shall be kept locked. Resident shall notify Owner/Agent in writing if locks fail to operate. The Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Residents. Resident shall not change the locks without Owner's prior consent. Resident shall immediately provide Owner with a key to any new locks installed.
 - RENTER'S INSURANCE:** If renter's insurance is required on the front of this Agreement, Resident will obtain and maintain insurance with a minimum of \$100,000 of liability coverage. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the unit and thereafter upon request. Failure to maintain such insurance in full

- force will be considered a material non-compliance with this Agreement. If insurance is not required by this Agreement, Resident should maintain renter's insurance to cover Resident's liability to Owner/Agent, as well as damage or destruction of Resident's property. Whether or not renter's insurance is required, Resident is not a co-insured under, and has no rights to, Owner/Agent's insurance policies. Except to the extent required by law, Owner/Agent is not responsible for, and its insurance does not cover damage or destruction to, Resident's property. Except to the extent prohibited by law, Resident, on behalf of himself and Resident's insurers, hereby waives any right to subrogation against Owner/Agent or their agents, employees or insurers with respect to any loss or damage relating to Resident's property to the extent such loss or damage is covered by Resident's renter's insurance. Owner/Agent does not waive any subrogation rights its insurers may have.
- CONDUCT:** The premises are to be used only as a dwelling. All Residents are responsible for their own conduct, that of the other Residents in the unit and their guests. Noisy conduct that disturbs the quiet enjoyment of any other Resident or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. no noise may be emitted from the unit that can be heard outside the unit. This includes stereos, radios, televisions, etc. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscape areas except where specifically permitted by management. The use, possession, manufacture, or distribution of illegal substances either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: a) be on the premises who has been excluded from the common areas by Owner/Agent; or b) stay in their unit, as defined in section 7 above, who has had their rental agreement terminated by Owner/Agent. Any action by Resident, any occupant of Resident's unit, or any guest of Resident that interferes with the management of the premises, shall be considered a material non-compliance with this rental agreement.
 - MALFUNCTIONS:** The Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. The Resident shall not tamper with the heating system, appliances, locks, doors, light fixtures, or smoke alarms or make any alterations of any nature on or to the premises without the specific written consent of management.
 - RESIDENT LOSSES:** The Owner/Agent shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of the Owner/Agent. The Resident shall be limited to the rights and remedies specified under California law.
 - CO-SIGNER:** If the obligations under this agreement are guaranteed by a co-signer, Resident agrees that Owner/Agent would not have rented without the guaranty. In the event the guaranty is terminated or becomes unenforceable for any reason, this will be considered a material non-compliance with this agreement.
 - COMMUNITY RULES:** Unless Owner/Agent has custom rules and regulations for the property, the rules and regulations contained in MMHA form M132 CA (Community Rules & Regulations) apply and are incorporated by reference herein.
 - NOTICES:** All notices required under the Rental Agreement or State law to be in writing shall be served personally, by first class mail or by first class mail and attachment. If served by first class mail and attachment, a notice from the Owner/Agent to the Resident shall be deemed served on the day and at the time it is both mailed by first class mail to the Resident at the premises and attached in a secure manner to the main entrance of that portion of the premises of which the Resident has possession. If served by first class mail and attachment, a notice from the Resident to the Owner/Agent shall be deemed served on the day it is both mailed by first class mail to the Owner/Agent at the address set forth on this Agreement and attached in a secure manner to the main entrance of the complex office, if one exists, and if not, to the Owner/Agent's location identified on the front of this Agreement. If the main entrance to the complex office is located inside a building, the notice should be attached to the main entrance of such building. Owner/Agent is authorized to accept notices on behalf of the owner of the premises. Personal service may be effected for the purpose of service of process and for the purpose of receiving and receipt of all notices and demands at the telephone number, and street address of the Owner/Agent listed on the front page of this Rental Agreement.
 - PARKING:** Unless Owner/Agent has custom parking rules for the property, all off street parking is governed by the rules and regulations contained in MMHA form M158 CA (Parking/Carport Agreement) which Resident acknowledges receiving and is incorporated by reference herein.
 - CONTROL OF COMMON AREAS:** Owner/Agent and any person designated by Owner/Agent retains control over any common areas of the Premises for the purposes of enforcing state trespass laws.
 - REQUESTS FOR REASONABLE ACCOMMODATION/MODIFICATION:** As required under federal, state, and local fair housing laws, Residents with disabilities may request reasonable accommodations/modifications related to their housing. All requests must be made to the Owner/Agent specifying the nature of the requested accommodation/modification. It is recommended, but not required, that such request be made in writing.
 - TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION:** If any information supplied in conjunction with application for this rental unit is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Owner's then current rental criteria, this is grounds for termination of tenancy.
 - MEGAN'S LAW 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.
 - COMPLETE AGREEMENT:** This Rental Agreement, any rules and regulations for the premises, and any other written addenda executed by the parties on or after the date of this Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. If this is a renewal of an existing Rental Agreement, all written addenda executed on or after the date of the original Rental Agreement that are consistent herewith are incorporated herein. If any clause or part of a clause of this Rental Agreement is found to be unenforceable by a court or other body with proper authority then that clause or part of the clause will be deleted and the rest of this Rental Agreement shall remain in full force and effect.

ON SITE RESIDENT MAIN OFFICE (IF REQUIRED)

INITIAL HERE _____

ADDENDUM TO RENTAL AGREEMENT

CAMBRIDGE
real estate services

Property Name Cedar Park Apartments Unit # _____

Resident Name(s) _____

Authorized Agent: The name of the person authorized to manage the property and act on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands is Cambridge Real Estate Services.

Rules and Regulations: The resident understands and agrees to abide by all of the terms and conditions listed on the Rental Agreement and all separate rules and regulations which are incorporated as part of this Agreement.

Early Termination Exception: The lease buy-out option does not exist during the initial lease term of a property operated under Section 42 of the IRS Code.

Unenforceable Provisions: The resident agrees that, if at some future date, a portion of this agreement should be judged unenforceable by a court of law, all other portions will remain in force.

Security Deposits: If the security deposit increases due to a change in the number of residents, the amount of the increase will be the responsibility of the remaining resident(s).

Delivery of Possession: Landlord shall not be liable to resident for failure to deliver possession at the beginning of the term if such failure is due to circumstances beyond the Landlord's reasonable control, including the prior tenant's failure to vacate.

Partial Payments: Partial rent payments will not be accepted.

Late Charges: A late charge totaling \$50.00 will be charged if rent is paid after 5 p.m. on the 4th of the month. Exception: If the 5th of the month falls on a Sunday or a holiday, the late fee will be assessed on the next business day.

Babysitting: Except where otherwise allowed by local ordinance or housing program (i.e. Section 42 housing), operation of a commercial day care facility within an apartment must be disclosed to and approved by management.

Winterizing: The Resident shall comply with all reasonable requests made by the Landlord regarding the care of their apartment, including but not limited to directions regarding protecting the property against damage due to freezing temperatures; proper use of fixtures and appliances; and generally accepted housekeeping standards including but without limitation to cleaning supplies, techniques and frequency.

Barbecues: Barbecues: as of December 1st, 2022, no barbecue of any type may be stored or used on the Premises. This includes, but is not limited to, a resident's porch, balcony, common areas, and parking lots.

Lockouts: As a company wide policy, we do not handle lockouts for residents. If a resident is locked out, they can obtain a key during business hours or, if after hours, must call a locksmith.

Transfers: A transfer fee may be required for any resident wishing to transfer apartments. In cases where the property is operated with Section 42 of the IRS Code, transfer requests may be denied.

Gardens: The resident must not cultivate any garden area or disturb any landscape without written management permission, except in designated areas.

Accessible Unit: If accessible unit is occupied by a tenant not needing the specially designed features of the unit:

- If I am occupying a specially designed accessible unit for disabled persons, and if I do not need such accessible features, I acknowledge that priority for such accessible unit is given to those disabled persons needing the special design features of this unit. I agree that I will be required to vacate the unit within 30 days of notification from landlord that an eligible individual requires the special design features of this unit. I further agree to move at my own expense (unless otherwise agreed by landlord in writing) within 30 calendar days of such written notice. I further understand that, if I move to an appropriate unit within the project, my rental rate will change to the rental rate for the unit I move to and this lease will be modified accordingly.

Resident further agrees to:

- Keep the apartment clean at all times, free of dirt and debris, especially those that can harbor mold, mildew spores or fungal growth
- Clean bathroom, kitchen surfaces and walls with projects which reduce or inhibit growth of mold, mildew or other fungi
- Keep the humidity below 40% in the apartment
- Report to the landlord when any exhaust fan does not operate
- Open multiple windows (weather permitting) at least twice a week for a minimum of one hour to allow cross ventilation of the apartment
- Notify the landlord of any mold grown on any surfaces inside the apartment, such as dark stains or patterns migrating through the walls or ceilings, and not attempt to disturb or remove any identified mold growth in the apartment unit without consulting the property manager
- Immediately report the discovery of the presence or indications of vermin such as accumulations of debris or feces. The resident agrees not to attempt to disturb or remove vermin in the apartment unit without consulting the property manager.

- Allow the landlord to enter the apartment to inspect and make necessary repairs
- Not modify or adjust any utility or mechanical systems in the apartment without prior written approval from the property manager. Apartment unit modifications and adjustments include, but are not limited to: sealing, closing or otherwise restricting the flow of ventilation or plumbing systems (including the installation/use of bidets); adding, removing or diverting any ventilation duct or plumbing lines; drilling, nailing, or otherwise penetrating walls, floors, or ceilings to a depth of more than one inch (i.e. where the penetration might contact plumbing or electrical lines or result in a loss of integrity)

If Pets Allowed at This Property:

- Unless otherwise granted by management in writing, there shall be a combined limit of two pets, aquariums or cages per apartment. The maximum aquarium size shall not exceed 50 gallons and the maximum cage size shall not exceed 30 cubic feet. Maximum occupancy for each aquarium or cage shall be subject to approval by a qualified veterinarian.
- Pets will not be allowed out of the unit except when being carried by Resident or when on a leash under Resident’s control.
- Pets will be kept clean and free of pests. Pest treatments required due to pet owner negligence will be billed to the resident. The pet will not be allowed to use any part of the property for depositing waste. Failure to clean up pet waste will result in a \$50 fee (\$5 at HUD properties) per offense. Should this occur accidentally, the pet waste will immediately be picked up, sealed in a plastic bag and thrown away. Any pet waste that is accumulated in a tray outside the apartment home will be disposed of promptly and properly.
- Pets shall not be kept, bred or used for any commercial purpose.
- Puppy pads, or other pet training pads used specifically for collecting waste are specifically prohibited as they do not meet standards for housekeeping and can lead to floor damage.
- Payment arrangements for the required security deposit may be made by satisfying an initial pet deposit of \$50 and then paying \$10 monthly until paid in full (HUD Elderly Properties Only).
- See further information on the Pet Agreement.

Service Animals: The service animal(s) will be kept clean and free of pests. See further information on the Assistance/Companion Animal Agreement. Service animals will not be allowed out of the unit except when being carried by Resident or when on a leash under Resident’s control.

Gang Activity: Tenant agrees that tenant, any family member residing on the Premises or any guest or invitee shall not be a participant of gang activity or criminal activity on the Premises during the term of this Agreement. The term “gang” refers to a group, or a member of a group, of people who are involved in illegal activity or anti-social behavior. “Gang activity” includes but is not limited to:

- Wearing clothing, jewelry, or tattoos unique to gang affiliations (color alone is not sufficient to establish gang affiliation)
- Grouping to show gang affiliation or to intimidate rival gangs or tenants, or
- Claiming gang membership

Criteria for Exclusion of Non-Residents from the Premises: Any non-resident will be barred from returning to the Premises if that person:

- Makes unreasonable noise
- Engages in fighting or in violent or threatening behavior
- Substantially interferes with any right, comfort or convenience of any resident of the Premises or employee of the Landlord
- Engages in activity which constitutes a criminal offense
- Engages in any activity involving firearms, illegal drugs or violence
- Damages, defaces or destroys any property belonging to Landlord, any resident or any Landlord’s employees
- Litters on the Premises
- Drives in a careless or reckless manner
- Consumes or possesses an open container of any alcoholic beverage on the common areas of the Premises
- Engages in Gang activity (defined above in Gang Activity section)
- Violates curfew ordinance for the City where Premises is located

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 website maintained by the Department of Justice at <http://www.megan’slaw.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.

RESIDENT	DATE	RESIDENT	DATE
RESIDENT	DATE	RESIDENT	DATE
RESIDENT	DATE	RESIDENT	DATE
		OWNER/AGENT	DATE

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Tenant

Date

Landlord

Date

EXHIBIT “C”



CALIFORNIA RENTAL AGREEMENT

CAMBRIDGE real estate services



MOVE-IN
 LEASE RENEWAL
 TRANSFER OLD UNIT # _____
 FILE CHANGES

PARTIES	DATE	PROPERTY NAME / NUMBER Cedar Park Apartments		CA210	
	RESIDENTS (NAME ALL ADULTS):				
	PREMISES ADDRESS	UNIT #	CITY	STATE	ZIP
	OWNER/AGENT ADDRESS		CITY	STATE	ZIP

LEASE TERM BEGINNING: _____ AND ENDING: _____
 CHECK IF EARLY TERMINATION PROVISION APPLIES. AMOUNT: \$ _____ (1/2 TIMES MONTHLY STATED RENT IF BLANK)
 MONTH TO MONTH BEGINNING: _____ RENT DUE DATE (IF OTHER THAN FIRST): _____

FINANCIAL TERMS	MONTHLY STATED RENT	\$ _____	ACCOUNTING	RENT DUE AT MOVE IN	DUE	\$ _____
	OTHER	\$ _____		FROM	THRU	
	OTHER	\$ _____		SECOND RENT PAYMENT	DUE	\$ _____
	OTHER	\$ _____		FROM	THRU	
	OTHER	\$ _____		SECURITY DEPOSIT (REFUNDABLE)		\$ _____
	TOTAL MONTHLY CHARGES	\$ _____		ADDITIONAL SECURITY DEPOSIT (PETS, ETC.)		\$ _____
	LATE CHARGE: (CHOOSE ONE)			PET FEE		\$ _____
	<input type="checkbox"/> FLAT FEE OF \$ _____			NON-REFUNDABLE FEES (DESCRIBE OWNER / AGENT EXPENSE)		\$ _____
	<input type="checkbox"/> PER DAY @ \$ _____			OTHER MONTHLY CHARGES		\$ _____
	<input type="checkbox"/> 5% OF STATED RENT EVERY 5 DAYS			RETURN CHECK CHARGE:	\$ _____	

PRO-RATE METHOD: A B C (See #1 on page 2)
 IF CHECKED, DEPOSITS WILL BE HELD BY OWNER.

OTHER OCCUPANTS	NAME	DATE OF BIRTH	VEHICLES	MAKE/MODEL	STATE	LICENSE PLATE #	MOVE IN ACCOUNTING
							RENT +\$ _____
							DEPOSITS +\$ _____
							FEES +\$ _____
							OTHER +\$ _____
							PRIOR PAYMENT -\$ _____
							EXECUTION DEPOSIT -\$ _____
							\$ _____
							\$ _____
							TOTAL DUE AT MOVE IN +\$ _____

SMOKE ALARMS: California law requires smoke detectors to be installed in all dwelling units intended for human occupancy. Resident acknowledges and the owner/landlord certifies that the unit is equipped with an operable smoke detector as required by **California Health and Safety Code Sections 13113.7 and 13113.8** and that the smoke alarm is approved and listed by the State Fire Marshal and installed in accordance with the State Fire Marshal's regulations. The owner/landlord is responsible for testing and maintaining smoke detectors in the lodging houses and common stairwells of apartment complexes and other multiple dwelling complexes. Resident acknowledges that an owner/landlord or any other authorized agent of the owner may enter any dwelling unit owned by the owner for the purposes of installing, repairing, testing, and maintaining single station smoke detectors as required by California law. Except in cases of emergency, the owner/landlord or any other authorized agent of the owner shall give the Resident reasonable notice in writing of the intention to enter and shall enter only during normal business hours. Twenty-four hours shall be presumed to be reasonable notice in the absence of evidence to the contrary. It is the Resident's responsibility to notify the owner/landlord if the Resident becomes aware of an inoperable smoke detector within his or her dwelling unit. The smoke detectors must be centrally located outside each sleeping area. The owner/landlord or any other authorized agent of the owner shall correct any reported deficiencies in the smoke detector and shall not be in violation of Section 13113.7 when he or she has not received notice of the deficiency.

TYPE OF SMOKE ALARM: 10-YEAR BATTERY ELECTRIC ELECTRIC WITH BATTERY BACK UP **INITIAL HERE** _____

UTILITIES	PAID FOR / PROVIDED BY	ELECTRICITY	WATER	SEWER	GARBAGE SERVICE	GARBAGE CONTAINER	BASIC CABLE	GAS	OTHER	PETS (NUMBER & TYPE - APPROVED BY MANAGEMENT)
	OWNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	RESIDENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

THE FOLLOWING UTILITIES OR SERVICES PAID FOR BY TENANT WILL BENEFIT OTHER TENANTS OR MANAGEMENT. SERVICE CHARGE FOR CABLE / INTERNET / ETC. (\$ or %) _____
 ANY YARD INCLUDED IN THE LEASED PREMISES WILL BE MAINTAINED BY: RESIDENT OWNER / AGENT
 IF CHECKED, RENTER'S INSURANCE IS REQUIRED

IF THE TENANCY IS FOR A SET TERM, RESIDENT MUST GIVE OWNER/AGENT WRITTEN NOTICE OF INTENT TO VACATE AT LEAST 30 DAYS PRIOR TO THE END OF THE TERM OR THE TENANCY WILL, AT THE OPTION OF THE OWNER, CONVERT TO A MONTH TO MONTH TENANCY AUTOMATICALLY.

SPECIAL LEASE PROVISIONS AND/OR DISCLOSURES:

I / WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS LISTED ON BOTH PAGES OF THIS CONTRACT.

RESIDENT X	DATE	RESIDENT X	DATE
IN CASE OF EMERGENCY NOTIFY:		STREET ADDRESS	PHONE
OWNER / AGENT X	DATE	IF APPLICABLE, REAL ESTATE BROKER APPROVAL	
		DATE	

ON SITE RESIDENT MAIN OFFICE (IF REQUIRED)

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TERMS AND CONDITIONS

- RENTS:** Rents are due and payable on the first of the month and must be paid on time. If rent is not paid by the end of the _____ day of the month a late fee in the amount stated on your Rental Agreement will be imposed on the _____ day of the month and Owner (as used herein "Owner" or "Landlord") shall mean the owner and landlord of the property described on the front page of this Agreement) and its Agents (as used herein, "Agent" shall mean any authorized agent of Owner) may require the rent payment and late fee to be paid by certified check or money order. Partial payments will not be accepted without prior management approval. To protect Owner and its agents, Owner may refuse to accept cash payments of rent, rent payments from anyone other than the Resident (as used herein, "Resident" or "Tenant" shall mean a party identified as such on the front of this Agreement and a tenant of the property described on the front of this Agreement) or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner may require Resident to make all future rent payments by certified check or money order. Month to month rents may be increased with a 30 day written notice. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by the Owner/Agent, which method will be consistently applied throughout the rental term: a) a 360 day year composed of twelve months of 30 days each; b) a 365 day year; or c) the actual number of days in the current month. The daily amount will be multiplied by the actual number of days of occupancy in the current month. NOTE: Unless otherwise specified, the pro-rate shall be based on a 365 day year. Rent payments are to be made in the form of cash, check, certified check or money order, subject to the limitations set out in this section and in CA Civil Code Section 1947.3. If rent payments are made personally, they shall be made to the Owner/Agent at the address listed on the front page of this Rental Agreement. Except where formal hours are posted otherwise, usual business hours will be from _____ to _____ weekdays. Weekend business hours may be posted at the Owner/Agent's discretion; otherwise, weekends and holidays will be by appointment.
- NONPAYMENT OF RENT NOTICES:** Timely payment of rent by the due date is of the essence and failure to pay the contract rent on or before the specified due date will subject the Resident to immediate service of a three-day notice to pay rent or quit.
- APPLICATION OF PAYMENTS:** All payments made by Resident to Owner after the tenancy commences, no matter how designated by Resident, may be applied by Owner as follows: first to any outstanding amounts due landlord for damages/repairs, utilities, deposits, fees, etc.; second, to any rent outstanding from prior months; third, to the current month's rent, and last, to outstanding late charges.
- EARLY TERMINATION OF LEASE:** If this is a lease for a set term, failure by the Resident(s) to complete the term because of a voluntary termination by Resident(s) or termination by the Landlord for a Resident breach, will expose Resident(s) to the payment of damages. If the early termination box is checked on the front of this agreement to allow Resident(s) to terminate early without uncertainty as to the amount that will be owed as a result, it is agreed that upon any failure of Resident(s) to occupy the unit for the full term, for any reason, Resident(s) will pay to Landlord, in lieu of all other damages or amounts that could be recovered, all of the following: a) all rent, unpaid fees and other non-rent charges accrued prior to the date the unit is vacated; b) all damages relating to the condition of the unit; c) if Resident has given at least 30 days notice of the early termination, an early termination fee in the amount set forth on the front of this agreement, or if none stated, equal to 1 1/2 month's stated rent to cover Owner's potential vacancy loss and advertising and administrative costs associated with re-renting the unit and if Resident has not given at least 30 days notice of the early termination the fee will be 150% of the previously stated amount to cover the increased rental loss associated with no advance notice; and d) interest on the above amounts at the statutory rate from the date each was due. The early termination fee is due on the earlier of the date Resident(s) give notice to vacate or the date the unit is vacated. All other amounts are due at the times specified in this agreement. If the early termination box is not checked, Resident will be liable to Landlord for all actual damages resulting from the early termination, including but not limited to: repayment of concessions; all rent through the earlier of the date the unit is re-rented and the lease termination date; advertising and administrative costs to re-rent the unit; concessions given to re-rent the unit; the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original rental agreement; and the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
- TERMINATION:** A 30 day written notice to terminate will be required for a month to month tenancy. If the tenancy is for a set term, Resident must give Landlord written notice of intent to vacate at least 30 days prior to the end of the term or the tenancy will, at the option of Landlord, convert to a month to month tenancy automatically, with all conditions, rules and regulations continuing. Such month to month tenancy may be terminated by Resident after service upon Owner/Agent of a written 30-day Notice of Termination. Except as prohibited by law, that month to month tenancy may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year," the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day notice.
- PETS, WATERBEDS AND MUSICAL INSTRUMENTS:** No cats, dogs or other pets capable of causing damage to persons or property are allowed without a signed Pet Agreement, and a pet fee paid by the Resident. The Resident will be responsible for any and all damage caused by their pets. Waterbeds are permissible only with proper insurance and written approval by management. Pianos and organs are not allowed without the written consent of management.
- OCCUPANTS:** The unit will be used only for housing persons listed on the Rental Agreement. Additional Residents must be approved by management and are subject to full screening procedures. Persons other than those specifically listed on the Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 10 consecutive days, or a total of twenty days in any twelve month period. For purposes of this section, "staying in the rental unit" means presence on the premises for a substantial amount of time, whether during the day or overnight, and shall include, but not be limited to, long-term or regular

house guests, live-in baby-sitters, visiting relatives, etc. Resident shall notify the Landlord in writing at the earlier of: any time the Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be required to submit a report to the Landlord identifying any persons not identified on the Rental Agreement and staying in the rental unit for more than 10 consecutive days, or twenty nonconsecutive days in any twelve month period, and shall state whether such person is contributing to the income of the Resident and to what extent.

- SUBLETTING:** Transfer of any interest in this agreement or subletting the premises is not permitted without Owner/Agent written approval.
- CARE OF PREMISES:** The Resident agrees to keep all areas of the premises clean, sanitary and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Residents shall take particular caution regarding the use of cigarettes and other fire hazards. Residents shall not store flammable or hazardous materials. Residents are responsible for all damages to furnishings or premises caused by their negligence. Resident shall report leaky or defective faucets at once. Expense or damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins must be paid by the Resident as well as any damage to the building or furnishings other than ordinary wear and tear. The Resident shall be responsible for notifying the Owner/Agent when Resident becomes aware of an inoperable dead bolt lock or window security or locking device in the dwelling unit.
- USE OF AND CHANGES TO PREMISES:** All electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities or appliances on the premises are to be used in a reasonable manner. Resident will immediately obtain, pay for and not allow to be disconnected or discontinued the utilities for which Resident is responsible. Resident will make no changes or additions to the premises or install anything on the walls, ceilings or in the windows without the prior written consent of Owner/Agent. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's Satellite Dish policy and applicable law.
- DAMAGE:** The Resident agrees not to destroy, damage, deface or remove any part of the premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.
- SECURITY DEPOSITS:** All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear or unpaid accounts (including rent) either during the tenancy or at the time of move-out. If used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from you at the time the accounting is sent to you. Any amounts not paid by you within 31 days of the due date will incur interest at 1% per month. If any overdue accounts are turned over to a collection agency, the Resident will be responsible for all collection agency fees and charges. Sending the accounting and/or refunding any deposit does not waive the owner's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit received from multiple residents shall be refunded only when the last resident vacates the unit and terminates their tenancy, unless other arrangements are made with Owner/Agent in writing. Security deposits may be deposited into an interest bearing account. All interest shall accrue to the benefit of Owner/Agent pursuant to their agreement. No interest will be paid to resident on security deposits. If the "Deposits Held By Owner" box is checked on page 1 of this Rental Agreement, all deposits will be deposited by manager into a trust account as required by California law. Manager will then forward the deposits to the owner of the property, who will manage the deposits pursuant to California law.
- FEES:** Upon termination of the tenancy and delivery of possession, Owner/Agent shall first apply any fee to the related landlord expense as reasonably assessed against Resident, before applying Resident's security deposit, if any, to that expense. Owner may charge a fee not to exceed \$25 each time Owner sends a notice to Resident as a result of Resident's non-compliance with this agreement to cover Owner/Agent's administrative expenses for issuing the notice.
- JOINT RESPONSIBILITY:** All Residents are jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the living unit or common area by the Resident, any Resident or Occupant of the same unit or their guests. Cost of repairs for damage must be paid within 30 days after receiving a bill unless other arrangements have been made, in writing, with management. Any valid termination notice received from any one Resident may be considered by Landlord a termination notice from all Residents. Any Residents not giving the notice who desire to remain in the premises, may be required to submit updated financial information and requalify under Owner/Agent's then current criteria.
- ACCESS:** The Resident agrees not to unreasonably withhold consent to the Owner/Agent to enter the unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements or to show the unit to prospective buyers or Residents. Owner/Agent may enter the unit without consent in an emergency or at any reasonable time with 24 hours actual notice or after receipt of tenant's written request for maintenance. If the Owner/Agent is obligated to maintain the yard, the Owner/Agent, or their contractors, may enter the yard, without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.
- ABSENT:** The Resident agrees to notify the Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.
- LEGAL ACTION:** In the event an action is brought by any party to enforce any term of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party, in addition to costs, reasonable attorney's fees.
 If checked, the total amount the prevailing party shall recover shall not exceed \$_____.
- LOCKS:** Doors of Residents' unit should be kept locked. Resident shall notify Owner/Agent in writing if locks fail to operate. The Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Residents. Resident shall not change the locks without Owner's prior consent. Resident shall immediately provide Owner with a key to any new locks installed.
- RENTER'S INSURANCE:** If renter's insurance is required on the front of this Agreement, Resident will obtain and maintain insurance with a minimum of \$100,000 of liability coverage. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the unit and thereafter upon request. Failure to maintain such insurance in full

force will be considered a material non-compliance with this Agreement. If insurance is not required by this Agreement, Resident should maintain renter's insurance to cover Resident's liability to Owner/Agent, as well as damage or destruction of Resident's property. Whether or not renter's insurance is required, Resident is not a co-insured under, and has no rights to, Owner/Agent's insurance policies. Except to the extent required by law, Owner/Agent is not responsible for, and its insurance does not cover damage or destruction to, Resident's property. Except to the extent prohibited by law, Resident, on behalf of himself and Resident's insurers, hereby waives any right to subrogation against Owner/Agent or their agents, employees or insurers with respect to any loss or damage relating to Resident's property to the extent such loss or damage is covered by Resident's renter's insurance. Owner/Agent does not waive any subrogation rights its insurers may have.

- CONDUCT:** The premises are to be used only as a dwelling. All Residents are responsible for their own conduct, that of the other Residents in the unit and their guests. Noisy conduct that disturbs the quiet enjoyment of any other Resident or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. no noise may be emitted from the unit that can be heard outside the unit. This includes stereos, radios, televisions, etc. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscape areas except where specifically permitted by management. The use, possession, manufacture, or distribution of illegal substances either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: a) be on the premises who has been excluded from the common areas by Owner/Agent, or b) stay in their unit, as defined in section 7 above, who has had their rental agreement terminated by Owner/Agent. Any action by Resident, any occupant of Resident's unit, or any guest of Resident that interferes with the management of the premises, shall be considered a material non-compliance with this rental agreement.
- MALFUNCTIONS:** The Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. The Resident shall not tamper with the heating system, appliances, locks, doors, light fixtures, or smoke alarms or make any alterations of any nature on or to the premises without the specific written consent of management.
- RESIDENT LOSSES:** The Owner/Agent shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of the Owner/Agent. The Resident shall be limited to the rights and remedies specified under California law.
- CO-SIGNER:** If the obligations under this agreement are guaranteed by a co-signer, Resident agrees that Owner/Agent would not have rented without the guaranty. In the event the guaranty is terminated or becomes unenforceable for any reason, this will be considered a material non-compliance with this agreement.
- COMMUNITY RULES:** Unless Owner/Agent has custom rules and regulations for the property, the rules and regulations contained in MMHA form M132 CA (Community Rules & Regulations) apply and are incorporated by reference herein.
- NOTICES:** All notices required under the Rental Agreement or State law to be in writing shall be served personally, by first class mail or by first class mail and attachment. If served by first class mail and attachment, a notice from the Owner/Agent to the Resident shall be deemed served on the day and at the time it is both mailed by first class mail to the Resident at the premises and attached in a secure manner to the main entrance of that portion of the premises of which the Resident has possession. If served by first class mail and attachment, a notice from the Resident to the Owner/Agent shall be deemed served on the day it is both mailed by first class mail to the Owner/Agent at the address set forth on this Agreement and attached in a secure manner to the main entrance of the complex office, if one exists, and if not, to the Owner/Agent's location identified on the front of this Agreement. If the main entrance to the complex office is located inside a building, the notice should be attached to the main entrance of such building. Owner/Agent is authorized to accept notices on behalf of the owner of the premises. Personal service may be effected for the purpose of service of process and for the purpose of receiving and receipt of all notices and demands at the telephone number, and street address of the Owner/Agent listed on the front page of this Rental Agreement.
- PARKING:** Unless Owner/Agent has custom parking rules for the property, all off street parking is governed by the rules and regulations contained in MMHA form M158 CA (Parking/Carport Agreement) which Resident acknowledges receiving and is incorporated by reference herein.
- CONTROL OF COMMON AREAS:** Owner/Agent and any person designated by Owner/Agent retains control over any common areas of the Premises for the purposes of enforcing state trespass laws.
- REQUESTS FOR REASONABLE ACCOMMODATION/MODIFICATION:** As required under federal, state, and local fair housing laws, Residents with disabilities may request reasonable accommodations/modifications related to their housing. All requests must be made to the Owner/Agent specifying the nature of the requested accommodation/modification. It is recommended, but not required, that such request be made in writing.
- TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION:** If any information supplied in conjunction with application for this rental unit is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Owner's then current rental criteria, this is grounds for termination of tenancy.
- MEGAN'S LAW 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.
- COMPLETE AGREEMENT:** This Rental Agreement, any rules and regulations for the premises, and any other written addenda executed by the parties on or after the date of this Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. If this is a renewal of an existing Rental Agreement, all written addenda executed on or after the date of the original Rental Agreement that are consistent herewith are incorporated herein. If any clause or part of a clause of this Rental Agreement is found to be unenforceable by a court or other body with proper authority then that clause or part of the clause will be deleted and the rest of this Rental Agreement shall remain in full force and effect.

ON SITE RESIDENT MAIN OFFICE (IF REQUIRED)

INITIAL HERE

ADDENDUM TO RENTAL AGREEMENT

CAMBRIDGE
real estate services

Property Name Cedar Park Apartments

Unit # _____

Resident Name(s) _____

Authorized Agent: The name of the person authorized to manage the property and act on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands is Cambridge Real Estate Services.

Rules and Regulations: The resident understands and agrees to abide by all of the terms and conditions listed on the Rental Agreement and all separate rules and regulations which are incorporated as part of this Agreement.

Early Termination Exception: The lease buy-out option does not exist during the initial lease term of a property operated under Section 42 of the IRS Code.

Unenforceable Provisions: The resident agrees that, if at some future date, a portion of this agreement should be judged unenforceable by a court of law, all other portions will remain in force.

Security Deposits: If the security deposit increases due to a change in the number of residents, the amount of the increase will be the responsibility of the remaining resident(s).

Delivery of Possession: Landlord shall not be liable to resident for failure to deliver possession at the beginning of the term if such failure is due to circumstances beyond the Landlord's reasonable control, including the prior tenant's failure to vacate.

Partial Payments: Partial rent payments will not be accepted.

Late Charges: A late charge totaling \$50.00 will be charged if rent is paid after 5 p.m. on the 4th of the month. Exception: If the 5th of the month falls on a Sunday or a holiday, the late fee will be assessed on the next business day.

Babysitting: Except where otherwise allowed by local ordinance or housing program (i.e. Section 42 housing), operation of a commercial day care facility within an apartment must be disclosed to and approved by management.

Winterizing: The Resident shall comply with all reasonable requests made by the Landlord regarding the care of their apartment, including but not limited to directions regarding protecting the property against damage due to freezing temperatures; proper use of fixtures and appliances; and generally accepted housekeeping standards including but without limitation to cleaning supplies, techniques and frequency.

Barbecues: Barbecues: as of December 1st, 2022, no barbecue of any type may be stored or used on the Premises. This includes, but is not limited to, a resident's porch, balcony, common areas, and parking lots.

Lockouts: As a company wide policy, we do not handle lockouts for residents. If a resident is locked out, they can obtain a key during business hours or, if after hours, must call a locksmith.

Transfers: A transfer fee may be required for any resident wishing to transfer apartments. In cases where the property is operated with Section 42 of the IRS Code, transfer requests may be denied.

Gardens: The resident must not cultivate any garden area or disturb any landscape without written management permission, except in designated areas.

Accessible Unit: If accessible unit is occupied by a tenant not needing the specially designed features of the unit:

- If I am occupying a specially designed accessible unit for disabled persons, and if I do not need such accessible features, I acknowledge that priority for such accessible unit is given to those disabled persons needing the special design features of this unit. I agree that I will be required to vacate the unit within 30 days of notification from landlord that an eligible individual requires the special design features of this unit. I further agree to move at my own expense (unless otherwise agreed by landlord in writing) within 30 calendar days of such written notice. I further understand that, if I move to an appropriate unit within the project, my rental rate will change to the rental rate for the unit I move to and this lease will be modified accordingly.

Resident further agrees to:

- Keep the apartment clean at all times, free of dirt and debris, especially those that can harbor mold, mildew spores or fungal growth
- Clean bathroom, kitchen surfaces and walls with products which reduce or inhibit growth of mold, mildew or other fungi
- Keep the humidity below 40% in the apartment
- Report to the landlord when any exhaust fan does not operate
- Open multiple windows (weather permitting) at least twice a week for a minimum of one hour to allow cross ventilation of the apartment
- Notify the landlord of any mold grown on any surfaces inside the apartment, such as dark stains or patterns migrating through the walls or ceilings, and not attempt to disturb or remove any identified mold growth in the apartment unit without consulting the property manager
- Immediately report the discovery of the presence or indications of vermin such as accumulations of debris or feces. The resident agrees not to attempt to disturb or remove vermin in the apartment unit without consulting the property manager.

- Allow the landlord to enter the apartment to inspect and make necessary repairs
- Not modify or adjust any utility or mechanical systems in the apartment without prior written approval from the property manager. Apartment unit modifications and adjustments include, but are not limited to: sealing, closing or otherwise restricting the flow of ventilation or plumbing systems (including the installation/use of bidets); adding, removing or diverting any ventilation duct or plumbing lines; drilling, nailing, or otherwise penetrating walls, floors, or ceilings to a depth of more than one inch (i.e. where the penetration might contact plumbing or electrical lines or result in a loss of integrity)

If Pets Allowed at This Property:

- Unless otherwise granted by management in writing, there shall be a combined limit of two pets, aquariums or cages per apartment. The maximum aquarium size shall not exceed 50 gallons and the maximum cage size shall not exceed 30 cubic feet. Maximum occupancy for each aquarium or cage shall be subject to approval by a qualified veterinarian.
- Pets will not be allowed out of the unit except when being carried by Resident or when on a leash under Resident's control.
- Pets will be kept clean and free of pests. Pest treatments required due to pet owner negligence will be billed to the resident. The pet will not be allowed to use any part of the property for depositing waste. Failure to clean up pet waste will result in a \$50 fee (\$5 at HUD properties) per offense. Should this occur accidentally, the pet waste will immediately be picked up, sealed in a plastic bag and thrown away. Any pet waste that is accumulated in a tray outside the apartment home will be disposed of promptly and properly.
- Pets shall not be kept, bred or used for any commercial purpose.
- Puppy pads, or other pet training pads used specifically for collecting waste are specifically prohibited as they do not meet standards for housekeeping and can lead to floor damage.
- Payment arrangements for the required security deposit may be made by satisfying an initial pet deposit of \$50 and then paying \$10 monthly until paid in full (HUD Elderly Properties Only).
- See further information on the Pet Agreement.

Service Animals: The service animal(s) will be kept clean and free of pests. See further information on the Assistance/Companion Animal Agreement. Service animals will not be allowed out of the unit except when being carried by Resident or when on a leash under Resident's control.

Gang Activity: Tenant agrees that tenant, any family member residing on the Premises or any guest or invitee shall not be a participant of gang activity or criminal activity on the Premises during the term of this Agreement. The term "gang" refers to a group, or a member of a group, of people who are involved in illegal activity or anti-social behavior. "Gang activity" includes but is not limited to:

- Wearing clothing, jewelry, or tattoos unique to gang affiliations (color alone is not sufficient to establish gang affiliation)
- Grouping to show gang affiliation or to intimidate rival gangs or tenants, or
- Claiming gang membership

Criteria for Exclusion of Non-Residents from the Premises: Any non-resident will be barred from returning to the Premises if that person:

- Makes unreasonable noise
- Engages in fighting or in violent or threatening behavior
- Substantially interferes with any right, comfort or convenience of any resident of the Premises or employee of the Landlord
- Engages in activity which constitutes a criminal offense
- Engages in any activity involving firearms, illegal drugs or violence
- Damages, defaces or destroys any property belonging to Landlord, any resident or any Landlord's employees
- Litters on the Premises
- Drives in a careless or reckless manner
- Consumes or possesses an open container of any alcoholic beverage on the common areas of the Premises
- Engages in Gang activity (defined above in Gang Activity section)
- Violates curfew ordinance for the City where Premises is located

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 website maintained by the Department of Justice at <http://www.megan'slaw.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.

_____	_____	_____	_____
RESIDENT	DATE	RESIDENT	DATE
_____	_____	_____	_____
RESIDENT	DATE	RESIDENT	DATE
_____	_____	_____	_____
RESIDENT	DATE	RESIDENT	DATE
_____	_____	_____	_____
		OWNER/AGENT	DATE

California Department of Housing and Community Development
ASSET MANAGEMENT & COMPLIANCE (AMC) MULTI-FAMILY RENTAL LEASE ADDENDUM

- Instructions:** 1. Complete the shaded areas in the form, below
2. Have Lessor/Agent sign this Addendum and have the Tenant(s) sign this Addendum.
3. Provide fully signed copy to Tenant, and have Tenant (or Head of Household) initial indicating receipt.
NOTE: Inform Tenant that Tenant may also receive this Addendum in Spanish if requested.

This Lease Addendum (Addendum) is intended to amend the Lease/Rental Agreement (Lease), dated _____, between _____ (Lessee/Tenant) and _____ (Lessor/Landlord) for the lease of Unit Number _____ of _____ Cedar Park Apartments (Project) located at _____ (Address), _____ (City), California (the Leased Premises).

As a condition of financial assistance provided for the above-named multifamily rental housing development (Project) by the Department of Housing and Community Development (the Department), the owner of the Project has entered into a Regulatory Agreement recorded _____ as instrument number/in book and page _____ in the Official Records of the County of _____, which establishes the terms, conditions and procedures related to the Project. The above noted leased unit is deemed to be an "Assisted Unit" as the term is defined in the Regulatory Agreement, and as such is subject to Project requirements.

The terms of this Addendum take precedence over every other provision in the lease itself and over any other lease addendum or attachment except as noted herein.

- (1) "Good cause", as defined by the Uniform Multifamily Regulations (the UMR), shall be required for termination of tenancy. Pursuant to *UMR Section 8307(a)(1)*: One or more of the following constitutes "good cause":
- (A) failure by the Tenant to maintain applicable eligibility requirements under the Program ("Program" means the Department funding program or programs providing assistance to the Project) or other eligibility requirements as approved by the Department;
 - (B) material noncompliance by the Tenant with the Lease, including one or more substantial violations of the Lease or habitual minor violations of the Lease which:
 - (i) adversely affect the health and safety of any person or the right of any tenant to the quiet enjoyment of the Leased Premises and related Project facilities;
 - (ii) substantially interfere with the management, maintenance, or operation of the Project; or
 - (iii) result from the failure or refusal to pay, in a timely fashion, Rent, as defined in the Regulatory Agreement or UMR, or other permitted charges when due. Failure or refusal to pay in a timely fashion is a minor violation if payment is made during the 3-day notice period;
 - (C) material failure by the Tenant to carry out obligations under state or local law;
 - (D) subletting by the Tenant of all or any portion of the Assisted Unit;

California Department of Housing and Community Development
ASSET MANAGEMENT & COMPLIANCE (AMC) MULTI-FAMILY RENTAL LEASE ADDENDUM

- (E) any other action or conduct of the Tenant constituting significant problems which can be reasonably resolved only by eviction of the Tenant, provided that the Landlord has previously notified the Tenant that the conduct or action in question would be considered cause for eviction. Examples of action or conduct in this category include the refusal of a Tenant, after written notice, to accept reasonable rules or any reasonable changes in the Lease or the refusal to recertify income or household size; or
 - (F) for Transitional Housing: the end of the maximum term prescribed for tenant occupancy by the Program operated in a particular Transitional Housing development.
- (2) Any notice provided to the Tenant pursuant to state law shall state the facts constituting the grounds for any eviction. *See UMR Section 8307(a)(2).*
 - (3) The Tenant is hereby notified of the availability of grievance procedures for hearing tenant complaints and for appeal of management action; such procedures are provided within the Lease, or attached hereto, or available upon request from the management company. *See UMR Section 8307(b).*
 - (4) The Tenant household is annually required to recertify household income and size. *See UMR Sections 8306(a) and 8307(a)(4).*
 - (A) If, at the time of recertification, in MHP and LPR funded projects, the Tenant's household size has changed and no longer meets the occupancy standards of the Program, the Landlord may require the Tenant to move to the next available appropriately sized unit. *See UMR Section 8306(b).* For VHHP and AHSC funded projects, the Landlord may follow the CA Tax Credit Allocation Committee ("CTCAC") rules and procedures.
 - (B) If, at the time of recertification, the Tenant's household income exceeds the income limit designated for the household's unit, the Landlord may increase the Rent, in MHP funded projects, to the extent a Rent increase for the household is permitted by statutes and regulations governing the low income housing tax credit program, i.e. CTCAC, pursuant to the Department's regulations governing the procedure for adjusting Rents for over-income households. *See MHP Regulations Section 7311.* For VHHP, and AHSC funded projects, the Landlord may increase the Rent using CTCAC rules and procedures. For LPR projects, the Landlord may increase the Rent in accordance with Section 108(a) of the LPR Guidelines or, for Special Rent Increase tenants, in accordance with Section 108(c)(1)(A)(v), as permitted, in either case, by CTCAC rules and procedures.
- (5) Initial term of tenancy for all Department-regulated units and all tax credit units shall be a minimum of at least six months, except that units for single room occupancy or transitional housing shall have a minimum initial term of at least one month. Subsequent Lease renewals for all types of tenancy shall be for a minimum term of at least one month.
 - (6) Rents may be adjusted no more than once annually, and such adjustment shall be calculated in accordance with HCD Program requirements, or if so approved by HCD, using CTCAC rules and procedures. *MHP Regulations Section 7312(c).*

**California Department of Housing and Community Development
ASSET MANAGEMENT & COMPLIANCE (AMC) MULTI-FAMILY RENTAL LEASE ADDENDUM**

- (7) For units receiving HUD Section 8 or other similar Federal rental assistance, the rules of such program regarding Rent increases shall prevail, even if Tenant contribution amounts occur more often than annually. *See MHP Regulations Section 7312(e).*
- (8) Any provisions in this Lease in violation of State law, Department Regulations or Guidelines, the Regulatory Agreement, or Federal law, are void.

Landlord, or;

Property Management Company:

By: _____ (Manager) _____ (Date)

Tenant(s) (Name and initials upon receipt of copy):

			Tenants are to initial below after receiving a copy of the signed document.	
Tenant Name	Tenant Signature	Date	Initials	Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

EXHIBIT “D”



CALIFORNIA RENTAL AGREEMENT

CAMBRIDGE real estate services



MOVE-IN LEASE RENEWAL TRANSFER OLD UNIT # _____ FILE CHANGES

PARTIES	DATE	PROPERTY NAME / NUMBER Glenbrook Apartments		CA265	
	RESIDENTS (NAME ALL ADULTS):				
	PREMISES ADDRESS	UNIT #	CITY	STATE	ZIP
	OWNER/AGENT ADDRESS		CITY	STATE	ZIP

TENANCY	<input type="checkbox"/> LEASE TERM BEGINNING: _____ AND ENDING: _____
	<input type="checkbox"/> CHECK IF EARLY TERMINATION PROVISION APPLIES. AMOUNT: \$ _____ (1 1/2 TIMES MONTHLY STATED RENT IF BLANK)
	<input type="checkbox"/> MONTH TO MONTH BEGINNING: _____ RENT DUE DATE (IF OTHER THAN FIRST): _____

FINANCIAL TERMS	MONTHLY STATED RENT	\$	ACCOUNTING	RENT DUE AT MOVE IN	DUE	\$
	OTHER	\$		FROM	THRU	
	OTHER	\$		SECOND RENT PAYMENT	DUE	\$
	OTHER	\$		FROM	THRU	
	OTHER	\$		SECURITY DEPOSIT (REFUNDABLE)		\$
	TOTAL MONTHLY CHARGES	\$		ADDITIONAL SECURITY DEPOSIT (PETS, ETC.)		\$
	LATE CHARGE: (CHOOSE ONE)			PET FEE		\$
	<input type="checkbox"/> FLAT FEE OF \$ _____			NON-REFUNDABLE FEES (DESCRIBE OWNER / AGENT EXPENSE)		\$
	<input type="checkbox"/> PER DAY @ \$ _____			OTHER MONTHLY CHARGES		\$
	<input type="checkbox"/> 5% OF STATED RENT EVERY 5 DAYS			<input type="checkbox"/> IF CHECKED, DEPOSITS WILL BE HELD BY OWNER.		

OTHER OCCUPANTS	NAME	DATE OF BIRTH	MAKE/MODEL	STATE	LICENSE PLATE #	MOVE IN ACCOUNTING	RENT	+\$
							DEPOSITS	+\$
							FEES	+\$
							OTHER	+\$
							PRIOR PAYMENT	-\$
							EXECUTION DEPOSIT	-\$
						\$		
						\$		
						TOTAL DUE AT MOVE IN	+\$	

SMOKE ALARMS: California law requires smoke detectors to be installed in all dwelling units intended for human occupancy. Resident acknowledges and the owner/landlord certifies that the unit is equipped with an operable smoke detector as required by **California Health and Safety Code Sections 13113.7 and 13113.8** and that the smoke alarm is approved and listed by the State Fire Marshal and installed in accordance with the State Fire Marshal's regulations. The owner/landlord is responsible for testing and maintaining smoke detectors in the lodging houses and common stairwells of apartment complexes and other multiple dwelling complexes. Resident acknowledges that an owner/landlord or any other authorized agent of the owner may enter any dwelling unit owned by the owner for the purposes of installing, repairing, testing, and maintaining single station smoke detectors as required by California law. Except in cases of emergency, the owner/landlord or any other authorized agent of the owner shall give the Resident reasonable notice in writing of the intention to enter and shall enter only during normal business hours. Twenty-four hours shall be presumed to be reasonable notice in the absence of evidence to the contrary. It is the Resident's responsibility to notify the owner/landlord if the Resident becomes aware of an inoperable smoke detector within his or her dwelling unit. The smoke detectors must be centrally located outside each sleeping area. The owner/landlord or any other authorized agent of the owner shall correct any reported deficiencies in the smoke detector and shall not be in violation of Section 13113.7 when he or she has not received notice of the deficiency.

TYPE OF SMOKE ALARM: 10-YEAR BATTERY ELECTRIC ELECTRIC WITH BATTERY BACK UP

UTILITIES	PAID FOR / PROVIDED BY	ELECTRICITY	WATER	SEWER	GARBAGE SERVICE	GARBAGE CONTAINER	BASIC CABLE	GAS	OTHER	PETS (NUMBER & TYPE - APPROVED BY MANAGEMENT)	
	OWNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		APPROVED FOR USE: <input type="checkbox"/> WATERBED <input type="checkbox"/> AQUARIUM <input type="checkbox"/> MUSICAL INSTRUMENTS
	RESIDENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

THE FOLLOWING UTILITIES OR SERVICES PAID FOR BY TENANT WILL BENEFIT OTHER TENANTS OR MANAGEMENT. SERVICE CHARGE FOR CABLE / INTERNET / ETC. (\$ or %) _____

ANY YARD INCLUDED IN THE LEASED PREMISES WILL BE MAINTAINED BY: RESIDENT OWNER / AGENT

IF THE TENANCY IS FOR A SET TERM, RESIDENT MUST GIVE OWNER/AGENT WRITTEN NOTICE OF INTENT TO VACATE AT LEAST 30 DAYS PRIOR TO THE END OF THE TERM OR THE TENANCY WILL, AT THE OPTION OF THE OWNER, CONVERT TO A MONTH TO MONTH TENANCY AUTOMATICALLY.

SPECIAL LEASE PROVISIONS AND/OR DISCLOSURES:

I / WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS LISTED ON BOTH PAGES OF THIS CONTRACT.

RESIDENT X	DATE	RESIDENT X	DATE
IN CASE OF EMERGENCY NOTIFY:		PHONE	
OWNER / AGENT X	DATE	IF APPLICABLE, REAL ESTATE BROKER APPROVAL	
		DATE	

ON SITE RESIDENT MAIN OFFICE (IF REQUIRED)

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TERMS AND CONDITIONS

- 1. RENTS: Rents are due and payable on the first of the month and must be paid on time. If rent is not paid by the end of the _____ day of the month a late fee in the amount stated on your Rental Agreement will be imposed on the _____ day of the month and Owner (as used herein "Owner" or "Landlord" shall mean the owner and landlord of the property described on the front page of this Agreement) and its Agents (as used herein, "Agent") shall mean any authorized agent of Owner) may require the rent payment and late fee to be paid by certified check or money order. Partial payments will not be accepted without prior management approval. To protect Owner and its agents, Owner may refuse to accept cash payments of rent, rent payments from anyone other than the Resident (as used herein, "Resident" or "Tenant" shall mean a party identified as such on the front of this Agreement and a tenant of the property described on the front of this Agreement) or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner may require Resident to make all future rent payments by certified check or money order. Month to month rents may be increased with a 30 day written notice. The daily prorates of rents and other monthly charges will be based on one of the following methods chosen by the Owner/Agent, which method will be consistently applied throughout the rental term: a) a 360 day year composed of twelve months of 30 days each; b) a 365 day year; or c) the actual number of days in the current month. The daily amount will be multiplied by the actual number of days of occupancy in the current month. NOTE: Unless otherwise specified, the pro-rate shall be based on a 365 day year. Rent payments are to be made in the form of cash, check, certified check or money order, subject to the limitations set out in this section and in CA Civil Code Section 1947.3. If rent payments are made personally, they shall be made to the Owner/Agent at the address listed on the front page of this Rental Agreement. Except where formal hours are posted otherwise, usual business hours will be from _____ to _____ weekdays. Weekend business hours may be posted at the Owner/Agent's discretion; otherwise, weekends and holidays will be by appointment.
2. NONPAYMENT OF RENT NOTICES: Timely payment of rent by the due date is of the essence and failure to pay the contract rent on or before the specified due date will subject the Resident to immediate service of a three-day notice to pay rent or quit.
3. APPLICATION OF PAYMENTS: All payments made by Resident to Owner after the tenancy commences, no matter how designated by Resident, may be applied by Owner as follows: first to any outstanding amounts due landlord for damages/repairs, utilities, deposits, fees, etc.; second, to any rent outstanding from prior months; third, to the current month's rent, and last, to outstanding late charges.
4. EARLY TERMINATION OF LEASE: If this is a lease for a set term, failure by the Resident(s) to complete the term because of a voluntary termination by Resident(s) or termination by the Landlord for a Resident breach, will expose Resident(s) to the payment of damages. If the early termination box is checked on the front of this agreement to allow Resident(s) to terminate early without uncertainty as to the amount that will be owed as a result, it is agreed that upon any failure of Resident(s) to occupy the unit for the full term, for any reason, Resident(s) will pay to Landlord, in lieu of all other damages or amounts that could be recovered, all of the following: a) all rent, unpaid fees and other non-rent charges accrued prior to the date the unit is vacated; b) all damages relating to the condition of the unit; c) if Resident has given at least 30 days notice of the early termination, an early termination fee in the amount set forth on the front of this agreement, or if none stated, equal to 1 1/2 month's stated rent to cover Owner's potential vacancy loss and advertising and administrative costs associated with re-renting the unit and if Resident has not given at least 30 days notice of the early termination the fee will be 150% of the previously stated amount to cover the increased rental loss associated with no advance notice; and d) interest on the above amounts at the statutory rate from the date each was due. The early termination fee is due on the earlier of the date Resident(s) give notice to vacate or the date the unit is vacated. All other amounts are due at the times specified in this agreement. If the early termination box is not checked, Resident will be liable to Landlord for all actual damages resulting from the early termination, including but not limited to: repayment of concessions; all rent through the earlier of the date the unit is re-rented and the lease termination date; advertising and administrative costs to re-rent the unit; concessions given to re-rent the unit; the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original rental agreement; and the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
5. TERMINATION: A 30 day written notice to terminate will be required for a month to month tenancy. If the tenancy is for a set term, Resident must give Landlord written notice of intent to vacate at least 30 days prior to the end of the term or the tenancy will, at the option of Landlord, convert to a month to month tenancy automatically, with all conditions, rules and regulations continuing. Such month to month tenancy may be terminated by Resident after service upon Owner/Agent of a written 30-day Notice of Termination. Except as prohibited by law, that month to month tenancy may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year," the Owner/Agent may terminate the tenancy by service upon the Resident of a written 30-day notice.
6. PETS, WATERBEDS AND MUSICAL INSTRUMENTS: No cats, dogs or other pets capable of causing damage to persons or property are allowed without a signed Pet Agreement, and a pet fee paid by the Resident. The Resident will be responsible for any and all damage caused by their pets. Waterbeds are permissible only with proper insurance and written approval by management. Pianos and organs are not allowed without the written consent of management.
7. OCCUPANTS: The unit will be used only for housing persons listed on the Rental Agreement. Additional Residents must be approved by management and are subject to full screening procedures. Persons other than those specifically listed on the Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 10 consecutive days, or a total of twenty days in any twelve month period. For purposes of this section, "staying in the rental unit" means presence on the premises for a substantial amount of time, whether during the day or overnight, and shall include, but not be limited to, long-term or regular

- house guests, live-in baby-sitters, visiting relatives, etc. Resident shall notify the Landlord in writing at the earlier of: any time the Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be required to submit a report to the Landlord identifying any persons not identified on the Rental Agreement and staying in the rental unit for more than 10 consecutive days, or twenty nonconsecutive days in any twelve month period, and shall state whether such person is contributing to the income of the Resident and to what extent.
8. SUBLETTING: Transfer of any interest in this agreement or subletting the premises is not permitted without Owner/Agent written approval.
9. CARE OF PREMISES: The Resident agrees to keep all areas of the premises clean, sanitary and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Residents shall take particular caution regarding the use of cigarettes and other fire hazards. Residents shall not store flammable or hazardous materials. Residents are responsible for all damages to furnishings or premises caused by their negligence. Resident shall report leaky or defective faucets at once. Expense or damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins must be paid by the Resident as well as any damage to the building or furnishings other than ordinary wear and tear. The Resident shall be responsible for notifying the Owner/Agent when Resident becomes aware of an inoperable dead bolt lock or window security or locking device in the dwelling unit.
10. USE OF AND CHANGES TO PREMISES: All electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities or appliances on the premises are to be used in a reasonable manner. Resident will immediately obtain, pay for and not allow to be disconnected or discontinued the utilities for which Resident is responsible. Resident will make no changes or additions to the premises or install anything on the walls, ceilings or in the windows without the prior written consent of Owner/Agent. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's Satellite Dish policy and applicable law.
11. DAMAGE: The Resident agrees not to destroy, damage, deface or remove any part of the premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.
12. SECURITY DEPOSITS: All refundable deposits, however designated, may be used to offset any damage, unusual wear and tear or unpaid accounts (including rent) either during the tenancy or at the time of move-out. If used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from you at the time the accounting is sent to you. Any amounts not paid by you within 31 days of the due date will incur interest at 1% per month. If any overdue accounts are turned over to a collection agency, the Resident will be responsible for all collection agency fees and charges. Sending the accounting and/or refunding any deposit does not waive the owner's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit received from multiple residents shall be refunded only when the last resident vacates the unit and terminates their tenancy, unless other arrangements are made with Owner/Agent in writing. Security deposits may be deposited into an interest bearing account. All interest shall accrue to the benefit of Owner/Agent pursuant to their agreement. No interest will be paid to resident on security deposits. If the "Deposits Held By Owner" box is checked on page 1 of this Rental Agreement, all deposits will be deposited by manager into a trust account as required by California law. Manager will then forward the deposits to the owner of the property, who will manage the deposits pursuant to California law.
13. FEES: Upon termination of the tenancy and delivery of possession, Owner/Agent shall first apply any fee to the related landlord expense as reasonably assessed against Resident, before applying Resident's security deposit, if any, to that expense. Owner may charge a fee not to exceed \$25 each time Owner sends a notice to Resident as a result of Resident's non-compliance with this agreement to cover Owner/Agent's administrative expenses for issuing the notice.
14. JOINT RESPONSIBILITY: All Residents are jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the living unit or common area by the Resident, any Resident or Occupant of the same unit or their guests. Cost of repairs for damage must be paid within 30 days after receiving a bill unless other arrangements have been made, in writing, with management. Any valid termination notice received from any one Resident may be considered by Landlord a termination notice from all Residents. Any Residents not giving the notice who desire to remain in the premises, may be required to submit updated financial information and requalify under Owner/Agent's then current criteria.
15. ACCESS: The Resident agrees not to unreasonably withhold consent to the Owner/Agent to enter the unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements or to show the unit to prospective buyers or Residents. Owner/Agent may enter the unit without consent in an emergency or at any reasonable time with 24 hours actual notice or after receipt of tenant's written request for maintenance. If the Owner/Agent is obligated to maintain the yard, the Owner/Agent, or their contractors, may enter the yard, without notice, at reasonable times and with reasonable frequency, to perform the maintenance work.
16. ABSENT: The Resident agrees to notify the Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.
17. LEGAL ACTION: In the event an action is brought by any party to enforce any term of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party, in addition to costs, reasonable attorney's fees.
[] If checked, the total amount the prevailing party shall recover shall not exceed \$ _____.
18. LOCKS: Doors of Residents' unit should be kept locked. Resident shall notify Owner/Agent in writing if locks fail to operate. The Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Residents. Resident shall not change the locks without Owner's prior consent. Resident shall immediately provide Owner with a key to any new locks installed.
19. RENTER'S INSURANCE: If renter's insurance is required on the front of this Agreement, Resident will obtain and maintain insurance with a minimum of \$100,000 of liability coverage. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the unit and thereafter upon request. Failure to maintain such insurance in full

- force will be considered a material non-compliance with this Agreement. If insurance is not required by this Agreement, Resident should maintain renter's insurance to cover Resident's liability to Owner/Agent, as well as damage or destruction of Resident's property. Whether or not renter's insurance is required, Resident is not a co-insured under, and has no rights to, Owner/Agent's insurance policies. Except to the extent required by law, Owner/Agent is not responsible for, and its insurance does not cover damage or destruction to, Resident's property. Except to the extent prohibited by law, Resident, on behalf of himself and Resident's insurers, hereby waives any right to subrogation against Owner/Agent or their agents, employees or insurers with respect to any loss or damage relating to Resident's property to the extent such loss or damage is covered by Resident's renter's insurance. Owner/Agent does not waive any subrogation rights its insurers may have.
20. CONDUCT: The premises are to be used only as a dwelling. All Residents are responsible for their own conduct, that of the other Residents in the unit and their guests. Noisy conduct that disturbs the quiet enjoyment of any other Resident or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m., no noise may be emitted from the unit that can be heard outside the unit. This includes stereos, radios, televisions, etc. Residents will not be permitted to play in halls, stairways or entrance of buildings, gardens or landscape areas except where specifically permitted by management. The use, possession, manufacture, or distribution of illegal substances either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: a) be on the premises who has been excluded from the common areas by Owner/Agent; or b) stay in their unit, as defined in section 7 above, who has had their rental agreement terminated by Owner/Agent. Any action by Resident, any occupant of Resident's unit, or any guest of Resident that interferes with the management of the premises, shall be considered a material non-compliance with this rental agreement.
21. MALFUNCTIONS: The Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. The Resident shall not tamper with the heating system, appliances, locks, doors, light fixtures, or smoke alarms or make any alterations of any nature on or to the premises without the specific written consent of management.
22. RESIDENT LOSSES: The Owner/Agent shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of the Owner/Agent. The Resident shall be limited to the rights and remedies specified under California law.
23. CO-SIGNER: If the obligations under this agreement are guaranteed by a co-signer, Resident agrees that Owner/Agent would not have rented without the guaranty. In the event the guaranty is terminated or becomes unenforceable for any reason, this will be considered a material non-compliance with this agreement.
24. COMMUNITY RULES: Unless Owner/Agent has custom rules and regulations for the property, the rules and regulations contained in MMHA form M132 CA (Community Rules & Regulations) apply and are incorporated by reference herein.
25. NOTICES: All notices required under the Rental Agreement or State law to be in writing shall be served personally, by first class mail or by first class mail and attachment. If served by first class mail and attachment, a notice from the Owner/Agent to the Resident shall be deemed served on the day and at the time it is both mailed by first class mail to the Resident at the premises and attached in a secure manner to the main entrance of that portion of the premises of which the Resident has possession. If served by first class mail and attachment, a notice from the Resident to the Owner/Agent shall be deemed served on the day it is both mailed by first class mail to the Owner/Agent at the address set forth on this Agreement and attached in a secure manner to the main entrance of the complex office, if one exists, and if not, to the Owner/Agent's location identified on the front of this Agreement. If the main entrance to the complex office is located inside a building, the notice should be attached to the main entrance of such building. Owner/Agent is authorized to accept notices on behalf of the owner of the premises. Personal service may be effected for the purpose of service of process and for the purpose of receiving and accepting of all notices and demands at the telephone number, and street address of the Owner/Agent listed on the front page of this Rental Agreement.
26. PARKING: Unless Owner/Agent has custom parking rules for the property, all off street parking is governed by the rules and regulations contained in MMHA form M158 CA (Parking/Carport Agreement) which Resident acknowledges receiving and is incorporated by reference herein.
27. CONTROL OF COMMON AREAS: Owner/Agent and any person designated by Owner/Agent retains control over any common areas of the Premises for the purposes of enforcing state trespass laws.
28. REQUESTS FOR REASONABLE ACCOMMODATION/MODIFICATION: As required under federal, state, and local fair housing laws, Residents with disabilities may request reasonable accommodations/modifications related to their housing. All requests must be made to the Owner/Agent specifying the nature of the requested accommodation/modification. It is recommended, but not required, that such request be made in writing.
29. TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION: If any information supplied in conjunction with application for this rental unit is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Owner's then current rental criteria, this is grounds for termination of tenancy.
30. MEGAN'S LAW 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.
31. COMPLETE AGREEMENT: This Rental Agreement, any rules and regulations for the premises, and any other written addenda executed by the parties on or after the date of this Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. If this is a renewal of an existing Rental Agreement, all written addenda executed on or after the date of the original Rental Agreement that are consistent herewith are incorporated herein. If any clause or part of a clause of this Rental Agreement is found to be unenforceable by a court or other body with proper authority then that clause or part of the clause will be deleted and the rest of this Rental Agreement shall remain in full force and effect.

ON SITE RESIDENT MAIN OFFICE (IF REQUIRED)

INITIAL HERE

ADDENDUM TO RENTAL AGREEMENT

CAMBRIDGE
real estate services

Property Name Glenbrook Apartments

Unit # _____

Resident Name(s) _____

Authorized Agent: The name of the person authorized to manage the property and act on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands is Cambridge Real Estate Services.

Rules and Regulations: The resident understands and agrees to abide by all of the terms and conditions listed on the Rental Agreement and all separate rules and regulations which are incorporated as part of this Agreement.

Early Termination Exception: The lease buy-out option does not exist during the initial lease term of a property operated under Section 42 of the IRS Code.

Unenforceable Provisions: The resident agrees that, if at some future date, a portion of this agreement should be judged unenforceable by a court of law, all other portions will remain in force.

Security Deposits: If the security deposit increases due to a change in the number of residents, the amount of the increase will be the responsibility of the remaining resident(s).

Delivery of Possession: Landlord shall not be liable to resident for failure to deliver possession at the beginning of the term if such failure is due to circumstances beyond the Landlord's reasonable control, including the prior tenant's failure to vacate.

Partial Payments: Partial rent payments will not be accepted.

Late Charges: A late charge totaling \$50.00 will be charged if rent is paid after 5 p.m. on the 4th of the month. Exception: If the 5th of the month falls on a Sunday or a holiday, the late fee will be assessed on the next business day.

Babysitting: Except where otherwise allowed by local ordinance or housing program (i.e. Section 42 housing), operation of a commercial day care facility within an apartment must be disclosed to and approved by management.

Winterizing: The Resident shall comply with all reasonable requests made by the Landlord regarding the care of their apartment, including but not limited to directions regarding protecting the property against damage due to freezing temperatures; proper use of fixtures and appliances; and generally accepted housekeeping standards including but without limitation to cleaning supplies, techniques and frequency.

Barbecues: Barbecues: as of December 1st, 2022, no barbecue of any type may be stored or used on the Premises. This includes, but is not limited to, a resident's porch, balcony, common areas, and parking lots.

Lockouts: As a company wide policy, we do not handle lockouts for residents. If a resident is locked out, they can obtain a key during business hours or, if after hours, must call a locksmith.

Transfers: A transfer fee may be required for any resident wishing to transfer apartments. In cases where the property is operated with Section 42 of the IRS Code, transfer requests may be denied.

Gardens: The resident must not cultivate any garden area or disturb any landscape without written management permission, except in designated areas.

Accessible Unit: If accessible unit is occupied by a tenant not needing the specially designed features of the unit:

- If I am occupying a specially designed accessible unit for disabled persons, and if I do not need such accessible features, I acknowledge that priority for such accessible unit is given to those disabled persons needing the special design features of this unit. I agree that I will be required to vacate the unit within 30 days of notification from landlord that an eligible individual requires the special design features of this unit. I further agree to move at my own expense (unless otherwise agreed by landlord in writing) within 30 calendar days of such written notice. I further understand that, if I move to an appropriate unit within the project, my rental rate will change to the rental rate for the unit I move to and this lease will be modified accordingly.

Resident further agrees to:

- Keep the apartment clean at all times, free of dirt and debris, especially those that can harbor mold, mildew spores or fungal growth
- Clean bathroom, kitchen surfaces and walls with products which reduce or inhibit growth of mold, mildew or other fungi
- Keep the humidity below 40% in the apartment
- Report to the landlord when any exhaust fan does not operate
- Open multiple windows (weather permitting) at least twice a week for a minimum of one hour to allow cross ventilation of the apartment
- Notify the landlord of any mold grown on any surfaces inside the apartment, such as dark stains or patterns migrating through the walls or ceilings, and not attempt to disturb or remove any identified mold growth in the apartment unit without consulting the property manager
- Immediately report the discovery of the presence or indications of vermin such as accumulations of debris or feces. The resident agrees not to attempt to disturb or remove vermin in the apartment unit without consulting the property manager.

- Allow the landlord to enter the apartment to inspect and make necessary repairs
- Not modify or adjust any utility or mechanical systems in the apartment without prior written approval from the property manager. Apartment unit modifications and adjustments include, but are not limited to: sealing, closing or otherwise restricting the flow of ventilation or plumbing systems (including the installation/use of bidets); adding, removing or diverting any ventilation duct or plumbing lines; drilling, nailing, or otherwise penetrating walls, floors, or ceilings to a depth of more than one inch (i.e. where the penetration might contact plumbing or electrical lines or result in a loss of integrity)

If Pets Allowed at This Property:

- Unless otherwise granted by management in writing, there shall be a combined limit of two pets, aquariums or cages per apartment. The maximum aquarium size shall not exceed 50 gallons and the maximum cage size shall not exceed 30 cubic feet. Maximum occupancy for each aquarium or cage shall be subject to approval by a qualified veterinarian.
- Pets will not be allowed out of the unit except when being carried by Resident or when on a leash under Resident’s control.
- Pets will be kept clean and free of pests. Pest treatments required due to pet owner negligence will be billed to the resident. The pet will not be allowed to use any part of the property for depositing waste. Failure to clean up pet waste will result in a \$50 fee (\$5 at HUD properties) per offense. Should this occur accidentally, the pet waste will immediately be picked up, sealed in a plastic bag and thrown away. Any pet waste that is accumulated in a tray outside the apartment home will be disposed of promptly and properly.
- Pets shall not be kept, bred or used for any commercial purpose.
- Puppy pads, or other pet training pads used specifically for collecting waste are specifically prohibited as they do not meet standards for housekeeping and can lead to floor damage.
- Payment arrangements for the required security deposit may be made by satisfying an initial pet deposit of \$50 and then paying \$10 monthly until paid in full (HUD Elderly Properties Only).
- See further information on the Pet Agreement.

Service Animals: The service animal(s) will be kept clean and free of pests. See further information on the Assistance/Companion Animal Agreement. Service animals will not be allowed out of the unit except when being carried by Resident or when on a leash under Resident’s control.

Gang Activity: Tenant agrees that tenant, any family member residing on the Premises or any guest or invitee shall not be a participant of gang activity or criminal activity on the Premises during the term of this Agreement. The term “gang” refers to a group, or a member of a group, of people who are involved in illegal activity or anti-social behavior. “Gang activity” includes but is not limited to:

- Wearing clothing, jewelry, or tattoos unique to gang affiliations (color alone is not sufficient to establish gang affiliation)
- Grouping to show gang affiliation or to intimidate rival gangs or tenants, or
- Claiming gang membership

Criteria for Exclusion of Non-Residents from the Premises: Any non-resident will be barred from returning to the Premises if that person:

- Makes unreasonable noise
- Engages in fighting or in violent or threatening behavior
- Substantially interferes with any right, comfort or convenience of any resident of the Premises or employee of the Landlord
- Engages in activity which constitutes a criminal offense
- Engages in any activity involving firearms, illegal drugs or violence
- Damages, defaces or destroys any property belonging to Landlord, any resident or any Landlord’s employees
- Litters on the Premises
- Drives in a careless or reckless manner
- Consumes or possesses an open container of any alcoholic beverage on the common areas of the Premises
- Engages in Gang activity (defined above in Gang Activity section)
- Violates curfew ordinance for the City where Premises is located

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 website maintained by the Department of Justice at <http://www.megan’slaw.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.

_____	_____	_____	_____
RESIDENT	DATE	RESIDENT	DATE
_____	_____	_____	_____
RESIDENT	DATE	RESIDENT	DATE
_____	_____	_____	_____
RESIDENT	DATE	RESIDENT	DATE
_____	_____	_____	_____
		OWNER/AGENT	DATE

California Department of Housing and Community Development
ASSET MANAGEMENT & COMPLIANCE (AMC) MULTI-FAMILY RENTAL LEASE ADDENDUM

Instructions: 1. Complete the shaded areas in the form, below
2. Have Lessor/Agent sign this Addendum and have the Tenant(s) sign this Addendum.
3. Provide fully signed copy to Tenant, and have Tenant (or Head of Household) initial indicating receipt.
NOTE: Inform Tenant that Tenant may also receive this Addendum in Spanish if requested.

This Lease Addendum (Addendum) is intended to amend the Lease/Rental Agreement (Lease), dated _____, between _____ (Lessee/Tenant) and _____ (Lessor/Landlord) for the lease of Unit Number _____ of _____^{Glenbrook Apartments} (Project) located at _____ (Address), _____ (City), California (the Leased Premises).

As a condition of financial assistance provided for the above-named multifamily rental housing development (Project) by the Department of Housing and Community Development (the Department), the owner of the Project has entered into a Regulatory Agreement recorded _____ as instrument number/in book and page _____ in the Official Records of the County of _____, which establishes the terms, conditions and procedures related to the Project. The above noted leased unit is deemed to be an "Assisted Unit" as the term is defined in the Regulatory Agreement, and as such is subject to Project requirements.

The terms of this Addendum take precedence over every other provision in the lease itself and over any other lease addendum or attachment except as noted herein.

- (1) "Good cause", as defined by the Uniform Multifamily Regulations (the UMR), shall be required for termination of tenancy. Pursuant to *UMR Section 8307(a)(1)*: One or more of the following constitutes "good cause":
 - (A) failure by the Tenant to maintain applicable eligibility requirements under the Program ("Program" means the Department funding program or programs providing assistance to the Project) or other eligibility requirements as approved by the Department;
 - (B) material noncompliance by the Tenant with the Lease, including one or more substantial violations of the Lease or habitual minor violations of the Lease which:
 - (i) adversely affect the health and safety of any person or the right of any tenant to the quiet enjoyment of the Leased Premises and related Project facilities;
 - (ii) substantially interfere with the management, maintenance, or operation of the Project; or
 - (iii) result from the failure or refusal to pay, in a timely fashion, Rent, as defined in the Regulatory Agreement or UMR, or other permitted charges when due. Failure or refusal to pay in a timely fashion is a minor violation if payment is made during the 3-day notice period;
 - (C) material failure by the Tenant to carry out obligations under state or local law;
 - (D) subletting by the Tenant of all or any portion of the Assisted Unit;

California Department of Housing and Community Development
ASSET MANAGEMENT & COMPLIANCE (AMC) MULTI-FAMILY RENTAL LEASE ADDENDUM

- (E) any other action or conduct of the Tenant constituting significant problems which can be reasonably resolved only by eviction of the Tenant, provided that the Landlord has previously notified the Tenant that the conduct or action in question would be considered cause for eviction. Examples of action or conduct in this category include the refusal of a Tenant, after written notice, to accept reasonable rules or any reasonable changes in the Lease or the refusal to recertify income or household size; or
 - (F) for Transitional Housing: the end of the maximum term prescribed for tenant occupancy by the Program operated in a particular Transitional Housing development.
- (2) Any notice provided to the Tenant pursuant to state law shall state the facts constituting the grounds for any eviction. *See UMR Section 8307(a)(2).*
 - (3) The Tenant is hereby notified of the availability of grievance procedures for hearing tenant complaints and for appeal of management action; such procedures are provided within the Lease, or attached hereto, or available upon request from the management company. *See UMR Section 8307(b).*
 - (4) The Tenant household is annually required to recertify household income and size. *See UMR Sections 8306(a) and 8307(a)(4).*
 - (A) If, at the time of recertification, in MHP and LPR funded projects, the Tenant's household size has changed and no longer meets the occupancy standards of the Program, the Landlord may require the Tenant to move to the next available appropriately sized unit. *See UMR Section 8306(b).* For VHHP and AHSC funded projects, the Landlord may follow the CA Tax Credit Allocation Committee ("CTCAC") rules and procedures.
 - (B) If, at the time of recertification, the Tenant's household income exceeds the income limit designated for the household's unit, the Landlord may increase the Rent, in MHP funded projects, to the extent a Rent increase for the household is permitted by statutes and regulations governing the low income housing tax credit program, i.e. CTCAC, pursuant to the Department's regulations governing the procedure for adjusting Rents for over-income households. *See MHP Regulations Section 7311.* For VHHP, and AHSC funded projects, the Landlord may increase the Rent using CTCAC rules and procedures. For LPR projects, the Landlord may increase the Rent in accordance with Section 108(a) of the LPR Guidelines or, for Special Rent Increase tenants, in accordance with Section 108(c)(1)(A)(v), as permitted, in either case, by CTCAC rules and procedures.
- (5) Initial term of tenancy for all Department-regulated units and all tax credit units shall be a minimum of at least six months, except that units for single room occupancy or transitional housing shall have a minimum initial term of at least one month. Subsequent Lease renewals for all types of tenancy shall be for a minimum term of at least one month.
 - (6) Rents may be adjusted no more than once annually, and such adjustment shall be calculated in accordance with HCD Program requirements, or if so approved by HCD, using CTCAC rules and procedures. *MHP Regulations Section 7312(c).*

**California Department of Housing and Community Development
ASSET MANAGEMENT & COMPLIANCE (AMC) MULTI-FAMILY RENTAL LEASE ADDENDUM**

- (7) For units receiving HUD Section 8 or other similar Federal rental assistance, the rules of such program regarding Rent increases shall prevail, even if Tenant contribution amounts occur more often than annually. See *MHP Regulations Section 7312(e)*.
- (8) Any provisions in this Lease in violation of State law, Department Regulations or Guidelines, the Regulatory Agreement, or Federal law, are void.

- Landlord, or;
- Property Management Company:

By: _____ (Manager) _____ (Date)

Tenant(s) (Name and initials upon receipt of copy):

			Tenants are to initial below after receiving a copy of the signed document.	
Tenant Name	Tenant Signature	Date	Initials	Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

EXHIBIT “AA”

(provided separately by appellant, added by City Staff)



CALIFORNIA PARKING/CARPORT AGREEMENT

CAMBRIDGE real estate services

DATE _____ PROPERTY NAME / NUMBER Cedar Park Apartments CA210

RESIDENT NAME(S) _____

UNIT NUMBER _____ STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

Check all that apply:

- No resident parking spaces are assigned. All parking is on a first come basis.
- All residents must display a parking tag, sticker or other device supplied by Owner/Agent.
- Resident parking spaces are assigned. Resident has been assigned the following parking space/carport number(s): _____ (Space(s) may be reassigned per Rule "n" on page 2).
 - The monthly fee for the assigned parking space(s) is \$ _____ and is due and payable on the first day of each month.
 - The right to use the assigned parking space(s) is included in your monthly rent payment.
- Guest parking is not allowed on the property.
- Guest parking is allowed on the property only as follows:
 - In spaces marked as "Guest"
 - In any unassigned parking space
 - Only those vehicles authorized by Owner/Agent with prior consent (guest tag provided)
 - Other _____

ACCOUNTING

TOTAL DUE AT START OF RENTAL
\$ _____ TO COVER RENT
FROM _____
THRU _____

LATE FEE:

\$ _____
RETURNED CHECK CHARGE:
\$ 25.00

DATE RENTAL TERM BEGINNING: _____

Resident's Authorized Vehicles:

1. Make: _____ Model: _____ State: _____ License Plate No. _____
2. Make: _____ Model: _____ State: _____ License Plate No. _____
3. Make: _____ Model: _____ State: _____ License Plate No. _____
4. Make: _____ Model: _____ State: _____ License Plate No. _____
5. Make: _____ Model: _____ State: _____ License Plate No. _____

Vehicles may not be substituted or changed by Residents without written notice from Resident and written consent from Owner/Agent.

Parking Tags/Stickers/Identification (if applicable): Parking identification for Resident vehicle(s) (i.e. tags, stickers or other devices) is in the form of: _____. Resident acknowledges that parking identification has been provided by Owner/Agent. To be issued parking identification, Resident must present copy of proof of ownership and current vehicle registration. The parking identification is the property of the Owner/Agent, is not transferable, and must be returned to Owner/Agent at the end of Resident's tenancy. The fee for replacing lost or stolen parking identification is \$ _____. This identification shall be clearly and visibly displayed in the vehicle in the following manner: _____. Whether guest parking is allowed and, if allowed, the method for identifying guest parking spaces or identifying authorized guest vehicles is described above.

RESIDENT UNDERSTANDS THAT OWNER/AGENT MAY HAVE A VEHICLE REMOVED FROM THE PREMISES WITHOUT NOTICE FOR FAILING TO DISPLAY THE PARKING TAG, STICKER OR OTHER DEVICE.

This agreement shall be in effect for the duration of Resident's occupancy and terminates upon termination of the Resident's tenancy. Owner/Agent reserves the right to limit the type, size and number of vehicles per unit.

The person renting the parking space/carport is not a residential tenant of the premises. This agreement runs month to month and may be terminated with at least 10 days notice.

Violation of this agreement, California law, and any other posted rules regarding guest parking could result in vehicles being towed or immobilized and owners of vehicles being subject to violations and fines. Parking lots will be patrolled for the purpose of removing unauthorized vehicles by the following tow company:

Name _____ Phone Number _____

Address _____

[If this information is left blank, name and contact information for tow company is posted on prominent signs on the property.]

See Rules & Regulations on Page 2

X
RESIDENT _____ DATE _____

X
RESIDENT _____ DATE _____

X
RESIDENT _____ DATE _____

X
OWNER/AGENT _____ DATE _____

X
RESIDENT _____ DATE _____

Rules and Regulations:

- a. Parking spaces are to be used only for parking vehicles. No storage of any kind is allowed in a parking space.
- b. If a household has more vehicles than assigned spaces, the additional vehicles, if authorized, must be parked in "unassigned" parking areas. Any Resident vehicles not listed on page 1 must be parked off-site.
- c. Owner/Agent does not guarantee the use of a parking space. Unassigned parking spaces will be made available on a first-come, first served basis.
- d. Residents with parking identification must park in their assigned parking space(s) or in areas marked for resident parking.
- e. Guest parking is for non-residents only. Resident's vehicles parked in guest parking will be subject to towing.
- f. Motorcycles and mopeds must be parked in a parking space and registered as stated above.
- g. Resident and guests are not allowed to park boats, commercial vehicles, trucks of one-ton and above, trailers and/or recreational vehicles without the express written approval of management, which is subject to space availability and restrictions.
- h. The speed limit in the parking area and driveways is 5 M.P.H.
- i. Neither the Owner nor the Agent accepts responsibility for the damage or theft of any of Resident's or Resident's guest's vehicles, or contents, or for injuries involving any vehicle in the parking lot. Owner/Agent shall not be responsible for personal property lost in or stolen from parking areas. Use of the parking areas shall be at the sole risk of Resident and their guests. Residents and Resident's guests should remove valuables and lock the doors of vehicles.
- j. Resident assumes all responsibility, indemnifies and holds Owner/Agent harmless for any damages or claims that may be caused by or arises out of Resident's (or Resident's guest(s)) use of parking areas.
- k. Residents must obey all California Motor Vehicle laws, traffic laws and posted signs. Residents may not park in handicapped parking areas (unless they have a valid handicapped permit), red fire lanes, visitor spots, on lawns or other common areas not designated for parking, or blocking entrances, thoroughfares, walkways and/or dumpsters.
- l. No toxic, hazardous or flammable materials may be stored by Resident at any time in any vehicle or parking space.
- m. Resident(s) agrees to pay for any damages caused to the parking areas by the Resident(s) or their guests.
- n. Either party of this agreement may give a thirty (30) day notice to vacate a parking space which is assigned in this agreement. Spaces are assigned on a month to month basis only. Owner/Agent reserves the right to change the location of Resident's assigned parking space(s) with 30 days written notice.
- o. Resident(s) agree to keep their vehicle street legal, in good working order, licensed and insured, and must be in good repair which will be determined at the discretion of management. Vehicles leaking oil or other fluids must be repaired or removed immediately or this parking agreement may be terminated by landlord. Washing of vehicles on the property is prohibited unless a specific washing area is designated. No vehicle repair work is allowed on the property.
- p. Any violation of this Parking Agreement is a material noncompliance with the Rental Agreement. Failure to have proper and current registration of vehicles or parking of an unregistered vehicle on the property is a lease violation and a violation of this agreement.
- q. Owner/Agent shall have the right to temporarily close the parking areas or certain areas therein in order to perform necessary repairs, maintenance and improvements to the parking areas.
- r. The parking lots of the complex present substantial dangers because of the movement of motor vehicles. To ensure the safety of all residents, no one shall play in the parking areas.

Towing:

- a) Owner/Agent may tow vehicles without notice to the owner or operator of the vehicle if the vehicle:
 - i) blocks or prevents access by emergency vehicles;
 - ii) blocks or prevents entry to the premises;
 - iii) violates a prominently posted parking prohibition;
 - iv) blocks or is unlawfully parked in a space reserved for persons with disabilities;
 - v) is parked in an area not intended for motor vehicles, including, but not limited to, sidewalks, lawns, and landscaping;
 - vi) is parked in a space reserved for tenants and does not display a parking tag, sticker, identification or other device if required on page 1; or
 - vii) is parked in an assigned space and Owner/Agent has permission from the Resident to whom it has been assigned to tow the vehicle.
- b) Owner/Agent may tow inoperable vehicles that are otherwise parked in compliance with this agreement after affixing a prominent 72 hour notice to the vehicle stating that the vehicle will be towed if it is not removed or otherwise brought into compliance with this agreement.

EXHIBIT “E”



Fall / Winter Announcement

Dear Residents:

On an annual basis, Cambridge Real Estate Services publishes this reminder regarding snow removal and snow management policies.

As you are aware, the Truckee / Tahoe region experiences significant snowfall during most winters. Cambridge site management offices have on-going communication with the Town of Truckee Road maintenance department. We offer the following input regarding Town standards for the most challenging periods of winter weather.

- The Town of Truckee has an established response goal of 24 hours when snowfall reaches 24 inches; if snowfall is less than 12 inches in depth, response times are generally within 12 hours.
- The Town of Truckee coordinates emergency snow removal with the department of emergency services. Therefore, a near-immediate response for snow removal is often issued by local police, fire or medical services personnel if they are responding to an emergency during inclement weather.
- An established Town ordinance prohibits parking within the Town Right of Way along any public street. The Town has authority to ticket and/or tow any vehicle parked within the Right of Way. For purposes of Truckee Pines and Truckee Donner, the Right of Way is anywhere along any paved or shoulder areas of Estates Drive and Riverview Drive. For Henness Flats and Frishman Hollow, please avoid parking in any location other than a designated property parking lot; specifically, do not park along the public street called Rue Ivy Way which leads to Frishman Hollow.
- The Town of Truckee has an established response goal which calls for substantially clear public streets within seven calendar days after the end of a significant storm.

With this letter we wish to advise all residents that our intentions regarding the clearing of snow at communities managed by our company will closely mirror these Town of Truckee standards.

During periods of heavy snowfall, As temperatures stay near the freezing level, the accumulation of snow in native areas will generally remain untouched. We elect to leave courtyards, wetlands and other non-essential areas of the property without snow management so that we can focus on other areas that are more commonly used by pedestrians and motor vehicles.

We thank in advance the vendors and employees who will be actively involved in snow removal and snow management activities during the coming weeks. These individuals often work long hours, under very challenging circumstances. They do so in order that we can maintain communities in a condition that causes them to be as accessible as possible. We appreciate their efforts.

Residents should be advised of our goals for the coming days. Specifically:

Please be advised:

- Every effort shall be made to preserve access to each and every apartment on an uninterrupted basis. Apartments with multiple pathways for access may find that access is limited to just one pathway during peak snowfall periods.
- Driveways and parking areas will be plowed as frequently as a contract service provider is able. We anticipate plowing will occur on an on-going basis.
- Residents are asked to cooperate with snow removal efforts by avoiding the creation of any obstacles which would limit progress. Specifically, bicycles, toys and other personal property should not be left on walkways. Automobiles should be parked only in designated parking areas. We ask that residents not obscure or otherwise tamper with snow poles as these are important in defining the areas to be cleared.
- For those of you who choose to clear snow on your own from your immediate and exclusive living area (such as patios, porches and so forth), we ask that you please shovel towards the buildings, so the driveway remains as clear as possible. This will allow for vehicles to get through easier until the snowplow is able to come through.
- To avoid damage to vehicles, snowplow operators are obligated to maintain a safe clearance between the drive aisles they clear and the vehicles parked in close proximity. If you find that the space between your vehicle and a cleared driveway is more than 24", or if you find that driveway clearing resulted in excessive snow being shifted toward your vehicle, please contact the management office so we can respond as promptly as possible and assist.

From time-to-time management will also contract with seasonal employees to assist in snow management. These supplemental resources will provide us an opportunity to respond to even the largest storms of any given season.

Finally, in the event that temperatures drop well below freezing, we call your attention to the enclosed "Cold Weather Alert" notices. Your cooperation in helping us avoid the inconvenience and cost of frozen water lines is very much appreciated.

In advance, we thank you for your continued residency. We wish you a safe winter season and remind you that our best efforts are still at times tested by the whims of Mother Nature.

Sincerely,

Janeen Kallus
Cambridge Real Estate Services

EXHIBIT “F”



CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

901 P Street, Suite 213A
Sacramento, CA 95814
p (916) 654-6340
f (916) 654-6033
www.treasurer.ca.gov/ctcac

MEMBERS

FIONA MA, CPA, CHAIR
State Treasurer

MALIA M. COHEN
State Controller

JOE STEPHENSHAW
Director of Finance

GUSTAVO VELASQUEZ
Director of HCD

TIENA JOHNSON HALL
Executive Director of CalHFA

EXECUTIVE DIRECTOR
MARINA WIANT

DATE: April 25, 2024
TO: Low Income Housing Tax Credit Project Owners and Applicants
FROM: California Tax Credit Allocation Committee (CTCAC)
RE: 2024 Income Limits and Maximum Rents

On April 1, 2024, the U.S. Department of Housing and Urban Development (HUD) published the 2024 Income Limits applicable to low-income housing funded with Low Income Housing Tax Credits (LIHTC) and projects financed with tax-exempt housing bonds. CTCAC utilizes the information published by HUD to calculate maximum rents and income limits for California LIHTC projects. The 2024 limits go into effect on April 1, 2024. Projects that Place-In-Service (PIS) on or after April 1, 2024 have a 45 day grace period in which they may choose to use either the current 2024 Income and Rent Limits or the prior 2023 Income and Rent Limits for lease up and determining the gross rent floor election (GRFE) for the property. All properties that PIS on or after May 16, 2024, must use the 2024 Income and Rent limits.

The Housing and Economic Recovery Act (HERA) of 2008 made statutory changes to how income limits were calculated for projects. Prior to the HERA Legislation, income and rent limits were determined by HUD on an annual basis and were based on the Area Median Gross Income (AMGI) of the county the project was located in. Additionally, if HUD determined there was a decrease in the AMGI, the limits were “held harmless” at the level of the prior year. The HERA legislation changed the “hold harmless” determination of AMGI from an annual county level to a project level, based on the year the project placed in service (HERA Hold Harmless). Additionally, it gave an adjusted increase in the income limits (HERA Special) to projects in counties for which the AMGI had been determined to be held harmless in 2007 and 2008 (Impacted Properties). Please see IRS LIHC Newsletter #35 for more information about what constitutes “determined” and projects that were placed in service before or after the HUD income limit effective dates at the following link:

http://treasurer.ca.gov/ctcac/rentincome/09/irs_lowincome.pdf

In California, there were initially seven designated HERA Special counties:

Marin
Nevada
San Francisco
San Mateo
Santa Clara

Solano
Ventura

In 2010, HUD announced that they were creating the Multifamily Tax Subsidy Program (MTSP) Limits for all LIHTC properties going forward, separating them from the Section 8 limits, and eliminating the previous hold harmless policy. At that time, HUD also established a maximum and minimum amount that the AMI can change from year to year. The income limits issued for the Section 8 and MTSP programs will not increase more than 5% or twice the change in the national non-metro AMGI (whichever is greater), nor will the limits decrease more than 5%. With the change in policy, HERA Hold Harmless provisions apply to all projects that were placed in service on or after January 1, 2009, and all future projects. The elimination of the HUD hold harmless policy created separate income and rent tables, adjusted annually, based on the projects PIS date (Non-Impacted).

Impacted and Non-Impacted MTSP projects:

- **Impacted Project** – An Impacted Project is any project which had area median gross income determined in 2007 or 2008 under the HUD Hold Harmless policy, for which HUD has published a HERA Special limit and meets the following requirements:
 1. Any single building project that Placed in Service on or before 12/31/2008.
 2. Any multi-building project that had at least one building Place in Service on or before 12/31/2008.
 3. Any acquisition/rehab project that has the date of acquisition on or before 12/31/2008.
 4. Any rehab only project that had at least one building Place in Service on or before 12/31/2008.
- **Non-Impacted** – Non-Impacted MTSPs are projects that were not subject to the HUD Hold Harmless policy in 2007 or 2008, placed in service on or after January 1, 2009, or may not be affected by HERA Special Limits at this time. All non-impacted properties are still under the provisions of HERA Hold Harmless once they have placed in service and are subject to the 45-day implementation grace period.
 - For existing non-Impacted projects where the placed in-service date is 1/1/2009 – 5/1/2024, you would use the greater of the previous year (2023) or the current (2024) income and rent limits.
 - The Rent Limit is the greater of the current year (2024) **or** the gross rent floor election. CTCAC will determine the gross rent floor election to be at carryover allocation for 9% tax credit projects or at preliminary reservation for 4% bond projects unless written notification is made by the owner to CTCAC specifying the gross rent floor election is to be at placed in service.

Changes to the Income Limits for Multifamily Tax Subsidy Projects MTSPs under HERA and subsequent legislation:

On March 23, 2018, the omnibus appropriations bill was signed into law, which included a change to Section 42 of the Internal Revenue Code allowing “Average Income Test,” under which a project may include units targeted up to 80% of area median income (AMI) as long as the project’s average targeting does not exceed 60% AMI. In 2018, CTCAC implemented regulation changes that allowed certain projects that would PIS in or after 2018, to change to the Average Income Test set-aside. The 2018 and all future Income and Rent limits reflect the averages from 20% up to 80%.

2024 Income and Rent Limits:

One county in California saw a decrease in the AMGI for 2024, all other counties increased or remained the same. The county with a decrease is:

Calaveras

In 2024, CTCAC combined tables with duplicative information and the resulting four (4) income limit tables and four (4) rent limit tables are posted on the CTCAC website.

2024 Income Limits for Projects Placed in Service on or before 12/31/2008 (*including HERA Special Projects*)

2024 Income Limits for Projects Placed in Service from 1/1/2009 – 5/14/2023

2024 Income Limits for Projects Placed in Service from 5/15/2023 – 3/31/2024

2024 Income Limits for Projects Placing in Service on or after 5/1/2024+

2024 Rent Limits for Projects Placed in Service on or before 12/31/2008 (post 1989)

2024 Rent Limits for Projects Placed in Service from 1/1/2009 – 5/14/2023

2024 Rent Limits for Projects Placed in Service from 5/15/2023 – 3/31/2024

2024 Rent Limits for Projects Placing in Service on or after 4/1/2024+

Note: for projects pre-1990 that use a per person based rent limit, please contact Compliance Section Chiefs Mayra Lozano at mayra.lozano@treasurer.ca.gov or Elizabeth Gutierrez-Ramos at elizabeth.gutierrez@treasurer.ca.gov to receive a copy of the 2024 rent limits.

All income limit tables reflect the current limits as determined by the HERA Special, HERA Hold Harmless, and MTSP guidance for 2009-2024.

Please note this memo provides summary information of published HUD guidance. **Please review the entire Federal Register notice [Docket No. FR-5323-N-03], dated May 17, 2010, prior to determining which income limits and maximum rents are applicable to your project(s).**

If you have any questions on the 2024 Rent & Income limit guidance, please contact Compliance Section Chiefs, Mayra Lozano at mayra.lozano@treasurer.ca.gov or Elizabeth Gutierrez-Ramos at elizabeth.gutierrez@treasurer.ca.gov or by calling (916) 654-6340.

**CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE
2024**

**Maximum Income Levels
For Projects Placed in Service on or before 12/31/2008
Including HERA Special Limits**

County	One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
MODOC								
100% Income Level	\$61,600	\$70,400	\$79,200	\$87,900	\$95,000	\$102,000	\$109,000	\$116,100
60% Income Level	\$36,960	\$42,240	\$47,520	\$52,740	\$57,000	\$61,200	\$65,400	\$69,660
55% Income Level	\$33,880	\$38,720	\$43,560	\$48,345	\$52,250	\$56,100	\$59,950	\$63,855
50% Income Level	\$30,800	\$35,200	\$39,600	\$43,950	\$47,500	\$51,000	\$54,500	\$58,050
45% Income Level	\$27,720	\$31,680	\$35,640	\$39,555	\$42,750	\$45,900	\$49,050	\$52,245
40% Income Level	\$24,640	\$28,160	\$31,680	\$35,160	\$38,000	\$40,800	\$43,600	\$46,440
35% Income Level	\$21,560	\$24,640	\$27,720	\$30,765	\$33,250	\$35,700	\$38,150	\$40,635
30% Income Level	\$18,480	\$21,120	\$23,760	\$26,370	\$28,500	\$30,600	\$32,700	\$34,830
MONO								
100% Income Level	\$65,400	\$74,800	\$84,100	\$93,500	\$100,900	\$108,400	\$115,900	\$123,400
60% Income Level	\$39,240	\$44,880	\$50,460	\$56,100	\$60,540	\$65,040	\$69,540	\$74,040
55% Income Level	\$35,970	\$41,140	\$46,255	\$51,425	\$55,495	\$59,620	\$63,745	\$67,870
50% Income Level	\$32,700	\$37,400	\$42,050	\$46,750	\$50,450	\$54,200	\$57,950	\$61,700
45% Income Level	\$29,430	\$33,660	\$37,845	\$42,075	\$45,405	\$48,780	\$52,155	\$55,530
40% Income Level	\$26,160	\$29,920	\$33,640	\$37,400	\$40,360	\$43,360	\$46,360	\$49,360
35% Income Level	\$22,890	\$26,180	\$29,435	\$32,725	\$35,315	\$37,940	\$40,565	\$43,190
30% Income Level	\$19,620	\$22,440	\$25,230	\$28,050	\$30,270	\$32,520	\$34,770	\$37,020
MONTEREY								
100% Income Level	\$92,700	\$106,000	\$119,200	\$132,400	\$143,000	\$153,600	\$164,200	\$174,800
60% Income Level	\$55,620	\$63,600	\$71,520	\$79,440	\$85,800	\$92,160	\$98,520	\$104,880
55% Income Level	\$50,985	\$58,300	\$65,560	\$72,820	\$78,650	\$84,480	\$90,310	\$96,140
50% Income Level	\$46,350	\$53,000	\$59,600	\$66,200	\$71,500	\$76,800	\$82,100	\$87,400
45% Income Level	\$41,715	\$47,700	\$53,640	\$59,580	\$64,350	\$69,120	\$73,890	\$78,660
40% Income Level	\$37,080	\$42,400	\$47,680	\$52,960	\$57,200	\$61,440	\$65,680	\$69,920
35% Income Level	\$32,445	\$37,100	\$41,720	\$46,340	\$50,050	\$53,760	\$57,470	\$61,180
30% Income Level	\$27,810	\$31,800	\$35,760	\$39,720	\$42,900	\$46,080	\$49,260	\$52,440
NAPA								
100% Income Level	\$102,800	\$117,400	\$132,200	\$146,800	\$158,600	\$170,300	\$182,100	\$193,800
60% Income Level	\$61,680	\$70,440	\$79,320	\$88,080	\$95,160	\$102,180	\$109,260	\$116,280
55% Income Level	\$56,540	\$64,570	\$72,710	\$80,740	\$87,230	\$93,665	\$100,155	\$106,590
50% Income Level	\$51,400	\$58,700	\$66,100	\$73,400	\$79,300	\$85,150	\$91,050	\$96,900
45% Income Level	\$46,260	\$52,830	\$59,490	\$66,060	\$71,370	\$76,635	\$81,945	\$87,210
40% Income Level	\$41,120	\$46,960	\$52,880	\$58,720	\$63,440	\$68,120	\$72,840	\$77,520
35% Income Level	\$35,980	\$41,090	\$46,270	\$51,380	\$55,510	\$59,605	\$63,735	\$67,830
30% Income Level	\$30,840	\$35,220	\$39,660	\$44,040	\$47,580	\$51,090	\$54,630	\$58,140
NEVADA - HERA Special								
100% Income Level	\$79,300	\$90,600	\$101,900	\$113,200	\$122,300	\$131,400	\$140,400	\$149,500
60% Income Level	\$47,580	\$54,360	\$61,140	\$67,920	\$73,380	\$78,840	\$84,240	\$89,700
55% Income Level	\$43,615	\$49,830	\$56,045	\$62,260	\$67,265	\$72,270	\$77,220	\$82,225
50% Income Level	\$39,650	\$45,300	\$50,950	\$56,600	\$61,150	\$65,700	\$70,200	\$74,750
45% Income Level	\$35,685	\$40,770	\$45,855	\$50,940	\$55,035	\$59,130	\$63,180	\$67,275
40% Income Level	\$31,720	\$36,240	\$40,760	\$45,280	\$48,920	\$52,560	\$56,160	\$59,800
35% Income Level	\$27,755	\$31,710	\$35,665	\$39,620	\$42,805	\$45,990	\$49,140	\$52,325
30% Income Level	\$23,790	\$27,180	\$30,570	\$33,960	\$36,690	\$39,420	\$42,120	\$44,850
ORANGE								
100% Income Level	\$110,500	\$126,200	\$142,100	\$157,800	\$170,500	\$183,100	\$195,700	\$208,300
60% Income Level	\$66,300	\$75,720	\$85,260	\$94,680	\$102,300	\$109,860	\$117,420	\$124,980
55% Income Level	\$60,775	\$69,410	\$78,155	\$86,790	\$93,775	\$100,705	\$107,635	\$114,565
50% Income Level	\$55,250	\$63,100	\$71,050	\$78,900	\$85,250	\$91,550	\$97,850	\$104,150
45% Income Level	\$49,725	\$56,790	\$63,945	\$71,010	\$76,725	\$82,395	\$88,065	\$93,735
40% Income Level	\$44,200	\$50,480	\$56,840	\$63,120	\$68,200	\$73,240	\$78,280	\$83,320
35% Income Level	\$38,675	\$44,170	\$49,735	\$55,230	\$59,675	\$64,085	\$68,495	\$72,905
30% Income Level	\$33,150	\$37,860	\$42,630	\$47,340	\$51,150	\$54,930	\$58,710	\$62,490

CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE
2024

Maximum Multi-Family Tax Subsidy Projects (MTSP) Rents
for Low Income Housing Tax Credit (LIHTC) Projects
Placed in Service after January 1, 1990 (post 1989)
For Projects Placed in Service on or before 12/31/2008
Including HERA Special Limits

County	Efficiency	1 BR	2 BR	3 BR	4 BR	5 BR
NEVADA - HERA Special						
100% Income Level	\$1,982	\$2,122	\$2,546	\$2,942	\$3,284	\$3,622
60% Income Level	\$1,189	\$1,274	\$1,528	\$1,766	\$1,971	\$2,174
55% Income Level	\$1,090	\$1,168	\$1,401	\$1,619	\$1,806	\$1,993
50% Income Level	\$991	\$1,061	\$1,273	\$1,471	\$1,642	\$1,811
45% Income Level	\$892	\$955	\$1,146	\$1,324	\$1,478	\$1,630
40% Income Level	\$793	\$849	\$1,019	\$1,177	\$1,314	\$1,449
35% Income Level	\$693	\$743	\$891	\$1,030	\$1,149	\$1,268
30% Income Level	\$594	\$637	\$764	\$883	\$985	\$1,087
ORANGE						
100% Income Level	\$2,762	\$2,958	\$3,552	\$4,102	\$4,576	\$5,050
60% Income Level	\$1,657	\$1,775	\$2,131	\$2,462	\$2,746	\$3,030
55% Income Level	\$1,519	\$1,627	\$1,953	\$2,257	\$2,517	\$2,777
50% Income Level	\$1,381	\$1,479	\$1,776	\$2,051	\$2,288	\$2,525
45% Income Level	\$1,243	\$1,331	\$1,598	\$1,846	\$2,059	\$2,272
40% Income Level	\$1,105	\$1,183	\$1,421	\$1,641	\$1,831	\$2,020
35% Income Level	\$966	\$1,035	\$1,243	\$1,436	\$1,602	\$1,767
30% Income Level	\$828	\$887	\$1,065	\$1,231	\$1,373	\$1,515
PLACER						
100% Income Level	\$2,064	\$2,210	\$2,652	\$3,064	\$3,420	\$3,772
60% Income Level	\$1,239	\$1,326	\$1,591	\$1,839	\$2,052	\$2,264
55% Income Level	\$1,135	\$1,216	\$1,458	\$1,685	\$1,881	\$2,075
50% Income Level	\$1,032	\$1,105	\$1,326	\$1,532	\$1,710	\$1,886
45% Income Level	\$929	\$995	\$1,193	\$1,379	\$1,539	\$1,698
40% Income Level	\$826	\$884	\$1,061	\$1,226	\$1,368	\$1,509
35% Income Level	\$722	\$773	\$928	\$1,072	\$1,197	\$1,320
30% Income Level	\$619	\$663	\$795	\$919	\$1,026	\$1,132
PLUMAS						
100% Income Level	\$1,612	\$1,726	\$2,072	\$2,394	\$2,672	\$2,948
60% Income Level	\$967	\$1,036	\$1,243	\$1,437	\$1,603	\$1,769
55% Income Level	\$886	\$950	\$1,139	\$1,317	\$1,469	\$1,621
50% Income Level	\$806	\$863	\$1,036	\$1,197	\$1,336	\$1,474
45% Income Level	\$725	\$777	\$932	\$1,077	\$1,202	\$1,326
40% Income Level	\$645	\$691	\$829	\$958	\$1,069	\$1,179
35% Income Level	\$564	\$604	\$725	\$838	\$935	\$1,032
30% Income Level	\$483	\$518	\$621	\$718	\$801	\$884

EXHIBIT “G”



CEDAR PARK

Affordable Housing in Grass Valley, California
 One of the best communities Grass Valley
 has to offer!

Section 8 *Vouchers Accepted*

FEATURING THESE AMMENITES

- | | |
|----------------------------------|------------------------------|
| Spacious Floor Plans | Onsite Community Center |
| Abundant Closet Space | Playground |
| Stackable Washer & Dryer Hookups | Basketball Court |
| Dishwashers | Convenient to Shopping |
| Gas Stoves | Expansive Patios and Decks |
| Frost Free Refrigerators | Beautiful Landscaped Setting |

MAXIMUM HOUSEHOLD INCOME LIMITS

Number of Occupants	Maximum Annual Income
1	\$47,580
2	\$54,360
3	\$61,140
4	\$67,920
5	\$73,380
6	\$78,840
7	\$84,240

ANTICIPATED AFFORDABLE RENTAL RATES

Number of Bedrooms	Monthly Rent
2	\$1,368
3	\$1,562
4	\$1,722

*Lower rents may be available, depending on eligibility. Rents may also adjust upon finalizing utility allowances

Refundable Security Deposits will be based on information obtained during the screening process. All applications will be taken on a first come, first-served basis. Application fees are payable by check or money order. Applicants will be screened, with a non-refundable fee of \$45, on the basis of meeting income qualifications, previous rental, criminal and credit history. Minimum occupancy standards may apply.

Effective: 6/1/24

FOR INFORMATION CONTACT:

Cedar Park Apartments
 p 530.273.5010 | TTD 800.735.2929
 210 Sutton Way, Grass Valley, CA
www.cresapts.com/cedarpark
cedarpark@cresapts.com

PROFESSIONALLY MANAGED BY:

CAMBRIDGE
real estate services



EXHIBIT “H”



GLENBROOK apartments

Affordable Housing in Grass Valley California
One of the best communities Grass Valley
has to offer!

Section 8 Vouchers Accepted

FEATURING THESE AMMENITES

Spacious Floor Plans	Expansive Patios and Decks
Fully Appliance Kitchens	Onsite Community Center
Washer/Dryer Hookups	Beautifully landscaped Setting
Large Ample Closet Space	Convenient to Shopping
Large Playground	Onsite Maintenance

MAXIMUM HOUSEHOLD INCOME LIMITS

Number of Occupants	Maximum Annual Income
1	\$47,580
2	\$54,360
3	\$61,140
4	\$67,920
5	\$73,380
6	\$78,840
7	\$84,240

ANTICIPATED AFFORDABLE RENTAL RATES

Number of Bedrooms	Monthly Rent
2	\$1,368
3	\$1,562

*Lower rents may be available, depending on eligibility. Rents may also adjust upon finalizing utility allowances

Refundable Security Deposits will be based on information obtained during the screening process. All applications will be taken on a first come, first-served basis. Application fees are payable by check or money order. Applicants will be screened, with a non-refundable fee of \$45, on the basis of meeting income qualifications, previous rental, criminal and credit history. Minimum occupancy standards may apply.

Effective: 6/1/24

FOR INFORMATION CONTACT:

Glenbrook Apartments
Phone: 530.273.5540 | 800.735.2929 TDD
265 Sutton Way, Grass Valley, CA
www.cresapts.com/glenbrook
glenbrook@cresapts.com

PROFESSIONALLY MANAGED BY:

CAMBRIDGE
real estate services



EXHIBIT “I”



Oak Ridge apartments

Affordable Housing in Grass Valley

One of the best communities Grass Valley has to offer!

Section 8 vouchers accepted

FEATURING THESE AMENITIES

Spacious Floor Plans
 Abundant Closet Space
 Electric Range
 Cable and Phone Ready
 Frost-free Refrigerator
 Dishwasher

Basketball Court
 Fenced Tot Lots
 BBQ/Picnic Areas
 Community Center with
 Meeting Rooms & Kitchen
 Covered Parking
 Garages Available

MAXIMUM HOUSEHOLD INCOME LIMITS

Number of Occupants	Maximum Annual Income
1	\$47,580
2	\$54,360
3	\$61,140
4	\$67,920
5	\$73,380
6	\$78,840
7	\$84,240
8	\$89,700

ANTICIPATED AFFORDABLE RENTAL RATES

Number of Bedrooms	Monthly Rent
2	\$1368*
3	\$1562*
4	\$1722*

*Depends on household income and availability of apartments.

Refundable Security Deposits will be based on information obtained during the screening process.

All applications will be taken on a first come, first-served basis. Application fees are payable by check or money order. Applicants will be screened, with a non-refundable fee of \$45, on the basis of meeting income qualifications, previous rental, criminal and credit history. Minimum occupancy standards may apply. **Effective 04/01/2024**

FOR INFORMATION CONTACT:

Oak Ridge Apartments
 530.273.0996 or 800.735.2929 TDD
 228 Sutton Way, Grass Valley, CA
www.cresapts.com/oakridge
oakridge@cresapts.com



PROFESSIONALLY MANAGED BY:

CAMBRIDGE
real estate services



EXHIBIT “J”

Cedar Park Tax Credit Worksheet

Tax Credit Calculation Worksheet

Effective

June 1, 2024

Property Details:

Allocation Year:	Not on 8609	Funding Sources:	Programs:
Placed in Service (PIS):	05/26/2004	LIHTC Investor	LIHTC All units (one exempt staff unit)
Demographics:	Family	State Agency	17 units - 50%
Developer/GP/Owner:	Oregon Investors VIII LP, A OR LP	City Funds	63 units - 60%
Partnership Name:	Cascade Housing Association	County Funds	HOME 5 - 2bdrm (Low HOME)
Minimum Occupancy:	2-bed / 2 occupants 3-bed / 4 occupants (HOME only)	Social Service Requirements:	2 - 3bdrm (Low HOME)
Minimum Lease Term:	12 Months (HOME)		1 - 4bdrm (Low HOME)
			CalHFA 17 units (50% set-aside)

Building Details:

Building	Numbers	Style	Qty	BINs
1	101-102, 201-202	2bd	4	CA-2002-854-01
2	103-106, 203-206	2bd, 3bd	8	CA-2002-854-02
3	107-108, 207-208	4bd	4	CA-2002-854-03
4	109-112, 209-212	2bd, 3bd	8	CA-2002-854-04
5	113-114-, 213-214	4bd	4	CA-2002-854-05
6	115-116, 215-216	3bd	4	CA-2002-854-06
7	117-119, 218-219	2bd	5	CA-2002-854-07
8	120-123, 220-223	2bd	8	CA-2002-854-08
9	124-127, 224-227	2bd, 3bd	8	CA-2002-854-09
10	128-129, 228-229	4bd	4	CA-2002-854-10
11	130-133, 230-233	2bd, 3bd	8	CA-2002-854-11
12	134-137, 234-237	2bd, 3bd	8	CA-2002-854-12
13	138-139, 238-239	3bd	4	CA-2002-854-13
14	140-141, 240-241	3bd	4	CA-2002-854-14

		ADA Units	
Mobility		Sensory	
123	2bd		
111	2bd	111	2bd
103	3bd	103	2bd
119	2bd	119	2bd

Set-Aside Details

Size	Sq Ft	Staff	50%	60%	Total
2/1	830		6	31	37
3/2	1002	1	8	23	32
4/2	1257		3	9	12
Total		1	17	63	81

Income Limits

LIHTC Effective Date: 4/1/2024 Location: <https://www.huduser.gov/portal/datasets/mtsp.html>

Household Size	1	2	3	4	5	6	7	8
50%	\$ 39,650	\$ 45,300	\$50,950	\$56,600	\$61,150	\$65,700	\$70,200	\$74,750
60%	\$ 47,580	\$ 54,360	\$61,140	\$67,920	\$73,380	\$78,840	\$84,240	\$89,700

4-person 100% AMI

***Use the lower of the limits for HOME units

HOME Effective Date: 6/1/2024 Location: HOME Income Limits - HUD Exchange

Household Size	1	2	3	4	5	6	7	8
50%	\$ 36,500	\$ 41,700	\$46,900	\$52,100	\$56,300	\$60,450	\$64,650	\$68,800

Rent Limits

50% Low Income Tax Credits				LOW HOME			60% Low Income Tax Credits			
Size	Gross	UA	Net	Gross	UA	Net	Size	Gross	UA	Net
2/1	1273	-160	1113	1172	-160	1012	2/1	1528	-160	1368
3/1	1471	-204	1267	1355	-204	1151	3/1	1766	-204	1562
4/2	1642	-249	1393	1511	-249	1262	4/2	1971	-249	1722

***Use the lower of the Rents for HOME units

Utility Allowance Details

Utility Allowances Provided By: The Regional Housing Authority
 Effective Date: 11/1/2023
 Implemented Date: 2/1/2024

Type	Source	2-bed	3-bed	4-bed
Heat	Nat Gas	30	33	37
Cooking	Nat Gas	8	10	13
Other	Electric	80	104	129
A/C	A/C	30	39	47
Hot Water	Nat Gas	16	22	27
Other	Nat Gas	-4	-4	-4
Totals		160	204	249

Contact Details

Property Name Cedar Park
Address 210 Sutton Way
Address Grass Valley, CA 95945
Tel: 530-273-5010
Fax: 530-273-9490
Manager: Sonia Perez
Email: cedarpark@cesapts.com
Website:
Property Supervisor: Janeen Kallus

EXHIBIT “K”

Glenbrook Tax Credit Worksheet

Tax Credit Calculation Worksheet

Effective

June 1, 2024

Property Details:			
Allocation Year:	Not on 8609	Funding Sources:	Programs:
Placed in Service (PIS):	5/23/2005	LIHTC Investor	LIHTC all units (one exempt staff unit)
Demographics:	Family	State Agency	CTCAC
Developer/GP/Owner:	Oregon Investors VII LP, A OR LP	City Funds	City of Grass Valley HOME Funds
Partnership Name:	Cascade Housing Association	County Funds	N/A
Minimum Occupancy:	2-bed / 2 occupants 3-bed / 4 occupants (HOME only)	Social Service Requirements:	N/A
Minimum Lease Term:	12 Months (HOME)		
			HOME 5 - 2brdm (Low HOME)
			5 - 2brdm (High HOME)
			6 - 3brdm (Low HOME)
			4 - 3brdm (High HOME)
			CalHFA 11 units (50% Set-aside)

Building Details:

Building	Numbers	Style	Qty	BINs
1	211-212, 221-222	3bd	4	CA-03-80101
2	311-312, 321-323	3bd	4	CA-03-80102
3	511-514, 521-524	2bd	8	CA-03-80103
4	411-414, 421-424	2bd, 3bd	8	CA-03-80104
5	611-612, 621-622	3bd	4	CA-03-80105
6	711-714, 721-724, 731-73	2bd, 3bd	12	CA-03-80106
7	811-814, 821-824, 831-83	2bd, 3bd	12	CA-03-80107

ADA Units			
Mobility		Sensory	
211	3bd	211	3bd
512	2bd	512	2bd
713	2bd	713	2bd
812	2bd	812	2bd

Set-Aside Details

Size	Sq Ft	Staff	50%	60%	Total
2/1	830		5	19	24
3/2	1002	1	6	21	28
					0
Total		1	11	40	52

Income Limits

LIHTC Effective Date: 4/1/2024 **Location:** <https://www.huduser.gov/portal/datasets/mtsp.html>

Household Size	1	2	3	4	5	6	7	8
50%	\$39,650	\$45,300	\$50,950	\$56,600	\$61,150	\$65,700	\$70,200	\$74,750
60%	\$47,580	\$54,360	\$61,140	\$67,920	\$73,380	\$78,840	\$84,240	\$89,700

4-person 100% AMI

***Use the lower of the limits for HOME units

HOME Effective Date: 6/1/2024 **Location:** HOME Income Limits - HUD Exchange

Household Size	1	2	3	4	5	6	7	8
50%	\$36,500	\$41,700	\$46,900	\$52,100	\$56,300	\$60,450	\$64,650	\$68,800
60%	\$43,800	\$50,040	\$56,280	\$62,520	\$67,560	\$72,540	\$77,580	\$82,560

Rent Limits

50% Low Income Tax Credits				LOW HOME			60% Low Income Tax Credits				60% HOME		
Size	Gross	UA	Net	Gross	UA	Net	Size	Gross	UA	Net	Gross	UA	Net
2/1	1273	-160	1113	1172	-160	1012	2/1	1528	-160	1368	1406	-160	1246
3/2	1471	-204	1267	1355	-204	1151	3/2	1766	-204	1562	1626	-204	1422

***Use the lower of the Rents for HOME units

***Per HCD, High Home at Glenbrook must be calculated off the 60% Home Income Limits rather than using the HOME published HIGH HOME Rents

Utility Allowance Details

Utility Allowances Provided By: The Regional Housing Authority

Effective Date: 11/1/2023

Implemented Date: 2/1/2024

Type	Source	2-bed	3-bed
Heat	Nat Gas	30	33
Cooking	Nat Gas	8	10
Other	Electric	80	104
A/C	A/C	30	39
Hot Water	Nat Gas	16	22
Other	Nat Gas	-4	-4
Totals		160	204

Contact Details

Property Name Glenbrook
Address 265 Sutton Way
Address Grass Valley, CA 95945
Tel: 530-273-5010
Fax: 530-273-9490
Manager: Lorena Mackrill
Email: glenbrook@cresapts.com
Website:
Property Supervisor: Janeen Kallus

EXHIBIT “L”

Oak Ridge

Tax Credit Calculation Worksheet

EFFECTIVE: April 1, 2024

PROPERTY DETAILS:

Allocation Year: 1996 *The year the property was awarded LIHTCs
Placed in Service (PIS): 1/26/1999 *The first year qualified residents moved into the property
Demographics: Multifamily
Developer/GP/Owner:
Partnership Name: Oregon Investors V limited Partnership
Set-Aside Restrictions: Income/Rent at or below 60%; Avg. Affordability/Avg. Rents @ 45%
Minimum Occupancy: N/A
Minimum Lease Term: Six months (LIHTC requirement)

Funding Sources:
LIHTC Investor
 State Agency CTCAC #CA-1996-004
 City Funds n/a
 County Funds n/a
 Other n/a
 Other n/a
4 Person AMI \$ 104,200

Programs:
 LIHTC Extended Use

BUILDING DETAILS:

Building	Apartment Numbers	Style	Qty of Apts	BINs
1	A101 - A204	2BD, 3BD	8	CA-96-00401
2	B105 - B208	2BD, 3BD	8	CA-96-00402
3	C109 - C212	2BD, 3BD	8	CA-96-00403
4	D113 - D214	4BD	4	CA-96-00404
5	E15 - E216	4BD	4	CA-96-00405
6	F117 - F218	4BD	4	CA-96-00406
7	G121 - G224	2BD, 3BD	8	CA-96-00407
8	H125 - H228	2BD, 3BD	8	CA-96-00408
9	J119 - J220	4BD	4	CA-96-00409
10	K129 - K230	3BD	4	CA-96-00410
11	L131 - L232	3BD	4	CA-96-00411
12	M133 - M236	2BD, 3BD	8	CA-96-00412
13	N137 - N238	4BD	4	CA-96-00413
14	P139 - P240	4BD	4	CA-96-00414
Total:			80	

UNIT DETAILS:

Bed / Bath	Sq. Feet	Staff Apt	45% Units	Total Apts.
2 x 1	830	-	24	24
3 x 2	1,002	1	31	32
4 x 2	1,218	-	24	24
Total Quantity:		1	79	80

Mobility Adapted Dwellings: 102
Sensory Adapted Dwellings: N/A

INCOME LIMITS (BY HOUSEHOLD SIZE):

Area Median Income Effective Date: 4/1/2024 Nevada County Grass Valley CA

Hshld Size	1	2	3	4	5	6	7	8
45%	\$ 35,685	\$ 40,770	\$ 45,855	\$ 50,940	\$ 55,035	\$ 59,130	\$ 63,180	\$ 67,275
60%	\$ 47,580	\$ 54,360	\$ 61,140	\$ 67,920	\$ 73,380	\$ 78,840	\$ 84,240	\$ 89,700

Source: <http://www.huduser.org/datasets/misp.html>

MAXIMUM RENT LIMITS:

	45% of Area Median Income (AMI)		
	Max Rent	Utility Allow	Net Rent
2 x 1	\$ 1,146	\$ (160)	\$ 986
3 x 2	\$ 1,324	\$ (204)	\$ 1,120
4 x 2	\$ 1,478	\$ (249)	\$ 1,229

	60% of Area Median Income (AMI)		
	Max Rent	Utility Allow	Net Rent
2 x 1	\$ 1,528	\$ (160)	\$ 1,368
3 x 2	\$ 1,766	\$ (204)	\$ 1,562
4 x 2	\$ 1,971	\$ (249)	\$ 1,722

UTILITY ALLOWANCE DETAILS:

Utility Allowances Provided By:		Nevada County Housing Auth		
Effective Date:	11/1/2023			
Implement Date:	2/1/2024			
Use	Source	2 BD	3 BD	4 BD
Heat	Natural Gas	\$ 30	\$ 33	\$ 37
Cooking	Electricity	\$ 8	\$ 10	\$ 13
General	Electricity	\$ 80	\$ 104	\$ 129
A/C	Ref Air	\$ 30	\$ 39	\$ 47
Hot Water	Natural Gas	\$ 16	\$ 22	\$ 27
Other	Credit	\$ (4)	\$ (4)	\$ (4)
TOTAL:		\$ 160	\$ 204	\$ 249

California Climate Credit

For more information, please contact:

Oak Ridge

228 Sutton Way
Grass Valley, CA 95945

Tel: 530.273.0996

Fax: 530.273.0896

Manager: William Kilburn

Email: okridge@cresapts.com

Property Supervisor: Janeen Kallus

Oak Ridge is a unique property which requires that the group of all units, at the time of move-in, have an average household income equal to 45% or less of Area Median Income (AMI). And, throughout the term of tenancy for all households, all rents at the property must also be at or below an average of 45% of AMI. Refer to Tax Credit Schedule prepared each month to verify these requirements are being met.

EXHIBIT “M”

- A. Limit as provided through participation in the earthquake and flood DIC policy coverage offered through the Agency, or.
- B. For new proposed projects, application to Multifamily Programs underwriting for a waiver.
- C. For projects not covered by the Agency policy or granted a waiver, total replacement value (building replacement cost plus business interruption value) with no coinsurance penalty provision.

Blanket earthquake insurance policies will be considered on a case by case basis.

6. Boiler & Machinery: \$1,000,000.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by CalHFA. At the option of the CalHFA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CalHFA, its officers, officials, employees and volunteers; or the owner shall provide a financial guarantee satisfactory to CalHFA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Notwithstanding the foregoing, the owner may select deductibles no greater than \$10,000 per occurrence on Property and Boiler & Machinery coverages, and no greater than 5% of the values per building per location at the time and place of the loss per occurrence on Earthquake and Flood coverages.

Other Insurance Provisions

With respect to Property and Earthquake and Flood coverage, the Agency's interest shall be protected by a Lenders Loss Payable Endorsement naming the Agency as "Loss Payee."

Crime Coverage: The Agency recommends, but does not require owner to carry insurance covering money or other property against burglary, robbery or theft.

Directors and Officers: The Agency recommends but does not require liability insurance for directors and officers of non-profit boards.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The owner's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the Agency shall be excess of the owner's insurance and shall not contribute with it.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, reduced or modified except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII or an S&P rating of AA.

Verification of Coverage

Policies must be acquired at initial occupancy and a certificate of insurance must be submitted to the Agency for approval 45 days prior to permanent loan recordation. Renewal insurance certificates must be submitted 30 days prior to the expiration date of any current certificate.

Impounds

At the time of permanent loan closing, the Agency will establish insurance impounds

EXHIBIT “N”

EXHIBIT B**CALIFORNIA HOUSING FINANCE AGENCY****INSURANCE REQUIREMENTS
FOR CALIFORNIA HOUSING FINANCE AGENCY DEVELOPMENTS**

Owner shall procure and maintain for the duration of the loan, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the owners operation of the premises to which this contract applies.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Property insurance against the perils of fire, "extended coverage", vandalism, and malicious mischief to real property and business income (rents).
2. If not granted a waiver, Property insurance against the perils of earthquake and flood for both real property and business income (rents) (may be purchased through CalHFA).
3. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
4. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
5. Workers Compensation insurance as required by the State of California and Employer's Liability Insurance.
6. Boiler and Machinery coverage against standard "broad form" perils.

Minimum Limits of Insurance

Owner shall maintain limits no less than:

1. Property Insurance: Full replacement cost with no coinsurance penalty provision for real property, and at least the annual gross potential rental income for the development for business interruption coverage.
2. General Liability: (Including operations, products and completed operations.) **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
5. Earthquake and Flood:
 - (a) Limit as provided through participation in the earthquake and flood DIC policy coverage offered through the Agency, or.
 - (b) For new proposed projects, application to Multifamily Programs underwriting for a waiver.
 - (c) For projects not covered by the Agency policy or granted a waiver, total replacement value (building replacement cost plus business interruption value) with no coinsurance penalty provision.

Blanket earthquake insurance policies will be considered on a case by case basis.

6. Boiler & Machinery: **\$1,000,000.**

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by CalHFA. At the option of the CalHFA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CalHFA, its officers, officials, employees and volunteers; or the owner shall provide a financial guarantee satisfactory to CalHFA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Notwithstanding the foregoing, the owner may select deductibles no greater than \$10,000 per occurrence on Property and Boiler & Machinery coverages, and no greater than 5% of the values per building per location at the time and place of the loss per occurrence on Earthquake and Flood coverages.

Other Insurance Provisions

With respect to Property and Earthquake and Flood coverage, the Agency's interest shall be protected by a Lenders Loss Payable Endorsement naming the Agency as "Loss Payee."

Crime Coverage: The Agency recommends, but does not require owner to carry insurance covering money or other property against burglary, robbery or theft.

Directors and Officers: The Agency recommends but does not require liability insurance for directors and officers of non-profit boards.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The owner's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the Agency shall be excess of the owner's insurance and shall not contribute with it.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, reduced or modified except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.
3. The Agency, its officers, officials, and employees are to be covered as additional insureds with respect to liability arising out of ownership, maintenance or use of the premises.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII or an S&P rating of AA.

Verification of Coverage

Policies must be acquired at initial occupancy and a certificate of insurance must be submitted to the Agency for approval 45 days prior to permanent loan recordation. Renewal insurance certificates must be submitted 30 days prior to the expiration date of any current certificate.

Impounds

At the time of permanent loan closing, the Agency will establish insurance impounds.

EXHIBIT “O”

**MULTIFAMILY LOAN AND SECURITY AGREEMENT
(NON-RECOURSE)**

BY AND BETWEEN

OREGON INVESTORS V LIMITED PARTNERSHIP,
an Oregon limited partnership

AND

BERKELEY POINT CAPITAL LLC,
a Delaware limited liability company

DATED AS OF

May 30, 2014

written notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing). Borrower shall cooperate with Lender in order to satisfy the provisions of this Section 8.03(a). All related costs and expenses of Lender shall become immediately due and payable within ten (10) Business Days after demand therefor.

(b) Credit Reports; Credit Score.

No more often than once in any twelve (12) month period, Lender is authorized to obtain a credit report (if applicable) on Borrower or Guarantor, the cost of which report shall be paid by Borrower. Lender is authorized to obtain a Credit Score (if applicable) for Borrower or Guarantor at any time at Lender's expense.

ARTICLE 9 - INSURANCE

Section 9.01 Representations and Warranties.

The representations and warranties made by Borrower to Lender in this Section 9.01 are made as of the Effective Date and are true and correct except as disclosed on the Exceptions to Representations and Warranties Schedule.

(a) Compliance with Insurance Requirements.

Borrower is in compliance with Lender's insurance requirements (or has obtained a written waiver from Lender for any non-compliant coverage) and has timely paid all premiums on all required insurance policies.

(b) Property Condition.

(1) The Mortgaged Property has not been damaged by fire, water, wind, or other cause of loss; or

(2) if previously damaged, any previous damage to the Mortgaged Property has been repaired and the Mortgaged Property has been fully restored.

Section 9.02 Covenants.

(a) Insurance Requirements.

(1) As required by Lender and applicable law, and as may be modified from time to time, Borrower shall:

(A) keep the Improvements insured at all times against any hazards, which insurance shall include coverage against loss by fire and all other perils insured by the "special causes of loss" coverage form, general boiler and machinery coverage, business income coverage, and flood (if any of the Improvements are located in an area identified by the Federal Emergency

Management Agency (or any successor) as an area having special flood hazards and to the extent flood insurance is available in that area), and may include sinkhole insurance, mine subsidence insurance, earthquake insurance, terrorism insurance, windstorm insurance and, if the Mortgaged Property does not conform to applicable building, zoning, or land use laws, ordinance, and law coverage;

(B) maintain at all times commercial general liability insurance, workmen's compensation insurance, and such other liability, errors and omissions, and fidelity insurance coverage; and

(C) maintain builder's risk and public liability insurance, and other insurance in connection with completing the Repairs or Replacements, as applicable.

(b) Delivery of Policies, Renewals, Notices, and Proceeds.

Borrower shall:

(1) cause all insurance policies (including any policies not otherwise required by Lender) which can be endorsed with standard non-contributing, non-reporting mortgagee clauses making loss payable to Lender (or Lender's assigns) to be so endorsed;

(2) promptly deliver to Lender a copy of all renewal and other notices received by Borrower with respect to the policies and all receipts for paid premiums;

(3) deliver evidence, in form and content acceptable to Lender, that each required insurance policy under this Article 9 has been renewed not less than fifteen (15) days prior to the applicable expiration date, and (if such evidence is other than an original or duplicate original of a renewal policy) deliver the original or duplicate original of each renewal policy (or such other evidence of insurance as may be required by or acceptable to Lender) in form and content acceptable to Lender within ninety (90) days after the applicable expiration date of the original insurance policy;

(4) provide immediate written notice to the insurance company and to Lender of any event of loss;

(5) execute such further evidence of assignment of any insurance proceeds as Lender may require; and

(6) provide immediate written notice to Lender of Borrower's receipt of any insurance proceeds under any insurance policy required by Section 9.02(a)(1)(A) above and, if requested by Lender, deliver to Lender all of such proceeds received by Borrower to be applied by Lender in accordance with this Article 9.

Section 9.03 Mortgage Loan Administration Matters Regarding Insurance

(a) Lender's Ongoing Insurance Requirements.

Borrower acknowledges that Lender's insurance requirements may change from time to time. All insurance policies and renewals of insurance policies required by this Loan Agreement shall be:

- (1) in the form and with the terms required by Lender;
- (2) in such amounts, with such maximum deductibles and for such periods required by Lender; and
- (3) issued by insurance companies satisfactory to Lender.

BORROWER ACKNOWLEDGES THAT ANY FAILURE OF BORROWER TO COMPLY WITH THE REQUIREMENTS SET FORTH IN SECTION 9.02(a) OR SECTION 9.02(b)(3) ABOVE SHALL PERMIT LENDER TO PURCHASE THE APPLICABLE INSURANCE AT BORROWER'S COST. SUCH INSURANCE MAY, BUT NEED NOT, PROTECT BORROWER'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT BORROWER MAKES OR ANY CLAIM THAT IS MADE AGAINST BORROWER IN CONNECTION WITH THE MORTGAGED PROPERTY. IF LENDER PURCHASES INSURANCE FOR THE MORTGAGED PROPERTY AS PERMITTED HEREUNDER, BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AT THE DEFAULT RATE AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR THE EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE SHALL BE ADDED TO BORROWER'S TOTAL OUTSTANDING BALANCE OR OBLIGATION AND SHALL CONSTITUTE ADDITIONAL INDEBTEDNESS. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN ON ITS OWN. BORROWER MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING EVIDENCE THAT BORROWER HAS OBTAINED INSURANCE AS REQUIRED BY THIS LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS.

(b) Application of Proceeds on Event of Loss.

- (1) Upon an event of loss, Lender may, at Lender's option:
 - (A) hold such proceeds to be applied to reimburse Borrower for the cost of Restoration (in accordance with Lender's then-current policies relating to the restoration of casualty damage on similar multifamily residential properties);or

(B) apply such proceeds to the payment of the Indebtedness, whether or not then due; provided, however, Lender shall not apply insurance proceeds to the payment of the Indebtedness and shall permit Restoration pursuant to Section 9.03(b)(1)(A) if all of the following conditions are met:

(i) no Event of Default has occurred and is continuing (or any event which, with the giving of written notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing);

(ii) Lender determines that the combination of insurance proceeds and amounts provided by Borrower will be sufficient funds to complete the Restoration;

(iii) Lender determines that the net operating income generated by the Mortgaged Property after completion of the Restoration will be sufficient to support a debt service coverage ratio not less than the debt service coverage ratio immediately prior to the event of loss, but in no event less than 1.0x (the debt service coverage ratio shall be calculated on a thirty (30) year amortizing basis (if applicable, on a *proforma* basis approved by Lender) in all events and shall include all operating costs and other expenses, Imposition Deposits, deposits to Collateral Accounts, and Mortgage Loan repayment obligations);

(iv) Lender determines that the Restoration will be completed before the earlier of (1) one year before the stated Maturity Date, or (2) one year after the date of the loss or casualty; and

(v) Borrower provides Lender, upon written request, evidence of the availability during and after the Restoration of the insurance required to be maintained by Borrower pursuant to this Loan Agreement.

After the completion of Restoration in accordance with the above requirements, as determined by Lender, the balance, if any, of such proceeds shall be returned to Borrower.

(2) Notwithstanding the foregoing, if any loss is estimated to be in an amount equal to or less than \$50,000, Lender shall not exercise its rights and remedies as power-of-attorney herein and shall allow Borrower to make proof of loss, to adjust and compromise any claims under policies of property damage insurance, to appear in and prosecute any action arising from such policies of property damage insurance, and to collect and receive the proceeds of property damage insurance; provided that each of the following conditions shall be satisfied:

(A) Borrower shall immediately notify Lender of the casualty giving rise to the claim;

(B) no Event of Default has occurred and is continuing (or any event which, with the giving of written notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing);

(C) the Restoration will be completed before the earlier of (i) one year before the stated Maturity Date, or (ii) one year after the date of the loss or casualty;

(D) Lender determines that the combination of insurance proceeds and amounts provided by Borrower will be sufficient funds to complete the Restoration;

(E) all proceeds of property damage insurance shall be issued in the form of joint checks to Borrower and Lender;

(F) all proceeds of property damage insurance shall be applied to the Restoration;

(G) Borrower shall deliver to Lender evidence satisfactory to Lender of completion of the Restoration and obtainment of all lien releases;

(H) Borrower shall have complied to Lender's satisfaction with the foregoing requirements on any prior claims subject to this provision, if any; and

(I) Lender shall have the right to inspect the Mortgaged Property (subject to the rights of tenants under the Leases).

(3) If Lender elects to apply insurance proceeds to the Indebtedness in accordance with the terms of this Loan Agreement, Borrower shall not be obligated to restore or repair the Mortgaged Property. Rather, Borrower shall restrict access to the damaged portion of the Mortgaged Property and, at its expense and regardless of whether such costs are covered by insurance, clean up any debris resulting from the casualty event, and, if required or otherwise permitted by Lender, demolish or raze any remaining part of the damaged Mortgaged Property to the extent necessary to keep and maintain the Mortgaged Property in a safe, habitable, and marketable condition. Nothing in this Section 9.03(b) shall affect any of Lender's remedial rights against Borrower in connection with a breach by Borrower of any of its obligations under this Loan Agreement or under any Loan Document, including any failure to timely pay Monthly Debt Service Payments or maintain the insurance coverage(s) required by this Loan Agreement.

(c) Payment Obligations Unaffected.

The application of any insurance proceeds to the Indebtedness shall not extend or postpone the Maturity Date, or the due date or the full payment of any Monthly Debt Service Payment, Monthly Replacement Reserve Deposit, or any other installments referred to in this

Loan Agreement or in any other Loan Document. Notwithstanding the foregoing, if Lender applies insurance proceeds to the Indebtedness in connection with a casualty of less than the entire Mortgaged Property, and after such application of proceeds the debt service coverage ratio (as determined by Lender) is less than 1.25x based on the then-applicable Monthly Debt Service Payment and the anticipated on-going net operating income of the Mortgaged Property after such casualty event, then Lender may, at its discretion, permit an adjustment to the Monthly Debt Service Payments that become due and owing thereafter, based on Lender's then-current underwriting requirements. In no event shall the preceding sentence obligate Lender to make any adjustment to the Monthly Debt Service Payments.

(d) Foreclosure Sale.

If the Mortgaged Property is transferred pursuant to a Foreclosure Event or Lender otherwise acquires title to the Mortgaged Property, Borrower acknowledges that Lender shall automatically succeed to all rights of Borrower in and to any insurance policies and unearned insurance premiums applicable to the Mortgaged Property and in and to the proceeds resulting from any damage to the Mortgaged Property prior to such Foreclosure Event or such acquisition.

(e) Appointment of Lender as Attorney-In-Fact.

Borrower hereby authorizes and appoints Lender as attorney-in-fact pursuant to Section 14.03(c).

ARTICLE 10 - CONDEMNATION

Section 10.01 Representations and Warranties.

The representations and warranties made by Borrower to Lender in this Section 10.01 are made as of the Effective Date and are true and correct except as disclosed on the Exceptions to Representations and Warranties Schedule.

(a) Prior Condemnation Action.

No part of the Mortgaged Property has been taken in connection with a Condemnation Action.

(b) Pending Condemnation Actions.

No Condemnation Action is pending nor, to Borrower's knowledge, is threatened for the partial or total condemnation or taking of the Mortgaged Property.

EXHIBIT B**CALIFORNIA HOUSING FINANCE AGENCY****INSURANCE REQUIREMENTS
FOR CALIFORNIA HOUSING FINANCE AGENCY DEVELOPMENTS**

Owner shall procure and maintain for the duration of the loan, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the owners operation of the premises to which this contract applies.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Property insurance against the perils of fire, "extended coverage", vandalism, and malicious mischief to real property and business income (rents).
2. If not granted a waiver, Property insurance against the perils of earthquake and flood for both real property and business income (rents) (may be purchased through CalHFA).
3. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
4. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
5. Workers Compensation insurance as required by the State of California and Employer's Liability Insurance.
6. Boiler and Machinery coverage against standard "broad form" perils.

Minimum Limits of Insurance

Owner shall maintain limits no less than:

1. Property Insurance: Full replacement cost with no coinsurance penalty provision for real property, and at least the annual gross potential rental income for the development for business interruption coverage.
2. General Liability: (Including operations, products and completed operations.) **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
5. Earthquake and Flood:
 - (a) Limit as provided through participation in the earthquake and flood DIC policy coverage offered through the Agency, or.
 - (b) For new proposed projects, application to Multifamily Programs underwriting for a waiver.
 - (c) For projects not covered by the Agency policy or granted a waiver, total replacement value (building replacement cost plus business interruption value) with no coinsurance penalty provision.

Blanket earthquake insurance policies will be considered on a case by case basis.

6. Boiler & Machinery: **\$1,000,000.**

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by CalHFA. At the option of the CalHFA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CalHFA, its officers, officials, employees and volunteers; or the owner shall provide a financial guarantee satisfactory to CalHFA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Notwithstanding the foregoing, the owner may select deductibles no greater than \$10,000 per occurrence on Property and Boiler & Machinery coverages, and no greater than 5% of the values per building per location at the time and place of the loss per occurrence on Earthquake and Flood coverages.

Other Insurance Provisions

With respect to Property and Earthquake and Flood coverage, the Agency's interest shall be protected by a Lenders Loss Payable Endorsement naming the Agency as "Loss Payee."

Crime Coverage: The Agency recommends, but does not require owner to carry insurance covering money or other property against burglary, robbery or theft.

Directors and Officers: The Agency recommends but does not require liability insurance for directors and officers of non-profit boards.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The owner's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the Agency shall be excess of the owner's insurance and shall not contribute with it.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, reduced or modified except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.
3. The Agency, its officers, officials, and employees are to be covered as additional insureds with respect to liability arising out of ownership, maintenance or use of the premises.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII or an S&P rating of AA.

Verification of Coverage

Policies must be acquired at initial occupancy and a certificate of insurance must be submitted to the Agency for approval 45 days prior to permanent loan recordation. Renewal insurance certificates must be submitted 30 days prior to the expiration date of any current certificate.

Impounds

At the time of permanent loan closing, the Agency will establish insurance impounds.

EXHIBIT “P”

From: [Cristina Green](#)
To: [Denni Ragsdale](#); [Marian Grant](#)
Cc: [Kristi Isham](#)
Subject: RE: [External] - RE: Additional questions to the removal of the carport at Cedar Park Apt., (CalHFA Dev. No 02-0270-N) & Glenbrook Apts., (CalHFA Dev. No. 02-049-N)
Date: Monday, May 8, 2023 10:52:49 AM

Good morning, Denni,

The borrower does not have to replace the carports that were removed.

Please keep in mind that section 12(d) of the Regulatory Agreement states that the borrower is not allowed to materially remodel, add to, reconstruct, demolish, or damage any part of the development. In the future, if there is a need to any of these actions, please contact the Agency for approval.

Thank you,

Cristina Green

Housing Finance Officer

Multifamily - Asset Management

California Housing Finance Agency

Cell:310.736.8504

Office Address: 500 Capitol Mall, Ste. 1400, MS 990, Sacramento, CA 95814

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From: Denni Ragsdale <denni.ragsdale@cascadehousing.org>
Sent: Friday, May 5, 2023 3:44 PM
To: Marian Grant <MGrant@CalHFA.ca.gov>
Cc: Cristina Green <CGreen@CalHFA.ca.gov>; Kristi Isham <kristi.isham@cascadehousing.org>
Subject: [External] - RE: Additional questions to the removal of the carport at Cedar Park Apt., (CalHFA Dev. No 02-0270-N) & Glenbrook Apts., (CalHFA Dev. No. 02-049-N)

CAUTION: This email was sent from a non-CalHFA email address. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Marian,

I hope this email finds you doing great, and enjoying your Friday!

We wanted to follow up on this email and find out CalHFA's stance on if we must replace the carports that were destroyed and removed from the properties? Could you please let us know when you have a moment?

Thank you so much!

Denni Ragsdale

Cascade Housing Association

P.O. Box 182

Springfield, OR 97477

Office: 541.726.6181

Direct: 916.813.0783

denni.ragsdale@cascadehousing.org

From: Kristi Isham <kristi.isham@cascadehousing.org>

Sent: Tuesday, April 11, 2023 1:11 PM

To: MGrant@CalHFA.ca.gov

Cc: Denni Ragsdale <denni.ragsdale@cascadehousing.org>; CGreen@CalHFA.ca.gov

Subject: FW: Additional questions to the removal of the carport at Cedar Park Apt., (CalHFA Dev. No 02-0270-N) & Glenbrook Apts., (CalHFA Dev. No. 02-049-N)

Marian,

Please see attached pictures and responses in red below. Apologize for the lag time in responding.

Thanks

Kristi

From: Marian Grant <MGrant@CalHFA.ca.gov>

Sent: Monday, April 03, 2023 11:57 AM

To: Denni Ragsdale <denni.ragsdale@cascadehousing.org>

Cc: Kristi Isham <kristi.isham@cascadehousing.org>; Cristina Green <CGreen@CalHFA.ca.gov>

Subject: Additional questions to the removal of the carport at Cedar Park Apt., (CalHFA Dev. No 02-0270-N) & Glenbrook Apts., (CalHFA Dev. No. 02-049-N)

Hello Denni,

I have a few questions regarding the removal of the carport for Cedar Park and Glenbrook Apts.,

Were there bids for the removal of the carport? **No, emergency processes to get carports down before more fell down and damaged more cars.**

What is the reason for the removal of the carport? **They were falling on cars parked under them and a major safety concern as people and kids were out playing in the snow and in day to day activities.**

Where there any lien release to the removal of the carport? **No pre-liens filed due to exigent circumstances. Contractor had knowledge of working for ownership from previous jobs.**

Please provide all support documents to the questions.

Thank you,

Please note my new address and phone number

Ms. Marian Grant

California Housing Finance Agency

500 Capitol Mall, Ste., 1400 MS 990

Sacramento, CA 95814

MGrant@CalHFA.ca.gov

www.CalHFA.ca.gov

Direct Line: 916-201-8613

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Please consider the environment before printing this email.

From: Denni Ragsdale <denni.ragsdale@cascadehousing.org>

Sent: Thursday, March 16, 2023 12:58 PM

To: Marian Grant <MGrant@CalHFA.ca.gov>

Cc: Kristi Isham <kristi.isham@cascadehousing.org>

Subject: [External] - Cedar Park Apartments (CalHFA Dev. No 02-0270-N) & Glenbrook Apartments (CalHFA Dev. No. 02-049-N)

CAUTION: This email was sent from a non-CalHFA email address. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Marian,

I hope you are doing well and surviving all the storms that you all have been experiencing!

We are reaching out with a question regarding two of our projects located in Grass Valley, Cedar Park Apartments (CalHFA No. 02-0270-N) and Glenbrook Apartments (CalHFA No. 02-049-N). Both projects experienced carport failures at the end of February, beginning of March, due to the

weight of the snow that had accumulated with the storms at that time. For safety reasons, we have successfully removed all carports from both projects, however would like to confirm with CalHFA that we are not required to replace them? We are not seeing any language in our agreements stating this, however, want to make sure we are covering our bases.

When you have a moment to respond we would greatly appreciate that.

Take Care,

Denni Ragsdale

Cascade Housing Association

P.O. Box 182

Springfield, OR 97477

Office 541-726-6181

Direct 916-813-0783

EXHIBIT “Q”



1750 Prarie City Road
 Suite 130-1180
 Folsom, CA 95630
 (916) 747-9967
 CA Lic# 1041002

PROPOSAL

Brief description of work: Construct carports at Oakridge, Glenbrook, and Cedar Park apartments as previously configured. Includes carport lighting and parking lot work.

General Requirements

Permits and testing	BY OWNER
Plans for submittal to City of GV	BY OWNER
General Conditions	6 Months
Superintendent	1 EA
Resident protection measures	

Existing Conditions

- Demo old carport footings
- Demo old lighting conduits

Masonry

- Pour new footings per engineering from carport manufacturer
- Patch asphalt as needed
- Patch sidewalks as needed
- Restripe asphalt in areas of work

Metals

- Provide carports and associated engineering
- Construct 20 units at Cedar Park
- Construct 12 units at Glenbrook
- Construct 16 units at Oak Ridge

Electrical

- Install lighting to new carports
- Electrical design/engineering
- 3rd party utility locates
- New conduit, wiring and relabeling of panels

OVERHEAD	10%
PROFIT	10%
CONTINGENCY	5%
INSURANCE/WARRANTY/ADMIN	2%

Glenbrook	\$261,900
Oak Ridge	\$347,650
Cedar Park	\$405,760

EXCLUSIONS

Concealed items, landscaping repair, panel upgrades, special inspections
 bonds, moving of existing utilities, liquidated damages

Respectfully submitted, Austin Reilly, Principal

Proposal #24.178

EXHIBIT “R”

GLENBROOK, OAK RIDGE & CEDAR PARK CARPORTS **8/28/24**

Project Duration	120 Days	24 Weeks	6 Months
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GENERAL CONDITIONS						
Cost Codes	Description	Quantity	Unit	Unit Price	Total	Comments
1.310	Project Manager	320	Hrs	95.00	30,569.60	1/3 Time
1001	Project Admin (FOM)/ Project Engineer	12	wks	2,300.00	27,600.00	1/2 Time
1005	Supervision/Superintendent	26	wks	3,200.00	83,200.00	+ 2 Wks To Final Acc
1009	General Superintendent	48	Hrs	125.00	6,000.00	
1011	Safety Manager	50	Hrs	75.00	3,750.00	
1015	Procure Management Software	24	wks	150.00	3,600.00	
1020	Drinking Water	24	wks	60.00	1,440.00	
1030	Office Supplies	24	wks	30.00	720.00	
1032	Office Equipment	24	wks	30.00	720.00	
1033	Internet	6	Mo	150.00	900.00	
1035	Photos	24	wks	15.00	360.00	
1040	Safety & First Aid	24	wks	25.00	600.00	
1050	Site Security Fencing	3,000	LF	2.50	7,500.00	Allowance
1055	Fire Extinguishers	2	LS	100.00	200.00	
1090	Project Sign	1	EA	600.00	600.00	
1112	Clean Up, Daily (Temp.)	24	wks	250.00	6,000.00	1 day per week
1115	Dumpster	4	Lds	1,250.00	5,000.00	40 yd Minimum Size
1127	Postage	24	wks	25.00	600.00	
1200	Temp. Telephone	6	Mo	350.00	2,100.00	
1210	Temp. Electric	0	Mo	500.00	0.00	By Owner
1230	Temp. Toilets (1/10 Men)	6	Mo	1,000.00	6,000.00	
1235	CAL/OSHA Handwash	6	Mo	600.00	3,600.00	
1260	JCI - Office Trailer	6	Mo	750.00	4,500.00	
1285	Tool Storage	6	Mo	150.00	900.00	
1300	Pickup Allowance	6	Mo	1,500.00	9,000.00	
1350	Misc. Equipment	24	wks	150.00	3,600.00	
1500	Small Tools	24	wks	50.00	1,200.00	
1530	Gas / Oil	24	wks	500.00	12,000.00	
1602	Blueprints	1	LS	1,000.00	1,000.00	
1850	Builder's Risk Insurance	0	LS	0.00	0.00	By Owner
1900	Business License	1	LS	300.00	300.00	
1910	Liquidated Damages	0	LS	0.00	0.00	Not Applicable
1950	Warranty Expense	0	LS	0.00	0.00	Not Applicable
1980	Archive Scanning	1	LS	800.00	800.00	
1985	Permits & fees	0	LS	0.00	0.00	By Owner

GC's per month>>>>	\$37,393	TOTAL GC's>>>>	224,359.60
--------------------	----------	----------------	------------

CARPOT BREAKDOWN TOTAL >>>>		909,600
COMBINED SUBTOTAL >>>>		1,133,960
Warranty 0.20%		2,268
Liability Insurance 0.72%		8,181
OH & P 9.00%		102,997

BOND FORMULAS		TOTAL BID	1,247,405
Projects under 500K	17,001	Recommended 5% CONTEGENCY	62,370
Projects 500k-2.5mil	13,482	TOTAL BID W/O BOND>>>	1,309,775.36
Projects 2.5mil-5mil	14,747	Payment & Performance Bond	0
Projects 5mil-7.5mil	15,795	Bond Insurance 0.70%	0
Projects 7.5mil & over	13,744	P&P Bond & Bond Ins.	0
Grand Total			1,309,775.36

Building SQ. FT.	0	Price per SQ. FT.	NA
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JCI SOV

Breakdown Bid Total >>>>		909,600	Sub/Allowance
Item #	Division Description	Bid	
1	GLENBROOK - 12 UNITS	227,400	
2	OAK RIDGE - 16 UNITS	303,200	
3	CEDAR PARK - 20 UNITS	379,000	

QUALIFICATIONS

Contractor: Jackson Construction, Inc.

Project: GLEENBROOK, OAK RIDGE & CEDAR PARK CARPORTS

Bid Date: 8/28/24

QUALIFICATIONS

Exclusions

- 1 Excludes permits & fees.
- 2 Excludes delays due to permits, material/equipment procurement, weather & other acts of God.
- 3 Excludes bonds.
- 4 Excludes builders risk insurance.
- 5 Excludes liquidated damages.
- 6 Excludes contaminated or hazardous soil.
- 7 Excludes dewatering.
- 8 Excludes structural design & fees.
- 9 Excludes electrical design & fees.
- 10 Excludes any required landscaping repairs (by owner's vendor).
- 11 Excludes special testing & inspections (by owner to prevent conflict of interest).
- 12 Excludes concealed/unforeseen conditions/materials.
- 13 Excludes handling or removal of hazardous materials and any remediation required.
- 14 Excludes special working hours & overtime - Standard hours M-F for non-holidays.
- 15 Excludes temp power - power by owner.
- 16 Excludes relocating existing UG utilities if required for new footing locations.
- 17 _____
- 18 _____
- 19 _____
- 20 _____

Inclusions

- 1 Fabricate and install new steel parking structures.
- 2 Removal and replacement of asphalt required for parking structure columns & bases.
- 3 New UG electrical trenches required for lighting.
- 4 Includes new LED lighting and wiring.
- 5 New concrete sections for flatwork where temp demo required for UG structural and electrical.
- 6 New parking lot striping where required from demo work.
- 7 _____
- 8 _____
- 9 _____
- 10 _____

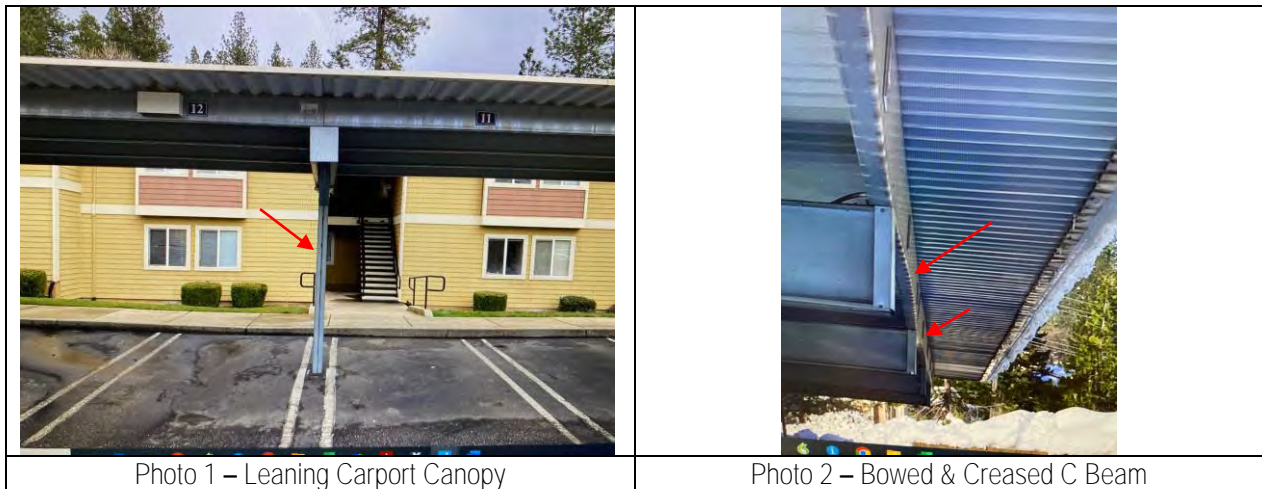
EXHIBIT “S”

July 14, 2023

Mr. Jeff Camacho
Farmers Insurance
Jeff.camacho@farmersinsurance.comRE: Glenbrook Apartments – 265 Sutton Way, Grass Valley, CA 95945
Carport Condition Assessment
Insured: Oregon Investors VII
Claim No. 7006217336

Dear Mr. Camacho:

Our office was asked to comment on the carport structures located 265 Sutton Way, Grass Valley after experiencing significant snow loading during the 2022/2023 winter season. Reported damage to the light-gage metal carport framing included, but was not limited to the following: creases in C-beams, loosened fastener connections, leaning carports, twisted/bent framing members, etc. Several photographs of the carport damage were provided and are depicted in Photographs 1 and 2.



Based on provided information, our office believes significant snow loading damaged the carport structures inducing deformed and buckled structural light-gage framing members. Once light-gage members experience deformation (i.e., flange and web crippling) their structural integrity is greatly compromised, and they should be replaced. In our opinion, snow loading damaged the carport structures located at 265 Sutton Way, which now require replacement.

Sincerely,
Degenkolb Engineers
By:Peter Sandlin, S.E.
Principal

07-14-2023

EXHIBIT “T”



Toll Free: (800) 435-7764
Email: myclaim@farmersinsurance.com
Please include your claim # on any correspondence
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
www.farmers.com/claimstatus

August 30, 2024

OREGON INVESTORS V LP
DBA OAKRIDGE APARTMENTS
PO BOX 2968
PORTLAND OR 97208-2968

RE:	Insured:	Oregon Investors V LP
	Claim Number:	5021822222-1-1
	Policy Number:	0606745027
	Loss Date:	03/07/2023
	Location of Loss:	228 Sutton Way, Grass Valley, CA
	Subject:	Important Claim Information

Dear Oregon Investors V LP:

Thank you for choosing us to provide for your insurance needs. We value you as a customer and appreciate the opportunity to be of service. This letter shall serve as a follow up to our telephone conversation on August 29, 2024.

Joshua Meltz from our office inspected the property on March 17, 2023. During his field inspection, Mr. Meltz met with Jeremy Burt from Element 26 Construction. Mr. Meltz advised me that he observed the following damage to the carports:

- *Metal C-Beams had creases in them
- *The metal ties that connect metal beams together had come undone
- *The metal beams had bent from the weighty of the snow
- *Roofs had shifted back and fascia separating
- *Dents in steel beams from stress of shift
- *Roofs shifted back
- *Leaning carports
- *Compressed beams and front plates bowing out (photo indicates represents all carports)
- *Fascia off
- *Ties have shifted
- *Un-straight tops

Based on the above items it was concluded that the carports were damaged beyond repair. We issued an actual cash value payment to you on June 13, 2023.

We encourage you to visit www.farmers.com to learn more about our self-service options available to you, including the ability to view your claim status, upload documents and photos and find local service providers.

If you have any questions, please call me at (858) 444-5211.

Thank you.

Jeff Camacho
Special Commercial Property General Adjuster
(858) 444-5211
Farmers Insurance Exchange

Email communications are preferred and should be sent to myclaim@farmersinsurance.com. If hard copies of communications are required, they should be sent to our National Document Center at P.O. Box 268994, Oklahoma City, OK 73126-8994.

CC: ELISE RINGER, SARAH T WINDER

EXHIBIT “U”



Toll Free: (800) 435-7764
Email: myclaim@farmersinsurance.com
Please include your claim # on any correspondence
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
www.farmers.com/claimstatus

August 30, 2024

OREGON INVESTORS VIII LP
DBA CEDAR PARK APARTMENTS
PO BOX 2968
PORTLAND OR 97208-2968

RE:	Insured:	Oregon Investors VIII LP
	Claim Number:	5021781016-1-1
	Policy Number:	0606745005
	Loss Date:	02/28/2023
	Location of Loss:	210 Sutton Way, Grass Valley, CA
	Subject:	Important Claim Information

Dear Oregon Investors VIII LP:

Thank you for choosing us to provide for your insurance needs. We value you as a customer and appreciate the opportunity to be of service. This letter shall serve as a follow up to our telephone conversation on August 29, 2024.

Joshua Meltz from our office inspected the property on March 17, 2023. During his field inspection, Mr. Meltz met with Jeremy Burt from Element 26 Construction. Mr. Meltz advised me that he observed the following damage to the carports:

- *Metal C-Beams had creases in them
- *The metal ties that connect metal beams together had come undone
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- *Fascia off
- *Ties have shifted
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Based on the above items it was concluded that the carports were damaged beyond repair. We issued an actual cash value payment to you on June 13, 2023.

We encourage you to visit www.farmers.com to learn more about our self-service options available to you, including the ability to view your claim status, upload documents and photos and find local service providers.

If you have any questions, please call me at (858) 444-5211.

Thank you.

Jeff Camacho
Special Commercial Property General Adjuster
(858) 444-5211
Truck Insurance Exchange

Email communications are preferred and should be sent to myclaim@farmersinsurance.com. If hard copies of communications are required, they should be sent to our National Document Center at P.O. Box 268994, Oklahoma City, OK 73126-8994.

CC: ELISE RINGER, SARAH T WINDER

EXHIBIT “V”

**CALHFA ASSET MANAGEMENT
SITE INSPECTION REPORT**

PROJECT NAME	Glenbrook Apartments	MGT COMPANY	Cambridge Real Estate Services	DATE OF VISIT	12/14/2021
PROJECT ADDRESS	265 Sutton Way Grass Valley, CA 95945	YEAR BUILT	2006	TOTAL BUILDINGS	8
CALHFA#	02049N	PROPERTY MANAGER	Janeen Kallus	TOTAL UNITS	52
CALHFA INSPECTOR	Steve Markan	PROPERTY MGR PHONE NUMBER	503-450-0238	# UNITS INSPECTED	5
CALHFA INSPECTOR EMAIL	smarkan@CalHFA.ca.gov	PROPERTY MGR EMAIL	jkallus@cambridgeres.com	PROJECT TYPE	Family
TYPE OF VISIT	Annual	ON-SITE MANAGER	Ricci Cooper	# VACANCIES	0
INSPECTION TYPE (PROCESS TYPE)	80/20	MAINTENANCE	Gary Meales	BED BUGS	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
HUD 9834 COMPLETE (If Applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/>	OTHERS PRESENT		JOINT INSPECTION	Select

ITEMS RATED 3 REQUIRES A RESPONSE WITHIN FIFTEEN (15) BUSINESS DAYS UPON RECEIPT OF THIS REPORT

Provide CalHFA with a plan of action and time frame for implementation and completion

OF ITEMS RATED 3: 3

SEVERITY RATING LEVELS

1 = LEVEL 1(Minor Deficiency) 2 = LEVEL 2(Potential Problem)

3 = LEVEL 3 - ACTION REQUIRED (WITHIN 15 DAYS)

4 = NOD = NO OBSERVED DEFICIENCY

5 = N/A = NOT APPLICABLE

EXTERIOR		INTERIOR		INTERIOR	
Site		Building Systems		Units	
1. Fences & Gates	5	20. Domestic Water/Plumbing	4	45. Bathroom	2
2. Grounds	4	21. Electrical System	4	46. Call-for-Aid	Select
3. Mailboxes & Signs	4	22. Elevator Equip.	5	47. Ceiling	Select
4. Market Appeal	4	23. Emergency Power	3	48. Doors	3
5. Parking Lots/Driveways	4	24. Fire Protection	4	49. Electrical System	Select
6. Play Areas & Equipment	4	25. HVAC	4	50. Floors	Select
7. Refuse Disposal	4	26. Roof Exhaust System	5	51. Hot Water Heater	3
8. Retaining Walls	5	27. Sanitary System	4	52. HVAC System	Select
9. Storm Drainage	4	28. Health & Safety	4	53. Kitchen	Select
10. Walkways & Steps	4	Common Area		54. Laundry Area	Select
11. Health & Safety	4	29. Basement/Garage/Carport	5	55. Lighting	Select
Building Exterior		30. Closet/Utility/Mechanical	4	56. Outlets/Switches	Select
12. Doors	4	31. Community Room	4	57. Patio/Porch/Balcony	Select
13. Fire Escapes	5	32. Day Care	5	58. Smoke/CO Detector	Select
14. Foundations	4	33. Halls/Corridors/Stairs	4	59. Stairs	Select
15. Lighting	4	34. Kitchen	4	60. Walls	1
16. Roofs	4	35. Laundry Room	4	61. Windows	Select
17. Walls	4	36. Lobby	4	62. Housekeeping	Select
18. Windows	4	37. Office	4	63. Health & Safety	Select
19. Health & Safety	4	38. Other Community Space	4	Certifications:	
		39. Patio/Porch/Balcony	4	1. Boilers	N/A
		40. Pools & Related Structure	5	2. Elevators	N/A
		41. Restrooms/Pool Structure	4	3. Fire Alarms	N/A
		42. Storage	4	4. LB Paint Disclosure Forms	N/A
		43. Trash Collection Areas	5	5. LB Paint Inspection Report	N/A
		44. Health & Safety	4	6. Fire Sprinkler Systems	Yes

**CALHFA ASSET MANAGEMENT
SITE INSPECTION REPORT**

UNITS INSPECTED	414, 511, 612, 811, 812
------------------------	-------------------------

HEALTH, FIRE, & SAFETY ITEMS RATED #3 – ACTION REQUIRED WITHIN 72 HOURS

EXTERIOR & INTERIOR ITEMS RATED #3 – ACTION REQUIRED WITHIN 15 BUSINESS DAYS

23. Emergency Power
Level 3 – Auxiliary light in the office/community building is not working.

Unit 414
48. Doors
Level 3 – Bedroom 1 door has a hole.

Unit 511
48. Doors
Level 3 – Hall bathroom door does not latch.
51. Hot Water Heater
Level 3 – Water Heater PRV discharge pipe is missing.

EXTERIOR & INTERIOR RATED #1 & 2 – ITEMS RECOMMENDED FOR REPAIR

Unit 414
48. Doors
Level 2 – Laundry room door is damaged.
60. Walls
Level 1 – Wall damage in the hall bathroom above the shower.

Unit 811
48. Doors
Level 1 – Laundry room door is missing.
Level 1 – Screen door is damaged.

Unit 812
45. Bathroom
Level 2 – Hall bathroom tank cover is broken.

OVERALL COMMENTS

EXHIBIT “W”

CALHFA ASSET MANAGEMENT SITE INSPECTION REPORT

PROJECT NAME	Cedar Park	MGT COMPANY	Cambridge Real Estate Services	DATE OF VISIT	12/14/2021
PROJECT ADDRESS	210 Sutton Way Grass Valley, CA 95945	YEAR BUILT	2004	TOTAL BUILDINGS	17
CALHFA#	02027N	PROPERTY MANAGER	Janeen Kallus	TOTAL UNITS	81
CALHFA INSPECTOR	Steve Markan	PROPERTY MGR PHONE NUMBER	503-450-0238	# UNITS INSPECTED	8
CALHFA INSPECTOR EMAIL	smarkan@CalHFA.ca.gov	PROPERTY MGR EMAIL	jkallus@cambridgeres.com	PROJECT TYPE	Family
TYPE OF VISIT	Annual	ON-SITE MANAGER	Sonia Perez	# VACANCIES	2
INSPECTION TYPE (PROCESS TYPE)	80/20	MAINTENANCE	Julio Garcia	BED BUGS	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
HUD 9834 COMPLETE (If Applicable)	Yes <input type="checkbox"/> No <input type="checkbox"/>	OTHERS PRESENT		JOINT INSPECTION	Select

ITEMS RATED 3 REQUIRES A RESPONSE WITHIN FIFTEEN (15) BUSINESS DAYS UPON RECEIPT OF THIS REPORT

Provide CalHFA with a plan of action and time frame for implementation and completion

OF ITEMS RATED 3: 4

SEVERITY RATING LEVELS

1 = LEVEL 1(Minor Deficiency) 2 = LEVEL 2(Potential Problem)

3 = LEVEL 3 - ACTION REQUIRED (WITHIN 15 DAYS)

4 = NOD = NO OBSERVED DEFICIENCY

5 = N/A = NOT APPLICABLE

EXTERIOR		INTERIOR		INTERIOR	
Site		Building Systems		Units	
1. Fences & Gates	5	20. Domestic Water/Plumbing	4	45. Bathroom	4
2. Grounds	4	21. Electrical System	4	46. Call-for-Aid	5
3. Mailboxes & Signs	4	22. Elevator Equip.	5	47. Ceiling	4
4. Market Appeal	4	23. Emergency Power	3	48. Doors	3
5. Parking Lots/Driveways	4	24. Fire Protection	4	49. Electrical System	4
6. Play Areas & Equipment	4	25. HVAC	4	50. Floors	4
7. Refuse Disposal	4	26. Roof Exhaust System	4	51. Hot Water Heater	3
8. Retaining Walls	5	27. Sanitary System	4	52. HVAC System	4
9. Storm Drainage	4	28. Health & Safety	4	53. Kitchen	4
10. Walkways & Steps	4	Common Area		54. Laundry Area	4
11. Health & Safety	4	29. Basement/Garage/Carport	5	55. Lighting	4
Building Exterior		30. Closet/Utility/Mechanical	4	56. Outlets/Switches	4
12. Doors	3	31. Community Room	4	57. Patio/Porch/Balcony	4
13. Fire Escapes	4	32. Day Care	5	58. Smoke/CO Detector	4
14. Foundations	4	33. Halls/Corridors/Stairs	4	59. Stairs	5
15. Lighting	4	34. Kitchen	4	60. Walls	4
16. Roofs	1	35. Laundry Room	4	61. Windows	4
17. Walls	4	36. Lobby	4	62. Housekeeping	4
18. Windows	4	37. Office	4	63. Health & Safety	4
19. Health & Safety	4	38. Other Community Space	4	Certifications:	
		39. Patio/Porch/Balcony	4	1. Boilers	N/A
		40. Pools & Related Structure	5	2. Elevators	N/A
		41. Restrooms/Pool Structure	4	3. Fire Alarms	N/A
		42. Storage	4	4. LB Paint Disclosure Forms	N/A
		43. Trash Collection Areas	4	5. LB Paint Inspection Report	N/A
		44. Health & Safety	4	6. Fire Sprinkler Systems	Yes

**CALHFA ASSET MANAGEMENT
SITE INSPECTION REPORT**

UNITS INSPECTED	101, 103, 104, 121, 131, 133, 136, 140
------------------------	--

HEALTH, FIRE, & SAFETY ITEMS RATED #3 – ACTION REQUIRED WITHIN 72 HOURS

EXTERIOR & INTERIOR ITEMS RATED #3 – ACTION REQUIRED WITHIN 15 BUSINESS DAYS

12. Doors
Level 3 – Office/Community exterior door needs to be painted.

23. Emergency Power
Level 3 – Auxiliary light in the office/community building is not working.

Unit 101
48. Doors
Level 3 – Hall bathroom door is broken.

Unit 103
51. Hot Water Heater
Level 3 – Hot water heater PRV discharge pipe is missing.

Unit 133
51. Hot Water Heater
Level 3 – Hot water heater PRV discharge pipe is missing.

Unit 131
48. Doors
Level 3 – Entry door handle is damaged.

EXTERIOR & INTERIOR RATED #1 & 2 – ITEMS RECOMMENDED FOR REPAIR

16. Roofs
Level 1 – Splash block is missing at building 220-223 north side.

OVERALL COMMENTS

EXHIBIT “X”



CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

915 Capitol Mall, Suite 485
Sacramento, CA 95814
p (916) 654-6340
f (916) 654-6033
ctcac@treasurer.ca.gov
www.treasurer.ca.gov/ctcac

MEMBERS

JOHN CHIANG, CHAIRMAN
State Treasurer

BETTY YEE
State Controller

MICHAEL COHEN
Director of Finance

EXECUTIVE DIRECTOR
Mark Stivers

September 14, 2015

Kelly Williams
Oregon Investors V Limited Partnership
PO Box 182
Springfield, OR 97477

RE: Oak Ridge Apartments (CA-1996-004)

NOTICE OF NONCOMPLIANCE FOR PROJECT IN EXTENDED USE PERIOD

The California Tax Credit Allocation Committee (CTCAC) staff conducted a file and on-site physical inspection of your project to determine compliance with the provisions of the recorded regulatory agreement between the owner and CTCAC on **August 5, 2015**. The recorded regulatory agreement requires that tax credit units be rent restricted and occupied by income eligible households whose income is verified by third-party documentation. All units must be habitable and the property must be safe for all tenants.

RESULTS OF THE TENANT FILE INSPECTION:

Eight tenant files were reviewed. The review of the files and the Project Status Report (PSR) for your project indicate that income eligible households occupy the units, rents are within the maximum rent limits, and all required documentation is contained in the files with the following exceptions:

REDACTED – This three-person household moved in on 03/21/15. At initial move-in, the file states the tenant **REDACTED** does not file taxes nor receives paychecks, but is paid strictly in cash with an attached Cash Payment Verification Form. Please provide CTCAC with the following:

- Move in – please provide an IRS 4506T Form with a response letter from the IRS.

Note: Forms that are missing signature(s) or date should date the form(s) with the actual date of signing, then put the statement "true and correct as of MM/DD/YY" next to signature.

RESULTS OF THE UNIT INSPECTION:

Eight units were inspected. The units and the property appear to be safe and habitable for all inspected tenant households with the following exceptions:

Building B - Unit #105

- Kitchen – garbage disposal switch face plate cracked
- Bathroom – occupied by tenant, unable to inspect. Please certify that the GFI, electrical, and plumbing are operable and in good condition.
- Bedroom #2 – missing door stopper
- Master bathroom – toilet does not flush

Building D - Unit #113

- Bathroom #1 – towel bar is broken

Building G - Unit #224

- Kitchen – GFI face plate missing

Building H - Unit #225

- Bedroom #1 – ingress/egress blocked due to desk stored behind door, preventing it from opening completely.

Please note: For all deficiencies found during the unit inspection, please provide CTCAC a work order showing the deficiencies have been corrected, signed and dated by both management and the tenant.

By Wednesday, October 14, 2015, please submit to CTCAC documentation showing correction of all of the above noted deficiencies. CTCAC will not accept documentation submitted via email or fax.

Our staff would like to thank your management representatives for their courteous assistance during the CTCAC audit. If you have any questions regarding this letter, please contact me at (916) 651-1321.

Sincerely,



Juan Diego Ochoa
Program Analyst

cc: Jeff Passadore – Cambridge Real Estate Services
Elizabeth Gutierrez-Ramos, Compliance Program Manager – CTCAC

Attachment 2
Public Comments Received Prior to September 5, 2024

Lucy Rollins

Subject: RE: Voicemail from [REDACTED] on Aug 20 2024 3:32 PM

From: Anonymous - Voicemail box 8880 <noreply@voicemail.goto.com>
Sent: Tuesday, August 20, 2024 3:36 PM
To: Public Comments <public@cityofgrassvalley.com>
Subject: Voicemail from [REDACTED] on Aug 20 2024 3:32 PM

You received a new voicemail message

New voicemail message

Time: Tuesday, August 20 2024 3:32 PM

From: [REDACTED]

Duration: 2 minutes 27 seconds

Voicemail box: 8880

Transcript:

Yes, my name is Lynn St. Jacques. I'm a longtime resident of Cedar Park Apartments on Sutton Way in Grass Valley. And Cambridge Management Company can well afford to replace the awnings, the carports, which were a health and safety issue. Our lighting was also embedded in the carports. we've been without lighting since the snowstorm as well. The parking lot is unlit, and it's unsafe. Since COVID, the management company has embarked on a program where they raise rents several times within a year. Most residents thought that the rental increases would be limited to a certain percentage a year or a certain number of rental increases. But Cambridge doesn't seem to agree with that, and people have had their rent increased, you know, every couple of months to the point where a lot of people have moved because their budgets just, you know, you move in thinking your rent's going to be one amount, and in months later it goes up a couple hundred dollars a month, that doesn't work for families. So, you know, my position is watching the company deteriorate, you know, after COVID. It seems like they discovered that, you know, they

could get away with providing less and they can't keep tenants and they can't, well, the tenants mostly they can keep because there's such a housing shortage, but the turnover in maintenance staff is just incredible. So their business practices are such that it's, you know, it's not a benefit to employees or tenants, either one, and I believe that they can easily afford to replace those carports, which are essential for health and safety. So, I hope you can do something about that. Thank you. Goodbye. END

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Lucy Rollins

Subject: RE: Voicemail from [REDACTED] on Aug 21 2024 3:59 PM

From: WIRELESS CALLER - Voicemail box 8880 <noreply@voicemail.goto.com>

Sent: Wednesday, August 21, 2024 4:03 PM

To: Public Comments <public@cityofgrassvalley.com>

Subject: Voicemail from [REDACTED] on Aug 21 2024 3:59 PM

You received a new voicemail message

 New voicemail message

Time: Wednesday, August 21 2024 3:59 PM

From: [REDACTED]

Duration: 1 minute 34 seconds

Voicemail box: 8880

Transcript:

Yes hello this is Jesse Williams I live at Oak Ridge Apartments 228 Sutton Way Grass Valley California my phone number is [REDACTED] I just read the article and I have a lot of feedback on the situation is in leased carports and they are still advertising that there's carports. They told me that they were going to be rebuilt and they have not and since then they keep raising our rents and lowering some people's rents even though we had a financial hardship with two people losing their jobs and they raised our rent and someone else that I know had financial hardship and they lowered theirs so the property manager doesn't give a **** about any of us and our concerns and I have much more tell you. So please call me back at your earliest convenience. Once again that's Jesse Williams [REDACTED] [REDACTED]. I look forward to speaking with you. Thank you very much and have a blessed day.

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21 August 2024

Grass Valley City Council
125 E Main Street
Grass Valley, CA 95945

Esteemed Council Members:

I write to you as a 12 year resident of Cedar Park Apartments in Grass Valley, CA, on the health & safety issue of carport replacement. We have handicapped residents who need shelter provided by carports as they transition, from car to wheelchair in rain & snow. You may recall that we were under an extreme heat advisory just last month. My neighbor has an infrared heat scanner & measured the temperature to be 152 degrees inside his car. This is the result of sun magnified through a windshield. The carports protected us from temperature extremes both hot & cold. The simple consideration of people needing shelter while retrieving grocery bags & kids out of their cars is no small thing. Then there's the lighting. The lighting for the parking lot was embedded in the carports & tenants have been without a lighted parking lot for almost 2 years now. It's unsafe, I've written work reports for the issue (available on request.) Both the carports & lighting are urgent safety issues needing to be resolved before the darkness & rain of winter this year.

As for the claim that it's too costly to replace them: before covid each of the three adjacent apartment complex managed by Cambridge had it's own maintenance person. Now maintenance workers, (such as they are, because the turnover rate is so high) are moved from complex to complex, to where the highest need prevails. This is what maintenance staff relates as well as the fact that this company is rated as a one-star employer. It seems that during the covid pandemic businesses learned that, when it comes to essentials, like food & housing, providing less while increasing prices was hugely profitable. And that's what's happening here.

One political party is running on a proposal to cap rent increases annually & tie them to the Tax Credit programs that apartment complexes, including Cedar Park, in this area are participants of. Cambridge Real Estate Services can well afford to replace the essential safety features of carports & lighting after the unprecedented rental increases that have occurred in the past 2 years. Tax Credit programs come with obligations, ones Cambridge Real Estate Services should not be exempted from.

Lin St Jacques
Resident of Cedar Park