#### **CALIFORNIA RESIDENTIAL LEASE AGREEMENT**

This Residential Lease Agreement (hereinafter "Lease") is entered into this the <u>July 08, 2019</u>, by and between the Lessors, **JINAH NO BYRAM**, (hereinafter referred to as "Landlord"), and the Lessee(s):Joshua Jun, Mary Malee Yap. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in <u>San luis</u> <u>Obispo</u> County, California, with the following location:

1 bedroom w 1 bathroom downstairs unit attached to the property at <u>820 Plata Rd</u>, <u>Arroyo Grande</u>, <u>CA 94520</u>, <u>(hereinafter referred to as Guest unit.)</u>, including the following items of personal property: Electric oven and range, Stacked electric WASHER

DRYER, REFGERATOR Oak microwave oven utility stand, Horizontal blinds.

2. NATURE OF OCCUPANCY: The personal residence described above shall be used and occupied only by the names listed below:

Joshua Jun, Mary Malee Yap

# <u>No other person will reside in the subject unit.</u> <u>Guests of the tenant may not stay more than 2 days</u>

**3. TERM OF LEASE:** This Lease shall commence on the <u>1<sup>st</sup> of August 2019</u>, and extend until its expiration on <u>31th day of July 2020</u> unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of \$3300 as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant, including non-payment of rent. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. <sup>1</sup>/<sub>2</sub> of security deposit (\$1650) can be used as the last month rent unless tenant's moving situation is an involuntary moving out event and/or involves extensive property damages. Otherwise, tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with California Code § 1950.5

Within three weeks after the tenant has vacated the premises, the landlord shall furnish the tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to the tenant.

The landlord is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives the landlord a written statement of the tenant's forwarding address for the purpose of refunding the security deposit. Tenant agrees that if such address is not produced within 14 days from the date of termination of the Lease, that Tenant forfeits the security deposit.

**HOLD DEPOSIT:** To hold the unit for the tenant <u>from</u> July 8 2019 until the tenant's lease start date August  $1^{ST}$ 2019, total amount <u>of \$1650</u> is paid to the landlord by the tenant <u>by July 8 2019</u> through a PayPal acct.

The tenant understands that **\$1650** of the hold deposit is a **NON-REFUNDABLE** deposit if the tenant decides to not lease this unit for any reason, including employment issue, relocation issue, or any personal reasons.

On the above lease start date and after the payment of the total move in amount is paid by the tenant, the hold deposit amount will be applied to the security deposit.

**5. RENT PAYMENTS:** Tenant agrees to pay rent to the Landlord during the term of this Lease in equal monthly installments of \$\_\_\_\_\_\_\_\_, said installment for each month being due and payable on or before the 1st day of the month.

The first full rent payment under this Lease being due on the <u>the 1st day of August</u>, 2019. Tenant agrees to pay the first rent payment amount <u>\$1650</u> at the execution of this Lease

Tenant agrees that if rent is not paid in full on or before the **\_3rd day of the month**, Tenant will pay a late charge of  $\underbrace{50}$  as allowed by applicable California law and any NSF Charge applied by bank for any dishonored check.

The prorated rent from the commencement of this Lease to the first day of the following month is <u>N/A</u>, which amount shall be paid at the execution of this Lease.

Tenant agrees that rent shall be paid in lawful money of the United States by (indicate those that apply):

[] cash, [] personal check, [] money order, [] cashier's check, [X] PAYPAL with tenant paying any associated processing fee if indicated. Other

Rent payments shall be made payable to: <u>Jinahbyram@gmail.com</u> through PAYPAL. OR

<u>JINAH BYRAM</u> and mailed or delivered to the following address: 820 Plata Rd, Arroyo Grande, CA 93420.

All notices from Tenant to Landlord under this Lease and applicable California law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally, and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. CONSEQUENCES OF BREACH BY TENANT: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

The landlord can issue a written 3-day eviction notice if the tenant has done any of the following:

• Failed to pay the rent.

• Violated any provision of this lease/rental agreement.

• Materially damaged the rental property ("committed waste").

• Substantially interfered with the other occupants of the 820 Plata Rd, Arroyo Grande, CA 93420 ("committed a nuisance").

.Violated any provision of the CC&R for the property, as well as the City, County, State , Federal, and any

applicable public laws or ordinances for the location of the subject property.

• Used the rental property for an unlawful purpose, such as selling, using, or producing illegal drugs.

The landlord will indicate in the notice whether or not the tenant can remedy the violation within the 3-day time limit in order to avoid eviction. If no indication is given of whether or not the tenant can remedy the violation, then the tenant is NOT allowed to remedy the violation and must move out within 3 days.

Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

7. **DELIVERY OF NOTICES:** Any giving of notice under this Lease or applicable California law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail.

Any notices from Landlord to Tenant shall be in writing and either personally served on Tenant, or tacked to Tenant's front door AND mailed to tenant's address. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

**8.** UTILITIES: Tenant will provide and pay for the following utilities (indicate those that apply):

[ ] Electric, [ ] Gas, [ X ] Telephone, [ X] Non- Charter WF Internet service

[X] Non-Charter Basic Cable Television [X] Charter Cable serive [] Water, [] Garbage pick-up.

Home Owner will provide and pay for the following utilities (indicate those that apply):

[X] Electric, [X] Gas, [] Telephone, [X] Charter WF Internet service [] Charter Basic Cable Television

 $\left[ {{\rm{X}}} \right. \right]$  Water,  $\left[ {{\rm{X}}} \right. \right]$  Garbage pick-up.  $\left[ {{\rm{~]}} \right.} Non- Charter WF$  Internet service

[] Non-Charter Basic Cable Television

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

If Tenant chooses to purchase own WF internet router for internet connection and for maintaining the reliability of own WF router, the WF router will be installed and will be connected to the main router located within the owner's unit.

**9. NOTICE OF INTENT TO SURRENDER:** Any other provision of this lease to the contrary notwithstanding, at **least thirty (30) days prior to the normal expiration of the term of this Lease** as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term.

If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable California law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, **Tenant must give a thirty (30) day** written notice to the Landlord of Tenant's intention to surrender the residence along with the full last month rent by the first of the last month. At any time during a month-to-month tenancy, Landlord may terminate the month-to-month Lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable California law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

#### **10. OBLIGATIONS AND DUTIES OF LANDLORD:**

In compliance with California Code § 1941.1, Landlord or shall maintain:

(a) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.

(b) Plumbing or gas facilities which conformed to applicable law in effect at the time of installation, maintained in good working order.

(c) A water supply approved under applicable law, which is under the control of the tenant, capable of producing hot and cold running water, or a system which is under the control of the landlord, which produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

(d) Electrical lighting, with wiring and electrical equipment which conformed with applicable law at the time of installation, maintained in good working order.

(e) Compliance with the requirements of applicable building and housing codes materially affecting health and safety, according to the building and housing codes at the time of the initial building completion in 1974.

But landlord shall have no duty to maintain any of the above if the noncompliance is the fault of the Tenant.

#### **11. OBLIGATIONS AND DUTIES OF TENANT:**

In compliance with California Code § 1941.2, Tenant covenants:

(1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.

(2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.

(3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits. – REFER to the INSTRUCTIONS FOR USE OF PLUMBING, SEC 43.

(4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.

(5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

**12. NO ASSIGNMENT:** Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

**13. TENANT INSURANCE:** Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages. In addition, tenant is responsible any and all liabilities that may occur within the leased premise.

Tenant acknowledges that the landlord's policy does not cover the damages or loss of Tenant's personal properties as well as any liabilities that may occur within the leased premise and common area. – For Tenant and Tenant's guests.

Tenant insurance must be effective on the first day of the lease period. The Landlord must be the certification holder of the Tenant policy.

Tenant agrees to provide the certification of Tenant insurance to the Landlord within the 14days from this lease execution date.

14. CONDITION OF LEASED PREMISES: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly

waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or representations beyond those contained herein or required by applicable California law. Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-andtear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

15. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. If a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.

16. NO ILLEGAL USE: Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.

17. NOTICE OF INJURIES: In the event of any

significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

**18. LANDLORD'S RIGHT TO MORTGAGE:** Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.

**19. DELAY IN REPAIRS:** Tenant agrees that if any repairs to be made by Landlord are delayed by reasons beyond Landlords control, there shall be no effect on the obligations of Tenant under this Lease.

**20. NOTICE OF ABSENCE FROM PREMISES:** If Tenant is to be absent from the leased premises for 14 days or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here:

Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.

**21. POSSESSION OF PREMISES:** Tenant shall not be entitled to possession of the premises designated for lease until the security deposit, the last month's rent, and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full.

**22. MATERIALITY OF APPLICATION TO RENT:** All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

**23. MODIFICATION OF THIS LEASE:** Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be

effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.

**24. REMEDIES NOT EXCLUSIVE:** The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable California law.

**25. SEVERABILITY:** If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.

**26.** NO WAIVER: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.

**27. ATTORNEY FEES:** In the event that Landlord employees an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.

**28. HEIRS AND ASSIGNS:** It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.

**29. DESTRUCTION OF PREMISES:** In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable

time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

**30. EMINENT DOMAIN:** In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.

**31. LANDLORD ENTRY AND LIEN:** In addition to the rights provided by applicable California law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

**32. GOVERNING LAW:** This Lease is governed by the statutory and case law of the State of California.

**33.** In compliance with California Civil Code §2079.10a, the following required notice (required in all California leases) is given.

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

[Section 290.4 Penal mentioned above includes, but is not necessarily limited to, sex offenders and kidnappers.]

**34.** Lead-based paint disclosure: housing built before 1978 may contain lead-based paint. lead from paint, paint chips,

and dust can pose health hazards if not managed properly. lead exposure is especially harmful to young children and pregnant women. before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. leases must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord states as follows: [Landlord check one]

The leased premises was constructed in 1978 or later.

X The leased premises was constructed prior to 1978. Landlord has conformed with all federal requirements regarding lead-based paint disclosure including the completion and mutual signing with Tenant and any agents, of the Lead-Based Paint Disclosure Form attached hereto and incorporated into this lease as a part hereof. All associated information required by the Disclosure form (if any) was furnished to Tenant, and Tenant received the EPA pamphlet "*Protect Your Family from Lead in Your Home.*"

# **35. PET TENANTS:**

Pets are NOT allowed in the leased premise.

# **36. PLANTS**

Both inside plants and outside plants placed on the deck must be on plant stands or on hanging planters with at least 2 inches clearance above the floors - both balcony floors and inside unit floors. All planters must have their own drip pans in order to prevent any water damages to the unit.

# **37. PARKING**

The tenant and tenant's guests shall park his or her cars at own risk only on the street wherever space allows. The tenants and tenant's guests shall not block or park on the driveways of the property or of the neighbors.

#### **38. KEYS**

The tenant shall receive 1 copies of two keys – entrance door key for the unit and the side gate key, when the initial first rent is paid.

The tenant is responsible for duplicating any additional keys.

If replacement key is required, there is \$25 charge. If the locks have to be replaced due to the damage or negligent by tenant, the cost of locksmith and materials will be charged to the tenants.

# **39. FILTER REPLACEMENT FOR AIR/HEATING UNIT**

The tenant agrees to replace any applicable air filter of the unit's heating system <u>every 4 months</u> in order to prevent system malfunction. The tenant also agrees to pay for any repairs of this system if the system breaks down due to the tenant's negligent in replacing its air filter regularly.

# 40. EXTERIOR ATTACHMENT PROHIBITED

Any permanent or temporary attachments to the exterior of the unit is prohibited. Nailing on the outside walls is prohibited. This includes but not limited to satellite dishes, other communication devices, religious symbols, holiday ornaments, and signs.

# 42. NO SMOKING RULE

The leased premise is NO-SMOKING ZONE. Smoking is not permitted in the leased premise, within the common area, and within the Deck area. The tenant agrees to follow the NO Smoking rules. This rule also applies to tenant's guests and Tenant agrees to enforce this rule to their guests.

#### 42. SAFETY DISCLAIMER

The tenant(s) hereby release and hold harmless owners/lessors from all liability, claims, demands, or causes of action for any injury, disability, death or loss or damage to person or property incurred by any person including minor children for whom the tenant is a parent and or a legal guardian.

The tenant(s) hereby release and hold harmless owners/lessors from all liability, claims, demands, or causes of action for any injury, disability, death or loss or damage to person or property incurred by any person including any minor children who are family members and or guests of the tenant(s).

The tenant(s) agree that owner is not responsible for any necessary "Child Proofing" including, but not limited to, safety barriers near stairways, yards, decks, safety barriers for balconies, child safety locks on windows and doors, electrical outlets, toilet, heating system, stove, cabinets, appliances, or cribs. The tenant(s) agree that the safety of tenant's children and/or of any visiting minors is not the responsibility of owners/lessors.

# **48. SALE OF PREMISES**

Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Building and Land.

Landlord has the right to show the unit to the potential buyers with 24hrs notice provided by the California law.

In the event of any sale of the Premises by Landlord or the cessation otherwise of Landlord's interest therein, Landlord shall be and is hereby entirely released from any and all of its obligations to perform or further perform under this Lease and from all liability hereunder accruing from or after the date of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

If any letter of credit or prepaid Rent has been paid by

Lessee, Lessor shall transfer the letter of credit or prepaid Rent to Lessor's successor and on such transfer, Lessor shall be discharged from any further liability in reference to the Security Deposit or prepaid Rent, if any.

For purposes of this Section 48, the term "Landlord" means only the owner and/or agent of the owner as such parties exist as of the date on which Tenant executes this Lease.

43. INSTRUCTIONS FOR USE OF PLUMBING: No other than human waste and toilet tissue shall be deposited in the toilet in the unit since the plumbing is on a sump pump and any other waste may cause the sump pump to malfunction. Tenant shall be responsible for any costs for repairs to the sump pump as a result of negligence. The electrical switch on the wall for sump pump is located inside the bathroom and is currently covered. It should remain covered.

Inside the cover, the switch must remain in the "ON" position always. (the center position is OFF). This switch operates the sump pump and if it is on OFF position, the sump pump will NOT pump the sewer water out of the unit and will cause damage to the unit and to the plumbing. Tenant will be responsible for the repair cost if this occurs due to Tenant's negligent. Tenant acknowledges that this switch location was shown to prior to occupying the unit and agrees to keep this switch at "ON" position, unless instructed by the landlord.

**45. SIDE GATES:** Tenant agrees to keep the side gates closed and locked after each entering and exiting the property. Any bleach of safety due to unlocked gate (s) by Tenant's negligent will be Tenant's responsibility. Tenant also agrees to not let Landlord's dog leave the property during opening and closing of the side gate. (If Landlord has a dog)

#### 44. LOWER DECK MAINTENANCE and USAGE:

The lower deck is common area that is designed to be used by both the tenant and the landlord.

The upper deck area is only for the landlord usage and off limit to tenants and tenants' guests/

Tenant agrees to keep the lower deck clean, free of leaves and debris.

Tenant agrees to not damage the deck, the planters, and side yard, and fences. – Tenant agrees to not place any heavy objects that may scratch or damage the deck surface.

The concrete trench drains around the deck must always be free of any debris, rocks, sands, or soils, to prevent water accumulation in the back yard and to prevent damage to sump pump.

Tenant agrees TO keep the concrete trench drains free of any materials/objects that may cause damage to water drainage and plumbing systems.

Washing off any plant materials, sands, soils, or any debris on the deck and on the concrete drains are prohibited.

Tenant(s) agrees to use the provided water hose/water faucet

next to the main house garage for any washing off of sands, soils, or debris. - So, these materials are washed out to the street.

Tenant(s) agrees to not plant any plants or trees on the planters and the side yards. The planters and side yards are maintained by the landlord and by the monthly gardening service.

#### **45. SAFETY LIGHTINGS**

Safety Motion Sensor Lights are installed around the outside stairs and the entrances to the Tenant's unit. The switches for these safety lights are located inside the Tenant's unit. Tenant acknowledges the proper operation of these light switches and agrees to keep these lights at "ON" position for safety. Tenant also agrees to report any malfunction of these safety lights to the Landlord immediately.

Tenant will be responsible for any injury or damage occurs due to Tenant's negligent of keeping these lights on or of not reporting the malfunctioning of these lights to the landlord.

## 46. HOLES SHALL NOT BE DRILLED

Due to causing damage to water barrier of the retaining walls, drilling of any holes on the inside and outside walls by Tenant is prohibited for any purposes. Tenant agrees to follow this rule. Tenant will be responsible for any damage caused by not following this rule.

#### **47. NAILING PROHIBITED**

Due to causing damage to water barrier of the retaining walls, nailing on the retaining walls against the main unit and the entire outside walls is prohibited for any purposes. Tenant agrees to follow this rule. Tenant will be responsible for any damage caused by not following this rule.

\* \* \*

	and the second		
LANDLORD			
Sign: Au	Print:	JINAH NO_BYRAM	Date: 7/08/19
TENANT $\Lambda$ , $\Lambda$			
Sign:	Print:	JOSHUA JUN	Date: 7/8/19
TENANT			
Sign:	Print:	MARY MALEE YAP	Date:7/8/19

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT: