California Required Disclosures & Addendum

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

This lead paint disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

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. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- 1. Presence of lead-based paint and/or lead-based paint hazards:
 - 1. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- 2. Records and reports available to the lessor:
 - 1. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

- 3. Lessee has received notification of all information listed above.
- 4. Lessee has received the following link (<u>https://www.epa.gov/lead/protect-your-family-lead-your-home</u>) to *Protect Your Family from Lead in Your Home*.

MOLD DISCLOSURE

Mold Warning Statement

This mold disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

Potential health effects and symptoms associated with mold exposures include allergic reactions, asthma, and other respiratory complaints. Mold can be found almost anywhere and can grow on virtually any substance, providing moisture is present. There is no practical way to eliminate all mold and mold spores in an indoor environment. The best way to control indoor mold growth is by controlling moisture.

Tenant acknowledges that the Landlord has provided direction to the Tenant on how to obtain mold informational pamphlets that are made available to the public through the United States

Environmental Protection Agency (EPA). These pamphlets can be accessed by any of the methods listed below:

1. **Mail**

Protection U.S. EPA/Office of Radiation and Indoor Air Indoor Environments Division 1200 Pennsylvania Avenue, NW Mail Code 6609J Washington, DC 20460

Washington, DC 20460

2. Phone

(202) 343-9370

3. **Web**

http://www.epa.gov/mold

Lessor's Disclosure

4. Lessor has no knowledge of mold issues in the Leased Premises

DISCLOSURE OF BEDBUG INFESTATION HISTORY

Bedbug Infestation History

This bedbug disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

1. There is no history of any bedbug infestation within the past year in the building or in any residence.

It is crucial that the Lessee and the Lessor cooperate to prevent and treat bedbug infestations. Even a few bedbugs can rapidly multiply to create a significant infestation that can spread to other units. The Lessee agrees to report any suspected infestations immediately to the Lessor. Please do not wait: small infestations can grow and spread quickly. The Lessee agrees to cooperate with pest control efforts. If the Lessee's unit is infested, a pest management professional may be called in to eradicate the problem. The unit must be properly prepared for treatment. The Lessee must comply with any recommendations and requests from the pest control specialist before professional treatment. Information about Bedbugs Bed bug Appearance: Bed bugs have six legs. Adult bedbugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bedbugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bedbug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bedbugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bedbugs can be hard to find and identify because they are tiny and try to stay hidden. Life Cycle and Reproduction: An average bedbug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bedbugs grow to full adulthood in about 21 days. Bedbugs can survive for months without feeding. Bedbug Bites: Because bedbugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so

varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all. Common signs and symptoms of a possible bedbug infestation: Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls. Molted bed bug skins, white, sticky eggs, or empty eggshells. Very heavily infested areas may have a characteristically sweet odor. Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

DISCLOSURE OF REGISTERED SEXUAL OFFENDER DATABASE

Registered Sex Offender Statement

This disclosure of the registered sexual offender database is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

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 <u>https://www.meganslaw.ca.gov</u>. 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.

DEMOLISH DISCLOSURE

Demolish Statement

This demolish disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

In certain instances, the owner of a dwelling, Lessor or Lessor's agent may apply or has applied for a permit to have the dwelling demolished. In such cases, the owner, Lessor or Lessor's agent is required by law to inform the Lessee of the application for demolition.

The Lessee acknowledges that the Lessor notified the Lessee if the Lessor has applied for a demolition permit to demolish the leased premises.

ORDNANCE LOCATION DISCLOSURE

Ordnance Location Statement

This ordnance location disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The Lessor must disclose any known locations of former federal or state ordinance in the neighborhood (within one mile of rental unit). An ordnance is military material, such as weapons, ammunition, combat vehicles, and equipment.

The Lessee acknowledges that the Lessor has notified the Lessee if the rental property is located one mile from a closed military base where live ammunition and explosives were used.

RENT CAP AND JUST CAUSE ADDENDUM

The following terms and conditions are hereby incorporated and made part of the Current Residential Lease Agreement on property known as 14740 Bora Dr, La Mirada, CA 90638 between Tenants signer of the lease and landlord Victor Madru, Beverly Madru.

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or a least one of the tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

II. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.

2. If the same tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.

3. For a new tenancy in which no tenant from the prior tenancy remains, the owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

III. JUST CAUSE REQUIREMENTS

WITH CERTAIN EXEMPTIONS, LANDLORD MAY BE SUBJECT TO THE JUST CAUSE PROVISIONS OF CIVIL CODE SECTION 1946.2 AND INFORMS TENANT OF THE FOLLOWING:

1. At-fault Just Cause:

a) Default in payment of rent.

b) Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

c) Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).

d) Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).

e) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.

f) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any owner or agent of the owner of the premises.

g) Assigning or subletting the premises in violation of the tenant's lease.

h) The tenant's refusal to allow the owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1

i) Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).

j) When the tenant fails to deliver possession of the residential real property after providing the owner written notice of tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.

At-fault just cause eviction:

Before the owner can terminate the tenancy for an At-fault Just Cause violation that is curable, the owner must first provide notice to cure giving the tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).

2. No-fault Just Cause:

a) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Family move-in).For leases entered into on or after January 1, 2020 or amendment to existing leases prior to January 1, 2020:Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property.

b) Withdrawal of the Premises for the rental market.

c) Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.

d) Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the tenant in place, and that requires tenant to vacate the residential real property for a least 30 days. Cosmetic improvements alone do not qualify.

Tenant Payments under No-Fault Just Cause Eviction:

1. If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice.

2. In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state that the amount of rent waived and that no rent is due for the final month of tenancy.

IV. SPECIFIC EXEMPTIONS TO JUST CAUSE EVICTION REQUIREMENTS:

1. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

2. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or lease no more than two unit or bedrooms, including, but not limited to, an accessory dwelling unit.

V. SPECIFIC EXEMPTIONS TO BOTH RENT CAP AND JUST CAUSE EVICTION REQUIREMENTS:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.

2. A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

3. Single Family Residential property (including condominium and units in planned developments) provided the residential real property is alienable separate from the title to any other dwelling unit AND (i) the owner is NOT a real estate investment trust (REIT), (ii) the owner is NOT a corporation, and (iii) if the owner is a limited liability company then none of the members of the LLC are corporations.

Landlord hereby notifies tenant that the Property is exempt from the rent cap provisions specified in Civil Code Section 1947.12 and the just cause eviction provisions specified in Civil Code 1946.2.

Notice of Exemption:

This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.