



**CITY OF LEMON GROVE
PLANNING COMMISSION REGULAR MEETING**
Monday, October 22, 2018, 6:00 p.m.

Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA

Any person who wishes to address the Planning Commission regarding any of the items on this agenda must fill out a speaker's form (available at the entrance) and give it to the Planning Commission Clerk. When called, please come to the podium and state your name.

Call to Order

Roll Call

Pledge of Allegiance

Approval of the Minutes

1. September 24, 2018 Regular Meeting

Changes to the Agenda:

Public Comment: *(Speakers will have three (3) minutes to discuss items on the agenda. Note: In Accordance with State Law, the general public may bring forward an item not scheduled on the agenda; however, the Planning Commission may not take any action at this meeting. If appropriate, the item will be referred to staff or placed on a future agenda.)*

Consent Item(s): None.

Public Hearing(s): *(Note to Speakers: The Chair will ask each speaker to remain at the podium until the Commissioners have had the opportunity to ask questions about his or her testimony. APPEALS TO THE CITY COUNCIL MAY BE FILED ON FORMS AVAILABLE IN THE OFFICE OF THE DEVELOPMENT SERVICES DEPARTMENT. APPEALS OF DECISIONS MUST BE FILED WITHIN TEN (10) DAYS.)*

2. Public Hearing to Consider Administrative Appeal No. AA1-800-0004 of the Development Services Director Determination Regarding the Expiration of the Land Use Authorization for a Nonconforming 15-Bed Boarding House/Independent Living Facility Located at 2555, 2561, and 2571 Crestline Drive in the Residential Low/Medium Zone.

Reference: Mike Viglione, Assistant Planner

Recommendation: Conduct the public hearing; and Either adopt a Resolution (Attachment B) denying Administrative Appeal No. AA1-800-0004, upholding the Development Services Director's decision that the Land Use Authorization for a nonconforming 15-bed Boarding House/Independent Living Facility or adopt a Resolution (Attachment C) approving Administrative Appeal No. AA1-800-0004, overturning the Development Services Director's decision.

- 3. Public Hearing to Consider Conditional Use Permit No. CUP-180-0004; a Request to Establish a 2,068 SF Childcare Center with an Outdoor Play Area at 3468 Citrus Street in the General Commercial – Heavy Commercial Zone.

Reference: Arturo Ortuño, Assistant Planner

Recommendation: (1) Conduct the Public Hearing; and (2) Adopt a Resolution conditionally approving Conditional Use Permit No. CUP-180-0004, a request to establish a childcare center at 3468 Citrus Street in the General Commercial – Heavy Commercial zone.

- 4. Public Hearing to Consider Administrative Appeal No. AA1-800-0005 Regarding the Decision to Require a Refuse Enclosure Consistent with Municipal Code Section 17.24.050(M) for on-site Dumpsters with Building Permit B18-000-0416 at 7490 through 7496 North Avenue in the Heavy Commercial Zone.

Reference: Mike Viglione, Assistant Planner

Recommendation: (1) Conduct the Public Hearing; and (2) Adopt a Resolution Denying Administrative Appeal No. AA1-800-0003, upholding the Development Services Director’s Decision to require a Municipal Code Compliant Refuse Enclosure for On-Site Dumpsters with Building Permit No. B18-000-0416 at 7490 through 7496 North Avenue, Lemon Grove, CA.

Business from the Planning Staff:

Business from the Planning Commission: *(Non-Action Items)*

Planning Commission Oral Comments and Reports on Meeting Attended at the Expense of the City: *(Government Code Section 53232.3 (d) states that members of a Legislative Body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the Legislative body.)*

Adjournment:

In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the Planning Commission. If you require such assistance, please contact the Clerk at (619) 825-3800 or email schapel@lemongrove.ca.gov. A full agenda packet is available for public review at City Hall.

AFFIDAVIT OF NOTIFICATION AND POSTING

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS
CITY OF LEMON GROVE)

I, Shelley Chapel, MMC, Planning Commission Clerk for the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the Planning Commission of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours before the hour of 5:30 p.m. on October 18, 2018, to the members of the governing agency, and caused the agenda to be posted on the City’s website at www.lemongrove.ca.gov and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/: Shelley Chapel
Shelley Chapel, MMC,
Planning Commission Clerk

**LEMON GROVE PLANNING COMMISSION
AGENDA ITEM SUMMARY**

Item No. 1 _____

Dept. City Manager's Office

Item Title: Approval of City Council Meeting Minutes

Staff Contact: Shelley Chapel, MMC, City Clerk

Recommendation:

Approval of City Council Meeting Minutes for Regular Meeting held September 24, 2018.

Fiscal Impact:

None.

Environmental Review:

Not subject to review

Negative Declaration

Categorical Exemption, Section

Mitigated Negative Declaration

Public Information:

None

Newsletter article

Notice to property owners within 300 ft.

Notice published in local newspaper

Neighborhood meeting

Attachments:

None.

**MINUTES OF A MEETING OF
THE LEMON GROVE PLANNING COMMISSION
MONDAY, SEPTEMBER 24, 2018**

Call To Order:

Chair Bailey called the Regular Meeting to order at 6:03 p.m.

Roll Call by Clerk Chapel.

Present: Chair Bailey, Vice-Chair Browne, Commissioner LeBaron, Commissioner Relucio, and Commissioner Smith.

Absent: None.

Staff Members Present:

Mike Viglione, Assistant Planner, Arturo Ortuño, Assistant Planner, Shelley Chapel, City Clerk, and Claudia Tedford, CityPlace Consultant.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Vice-Chair Browne.

1. **Approval of the Minutes:** The minutes for the June 25, 2018 Regular Meeting were approved.

Action: Motion by Commissioner Smith, seconded by Commissioner Relucio to approve meeting minutes.

The motion passed by the following vote:

Ayes: Bailey, Browne, LeBaron, Relucio, Smith

Absent: None.

Changes to the Agenda: None.

Public Comments:

Appeared to comment was: Nancy Henry

Consent Item: None.

Public Hearing:

2. Continuation of Public Hearing (AA1-800-0004, Administrative Appeal of the Development Services Director Determination Regarding the Expiration of the Land Use Authorization for a Nonconforming 15-Bed Boarding House/Independent Living Facility Located at 2555, 2561, and 2571 Crestline Drive in the Residential Low/Medium Zone.

Mike Viglione, Assistant Planner presented the request for continuance from September 24, 2018 to October 22, 2018.

Commissioner Smith recused himself, disclosing that he lives within the project area, and left the room at 6:13 p.m. and returned to the dais at 6:14 p.m. with all members present.

Action: It was moved by Commissioner Browne and seconded by Commissioner LeBaron to continue the Public Hearing to October 22, 2018 without further noticing.

The motion passed by the following vote:

Ayes: Bailey, Browne, LeBaron, Relucio

Noes: None

Abstain: Smith

3. Public Hearing to Consider Conditional Use Permit No. CUP-180-0003; a Request to Establish a 6,400 SF Veterinary Clinic with Retail Sales, Indoor Kennel, and Outdoor Activities at 7770 Broadway in the Transit Mixed-Use (TMU) Zone of the Downtown Village Specific Plan.

Arturo Ortuño, Assistant Planner presented the report and PowerPoint presentation.

Chair Bailey opened the Public Hearing at 6:23 p.m.

Appeared to comment were: Tom Parashos, Applicant Representative, and Sudeep Dhillon Applicant.

During the discussion Commissioners expressed concern about the number of animals allowed within each enclosure, kiosk vending machines located outside, outdoor seating, licensing inspection timing, boarding, and surveillance.

Planner Ortuño and the applicant responded to the Commissioners questions.

Adoption of the resolution would authorize conditionally approving Conditional Use Permit No. CUP-180-0003, a request to establish a veterinary clinic at 7770 Broadway in the Transit Mixed-Use (TMU) Zone of the Downtown Village Specific Plan.

Action: The public hearing was closed at 6:36 p.m. on a motion by Commissioner Relucio and second by Commissioner LeBaron to adopt Resolution No. 18-02.

The motion passed by the following vote:

Ayes: Bailey, Browne, LeBaron, Relucio, Smith

Noes: None

4. Separation Findings for Discretionary Permits

Mike Viglione, Assistant Planner introduced Claudia Tedford, with CityPlace who gave the report and the PowerPoint Presentation.

Chair Bailey opened the Public Hearing at 6:42 p.m.

Appeared to comment was: John L. Wood

During the discussion Commissioners expressed concern about the measurement of distance and the timing of findings and application.

Planner Viglione, and Consultant Tedford responded to the Commissions questions.

Review Proposed Amendments to Zoning Code Application Procedures to Include Early Separation Findings for Discretionary Permits, and Provide a Recommendation to the City Council. Direction to staff to draft Ordinance to present to the City Council.

Action: The public hearing was closed at 7:23 p.m. by Chair Bailey. The Commission provided direct to staff including suggested amendments to the Draft Ordinance. On a motion by Commissioner Smith and second by Commissioner Relucio.

The motion passed by the following vote:

Ayes: Bailey, Browne, LeBaron, Relucio, Smith

Noes: None

Amendments to include: The Planning Commission endorsed staff's recommendation with the following amendment to Section 17.28.020(F)(2) which is on Attachment B, page 7 of the report; and,

Affected Property Owners. The notice shall be mailed to all real property owners consistent with separation findings, or at an appropriate legal distance from all exterior boundaries of the subject property at least ten days prior to the decision. Notices shall be mailed using the names and addresses of the owners as shown on the latest equalized assessment roll in the office of the county assessor. Where the address of such owner is not shown on such assessment roll, failure to send notice by mail to such property owner shall not invalidate any proceedings in connection with such action. In the event that the number of owners to whom notice would be sent according to this subsection is greater than one thousand, then notices may, instead, be given by placing a display advertisement of at least one-eighth page in a newspaper having general circulation within the affected area

Staff also cautioned the Planning Commission that the recommendation would need to be vetted by the City Attorney.

Business from the Planning Staff: None.

Business from the Planning Commission: None.

Planning Commission Oral Comments & Reports on Meetings Attended At City Expense (G.C. 53232.3(d)): None.

Adjournment:

On a motion by Vice-Chair Browne and second by Commissioner Relucio.

The motion passed by the following vote to adjourn the meeting:

Ayes: Bailey, Browne, LeBaron, Relucio, Smith

Noes: None

There being no further business to come before the Commission, the meeting was adjourned at 7:35 p.m. to a meeting to be held Monday, October 22, 2018, at 6:00 p.m. in the Lemon Grove Community Center located at 3146 School Lane, for a Regular meeting.

Shelley Chapel, MMC
City Clerk

**LEMON GROVE PLANNING COMMISSION
AGENDA ITEM SUMMARY**

Item No. 2
Mtg. Date October 22, 2018
Dept. Development Services Department

Item Title: **Public Hearing to Consider Administrative Appeal No. AA1-800-0004 of the Development Services Director Determination Regarding the Expiration of the Land Use Authorization for a Nonconforming 15-Bed Boarding House/Independent Living Facility Located at 2555, 2561, and 2571 Crestline Drive in the Residential Low/Medium Zone.**

Staff Contact: Mike Viglione, Assistant Planner

Recommendation:

- 1) Conduct the public hearing; and
- 2) Either adopt a Resolution (**Attachment B**) denying Administrative Appeal No. AA1-800-0004, upholding the Development Services Director's decision that the Land Use Authorization for a nonconforming 15-bed Boarding House/Independent Living Facility or adopt a Resolution (**Attachment C**) approving Administrative Appeal No. AA1-800-0004, overturning the Development Services Director's decision.

Item Summary:

On August 8, 2018, the Development Services Director notified the owner of 2555, 2561, and 2571 Crestline Drive that the Land Use Authorization for the 15-bed Boarding House/Independent Living Facility in the Residential Low/Medium (RLM) Zone had expired due to its discontinuation for a 12-month period. The RLM Zone does not permit these facilities and as such the lawfully established facility must not cease operations for a continuous period of 12 months or the legal nonconforming Land Use Authorization expires according to Section 17.24.090(D) of the Lemon Grove Municipal Code (LGMC). Section 17.24.090(D) also requires that future use of the property conform to RLM Zoning District regulations upon expiration of the Land Use Authorization. On August 16, 2018, Matthew Philbin, filed an appeal and request for public hearing on behalf of Anthem Real Estate Ventures Inc. as provided in LGMC Section 17.28.020(l). The Planning Commission continued this item to the October 22, 2018 agenda at the September 24, 2018 Planning Commission meeting.

Fiscal Impact:

No fiscal impact.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorically Exempt | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|---|---|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input checked="" type="checkbox"/> Notice to property owners within 500 ft. |
| <input checked="" type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution of Denial
- C. Resolution of Approval
- D. Vicinity Map
- E. January 31, 2018 letter to Development Services Director entitled Statement of Occupancy
- F. August 6, 2018 Code Enforcement Correspondence
- G. August 8, 2018 Director Determination of Land Use Authorization Expiration
- H. AA1-800-0004 Appeal Form with Exhibits
- I. September 13, 2018 Letter from Appellant's Attorney to City Staff

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 2

Mtg. Date October 22, 2018

Item Title: Public Hearing to Consider Administrative Appeal No. AA1-800-0004 of the Development Services Director Determination Regarding the Expiration of the Land Use Authorization for a Nonconforming 15-Bed Boarding House/Independent Living Facility Located at 2555, 2561, and 2571 Crestline Drive in the Residential Low/Medium Zone.

Staff Contact: Mike Viglione, Assistant Planner

Application Summary:

OWNER/ APPLICANT:	Anthem Real Estate Ventures, Inc.
PROPERTY LOCATION:	2555-2571 Crestline Drive, APN: 480-591-14-00. The site is located on the east side of Crestline Drive south of Palm Street and north of Haven Drive.
PROJECT AREA:	0.66 acres (28,750 square feet)
EXISTING ZONE:	Residential Low/Medium Density (RLM)
GENERAL PLAN LAND USE DESIGNATION:	Low Medium Density Residential
SURROUNDING PROPERTIES:	North: Residential Low Medium (RLM) South: Residential Low Medium (RLM) East: Residential Low Medium (RLM) West: Residential Low Medium (RLM)
ENVIRONMENTAL IMPACT:	The project is not subject to the California Environmental Quality Act (CEQA) because the appeal does not constitute a "project" as defined by Section 15378 of the CEQA Guidelines.

Background:

In 1961, the County of San Diego Board of Supervisors granted a Special Use Permit (P61-16) for a residential care facility for 16 residents at 2545, 2555, 2561 and 2571 Crestline Drive (two properties). The facility constructed at 2555, 2561 and 2571 Crestline Drive was 5,832 square feet in floor area.

Attachment A

In April 1979, a complaint revealed the site was licensed by the State for 40 residents without local authorization from the City of Lemon Grove.

In August 1979, the Planning Commission denied a request for 40 residents on-site and required the facility to reduce the number of residents to 16 as authorized by Special Use Permit P61-16.

In 2011, as a result of a lender inquiry, the Community Development Director determined the use of the northerly portion of the site (2555, 2561 and 2571 Crestline Drive) as an independent living facility was allowed to continue. There was no specified number of residents or beds.

In 2014, the property owner, Ms. Aileen Boren, sold 2545 Crestline (southerly portion) to City Redevelopment Inc. The property was subsequently converted to a 22 bedroom boarding house and after complaints were received, the Code Enforcement Division required the new property owner to convert the facility back to the permitted five bedroom single-family residence. City Redevelopment Inc. appealed to the City Council and the Director determination was upheld.

In March 2017, as a result of a lender inquiry, the Development Services Director determined the use of the northerly portion of the site (2555, 2561 and 2571 Crestline Drive) as an independent living facility was allowed to continue provided the number of beds did not exceed 16 and the number of bedrooms did not exceed 15.

In April 2017, upon further investigation of County Assessor historical construction records received by a potential buyer, the Development Services Director determined the use of the northerly portion of the site (2555, 2561 and 2571 Crestline Drive) as an independent living facility was allowed to continue provided the number of beds did not exceed 15 and the number of bedrooms did not exceed 14 as a result of an unpermitted garage conversion.

In July 2017, the property owner, Ms. Aileen Boren, sold 2555, 2561 and 2571 Crestline Drive to Mr. Matthew Philbin of Anthem Real Estate Ventures, Inc.

In December 2017, after consultations with staff about available options, Mr. Philbin submitted a Zoning Clearance application in accordance with Section 17.24.090(P) to convert a nonconforming 15 bed and 14 bedroom independent living facility with shared bathroom and kitchen facilities to nonconforming 15 multi-family dwelling units.

On January 31, 2018, Mr. Philbin sent a letter to the Development Services Director stating that the eight (8) tenants previously occupying the property vacated the premises in July and August of 2017. The Letter further stated that the former owner, Ms. Aileen Boren, occupied the property until September 2017 while her son, Mr. Bud Boren, vacated the premises on January 8, 2018 leaving the property unoccupied (**Attachment E**).

On May 15, 2018, the City Council held a Public Hearing for, and ultimately denied, the Zoning Clearance application for the proposed change in use from independent living facility to multi-family apartments.

Attachment A

On August 2, 2018, Code Enforcement Officer Paolo Romero toured the subject property. Code Enforcement Officer Romero did not observe any beds in the main facility building at 2571 Crestline and was informed that no tenants occupied that building. Code Enforcement Officer Romero was not shown any other structure on-site.

On August 6, 2018, Mr. Philbin corresponded with Code Enforcement Officer Paolo Romero via email and indicated that he was nearing an agreement with a non-profit organization to lease the units and manage supportive services but that details would be provided once “sorted out” (**Attachment F**).

On August 8, 2018, former Development Services Director David De Vries sent a letter to Mr. Philbin informing him that Land Use Authorization for the nonconforming Boarding House/Independent Living Facility expired due to discontinuation for 12 months in accordance with Section 17.24.090(D) (**Attachment G**). In his determination letter, Mr. De Vries cited Mr. Philbin’s aforementioned correspondences with staff dated January 31, 2018 and August 6, 2018.

On August 16, 2018, Mr. Philbin filed Administrative Appeal No. AA1-800-0004 on behalf of Anthem Real Estate Ventures appealing the determination of the Development Services Director (**Attachment H**).

On September 13, 2018, Steven J. Roberts of Sollertis sent a letter with exhibits to City Staff on behalf of client Anthem Real Estate Ventures to support and provide additional evidence for Administrative Appeal No. AA1-800-0004 (**Attachment I**).

Discussion

The Residential Low/Medium (RLM) density zone in Section 17.16.020 of the Lemon Grove Municipal Code (LGMC) is intended to provide for small lot single-family development. The RLM zone permits single-family dwellings, residential care facilities for six or fewer persons, and parks and play grounds by right. The RLM zone regulations also accommodate public service and utility structures, churches and schools, and residential care facilities for seven or more persons through approval of a Conditional Use Permit application. Boarding Houses/Independent Living Facilities are not permitted in the Residential Low/Medium Zone. Uses which are not permitted by the regulations of the zone cannot be established therein.

However uses of land which were legally established prior to the adoption of the Lemon Grove Zoning Ordinance, are considered legal nonconforming and can be continued though the particular use may fail to conform to the current regulations of the zone per LGMC Section 17.24.090(C). The authorization to continue such a nonconforming use is not without limitation though, as Section 17.24.090(D) requires any subsequent use of land to conform strictly to the regulations of the applicable zone when a nonconforming use wholly discontinued or abandoned for a continuous period of twelve months.

The subject Boarding House/Independent Living Facility was legally established by County of San Diego Special Use Permit P61-16 prior to the adoption of the Zoning Ordinance with the City’s incorporation and is therefore considered a legal nonconforming use per the LGMC. The

Attachment A

authorization to maintain the use of the property in accordance with Special Use Permit P61-16 was reaffirmed on multiple occasions, most recently in written correspondence from the Development Services Director on April 17, 2017, due to continued operation of the Boarding House/Independent Living Facility.

In early August 2018, Code Enforcement Officer Romero's inspection of the property and his correspondence with Mr. Philbin of Anthem Real Estate Ventures Inc., revealed that no tenants resided in the main building of the Boarding House/Independent Living Facility. Since the January 31, 2018 letter to the Development Services Director declared that the eight (8) Boarding House/Independent Living Facility tenants vacated the premises in July and August of 2017, the Development Services Director concluded that operation of the Boarding House/Independent Living Facility had ceased from August 2017 to August 2018. According to LGMC Section 17.24.090(D), the Development Services Director further determined that abandonment of the nonconforming use occurred resulting in the expiration of the Land Use Authorization for the Boarding House/Independent Living Facility and the requirement for future use of the property conform to RLM zone regulations.

While the January 31, 2018 letter indicates that the property was occupied until January 8, 2018, it is Staff's position that when the last tenants of the nonconforming Boarding House/Independent Living Facility vacated the premises in July and August 2017 the use as a Boarding House/Independent Living Facility ceased. The nonconforming use was discontinued and replaced by the more restrictive use as a single-family dwelling and accessory rental dwelling unit occupied by mother and son. The use as a single-family dwelling continued until January 8, 2018 when Bud Boren ended his occupation of the property. Succeeding correspondence and inspections showed that the property remained vacant between Mr. Boren's January 8, 2018 departure and August 6, 2018 thus completing the 12 month discontinuation and prompting the Development Services Director's August 8, 2018 determination.

Only after the Development Services Director determination was sent to Anthem Real Estate Ventures were records to the contrary provided. These records include a letter, sworn declaration, and lease, showing that Paul Hoyt has resided on the property since May 1, 2018 (**Attachments H & I**). Similarly, a lease and sworn declaration were also provided with these records for Kevin Philbin and indicate that he has been on the property since June 24, 2018 (**Attachment I**). The occupation of the property by these two separate individuals in separate units, is consistent with the more restrictive use of the property as a single-family dwelling and accessory rental dwelling unit and constitutes discontinuation per Staff's aforementioned interpretation.

Also among these records however is the sworn declaration from David Sharp, a former resident of the Boarding House/Independent Living Facility (**Attachment I**). In his declaration Mr. Sharp states that he was among the final tenants to vacate the Boarding House/Independent Living facility between August 28, 2017 and August 30, 2017. If the statements in the declarations are assumed to be true, then the period of discontinuation would not total 12 months as additional sworn declarations and leases provided with these records show that John Feldman and Sharon Johnson began occupying the property on August 18 and August 19, 2018. Should the period of discontinuation be less than 12 months then abandonment did not occur and the use may continue in accordance 17.24.090(C).

Appeal Procedures

In accordance with LGMC Section 17.27.020(I), any applicant or other interested person who is dissatisfied with the denial, approval, conditional approval, or other application decision made in the administration of this title may appeal the decision. Decisions made by the Development

Attachment A

Services Director may be appealed to the Planning Commission. Decisions made by the Planning Commission may be appealed to the City Council. Decisions made by the City Council are final. Appeal applications, accompanied by the filing fee, must be filed within ten days following the date a decision is made, on forms provided by the Development Services Department.

In addition, this public hearing will be considered a *de novo* hearing and decisions shall be based only upon on the evidence presented in this staff report and at the public hearing and shall not be based upon any prior factual findings or legal conclusions.

Public Information:

The Notice of Public Hearing for this item was published in the September 13, 2018 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property. At the September 24, 2018 Planning Commission meeting, the Planning Commission continued the agenda item to the October 22, 2018 Planning Commission meeting without additional public notice in accordance with 17.28.020(G). No comments in response to the Notice of Public Hearing were received by staff prior to the finalization of the staff report. Comments received after staff report finalization will be provided to the Planning Commission during public hearing.

Conclusion:

Staff recommends that the Planning Commission conduct the public hearing and either adopt a Resolution (Attachment B) denying Administrative Appeal No. AA1-800-0004, upholding the Development Services Director's decision that the Land Use Authorization for a nonconforming 15-bed Boarding House/Independent Living Facility at 2555 through 2571 Crestline Drive, Lemon Grove California is expired or adopt a Resolution (Attachment C) approving Administrative Appeal No. AA1-800-0004, overturning the Development Services Director's decision.

Attachment B

RESOLUTION NO.

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LEMON GROVE DENYING ADMINISTRATIVE APPEAL AA1-800-0004, UPHOLDING THE DEVELOPMENT SERVICES DIRECTOR'S DETERMINATION THAT THE LAND USE AUTHORIZATION IS EXPIRED FOR THE NONCONFORMING 15 BED BOARDING HOUSE/INDEPENDENT LIVING FACILITY AT 2555, 2561, AND 2571 CRESTLINE DRIVE, LEMON GROVE, CALIFORNIA.

WHEREAS, Anthem Real Estate Ventures purchased the nonconforming 15 Bed Boarding House/Independent Living Facility at 2555, 2561 and 2571 Crestline Drive, Lemon Grove, California.; and

WHEREAS, the use of the property at 2551, 2561, and 2571 Crestline Drive, Lemon Grove, California as a Boarding House/Independent Living Facility ceased in August of 2017 upon vacation of the premises by Boarding House/Independent Living Facility tenants as documented in the January 31, 2018 letter from Mr. Matthew Philbin of Anthem Real Estate Ventures to the Development Services Director entitled Statement of Occupancy; and

WHEREAS, the use of the property as a Boarding House/Independent Living Facility had not resumed by August of 2018 as verified during inspection of the premises by Code Enforcement Officer Paolo Romero on August 2, 2018 and in email correspondence between Code Enforcement Officer Romero on August 6, 2018; and

WHEREAS, Section 17.24.090(D) states that if any nonconforming use is wholly discontinued or abandoned for a continuous period of twelve months, any subsequent use of such land or building shall conform to the regulations specified for the district in which such land or building is located; and

WHEREAS, the City has found that this Administrative Appeal is not subject to the environmental review requirements of the California Environmental Quality Act (CEQA) Guidelines because it does not constitute a "project" as defined by Section 15378 of the CEQA Guidelines ; and

WHEREAS, the Notice of Public Hearing for this item was published in the September 13, 2018 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property

NOW, THEREFORE, BE IT RESOLVED, WITH THE ABOVE FINDINGS INCORPORATED HEREIN, that the Planning Commission of the City of Lemon Grove, California hereby:

SECTION 1. Denies Administrative Appeal No. AA1-800-0004 filed by Matthew Philbin on behalf of Anthem Real Estate Ventures based on the above-findings; and

SECTION 2. Upholds the Development Services Director's August 8, 2018 determination that the Land Use Authorization that the Land Use Authorization for the nonconforming 15 bed Boarding House/Independent Living Facility at 2555, 2561, and 2571 Crestline Drive is expired. |

Attachment C

RESOLUTION NO.

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LEMON GROVE APPROVING ADMINISTRATIVE APPEAL AA1-800-0004, OVERTURNING THE DEVELOPMENT SERVICES DIRECTOR'S DETERMINATION THAT THE LAND USE AUTHORIZATION IS EXPIRED FOR THE NONCONFORMING 15 BED BOARDING HOUSE/INDEPENDENT LIVING FACILITY AT 2555, 2561, AND 2571 CRESTLINE DRIVE, LEMON GROVE, CALIFORNIA.

WHEREAS, Anthem Real Estate Ventures purchased the nonconforming 15 Bed Boarding House/Independent Living Facility at 2555, 2561 and 2571 Crestline Drive, Lemon Grove, California.; and

WHEREAS, the nonconforming Boarding House/Independent Living Facility at 2551, 2561, and 2571 Crestline Drive, Lemon Grove, California was temporarily discontinued for a period of less than 12 months beginning on, or about, August 28, 2017 and ending August 18, 2018; and

WHEREAS, Section 17.24.090(C) states that legally established nonconforming uses of land existing at the time of the adoption of the Zoning Ordinance may be continued though the particular use, building, or structure may not conform to the regulations of the zone; and

WHEREAS, Section 17.24.090(D) states that a legal nonconforming use may persist until such time as it is wholly discontinued or abandoned for a continuous period of twelve months; and

WHEREAS, the City has found that this Administrative Appeal is not subject to the environmental review requirements of the California Environmental Quality Act (CEQA) Guidelines because it does not constitute a "project" as defined by Section 15378 of the CEQA Guidelines; and

WHEREAS, the Notice of Public Hearing for this item was published in the September 13, 2018 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property

NOW, THEREFORE, BE IT RESOLVED, WITH THE ABOVE FINDINGS INCORPORATED HEREIN, that the Planning Commission of the City of Lemon Grove, California hereby:

SECTION 1. Approves Administrative Appeal No. AA1-800-0004 filed by Matthew Philbin on behalf of Anthem Real Estate Ventures based on the above-findings; and

SECTION 2. Overturns the Development Services Director's August 8, 2018 determination that the Land Use Authorization that the Land Use Authorization for the nonconforming 15 bed Boarding House/Independent Living Facility at 2555, 2561, and 2571 Crestline Drive is expired.

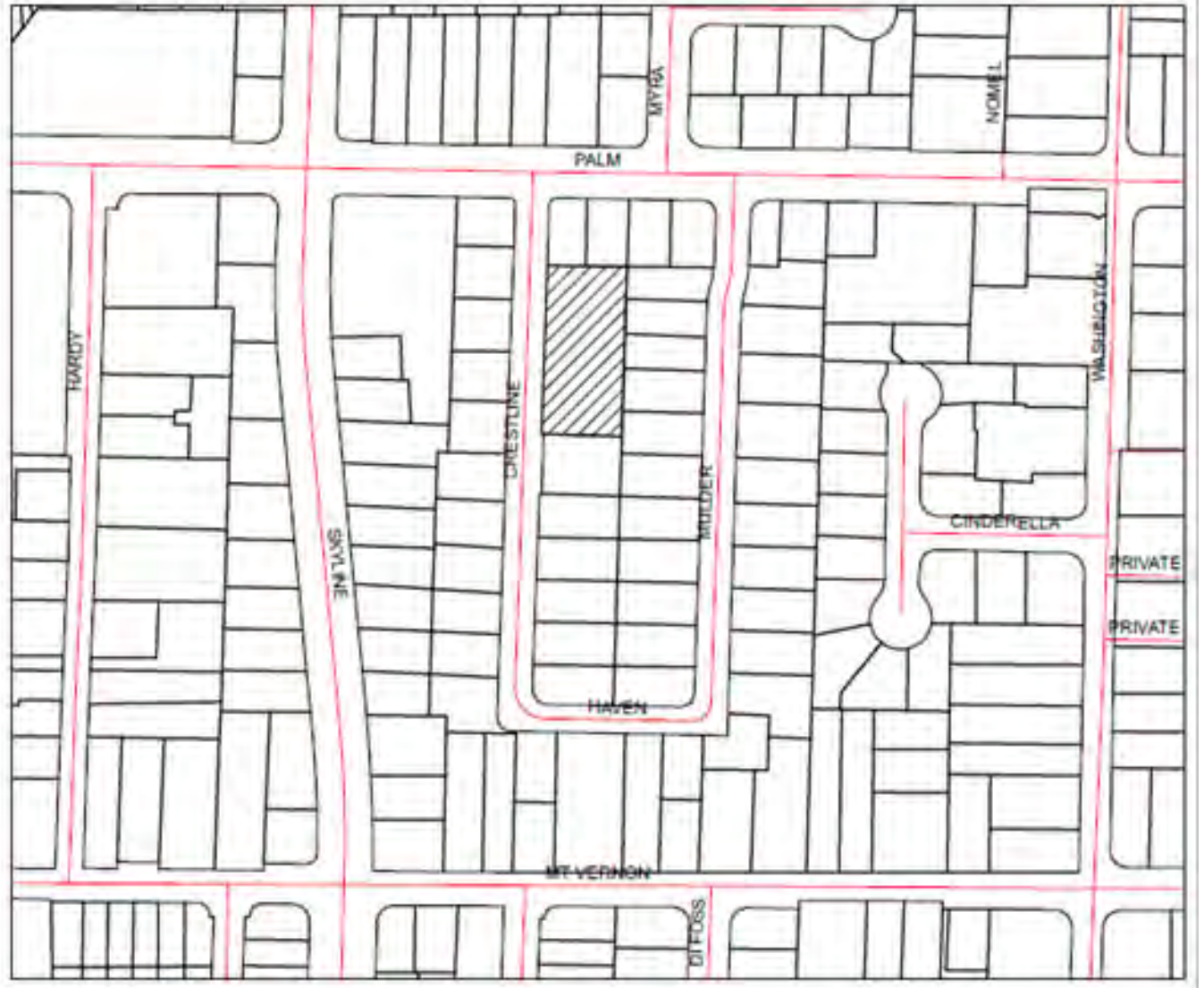
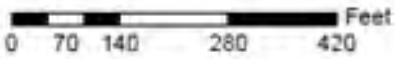
Attachment D

AA1-800-0004



Legend

-  2555-2571 Crestline Drive
-  LG Parcels
-  Roads



STATEMENT OF OCCUPANCY

2555-71 Crestline Drive
Lemon Grove CA 91945

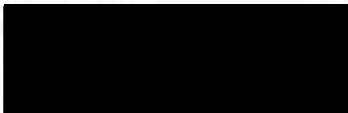
31 JAN 2018

Anthem Real Estate Ventures, Inc.
Matthew Philbin, President
4300 Newton Ave #4
San Diego CA 92113
619.694.9253 (c)
mphilbin@anthemrev.com

Dear Lemon Grove Director of Development Services,

The purpose of this letter is to establish the vacancy or occupancy status of 2555, 2561 and 2571 Crestline Drive. I purchased the property in July of 2017 and there were 8 tenants plus the owner and her son living there at the time. I voluntarily offered each tenant \$1,000 to be paid upon move-out. They all happily accepted in July and August. The owner remained on the property until September. The son remained as caretaker until January 8th, 2018 when he left of his own volition. The property has been vacant since January 9th, 2018.

Sincerely,



Matthew Philbin

Attachment F

Paolo Romero

From: Matthew Philbin <mphilbin@anthemrev.com>
Sent: Monday, August 6, 2018 9:53 AM
To: Paolo Romero
Subject: Re: Tenant leases for Crestline property

Ok will do once details are sorted out with them

On Aug 6, 2018, at 9:46 AM, Paolo Romero <promero@lemongrove.ca.gov> wrote:

Matt,

I shared your floor plan with Dave after the site visit. We would like copies of any tenant leases you may already have for the file. If none, please forward them after the non-profit leases the units. Thanks

Paolo

From: Matthew Philbin [<mailto:mphilbin@anthemrev.com>]
Sent: Monday, August 6, 2018 9:41 AM
To: Paolo Romero <promero@lemongrove.ca.gov>
Subject: Re: Tenant leases for Crestline property

I am close to to an agreement with a well established reputable non-profit to lease all the units. I made it very clear to them that only one bed per bedroom is authorized. That is their plan anyway and what they do at other places. This is less work and less money for me but will be better for all community stakeholders to have cohesive unified case managers providing supportive services to the residents as opposed to 16 random strangers.

We have not changed the pre-existing floor plan. We are cleaning up and beautifying the flooring paint tile cabinets etc. Landscaping improvements are next.

The non-profits I work with get grants and donations to house all sorts of different people with special needs. What is the relevant data from a lease you are interested in?

On Aug 6, 2018, at 8:26 AM, Paolo Romero <promero@lemongrove.ca.gov> wrote:

Matt,

Good morning. Following up on last week's site visit-Do you have any leases for tenants that you can provide now? Thanks

Paolo Romero
City of Lemon Grove
Ph: (619) 825-3820
Fax: (610) 825-3815



CITY OF LEMON GROVE

"Best Climate On Earth"

Community Development Department

August 8, 2018

Matt Philbin
Anthem Real Estate Ventures, Inc
4300 Newton Avenue #4
San Diego, CA 92113-3480
mphilbin@anthemrev.com

**Subject: Expiration of Land Use Authorization of Boarding House
2555-2571 Crestline Drive**


Mr. Philbin:

The purpose of this correspondence is to inform you that the Land Use Authorization of a Boarding House at 2555-2571 Crestline Drive has expired due to its vacancy of tenants for over a year. Lemon Grove Municipal Code Section 17.24.090 D states "*If any nonconforming use is wholly discontinued or abandoned for a continuous period of twelve months, any subsequent use of such land or building shall conform to the regulations specified for the district in which such land or building is located.*"

Your correspondence to the City titled Statement of Occupancy and dated January 31, 2018 states that all of the tenants at 2555, 2561 and 2571 Crestline Drive had voluntarily vacated by August 2017. In addition, your email dated August 6, 2018 to the City's Code Enforcement Officer stated that no tenant leases have been signed at this time.

Please note all prior decisions and correspondence regarding the authorized use of a boarding house/independent living facility (reference April 19, 2017 Letter to Ms. Boren) are now void. Use of the property after the date of this letter must conform to current land use regulations.

Sincerely,


David DeVries
Development Services Director


Enclosures:

- 1) April 19, 2017 Letter to Prior Property Owner
- 2) January 31, 2018 Statement of Occupancy
- 3) August 6, 2018 Email

3232 Main Street Lemon Grove California 91945-1705

619.825.3805 FAX: 619.825.3818 www.ci.lemon-grove.ca.us



	<h2 style="margin: 0;">PLANNING PERMIT APPLICATION</h2>
CITY OF LEMON GROVE AUG 16 2018	Development Services Department / Planning Division 3232 Main Street, Lemon Grove, CA 91945 Phone: 619-825-3805 Fax: 619-825-3818 www.lemongrove.ca.gov
APPLICATION REQUEST- SELECT ALL THAT APPLY – (SUBJECT TO OTHER PERMIT REQUIREMENTS)	
<input type="checkbox"/> Zoning Clearance (ZC) <input type="checkbox"/> Pre-Application (PA) <input type="checkbox"/> Minor Use Permit (MUP) <input type="checkbox"/> Conditional Use Permit (CUP) <input type="checkbox"/> Planned Development Permit (PDP) <input type="checkbox"/> Minor Modification (MM) <input type="checkbox"/> Variance (VA) <input type="checkbox"/> Boundary Adjustment/Lot Merger (BA) <input type="checkbox"/> Tentative Map (TM) - 5 or more lots <input type="checkbox"/> Other	<input type="checkbox"/> Tentative Parcel Map (TPM) - 4 or fewer lots <input type="checkbox"/> Certificate of Compliance (CC) <input type="checkbox"/> Zoning Amendment (ZA) <input type="checkbox"/> Specific Plan Amendment (SPA) <input type="checkbox"/> General Plan Amendment (GPA) <input type="checkbox"/> Modification of _____ <input type="checkbox"/> Time Extension for _____ <input checked="" type="checkbox"/> Appeal of Purported Expiration of Land Use Authorization <input type="checkbox"/> Substantial Conformance Review of _____
APPLICANT: Anthem Real Estate Ventures, Inc. ADDRESS: 4300 Newton Ave #4, San Diego, CA 92113	PHONE: (619) 694-9253 FAX: EMAIL: mphilbin@anthemrev.com
PROPERTY OWNER: Anthem Real Estate Ventures, Inc. ADDRESS: 4300 Newton Ave #4, San Diego, CA 92113	PHONE: (619) 694-9253 FAX: EMAIL: mphilbin@anthemrev.com
CONTACT PERSON: SOLLERTIS ADDRESS: Mail to: PO Box 5005 PMB #107, Rancho Santa Fe, CA 92067 Physical Address: 6105 Paseo Delicias, Suite 7, Rancho Santa Fe, CA 92067	PHONE: (858) 771-0081 FAX: EMAIL: rroberts@sollertis.com; kdenny@sollertis.com; gcorrea@sollertis.com
*If applicant or property owner is a trust, partnership, or corporation, please attach record(s) of ownership listing all trustees, partners, or officers, as applicable. *See Attachment 1.	
PROJECT NAME: 2555-2571 Crestline Drive PROJECT ADDRESS: 2555-2571 Crestline Drive, Lemon Grove, CA 91945 ASSESSOR PARCEL #: 480-591-14-00 SITE ACREAGE: 0.66	
DETAILED DESCRIPTION OF PROPOSED PROJECT USE, STRUCTURE, AND IMPROVEMENT: See Attachment 2.	
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p style="margin: 0;">RECEIVED</p> <p style="margin: 0;">AUG 16 2018</p> <p style="margin: 0;">CITY CLERK</p> </div>	

Attachment H

APPLICANT CERTIFICATION:	
I hereby certify that the statements furnished in this application and in the supplemental materials present the data and information required for this project to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge. In addition, I grant permission to the City of Lemon Grove to reproduce submitted materials, including but not limited to plans, exhibits, photographs, and studies for distribution to staff, Planning Commission, City Council and other agencies in order to process this application.	
Signature: [Redacted]	Date: August 16, 2018
Name (please print): Matthew Philbin, President of Anthem Real Estate Ventures, Inc	Phone: [Redacted]
CONSENT BY PROPERTY OWNER	
If applicant is other than property owner, owner must sign consent to filing. Attach additional sheets if necessary. If property owner is a corporation or trust, a designee authorization letter is required.	
I/We, as the owner(s) of the subject property, consent to the filing of this application. We further consent and hereby authorize City representative(s) to enter upon my property for the purpose of examining and inspecting the property in preparation of any reports and/or required environmental review for the processing of the application.	
Signature:	Date:
Name (please print):	Phone:
Signature:	Date:
Name (please print):	Phone:
Note: This application being signed under penalty of perjury and does not require notarization.	
TO BE COMPLETED BY PLANNING STAFF	
APPLICATION PROCESSING:	
FILE #(s):	ACTION:
DATE:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED
FEES: RECEIPT #:	<input type="checkbox"/> CONDITIONALLY APPROVED (See Below)
ZONE:	LAND USE DESIGNATION:
COMMENTS and/or CONDITIONS:	

R 11


CITY OF LEMON GROVE

AUG 16 2018

DEVELOPMENT SERVICES

ATTACHMENT 1

Attachment H

	State of California Secretary of State Statement of Information (Domestic Stock and Agricultural Cooperative Corporations) FEES (Filing and Disclosure): \$25.00. If this is an amendment, see instructions. IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM	S	CITY OF LEMON GROVE AUG 16 2018 DEVELOPMENT SERVICES FJ36476 FILED In the office of the Secretary of State of the State of California JAN-25 2017
1. CORPORATE NAME ANTHEM REAL ESTATE VENTURES, INC.			
2. CALIFORNIA CORPORATE NUMBER C3981020		This Space for Filing Use Only	
No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)			
3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety. <input type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.			
Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)			
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
4300 NEWTON AVE #4, SAN DIEGO, CA 92113			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
4300 NEWTON AVE #4, SAN DIEGO, CA 92113			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)			
7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE ZIP CODE
MATTHEW PHILBIN	4300 NEWTON AVE #4, SAN DIEGO, CA 92113		
8. SECRETARY	ADDRESS	CITY	STATE ZIP CODE
MATTHEW PHILBIN	4300 NEWTON AVE #4, SAN DIEGO, CA 92113		
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE ZIP CODE
MATTHEW PHILBIN	4300 NEWTON AVE #4, SAN DIEGO, CA 92113		
Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)			
10. NAME	ADDRESS	CITY	STATE ZIP CODE
MATTHEW PHILBIN	4300 NEWTON AVE #4, SAN DIEGO, CA 92113		
11. NAME	ADDRESS	CITY	STATE ZIP CODE
12. NAME	ADDRESS	CITY	STATE ZIP CODE
13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 0			
Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.			
14. NAME OF AGENT FOR SERVICE OF PROCESS MATTHEW PHILBIN			
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
4300 NEWTON AVE #4, SAN DIEGO, CA 92113			
Type of Business			
16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION REAL ESTATE			
17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.			
01/25/2017	MATTHEW PHILBIN	PRINCIPAL	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
SI-200 (REV 01/2013)		Page 1 of 1	
APPROVED BY SECRETARY OF STATE			

CITY OF LEMON GROVE
AUG 16 2018
DEVELOPMENT SERVICES

ATTACHMENT 2

Attachment H

CITY OF LEMON GROVE

AUG 16 2018

DEVELOPMENT SERVICES

ATTACHMENT 2 TO PLANNING PERMIT APPLICATION (APPEAL)

DETAILED DESCRIPTION

Part of Anthem Real Estate Ventures Inc.'s ("Anthem") mission is to provide housing for disabled adults, with an emphasis where possible on disabled veterans. Anthem owns, and is preparing for exactly such use, the property located at 2555-2571 Crestline Drive, Lemon Grove, CA 91945 ("the Property"). The Property enjoys a grandfathered nonconforming use as a boarding house. The property was in a severely dilapidated condition when Anthem purchased it. To prepare it to house disabled veterans and other disabled adults has required extensive renovations, which have been ongoing. During only part of that time was the Property vacant—from January 8, 2018 until April 31, 2018. This is less than four months. This is proven by the following timeline of events:

- 7/7/17: Anthem purchases the Property;
- 7/7/17 - 1/8/18: The Property was occupied by its former owner Aileen Boren until September 25, 2017, and by the former owner's stepson Bud Boren until January 9, 2018 (**Exhibit A**, January 31, 2018 Statement of Occupancy by Anthem President Matthew Philbin; **Exhibit B**, August 11, 2018 Email from Aileen Boren to David DeVries and Paulo Romero; **Exhibit C**, August 11, 2018 letter from Nancy Henry to David DeVries);
- 1/9/18 – 4/30/18: The Property was vacant;
- 5/1/18 - Present: Paul Hoyt becomes a tenant at the Property (**Exhibit D**; August 11, 2018 letter from Paul Hoyt to David DeVries).

Development Services Director DeVries has mistakenly said in an August 8, 2018 Letter (**Exhibit E**; the "August 8, 2018 Letter") that the property was vacant for 12 continuous months and based thereon asserted that the grandfathered conforming use is no longer available to Anthem. The August 8, 2018 Letter also mistakenly says that Anthem said in the January 31, 2018 Statement of Occupancy, that all tenants had "vacated *by* August 2017." (Emphasis added.)

Attachment H

Instead the January 31, 2018 Statement of Occupancy says that tenants moved out “*in* July and August.” (Emphasis added.) Because the facts and the record contradict Mr. DeVries’ assertions, that letter must be retracted and the determination which it makes must be reversed.

CITY OF LEMON GROVE

AUG 16 2018

DEVELOPMENT SERVICES

Attachment H

CITY OF LEMON GROVE

AUG 16 2018

DEVELOPMENT SERVICES

EXHIBIT A



STATEMENT OF OCCUPANCY

2555-71 Crestline Drive
Lemon Grove CA 91945

CITY OF LEMON GROVE

AUG 16 2018

DEVELOPMENT SERVICES

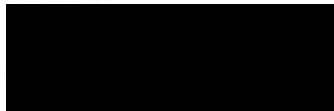
31 JAN 2018

Anthem Real Estate Ventures, Inc.
Matthew Philbin, President
4300 Newton Ave #4
San Diego CA 92113
619.694.9253 (c)
mphilbin@anthemrev.com

Dear Lemon Grove Director of Development Services,

The purpose of this letter is to establish the vacancy or occupancy status of 2555, 2561 and 2571 Crestline Drive. I purchased the property in July of 2017 and there were 8 tenants plus the owner and her son living there at the time. I voluntarily offered each tenant \$1,000 to be paid upon move-out. They all happily accepted in July and August. The owner remained on the property until September. The son remained as caretaker until January 8th, 2018 when he left of his own volition. The property has been vacant since January 9th, 2018.

Sincerely,



Matthew Philbin



Attachment H

CITY OF LEMON GROVE
AUG 16 2018
DEVELOPMENT DEPT

EXHIBIT B

Attachment H

From: David DeVries <ddevries@lemongrove.ca.gov>
Subject: RE:
Date: August 13, 2018 at 3:17:26 PM PDT
To: 'Aileen Boren' <[REDACTED]>, Paolo Romero <promero@lemongrove.ca.gov>
Cc: MATT PHILBIN <mphilbin@anthemrev.com>

Thanks Ms. Boren, we will retain this in our records.

Thanks,

David B. De Vries, AICP
Development Services Director
City of Lemon Grove
Development Services Department
3232 Main St.
Lemon Grove, CA 91945
(619) 825-3812 phone
(619) 825-3818 fax
ddevries@lemongrove.ca.gov
www.lemongrove.ca.gov

From: Aileen Boren <[REDACTED]>
Sent: Saturday, August 11, 2018 1:57 PM
To: David DeVries <ddevries@lemongrove.ca.gov>; Paolo Romero <promero@lemongrove.ca.gov>
Cc: MATT PHILBIN <mphilbin@anthemrev.com>
Subject:

Dear David and Paolo:

The reason for this email is to state for the record that from July 7, 2017, to September 25, 2017, I was a tenant at the Independent Living Facility located at 2555-2517 Crestline Drive, Lemon Grove, CA. My stepson, Bud Boren, was a tenant at the same location from July 7, 2017, until January 8, 2018.

Thank you, Aileen Boren

CITY OF LEMON GROVE
AUG 16 2018
DEVELOPMENT SERVICES

Attachment H

CITY OF LEMON GROVE

AUG 16 2018

DEVELOPMENT SERVICES

EXHIBIT C

NANCY HENRY

Lemon Grove, CA 91945

August 11th, 2018

David DeVries
Development Services Director
Lemon Grove, CA

CITY OF LEMON GROVE
AUG 16 2018
DEVELOPMENT SERVICES

Dear David DeVries:

It has come to my attention that on August 8th, 2018 you wrote a letter to Mr. Philbin which stated that the permitted use of Independent Living for 2555-71 Crestline Dr "has expired due to its vacancy of tenants for over a year."

The first time the property was ever without tenants was early January of 2018. That lasted until early May of 2018 when a new gentleman moved in.

I live directly across the street. I am retired. I see almost everything that happens here. I know my neighbors at 2555-71 and Mr. Philbin. The claim that the property has been vacant for over a year is unequivocally false. The nonconforming use of the property has absolutely never been 'wholly discontinued or abandoned for a continuous period of of twelve months'. The property has never been abandoned. The use has never been wholly discontinued other than from early January to early May of 2018.

Sincerely,



Nancy Henry

Attachment H

CITY OF LEMON GROVE

AUG 16 2018

DEVELOPMENT SERVICES

EXHIBIT D

PAUL HOYT

[REDACTED]
Lemon Grove, CA 91945

CITY OF LEMON GROVE

AUG 16 2018

DEVELOPMENT SERVICES

August 11th, 2018

David DeVries
Development Services Director
Lemon Grove, CA

Dear David DeVries:

My name is Paul Hoyt and I became a tenant at the Independent Living Facility/Boardinghouse located at 2555-71 Crestline Dr on May 1st, 2018. I was introduced to Mr. Philbin and given the keys to the unit by Pierina Belocchio of 2550 Crestline Dr.

I was recently made aware that a letter was received by Mr. Philbin in which you stated that the property has not had tenants in over a year. Any claim that the use of the property has been wholly discontinued after May 1st, 2018 is absolutely not true.

Sincerely,

[REDACTED]

Paul Hoyt

Attachment H

CITY OF LEMON GROVE

AUG 16 2018

DEVELOPMENT DEPARTMENT

EXHIBIT E



CITY OF LEMON GROVE

"Best Climate On Earth"

Community Development Department

August 8, 2018

Matt Philbin
Anthem Real Estate Ventures, Inc
4300 Newton Avenue #4
San Diego, CA 92113-3480
mphilbin@anthemrev.com

CITY OF LEMON GROVE

AUG 16 2018

DEVELOPMENT SERVICES

**Subject: Expiration of Land Use Authorization of Boarding House
2555-2571 Crestline Drive**

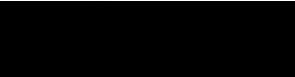
Mr. Philbin:

The purpose of this correspondence is to inform you that the Land Use Authorization of a Boarding House at 2555-2571 Crestline Drive has expired due to its vacancy of tenants for over a year. Lemon Grove Municipal Code Section 17.24.090 D states "*If any nonconforming use is wholly discontinued or abandoned for a continuous period of twelve months, any subsequent use of such land or building shall conform to the regulations specified for the district in which such land or building is located.*"

Your correspondence to the City titled Statement of Occupancy and dated January 31, 2018 states that all of the tenants at 2555, 2561 and 2571 Crestline Drive had voluntarily vacated by August 2017. In addition, your email dated August 6, 2018 to the City's Code Enforcement Officer stated that no tenant leases have been signed at this time.

Please note all prior decisions and correspondence regarding the authorized use of a boarding house/independent living facility (reference April 19, 2017 Letter to Ms. Boren) are now void. Use of the property after the date of this letter must conform to current land use regulations.

Sincerely,



David DeVries
Development Services Director

Enclosures:

- 1) April 19, 2017 Letter to Prior Property Owner
- 2) January 31, 2018 Statement of Occupancy
- 3) August 6, 2018 Email

3232 Main Street Lemon Grove California 91945-1705

619.825.3805 FAX: 619.825.3818 www.ci.lemon-grove.ca.us





PO Box 5005 PMB#107
6105 Paseo Delicias, Suite 7
Rancho Santa Fe, CA 92067

sroberts@sollertis.com
858-771-0081 x 304
www.sollertis.com

September 13, 2018

Via U.S.P.S. – CERTIFIED, RETURN RECEIPT REQUESTED;
and via Email to mviglione@lemongrove.ca.gov

Mike Viglione, Assistant Planner
CITY OF LEMON GROVE
DEVELOPMENT SERVICES DEPARTMENT
3232 Main Street
Lemon Grove, CA 91945

Re: 2555, 2561 and 2571 Crestline Drive (the “Real Property”)
Appeal of Wrongful Revocation of Non - conforming Land Use
Authorization (“Appeal”)

Dear Mr. Viglione:

Sollertis is in receipt of former Lemon Grove Development Services Director, David De Vries’ (“Mr. De Vries”) email dated August 18, 2018, providing his views on Anthem Real Estate Ventures, Inc.’s (“Anthem”) Appeal. Unfortunately, those views overlook important factual and legal matters. This letter will respond to that email, and will attempt to elucidate the areas where his views do not encompass the relevant facts or law. In short, Anthem has never “abandoned” its non-conforming “use” of the Real Property; rather, it took steps to rehabilitate the Real Property for health and safety reasons for the existing non-conforming use. In addition, even if one were to interpret Anthem’s extensive repairs and maintenance (which necessitated temporary non-occupancy) as a “non-use”, such was not for a period of twelve months as required under the Lemon Grove Municipal Code.

Mr. De Vries’ email expounds upon the City’s reliance upon Lemon Grove Municipal Code section 17.24.090(D) as a basis for revocation of Anthem’s existing

Attachment I

Mike Viglione
September 13, 2018
Page 2

non-conforming use. That section provides as follows:

“If any nonconforming use is wholly discontinued or abandoned for a continuous period of twelve months, any subsequent use of such land or building shall conform to the regulations specified for the district in which such land or building is located.”

A plain reading of the section requires there to be an abandonment of the non-conforming use, which never took place. Further, such must be for a twelve-month period, which also never took place. At Attachment 1 please find true and correct copies of sworn declarations from a neighbor and tenants of the Real Property. Those Declarations are from David Sharp, Nancy Henry, Paul Hoyt, Kevin Philbin, Jon Feldman, Sharon Johnson. Those Declarations prove that the last occupancy of a tenant was on January 8, 2018. (See Declaration of Nancy Henry). The Real Property’s previous owner, Aileen Boren, occupied the Real Property until September 25, 2017. Aileen Boren’s son, Bud Boren, Occupied the Real Property until January 8, 2018. During the period from January 8, 2018 to April 30, 2018, there was no occupancy of the Real Property. On May 1, 2018, occupancy of the Real Property recommenced when Paul Hoyt moved in. (See Declarations of Paul Hoyt and Nancy Henry.) Kevin Philbin moved in on June 24, 2018. (See Declaration of Kevin Philbin.) Thereafter, Jon Feldman and Sharon Johnson moved in on August 18, 2018 and August 19, 2018, respectively. This means that Anthem did not abandon the non-conforming use for a twelve-month period.

Viewing the facts in the light least favorable for Anthem nonetheless proves that the non-conforming use of the Real Property has not been abandoned for 12 continuous months. In his email, Mr. De Vries emphasizes that “[t]he use as a single-family dwelling began the day the last tenant moved out in July or August 2017.” Even if the City of Lemon Grove finds that Aileen Boren and Bud Boren living independently at different addresses under different tenancy agreements at the Real Property until September 25, 2017 and January 8, 2018, respectively, does not constitute a continuation of the non-conforming use, the same cannot be said about David Sharp’s tenancy. David Sharp was one of the last tenants to move out of the Real Property; he moved out between the 28th and 30th of August 2017. (See Declaration of David Sharp.) Not “July or August 2017” as Mr. De Vries has incorrectly asserted. Sharon Johnson moved into the Real Property on August 19, 2018, at which time there were at least three other tenants at the Real Property,

Mike Viglione
September 13, 2018
Page 3

including Paul Hoyt (moved in on May 1, 2018), Kevin Philbin (June 24, 2018), and Jon Feldman (August 18, 2018). (See Declarations of Sharon Johnson, Paul Hoyt, Kevin Philbin, and Jon Feldman.) From August 28, 2017 (when David Sharp moved out) and August 19, 2018 (when Sharon Johnson moved in) is clearly less than twelve months.

In addition to the foregoing, please let me share with you some relevant factual background:

- (1) The City of Lemon Grove has repeatedly authorized the non-conforming use of the Real Property with up to 16 occupants which began pursuant to a March 21, 1961 Special Use Permit.
- (2) The City of Lemon Grove repeated that authorization in an April 19, 2017 Letter.
- (3) Anthem relied on these authorizations when it purchased the Real Property on July 7, 2017.
- (4) Anthem always intended to continue operations of the Real Property as an Independent Living Facility unless granted zoning clearance for apartment remodel. To now deprive Anthem of such non-conforming use would constitute an unconstitutional taking.
- (5) The permitted non-conforming use of Anthem is beneficial to the community: the Real Property provides critically-needed housing for low-income seniors with disabilities and veterans. It is disappointing that the city is hostile to this precious housing resource due to the voices of a few vocal homeowners instead of the silent majority who support.
- (6) Anthem never intended to “abandon” the non-conforming use, and the Real Property was only unoccupied for a short period to while applying for a zoning clearance to convert the Real Property to a multi-family dwelling.
- (7) The Real Property was occupied as an Independent Living Facility until at least January 8, 2018 and then again commencing on May 1, 2018.

Attachment I

Mike Viglione
September 13, 2018
Page 4

- (8) The City of Lemon Grove's arbitrary, incorrect, and *ultra vires* action in purporting to withdraw the nonconforming use will defeat the distinct investment-backed expectations of Anthem, and is of such a character as to effect a dramatic U-turn from the repeated previous authorizations of that use.
- (9) As established by the sworn declarations attached hereto, the only time during which the property was vacant was from January 8, 2018 to April 30, 2018.
- (10) Anthem has entered into Rental Agreements with multiple tenants. (See Rental Agreements at Attachment 2.)
- (11) At a May 15, 2018 City Council hearing, the City of Lemon Grove Mayor, Mayor Racquel Vasquez, stated that "[Anthem] has the option to move forward without any hesitation with the current designated uses of the property," ... "I'm not sure that is what the community wants, to have this property used in its current capacity... It can be utilized in a fashion that does not fit the desire of the residents who live there."
- (12) At Attachment 3 is a true and correct of an email chain between Matthew Philbin and Mr. De Vries. At the time of Matthew Philbin's email the lawful tenants were Paul Hoyt and Kevin Philbin. Mr. Philbin could have easily moved in more people, but he relied on the communication from Mr. DeVries that "we **only** need the aug. 2nd inspection to verify the permitted uses and construction." (Emphasis added.) On the day of the inspection City Code Enforcement Officer Paolo Romero was very pleased with the high-quality renovation performed and discussed the use of 16 occupant Independent Living/Boardinghouse in great detail with Mr. Philbin and no indications were given that any violations were present, or abandonment had occurred. Counting the number of occupants present on that day was never asked or discussed or believed to be relevant even by Mr. Romero himself.

Please let me now turn to some aspects of the law an understanding of which do not appear in Mr. De Vries' August 18, 2018 email. First, Mr. De Vries' view of "use" appears not to accord with the law. In California, the abandonment of a

Mike Viglione
September 13, 2018
Page 5

nonconforming use requires two elements: (1) an intention to abandon; and (2) an overt act, or failure to act, which carries the implication the owner does not claim or retain any interest in the right to the nonconforming use. Mere cessation of use does not of itself amount to abandonment although the duration of nonuse may be a factor in determining whether the nonconforming use has been abandoned. *Hansen Brothers Enterprises, Inc. v. Nevada County Board of Supervisors*, 12 Cal. 4th 533 (1996).

Applying the rule from *Hansen Brothers*, we find that the view expressed in Mr. DeVries' August 18, 2018 email: (1) completely overlooks the first required factor, an intent to abandon, one which is manifest nowhere in the record, contradicted by the facts, and expressly disavowed by Anthem; (2) fails to understand that maintaining a vacancy in the property while applying for a zoning clearance to convert the Real Property to a multi-family dwelling, or to effect long-overdue repairs, is not an act which carries the implication of an intention to abandon the nonconforming use, but rather one which emphatically underlines the actual intent to continue that use.

Please let me also observe that the U-turn in the City of Lemon Grove's position on the nonconforming use appears to implicate the possibility of a regulatory taking. See *Lutheran Church v. County of Los Angeles*, 482 U.S. 304 (1987) (authorizing action for regulatory taking) (*overruling in part Agins v. City of Tiburon*, 24 Cal.3d 266 (1979) (*aff'd on other grounds, Agins v. City of Tiburon*, 447 U. S. 255 (1980); and see, *Lockaway Storage v. County of Alameda et al.*, 216 Cal.App.4th 161 (1st Dist. 2013) (authorizing action for regulatory taking for temporary suspension of vested right to complete project).

///

///

///

///

///

///

Attachment I

Mike Viglione
September 13, 2018
Page 6

Thank you very much for your attention to this matter and your consideration of the matters raised by this letter. Sollertis and Anthem look forward to continuing to work with you and the City of Lemon Grove toward an amicable resolution of these issues.

Very truly yours,

A black rectangular redaction box covering the signature of Steven J. Roberts.

Steven J. Roberts, Esq.

Enclosures as stated.

cc: CITY ATTORNEY, James P. Lough w/encls.
DEPUTY CITY ATTORNEY, Kristen Steinke w/encls.
CITY MANAGER, Lydia Romero w/encls.

Mr. Matt Philbin w/encls.

ATTACHMENT 1

Attachment I

TENANT OCCUPANCY DECLARATION

2555-2571 CRESTLINE DRIVE, LEMON GROVE, CA 91945

I, David Sharp declare as follows:

1. I make this declaration of my own personal knowledge. If called as a witness I could and would competently testify to the matters stated herein.
2. I was a tenant at the Independent Living Facility previously owned by Aileen Boren located at 2571 Crestline Dr., Lemon Grove, CA 91945 in July of 2017 when Mr. Philbin became the new owner.
3. I was one of the final, not the final, tenant to move out. I moved out somewhere between the 28th and 30th of August in 2017.
4. Mr. Philbin recently explained that there is a debate about if or when the property started to be used as a Single-Family Home. For my part, I can say with certainty that during the final days of August 2017 it was definitely still an Independent Living Facility.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at National City, CA on this 3 day of

September, 2018.



David Sharp

TENANT OCCUPANCY DECLARATION

2555-2571 CRESTLINE DRIVE, LEMON GROVE, CA 91945

I, Nancy Henry declare as follows:

1. At all times mentioned herein I have been a resident of Lemon Grove, CA. I make this declaration of my own personal knowledge. If called as a witness I could and would competently testify to the matters stated herein.

2. I have resided at 2558 Crestline Dr., Lemon Grove, CA 91945 from 1975 to present. I live directly across the street from 2555-2571 Crestline Dr., Lemon Grove, CA 91945 (the "Property".)

3. The first time the Property was ever without tenants was early January of 2018. That lasted until early May of 2018 when a new gentleman moved in.

4. I met Mr. Philbin in the summer of 2017 and he continued to use the Property as an Independent Living Facility/Boardinghouse until January 8th, 2018. In early May of 2018 he resumed the previous use and thus began renovations in accordance with that use. At no time has the Property ever been used as a Single-Family Home.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Lemon Grove, CA on this 10 day of September 2018.



Nancy Henry

Attachment I

TENANT OCCUPANCY DECLARATION

2555-2571 CRESTLINE DRIVE, LEMON GROVE, CA 91945

I, Paul Hoyt declare as follows:

1. At all times mentioned herein I have been a resident of Lemon Grove, CA. I make this declaration of my own personal knowledge. If called as a witness I could and would competently testify to the matters stated herein.

2. I have resided at 2561 Crestline Dr Apt A, Lemon Grove, CA 91945 from May 1st 2018 to present.

3. At no time have I ever believed or heard said or implied that I am a tenant of a single-family home or that the property where I live has at any time been used as a single-family home. On the contrary, I have always known and been told that 2555-71 Crestline Dr is an Independent Living Facility.

4. Prior to living at 2561 Crestline Dr, I lived at 2545 Crestline Dr. In April of 2018 I was going to involuntarily become homeless and asked Pierina Bellochio of 2550 Crestline Dr for help. She asked Mr. Philbin to take me in and he did. Mr. Philbin made it very clear on numerous occasions that he would either get council approval to remodel or would continue to operate the Independent Living Facility with existing floor plan like he already was at the time in May of 2018.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Lemon Grove, CA on this 14th day of

September, 2018.

Paul Hoyt

TENANT OCCUPANCY DECLARATION

2555-2571 CRESTLINE DRIVE, LEMON GROVE, CA 91945

I, Kevin Philbin declare as follows:

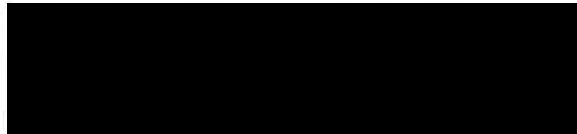
1. At all times mentioned herein I have been a resident of Lemon Grove, CA. I make this declaration of my own personal knowledge. If called as a witness I could and would competently testify to the matters stated herein.

2. On June 24th, 2018, I signed a legal and binding lease agreement to immediately become a tenant of 2561 Crestline Drive Apt C. I was present on the property almost every day during June, July and August of 2018 and still am.

3. At no time did the owner, or Paul Hoyt, a different tenant, say or do anything to imply I was living in a single-family home or that 2555-71 was or had ever been used as a single-family home. On the contrary, I had dozens of conversations dating back to summer of 2017 about how the property was some sort of Independent Living/Boardinghouse/Residential Facility.

4. After the City Council declined to permit a remodel to add kitchens and bathrooms in May of 2018 I worked on-site almost every day performing maintenance so that it could be fully occupied as a residential facility of some sort instead of partially occupied.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Lemon Grove, CA on this 4th day of September, 2018.



Kevin Philbin

Attachment I

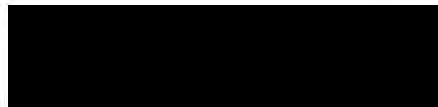
TENANT OCCUPANCY DECLARATION

2555-2571 CRESTLINE DRIVE, LEMON GROVE, CA 91945

I, Jon Feldman declare as follows:

1. At all times mentioned herein I have been a resident of Lemon Grove, CA. I make this declaration of my own personal knowledge. If called as a witness I could and would competently testify to the matters stated herein.
2. I have resided at 2571 Crestline Dr #7, Lemon Grove, CA 91945 from August 18th, 2018 to present. I live directly across the street from 2555-2571 Crestline Dr., Lemon Grove, CA 91945 (the "Property".)
3. There is nothing about this property which makes me believe that it is a single-family home now or ever was at anytime in the past. It is very clearly used as a group living facility of some sort.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Lemon Grove, CA on this 6th day of September, 2018.



Jon Feldman

TENANT OCCUPANCY DECLARATION

2555-2571 CRESTLINE DRIVE, LEMON GROVE, CA 91945

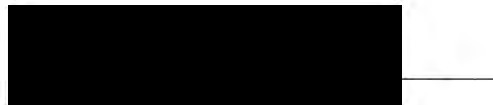
I, Sharon Johnson declare as follows:

1. At all times mentioned herein I have been a resident of Lemon Grove, CA. I make this declaration of my own personal knowledge. If called as a witness I could and would competently testify to the matters stated herein.

2. I have resided at 2561 Crestline Dr., Lemon Grove, CA 91945 (the "Property") from August 19th, 2018 to present.

3. On the day I moved in there were at least 3 other tenants at the Property. It clearly was not being used as a single-family home and does not resemble a single-family home in any way. I have known Mr. Philbin for many months and know others who've known him for years and have heard about this property always used as a group living type of place, never a single-family home.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Lemon Grove, CA on this 10 day of Sept., 2018.



Sharon Johnson

Attachment I

ATTACHMENT 2



CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 6/17)

Date 05/01/2018, Anthem Real Estate Ventures, Inc. Paul Hoyt ("Landlord") and ("Tenant") agree as follows:

- 1. PROPERTY: A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2561 Crestline Dr Unit A, Lemon Grove, CA 91945. B. The Premises are for the sole use as a personal residence by the following named person(s) only: Paul Hoyt. C. The following personal property, maintained pursuant to paragraph 11, is included: or (if checked) the personal property on the attached addendum. D. The Premises may be subject to a local rent control ordinance. 2. TERM: The term begins on (date) May 1, 2018 ("Commencement Date"). 3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit. 4. SECURITY DEPOSIT: A. Tenant agrees to pay \$ as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.

Tenant's Initials P.H. Landlord's Initials AH

Attachment I

Premises: 2561 Crestline Dr Unit A, Lemon Grove, CA 91945

Date: May 1, 2018

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by personal check, money order, or cashier's check, wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from <u>05/01/2018</u> to <u>05/31/2018</u> (date)	\$800.00	\$800.00			Anthem REV
*Security Deposit					
Other					
Other					
Total	\$800.00	\$800.00			

*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ _____ or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: as available, unassigned

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

- OR B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows:

The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:

- except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.
- A. Water Submeters: Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- B. Gas Meter: The Premises does not have a separate gas meter.
- C. Electric Meter: The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date.
(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
- E. Other: _____

Tenant's Initials P.H. ()

Landlord's Initials MP ()

LR REVISED 6/17 (PAGE 2 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com



Premises: 2561 Crestline Dr Unit A, Lemon Grove, CA 91945

Date: May 1, 2018

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. Landlord Tenant shall maintain _____
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____
- H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code §54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. NO SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)
 - 1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____
 - 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.
- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.
- C. (Check one)
 - 1. Landlord shall provide Tenant with a copy of the HOA Rules within _____ days or _____
 - 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 32C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

Tenant's Initials (MP)

Landlord's Initials (MP)

LR REVISED 6/17 (PAGE 3 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 3 OF 7)

Produced with zipForm® by ziplogix 18070 Fifteen Mile Road, Fraser, Michigan 48036 www.ziplogix.com

Crestline



Attachment I

Premises: 2561 Crestline Dr Unit A, Lemon Grove, CA 91945

Date: May 1, 2018

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or _____):
 1 key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s);
 _____ key(s) to mailbox, _____
 _____ key(s) to common area(s), _____
- B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C. (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.
- B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING: A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of the Agreement.

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. LEAD-BASED PAINT (If checked): Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

25. PERIODIC PEST CONTROL: (CHECK IF EITHER APPLIES)

- A. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- B. Premises is a house. Tenant is responsible for pest control.

26. METHAMPHETAMINE CONTAMINATION: Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

27. BED BUGS: Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

28. MEGAN'S LAW DATABASE DISCLOSURE: 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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

29. RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET: Tenant acknowledges receipt of the residential environmental hazards booklet.

30. MILITARY ORDNANCE DISCLOSURE: (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training and may contain potentially explosive munitions.

Tenant's Initials (S F) _____

Landlord's Initials (M P) _____

LR REVISED 6/17 (PAGE 4 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Crestline



Premises: 2561 Crestline Dr Unit A, Lemon Grove, CA 91945

Date: May 1, 2018

31. POSSESSION:

A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or []) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B. [X] Tenant is already in possession of the Premises.

32. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 32C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).

33. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by paragraph 32, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

34. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

35. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

36. INSURANCE: A. Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C. [] Tenant shall obtain liability insurance, in an amount not less than \$ _____, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

37. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises [] Portable Dishwasher [X] Portable Washing Machine.

38. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

39. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Anthem Real Estate Ventures, Inc.
4300 Newton Ave #4
San Diego CA 92113

Tenant: Paul Hoyt
2561 Crestline Dr Unit A
Lemon Grove CA 91945

40. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

41. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) after commencement date, upon disapproval of an updated credit report or upon discovering that information

Tenant's Initials (F.A.) ()

Landlord's Initials (MP) ()

LR REVISED 6/17 (PAGE 5 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 5 OF 7)

Produced with zipForm® by ziplogix 16070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com



Crestline

Attachment I

Premises: 2581 Crestline Dr Unit A, Lemon Grove, CA 91945

Date: May 1, 2018

- in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
- B. LANDLORD REPRESENTATIONS:** Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
- 42. MEDIATION:**
- A.** Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
- B.** The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
- C.** Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
- 43. ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$_____), except as provided in paragraph 42A.
- 44. C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
- 45. OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** If checked, the following ATTACHED documents are incorporated in this agreement:
 Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);
 Lease/Rental Mold and Ventilation Addendum (C.A.R. Form ILM); Landlord in Default Addendum (C.A.R. Form LID)
Other _____
- 46. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
- 47. AGENCY:**
- A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:
Listing Agent: (Print firm name) _____
is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.
Leasing Agent: (Print firm name) _____
(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
- B. DISCLOSURE:** (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.
- 48. TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.
- 49. INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____
Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
- 50. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.
- 51. OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).
- 52. RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.
- 53. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 55 or 56 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant's Initials PP ()

Landlord's Initials MP ()

LR REVISED 6/17 (PAGE 6 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Crestline



Premises: 2561 Crestline Dr Unit A, Lemon Grove, CA 91945 Date: May 1, 2018

54. The Premises is being managed by Owner, (or, if checked):
 Listing firm in box below Leasing firm in box below Property Management firm immediately below

Real Estate Broker (Property Manager) _____ CalBRE Lic # _____
 By (Agent) _____ CalBRE Lic # _____
 Address _____ Telephone # _____

55. Tenant agrees to rent the Premises on the above terms and conditions.
 One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant: *Paul Hoyt* Date 05/01/2018
 Print Name Paul Hoyt
 Address 2561 Crestline Dr Unit A City Lemon Grove State CA Zip 91945
 Telephone _____ Fax _____ E-mail _____
 Tenant _____ Date _____
 Print Name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
 Guarantor _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

56. Landlord (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.
 One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord [Redacted] Date 05/01/2018 Landlord _____ Date _____
Anthem Real Estate Ventures, Inc.
 Address 4300 Newton Ave, San Diego, CA 92113-3480
 Telephone (619)694-9253 Fax _____ E-mail mphilbin@anthemrev.com

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
 B. Agency relationships are confirmed in paragraph 44.
 C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) _____ CalBRE Lic. # _____
 By (Agent) _____ CalBRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ CalBRE Lic. # _____
 By (Agent) _____ CalBRE Lic. # _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

© 2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



Attachment I



BED BUG DISCLOSURE (C.A.R. Form BBD, 6/17) (California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated May 1, 2018, on property known as 2561 Crestline Dr Unit A, Lemon Grove, CA 91945 in which Paul Hoyt is referred to as ("Tenant") and Anthem Real Estate Ventures, Inc. is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs 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.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - A. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - B. Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - C. Very heavily infested areas may have a characteristically sweet odor.
 - D. 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.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing or email address or phone provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date May 1, 2018 _____ Date May 1, 2018 _____
 Tenant [Redacted] _____ Landlord [Redacted] _____
 Tenant [Redacted] _____ Landlord Anthem Real Estate Ventures, Inc. _____

© 2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
 REAL ESTATE BUSINESS SERVICES, INC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



BBD 6/17 (PAGE 1 OF 1)

BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

MV Properties, 777 S Hwy 101 #205 Solana Beach, CA 92075 Phone: (619)694-9253 Fax: _____ Crestline
 Matthew Philbin Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com



CALIFORNIA
ASSOCIATION
OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 6/17)

Date 06/18/2018 Anthem REV ("Landlord") and Kevin Philbin ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2561 Crestline Dr Apt C, Lemon Grove, 91945 ("Premises")
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Kevin Philbin
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (if checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance _____ ("Commencement Date").

2. TERM: The term begins on (date) June 18, 2018 ("Commencement Date"). If Tenant has not paid all amounts then due: (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. **Lease:** This Agreement shall terminate on (date) June 17, 2019 at 3 AM PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 1,250.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.
- D. **PAYMENT:** (1) Rent shall be paid by personal check, money order, cashier's check, made payable to Anthem REV wire/electronic transfer, or other cash.
(2) Rent shall be delivered to (name) Anthem Real Estate Ventures, Inc. at (address) 4300 Newton Ave #4 San Diego, CA 92113 (whose phone number is) (619)694-9253 (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).
(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
- E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ 2,500.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials (KP) _____

Landlord's Initials (MP) _____

© 2017, California Association of REALTORS®, Inc.

LR REVISED 6/17 (PAGE 1 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 7)



MV Properties, 777 S Hwy 101 #205 Solana Beach, CA 92075
Matthew Philbin

Produced with zipForm® by zipLogix. 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: (619)694-9253

Fax:

Crestline

Attachment I

Premises: 2561 Crestline Dr Apt C, Lemon Grove, 91945

Date: June 18, 2018

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by personal check, money order, or cashier's check, wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from <u>06/18/2018</u> to <u>06/30/2018</u> (date)	\$541.00	\$541.00			
*Security Deposit	\$2,500.00	\$2,500.00			
Other					
Other					
Total	\$3,041.00	\$3,041.00			Anthem REV

*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 (or 3) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ **50.00** or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

A. Parking is permitted as follows: as available, unassigned

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

OR B. Parking is not permitted on the Premises.

8. **STORAGE: (Check A or B)**

A. Storage is permitted as follows:

The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges:

except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

B. **Gas Meter:** The Premises does not have a separate gas meter.

C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____

B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) within **3 days** after execution of this Agreement; prior to the Commencement Date; within **3 days** after the Commencement Date.

(ii) Tenant shall complete and return the MIMO to Landlord within **3 (or _____) days** after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or _____) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.

E. Other: _____

Tenant's Initials (RP) (_____)

Landlord's Initials (MP) (_____)

LR REVISED 6/17 (PAGE 2 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 7)

Produced with zipForm® by zipLogix 19070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



Attachment I

Premises: 2561 Crestline Dr Apt C, Lemon Grove, 91945

Date: June 18, 2018

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. Landlord Tenant shall maintain _____
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____
- H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS:

Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS:

Unless otherwise provided in California Civil Code §54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. NO SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris, (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____

OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.

- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. (Check one)

1. Landlord shall provide Tenant with a copy of the HOA Rules within _____ days or _____

OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS:

Unless otherwise specified by law or paragraph 32C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

Tenant's Initials (KD) (_____)

Landlord's Initials (MP) (_____)

LR REVISED 6/17 (PAGE 3 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 3 OF 7)

Produced with zipForm® by zipLogix | 18070 Fifteen Mile Road, Fraser, Michigan 48026 | www.zipLogix.com

Crestline



Attachment I

Premises: 2561 Crestline Dr Apt C, Lemon Grove, 91945

Date: June 18, 2018

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or):
 1 key(s) to Premises, remote control device(s) for garage door/gate opener(s),
 1 key(s) to mailbox,
 1 key(s) to common area(s),
- B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.
- B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:** A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of the Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. **LEAD-BASED PAINT (if checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

25. PERIODIC PEST CONTROL: (CHECK IF EITHER APPLIES)

- A. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- B. Premises is a house. Tenant is responsible for pest control.

26. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

27. **BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

28. **MEGAN'S LAW DATABASE DISCLOSURE:** 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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

29. **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

30. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

Tenant's Initials (KD) (_____)

Landlord's Initials (MP) (_____)

LR REVISED 6/17 (PAGE 4 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Crestline



Attachment I

Premises: 2561 Crestline Dr Apt C, Lemon Grove, 91945

Date: June 18, 2018

31. POSSESSION:

A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within **5** (or _____) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B. Tenant is already in possession of the Premises.

32. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 32C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).

33. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 32, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

34. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

35. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

36. **INSURANCE:** A. Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C. Tenant shall obtain liability insurance, in an amount not less than \$ _____, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

37. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises Portable Dishwasher Portable Washing Machine.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

39. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Anthem REV
4300 Newton Ave #4
San Diego CA 92113

Tenant: Kevin Philbin
2561 Crestline Dr Apt C
Lemon Grove CA 91945

40. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

41. REPRESENTATION

A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information

Tenant's Initials (KP) (_____)

Landlord's Initials (MP) (_____)

LR REVISED 6/17 (PAGE 5 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 5 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Crestline



Attachment I

Premises: 2561 Crestline Dr Apt C, Lemon Grove, 91945

Date: June 18, 2018

in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

42. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

43. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 42A.

44. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

45. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: If checked, the following ATTACHED documents are incorporated in this agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Landlord in Default Addendum (C.A.R. Form LID)

Other _____

46. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

47. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) _____

is the agent of (check one) the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____

(if not same as Listing Agent) is the agent of (check one) the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (if checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

48. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

49. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

50. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

51. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

52. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

53. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 55 or 56 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept, and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant's Initials (KP) (_____)

Landlord's Initials (MP) (_____)

LR REVISED 6/17 (PAGE 6 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 7)

Produced with zipForm® by zipLogix, 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Crestline



Attachment I

Premises: 2561 Crestline Dr Apt C, Lemon Grove, 91945 Date: June 18, 2018

54. The Premises is being managed by Owner, (or, if checked):

- Listing firm in box below Leasing firm in box below Property Management firm immediately below

Real Estate Broker (Property Manager) _____ CalBRE Lic # _____

By (Agent) _____ CalBRE Lic # _____

Address _____ Telephone # _____

55. Tenant agrees to rent the Premises on the above terms and conditions.

- One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant Kevin Philbin 06/24/2018 19:41:03 Date 06/18/2018

Print Name Kevin Philbin

Address 2561 Crestline Dr Apt C City Lemon Grove State CA Zip 91945-3015

Telephone (619)632-7232 Fax _____ E-mail kevinphilbin47@gmail.com

Tenant _____ Date _____

Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

- GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

56. Landlord (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.

- One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord Matthew Philbin 06/24/2018 19:27:51 Date 06/18/2018 Landlord _____ Date _____

Anthem REV

Address 4300 Newton Ave, San Diego, CA 92113-3480

Telephone (619)694-9253 Fax _____ E-mail mphilbin@anthemrev.com

REAL ESTATE BROKERS:

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
 B. Agency relationships are confirmed in paragraph 44.
 C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

© 2017, California Association of REALTORS®. Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.
 THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



LR REVISED 6/17 (PAGE 7 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 7 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Crestline

Attachment I



BED BUG DISCLOSURE (C.A.R. Form BBD, 6/17) (California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated June 18, 2018, on property known as 2561 Crestline Dr Apt C, Lemon Grove, 91945 in which Kevin Philbin is referred to as ("Tenant") and Anthem REV is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. Bed Bug Bites: Because bed bugs 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.
5. Common signs and symptoms of a possible bed bug infestation:
 - A. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - B. Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - C. Very heavily infested areas may have a characteristically sweet odor.
 - D. 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.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing or email address or phone provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date June 18, 2018 Date June 18, 2018
 Tenant Kevin Philbin Landlord Matthew Philbin
Kevin Philbin Anthem REV

© 2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

BBD 6/17 (PAGE 1 OF 1)

Reviewed by _____ Date _____



BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

MV Properties, 777 S Hwy 101 #205 Solana Beach, CA 92075 Phone: (619)694-9253 Fax: _____ Crestline:
 Matthew Philbin Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



CALIFORNIA
ASSOCIATION
OF REALTORS®

**RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT**
(C.A.R. Form LR, Revised 6/17)

Date 08/19/2018 Anthem Real Estate Ventures, Inc. ("Landlord") and
Sharon Johnson ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2561 Crestline Dr Unit B, Lemon Grove, CA 91945 ("Premises")
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Sharon Johnson
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (if checked) the personal property on the attached addendum.

- D. The Premises may be subject to a local rent control ordinance _____ ("Commencement Date"). If Tenant has not paid all amounts then due, (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid (Check A or B):

- A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. **Lease:** This Agreement shall terminate on (date) _____ at _____ AM PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 400.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.
- D. PAYMENT: (1) Rent shall be paid by personal check, money order, cashier's check, made payable to _____, wire/electronic transfer, or other direct deposit.
- (2) Rent shall be delivered to (name) Anthem Real Estate Ventures, Inc. at (address) 4300 Newton Ave #4 San Diego, CA 92113 (whose phone number is) (619)694-9253 (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).
- (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
- E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ _____ as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials (S J) ()

Landlord's Initials (MP) ()

© 2017, California Association of REALTORS®, Inc.

LR REVISED 6/17 (PAGE 1 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 7)



MV Properties, 777 S Hwy 101 #208 Solana Beach, CA 92075
Matthew Phibin

Produced with zipForm® by zipLogix. 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Phone: (619)694-9253

Fax:

Crestline

Attachment I

Premises: 2561 Crestline Dr Unit B, Lemon Grove, CA 91945

Date: August 19, 2018

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by personal check, money order, or cashier's check, wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from <u>08/19/2018</u> to <u>08/31/2018</u> (date)	\$167.00	\$167.00			Anthem REV
*Security Deposit					
Other					
Other					
Total	\$167.00	\$167.00			

*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 (or) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ _____ or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

A. Parking is permitted as follows: as available, unassigned

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

OR B. Parking is not permitted on the Premises.

8. **STORAGE: (Check A or B)**

A. Storage is permitted as follows:

The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges:

except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

B. **Gas Meter:** The Premises does not have a separate gas meter.

C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____

B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) within **3 days** after execution of this Agreement; prior to the Commencement Date, within **3 days** after the Commencement Date.

(ii) Tenant shall complete and return the MIMO to Landlord within **3 (or) days** after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.

E. Other: _____

Tenant's Initials (SD) (_____)

Landlord's Initials (MP) (_____)

LR REVISED 6/17 (PAGE 2 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



Attachment I

Premises: 2561 Crestline Dr Unit B, Lemon Grove, CA 91945

Date: August 19, 2018

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. Landlord Tenant shall maintain _____
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____
- H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS:

Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS:

Unless otherwise provided in California Civil Code §54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. NO SMOKING:

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris, (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____

OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.

- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. (Check one)

1. Landlord shall provide Tenant with a copy of the HOA Rules within _____ days or _____

OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS:

Unless otherwise specified by law or paragraph 32C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements, and (iv) any deduction made by Tenant shall be considered unpaid Rent.

Tenant's Initials (ST) (_____)

Landlord's Initials (MP) (_____)

LR REVISED 6/17 (PAGE 3 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 3 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Crestline



Attachment I

Premises: 2561 Crestline Dr Unit B, Lemon Grove, CA 91945

Date: August 19, 2018

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or):
 1 key(s) to Premises, remote control device(s) for garage door/gate opener(s),
 key(s) to mailbox,
 key(s) to common area(s),
- B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency, (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C. (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.
- B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING: A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of the Agreement.

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. LEAD-BASED PAINT (if checked): Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

25. PERIODIC PEST CONTROL: (CHECK IF EITHER APPLIES)

- A. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- B. Premises is a house. Tenant is responsible for pest control.

26. METHAMPHETAMINE CONTAMINATION: Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

27. BED BUGS: Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

28. MEGAN'S LAW DATABASE DISCLOSURE: 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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

29. RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET: Tenant acknowledges receipt of the residential environmental hazards booklet.

30. MILITARY ORDNANCE DISCLOSURE: (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

Tenant's Initials (STJ) (_____)

Landlord's Initials (MP) (_____)

LR REVISED 6/17 (PAGE 4 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Crestline



Attachment I

Premises: 2561 Crestline Dr Unit B, Lemon Grove, CA 91945

Date: August 19, 2018

31. POSSESSION:

A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within **5** (or _____) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B. Tenant is already in possession of the Premises.

32. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Landlord requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 32C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).

33. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 32, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

34. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

35. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

36. **INSURANCE:** A. Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C. Tenant shall obtain liability insurance, in an amount not less than \$ _____, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

37. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises Portable Dishwasher Portable Washing Machine.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

39. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Anthem Real Estate Ventures, Inc.
4300 Newton Ave #4
San Diego CA 92113

Tenant: Sharon Johnson
2561 Crestline Dr Unit B
Lemon Grove CA 91945

40. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

41. REPRESENTATION

A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins, upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information

Tenant's Initials (SA) (_____)

Landlord's Initials (MP) (_____)

LR REVISED 6/17 (PAGE 5 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 5 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Crestline



Attachment I

Premises: 2561 Crestline Dr Unit B, Lemon Grove, CA 91945

Date: August 19, 2018

in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

42. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

43. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 42A.

44. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

45. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: If checked, the following ATTACHED documents are incorporated in this agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Landlord in Default Addendum (C.A.R. Form LID)

Other _____

46. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

47. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) _____

is the agent of (check one): the Landlord exclusively, or both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____

(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (if checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

48. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

49. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

50. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

51. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

52. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

53. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 55 or 56 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant's Initials (ST) (_____)

Landlord's Initials (MP) (_____)

LR REVISED 6/17 (PAGE 6 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Crestline



Attachment I

Premises: 2561 Crestline Dr Unit B, Lemon Grove, CA 91945 Date: August 19, 2018

54. The Premises is being managed by Owner, (or, if checked):

- Listing firm in box below Leasing firm in box below Property Management firm immediately below

Real Estate Broker (Property Manager) _____ CalBRE Lic # _____

By (Agent) _____ CalBRE Lic # _____

Address _____ Telephone # _____

55. Tenant agrees to rent the Premises on the above terms and conditions.

- One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant   Date 08/19/2018

Print Name Sharon Johnson

Address 2561 Crestline Dr Unit B City Lemon Grove State CA Zip 91945

Telephone _____ Fax _____ E-mail Z28cumaro@yahoo.com

Tenant _____ Date _____

Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

- GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

56. Landlord (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.

- One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord Matthew Philbin  Date 08/19/2018 Landlord _____ Date _____

Anthem Real Estate Ventures, Inc.

Address 4300 Newton Ave, San Diego, CA 92113-3480

Telephone (619)694-9253 Fax _____ E-mail mphilbin@anthemrev.com

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 44.

C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

© 2017, California Association of REALTORS®. Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



LR REVISED 6/17 (PAGE 7 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 7 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Crestline

Attachment I



CALIFORNIA
ASSOCIATION
OF REALTORS®

BED BUG DISCLOSURE
(C.A.R. Form BBD, 6/17)
(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated August 19, 2018, on property known as 2561 Crestline Dr Unit B, Lemon Grove, CA 91945 in which Sharon Johnson is referred to as ("Tenant") and Anthem Real Estate Ventures, Inc. is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. **Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
2. **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
3. Bed bugs can survive for months without feeding.
4. **Bed Bug Bites:** Because bed bugs 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.
5. **Common signs and symptoms of a possible bed bug infestation:**
 - A. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - B. Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - C. Very heavily infested areas may have a characteristically sweet odor.
 - D. 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.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing or email address or phone provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date August 19, 2018 Date August 19, 2018
 Tenant Sharon Johnson Landlord Matthew Philbin
 Tenant _____ Landlord Anthem Real Estate Ventures, Inc.

© 2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

BBD 6/17 (PAGE 1 OF 1)

Reviewed by _____ Date _____



BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

MV Properties, 777 S Hwy 101 #205 Solana Beach, CA 92075 Phone: (619)694-9253 Fax: _____ Crestline
 Matthew Philbin Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



CALIFORNIA
ASSOCIATION
OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 6/17)

Date 08/18/2018, Anthem Real Estate Ventures, Inc. ("Landlord") and John Feldman ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2571 Crestline Dr Unit 7, Lemon Grove, CA 91945 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: John Feldman
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (if checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance _____

2. TERM: The term begins on (date) August 18, 2018 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. **Lease:** This Agreement shall terminate on (date) _____ at _____ AM PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 400.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.
- D. **PAYMENT:** (1) Rent shall be paid by personal check, money order, cashier's check, made payable to _____, wire/electronic transfer, or other direct deposit.
(2) Rent shall be delivered to (name) Anthem Real Estate Ventures, Inc. (whose phone number is) (619)694-9253 at (address) 4300 Newton Ave #4 San Diego, CA 92113, (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).
(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
- E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ 0 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials (JF) _____

Landlord's Initials (MA) _____

© 2017, California Association of REALTORS®, Inc.

LR REVISED 6/17 (PAGE 1 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 7)



MV Properties, 777 S Hwy 101 #205 Solana Beach, CA 92075 Phone: (619)694-9253 Fax: _____ Crestline
Matthew Philbin Produced with zipForm® by zipLogix. 16070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Attachment I

Premises: 2571 Crestline Dr Unit 7, Lemon Grove, CA 91545

Date: August 18, 2018

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by personal check, money order, or cashier's check, wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from <u>08/18/2018</u> to <u>08/31/2018</u> (date)	\$167.00	\$167.00			Anthem REV
*Security Deposit					
Other					
Other					
Total	\$167.00	\$167.00			

*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ _____ or _____ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: as available, unassigned

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

- OR B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows:

The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:

except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

- A. Water Submeters: Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
- B. Gas Meter: The Premises does not have a separate gas meter.
- C. Electric Meter: The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s). (Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date.
(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
- E. Other: _____

Tenant's Initials (A) ()

Landlord's Initials (M) ()

LR REVISED 6/17 (PAGE 2 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 7)

Produced with zipForm® by zipLogix. 19070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Crestline



Attachment I

Premises: 2571 Crestline Dr Unit 7, Lemon Grove, CA 91945

Date: August 18, 2018

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: _____
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____
- D. Landlord Tenant shall maintain _____
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____
- H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.
12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
13. **PETS:** Unless otherwise provided in California Civil Code §54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).
14. **NO SMOKING:**

- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
- B. The Premises or common areas may be subject to a local non-smoking ordinance.
- C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)
1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____
- OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____, Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.
- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.
- C. (Check one)
1. Landlord shall provide Tenant with a copy of the HOA Rules within _____ days or _____
- OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 32C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

Tenant's Initials (_____) (_____) (_____)

Landlord's Initials (MF) (_____) (_____)

LR REVISED 6/17 (PAGE 3 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 3 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Crestline



Attachment I

Premises: 2571 Crestline Dr Unit 7, Lemon Grove, CA 91945

Date: August 18, 2018

18. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or);
- | | |
|---|---|
| <input checked="" type="checkbox"/> 1 key(s) to Premises, | <input type="checkbox"/> remote control device(s) for garage door/gate opener(s), |
| <input type="checkbox"/> key(s) to mailbox, | <input type="checkbox"/> |
| <input type="checkbox"/> key(s) to common area(s), | <input type="checkbox"/> |
- B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C. (if checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.
- B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:** A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of the Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

25. PERIODIC PEST CONTROL: (CHECK IF EITHER APPLIES)

- A. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- B. Premises is a house. Tenant is responsible for pest control.

26. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

27. **BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

28. **MEGAN'S LAW DATABASE DISCLOSURE:** 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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

29. **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

30. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

Tenant's Initials AS ()

Landlord's Initials MP ()

LR REVISED 6/17 (PAGE 4 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 7)

Produced with zipForm® by zipLogix 13070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Crestline



Attachment I

Premises: 2571 Crestline Dr Unit 7, Lemon Grove, CA 91945

Date: August 18, 2018

31. POSSESSION:

A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or _____) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B. Tenant is already in possession of the Premises.

32. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 32C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).

33. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 32, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

34. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

35. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

36. **INSURANCE:** A. Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C. Tenant shall obtain liability insurance, in an amount not less than \$_____, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

37. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises Portable Dishwasher Portable Washing Machine.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

39. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Anthem Real Estate Ventures, Inc.
4300 Newton Ave #4
San Diego CA 92113

Tenant: John Feldman
2571 Crestline Dr Unit 7
Lemon Grove CA 91945

40. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

41. REPRESENTATION

A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information

Tenant's Initials (JF) ()

Landlord's Initials (NF) ()

LR REVISED 6/17 (PAGE 5 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 5 OF 7)

Produced with zipForm® by zipLogix. 13070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Crestline



Attachment I

Premises: 2571 Crestline Dr Unit 7, Lemon Grove, CA 91945

Date: August 18, 2018

in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

42. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

43. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 42A.

44. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

45. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: If checked, the following ATTACHED documents are incorporated in this agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Landlord in Default Addendum (C.A.R. Form LID)

Other _____

46. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

47. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) _____

is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____

(if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

48. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

49. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

50. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

51. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

52. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

53. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 55 or 56 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant's Initials (MF) ()

Landlord's Initials () ()

LR REVISED 6/17 (PAGE 6 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Crestline



Attachment I

Premises: 2571 Crestline Dr Unit 7, Lemon Grove, CA 91945

Date: August 18, 2018

54. The Premises is being managed by Owner, (or, if checked):

- Listing firm in box below Leasing firm in box below Property Management firm immediately below

Real Estate Broker (Property Manager) _____ CalBRE Lic # _____

By (Agent) _____ CalBRE Lic # _____

Address _____ Telephone # _____

55. Tenant agrees to rent the Premises on the above terms and conditions.

- One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant [Signature] Date 08/18/2018

Print Name John Feldman

Address 2571 Crestline Dr Unit 7 City Lemon Grove State CA Zip 91945

Telephone _____ Fax _____ E-mail _____

Tenant _____ Date _____

Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

- GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

56. Landlord (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.

- One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord [Signature] Date 08/18/2018 Landlord _____ Date _____

Anthem Real Estate Ventures, Inc.

Address 4300 Newton Ave, San Diego, CA 92113-3480

Telephone (619)694-9253 Fax _____ E-mail mphilbin@anthemrev.com

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in paragraph 44.

C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Listing Firm) _____ CalBRE Lic. # _____

By (Agent) _____ CalBRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

© 2017, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



LR REVISED 6/17 (PAGE 7 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 7 OF 7)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Crestline

Attachment I



CALIFORNIA
ASSOCIATION
OF REALTORS®

BED BUG DISCLOSURE

(C.A.R. Form BBD, 6/17)
(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated August 18, 2018, on property known as 2571 Crestline Dr Unit 7, Lemon Grove, CA 91945 in which John Feldman is referred to as ("Tenant") and Anthem Real Estate Ventures, Inc. is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

- 1. Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- 2. Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- 3. Bed bugs can survive for months without feeding.**
- 4. Bed Bug Bites:** Because bed bugs 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.
- 5. Common signs and symptoms of a possible bed bug infestation:**
 - A. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
 - B. Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - C. Very heavily infested areas may have a characteristically sweet odor.
 - D. 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.
- 6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.**
- 7. Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing or email address or phone provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.**
- 8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date August 18, 2018 Date August 18, 2018
 Tenant John Feldman Landlord Anthem Real Estate Ventures, Inc.
 Tenant _____ Landlord _____

© 2017, California Association of REALTORS®. Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
 REAL ESTATE BUSINESS SERVICES, INC.
 a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



BBD 6/17 (PAGE 1 OF 1)

BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

MV Properties, 777 S Hwy 101 #205 Solana Beach, CA 92075 Phone: (619)694-9253 Fax: _____ Crestline
 Matthew Philbin Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

ATTACHMENT 3

Attachment I

Found in Sent - Anthem Mailbox



☆ **Matthew Philbin**

July 20, 2018 at 9:46 AM



Re: Crestline inspection

To: David DeVries, Paolo Romero

We are on track to complete repairs in early August. If I actually screen tenants and be a good property manager it will not be 100% occupied on August 2nd. If it is absolutely essential I fill to establish use on that day then I can make that happen.

Can we call August 2nd a pre-inspection then have final in mid-August?

[See More from David DeVries](#)

☆ **David DeVries**

July 23, 2018 at 8:00 AM

[Details](#)



RE: Crestline inspection

To: Matthew Philbin, Cc: Paolo Romero

Thanks Matt, at this point we only need the aug. 2nd inspection to verify the permitted uses and construction. I'll let you know if any subsequent inspections or materials are required thereafter.

Delivery delayed to 7/23/18 at 8am.

Thanks,

David B. De Vries, AICP
Development Services Director
City of Lemon Grove

**LEMON GROVE PLANNING COMMISSION
AGENDA ITEM SUMMARY**

Item No. 3
Mtg. Date October 22, 2018
Dept. Development Services Department

Item Title: **Public Hearing to Consider Conditional Use Permit No. CUP-180-0004; a Request to Establish a 2,068 SF Childcare Center with an Outdoor Play Area at 3468 Citrus Street in the General Commercial – Heavy Commercial Zone.**

Staff Contact: Arturo Ortuño, Assistant Planner

Recommendation:

- 1) Conduct the public hearing; and
- 2) Adopt a Resolution (**Attachment B**) conditionally approving Conditional Use Permit No. CUP-180-0004, a request to establish a childcare center at 3468 Citrus Street in the General Commercial – Heavy Commercial zone.

Item Summary:

On July 23, 2018, the applicant submitted an application for Conditional Use Permit No. CUP-180-0004. The project is a request to establish a 2,068 sq. ft. childcare center serving up to 32 toddlers and preschoolers with a 1,326 sq. ft. outdoor play area at 3468 Citrus Street in the General Commercial – Heavy Commercial zone on a 0.32-acre parcel. A childcare center is allowed with an approval of a conditional use permit in the General Commercial zone. Proposed tenant and site improvements include new landscaping and street trees.

Fiscal Impact:

No fiscal impact.

Environmental Review:

- | | |
|---|---|
| <input type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input checked="" type="checkbox"/> Categorically Exempt, Section 15301 | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|---|---|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input checked="" type="checkbox"/> Notice to property owners within 500 ft. |
| <input checked="" type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution of Conditional Approval
- C. Vicinity Map
- D. Tentative Schedule
- E. Tentative Breakfast/Lunch Menu
- F. Letter of Support, dated October 18, 2018
- G. Exhibit A – Project Plans

Attachment A

LEMON GROVE PLANNING COMMISSION STAFF REPORT

Item No. 3

Mtg. Date October 22, 2018

Item Title: **Public Hearing to Consider Conditional Use Permit No. CUP-180-0004; a Request to Establish a 2,068 SF Childcare Center with an Outdoor Play Area at 3468 Citrus Street in the General Commercial – Heavy Commercial Zone.**

Staff Contact: Arturo Ortuño, Assistant Planner

Application Summary:

APPLICANT:	Blanca Brown
PROPERTY LOCATION:	3468 Citrus Street, APN: 479-042-32-00. The site is located on the west side of Citrus, between Broadway and North Ave.
PROJECT AREA:	0.32 acres (13,813 square feet)
EXISTING ZONE:	General Commercial (GC) – Heavy Commercial (HC)
GENERAL PLAN LAND USE DESIGNATION:	Retail Commercial within the Special Treatment Area III (Regional Commercial)
SURROUNDING PROPERTIES:	North: GC - HC South: GC - HC East: GC - HC West: GC - HC
ENVIRONMENTAL IMPACT:	The project is Categorically Exempt from the California Environmental Quality Act Section 15301 (Existing Facilities), Class 1. Mitigation measures are not required and no environmental impact is anticipated.

Attachment A

Background

The property at 3468 Citrus Street is a 27,007 sq. ft. (0.62 gross acre) rectangular parcel with an existing two-story 7,739 sq. ft. commercial building, originally developed with 3,781 sq. ft. of warehouse space on the first floor (Suites A through C) and 3,425 sq. ft. of office space on the second floor (Suites D through K). On August 1, 2008, City staff approved a holistic care center (Lemon Grove Holistic Care Center) at the subject property that occupied Suite A. The care center provided services such as hypnotherapy, massage therapy, and acupuncture. The business license for the care center expired on December 31, 2015. The General Commercial zone allows “personal services” that provide a variety of services associated with personal grooming or adornment, health maintenance, or well-being as a permitted use. On December 30, 2010, City staff approved a realty company (Hawkins Realty) to occupy Suite B. The business license for the realty company expired December 31, 2017. Suite C, which located at the rear of the property, adjacent to Suites A and B, is currently vacant.

On July 23, 2018, the applicant, Blanca Brown, submitted an application for a Conditional Use Permit (CUP-180-0004), to establish a 2,068 sq. ft. childcare center serving up to 32 toddlers and preschoolers with a 1,326 sq. ft. outdoor play area located at 3468 Citrus Street in the General Commercial – Heavy Commercial zone. The City of Lemon Grove found the application to be complete on September 17, 2018.

Discussion

Land Use Analysis

The subject property is located in the General Commercial (GC) – Heavy Commercial (HC) zone that is also within the Special Treatment Area (STA) III overlay. In accordance with the General Plan, STA III is planned for continued redevelopment with large retail stores. Uses within this STA shall serve both local residents and attract shoppers from adjacent communities. Until new land use regulations are developed to implement the regional commercial policies of the general plan, the use, and change of use, of existing developed properties shall be governed by the regulations of the current underlying zoning. In accordance with the Municipal Code, where conflicts occur between regulations, the more restrictive of any regulations shall apply. The General Commercial allows “Day Care Centers” that provides part-time care, for less than 24-hours per day, located in a commercial zone, with an approval of a Conditional Use Permit. The Municipal Code defines a “Day Care Center” as a day care, regardless of size or capacity that is located in a commercial zone or commercial structure.

The proposed land use will convert Suite A and B, a 2,068 sq. ft. space with two (2) existing restrooms located on the first floor, into a childcare center. The childcare center would include:

- Two (2) classrooms (350 sq. ft. and 305 sq. ft.); and
- One (1) 210 sq. ft. toddler room; and
- One (1) office and one (1) kitchen; and
- A 1,326 sq. ft. outdoor play area that includes a sandbox, bike path made up of decomposed granite, raised garden beds, and wood bench seating.

Attachment A

The mission of the Lemon Grove Childcare Center is to provide a high quality setting to toddlers and preschoolers, where children receive education and care. The Lemon Grove Childcare Center will use an active learning approach that allows opportunities for practicing social interaction and relationship building skills. The learning environment will aim to encourage children’s curiosity and initiative by adults who actively frame their learning in a group setting. All areas of curriculum will support the California Early Learning and Development System. The California Preschool Foundations and Pearson Opening World of Learning (OWL) will be the framework of the curriculum. OWL prepares children for kindergarten through playful purposeful and individualized instructions. OWL also develops language and early literacy skills in the context of research-based content including math, science and social skills. The Director has the responsibility of hiring all teachers and staff with their respective assignments. Teachers shall complete all qualification requirements according to the Childcare Center General Licensing Requirements under Title 22 of the State of California Health and Human Services Agency Department of Social Services, to include, but not limited to, a background clearance, up to date immunizations and proper credentialing by the California Commission on Teacher Credentialing. Enrollment of toddlers and preschoolers shall be in accordance with the guidelines established by the Department of Social Services, Community Care Licensing Division. Enrollment priority shall be on a first come first served basis and second priority given to siblings of the same household. Required documents shall include birth certificate to verify age, current physical, and current immunization record.

The proposed childcare center intends to serve up to 32 toddlers and preschoolers ranging from 18 months to five years of age. Staff will consist of three teachers and one administrator at any given time. Proposed hours of operation will be from 7:00 am to 5:30 pm, Monday through Friday (**Attachment D**). Meals will be either prepared off-site by Neighborhood House Association (NHA) or prepared at the on-site kitchen. The menu will be posted in the classrooms for families to view (**Attachment E**). No outside food will be permitted into the center unless authorized by the administration. Outdoor playtime will occur twice a day with a total time of one hour and fifteen minutes. A proposed open fence will secure the 1,326 sq. ft. outdoor play area. City staff shall determine appropriate height and material for the proposed fence.

Off-Street Parking

The required off-street parking requirements and the parking provided by the project are as follows:

Use	Size	Parking Ratio	Required Parking
Institutional (K-12)	2 classrooms	2 spaces / classroom	4 spaces
Office	3,425 sq. ft.	1 space / 500 sq. ft.	6.85 = 6 spaces
Warehouse	1,713 sq. ft.	1 space / 500 sq. ft.	3.42 = 3 spaces
Total Required:			13
Provided:			19

Attachment A

The proposed project will be using the existing parking layout with the exception of removing one (1) off-street parking space to relocate the existing trash enclosure, for a total of 19 off-street parking spaces, including one (1) ADA accessible parking space. The parking spaces provided exceed the minimum required parking for an existing 7,739 square feet building. Since the building is less than 10,000 square feet, there is no loading space requirement.

Landscape

The required landscape area and the landscape area proposed by the project are as follows:

Landscape Requirements	Required	Provided
Min. 10% Landscape Area	1,381 sq. ft.	± 1,600 sq. ft.
Min. 25% Vegetated Plant Materials	400 sq. ft.	± 1,000 sq. ft.

Conditions for the proposed project will require that all landscaping be well maintained and adequately watered at all times.

Screening

An existing trash container is currently screened by a solid masonry wall located at the eastern portion of the lot, adjacent to the driveway entrance. Location of the proposed play area resulted in the relocation of the trash enclosure. Relocation of the trash enclosure will result in removing one (1) off-street parking space. Design of the trash enclosure shall be in accordance with Municipal Code Section 17.24.050(M).

Street Improvements

The project is located on the west side of Citrus Street, between Broadway and North Avenue. There is an existing curb, gutter and sidewalk, and all utilities fronting the property are placed underground. Proposed street improvements include four (4) twenty-four inch box street trees, installed at a rate of one tree per thirty linear feet of street frontage along the subject property.

Public Information:

The Notice of Public Hearing for this item was published in the October 11, 2018 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property. The City of Lemon Grove received no comments in response to the Notice of Public Hearing and Environmental Analysis at the time this staff report was prepared. At the time of the public hearing, Staff will provide the Planning Commission with any comments received after the date this Staff report is prepared.

Conclusion:

Staff recommends that the Planning Commission conduct the public hearing and adopt a Resolution (**Attachment B**) conditionally approving Conditional Use Permit No. CUP-180-0004, a request to establish a childcare center at 3468 Citrus Street in the General Commercial – Heavy Commercial zone.

Attachment B

RESOLUTION NO.

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LEMON GROVE CONDITIONALLY APPROVING CONDITIONAL USE PERMIT NO. CUP-180-0004, A REQUEST TO ESTABLISH A CHILDCARE CENTER WITH AN OUTDOOR PLAY AREA AT 3468 CITRUS STREET, LEMON GROVE, CALIFORNIA.

WHEREAS, the applicant, Blanca Brown, filed an application for a Conditional Use Permit (CUP-180-0004) on July 23, 2018, a request to establish a 2,068 square foot childcare center (Lemon Grove Childcare Center) with a 1,326 square foot outdoor play area located at 3468 Citrus Street, Lemon Grove, California; and

WHEREAS, the proposed land use is allowed as a “Day Care Center” that provides part-time care, for less than twenty-four hours per day, located in a commercial zone, with an approval of a Conditional Use Permit; and

WHEREAS, the proposed childcare center intends to serve up to 32 toddlers and preschoolers ranging from 18 months to five years of age. Staff will consist of three teachers and one administrator at any given time. Proposed hours of operation will be from 7:00 am to 5:30 pm, Monday through Friday. Meals will be either prepared off-site by Neighborhood House Association (NHA) or prepared at the on-site kitchen. All areas of curriculum will support the California Early Learning and Development System. The California Preschool Foundations and Pearson Opening World of Learning (OWL) will be the framework of the curriculum; and

WHEREAS, the Notice of Public Hearing for this item was published in the October 11, 2018 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property; and

WHEREAS, on October 22, 2018, the Planning Commission held a duly noticed public hearing to consider Conditional Use Permit No. CUP-180-0004; and

WHEREAS, the City has found the proposed Conditional Use Permit to be categorically exempt from the environmental review requirements of the California Environmental Quality Act Guidelines (Section 15301, Existing Facilities); and

WHEREAS, the Planning Commission determined that the following findings of fact as required by section 17.28.050(C) can be made as follows:

1. The use is compatible with the neighborhood or the community; and
 - a. **The proposed land use is located in the General Commercial – Heavy Commercial zone and allows “Day Care Centers” with an approval of a Conditional Use Permit. The Lemon Grove Municipal Code (LGMC) defines “Day Care Centers” as a day care, regardless of size or capacity that is located in a commercial zone or commercial structure.**
2. The use is not detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity; and
 - a. **The proposed use is categorically exempt from environmental impacts and no impacts are anticipated. The proposed childcare center will be required to meet all applicable provisions of the LGMC and conditions of approval.**

Attachment B

3. The use complies with performance standards according to Section 17.24.080; and
 - a. **The proposed use complies or will be made to comply with applicable performance standards according to Section 17.24.080 of the LGMC (specifically noise, glare, traffic circulation and parking, waste, and fire hazards).**
4. The use is consistent with applicable provisions of the particular zoning district and with policies and standards of the general plan.
 - a. **The proposed use complies with the applicable provisions of the LGMC requirements and is consistent with the Retail Commercial land use designation of the General Plan. The proposed childcare center would promote a healthy, family-oriented community through appropriate land use and development decisions; and**

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lemon Grove, California hereby:

SECTION 1. Approves Conditional Use Permit No. CUP-180-0004 and the site and architectural plans dated received August 14, 2018 (incorporated herein by reference as Exhibit A), except noted herein. The approval authorizes the establishment of a childcare center with an outdoor play area at 3468 Citrus Street in the General Commercial – Heavy Commercial zone. Except as amended, the approval of this project shall be subject to the following conditions:

- A. Within five days of approval, the applicant shall comply with the following:
 1. Submit the appropriate payment for the CEQA filing fee and County Clerk Processing Fee (Categorical Exemption).
 2. Pay all outstanding fees for City permits related to this project.
- B. A building permit shall be required and obtained for proposed tenant improvements including electrical, plumbing and mechanical improvements. Structures and access shall meet current building and fire code regulations.
 1. Provide a fully dimensioned site plan, floor plan and elevations drawn to scale.
 2. An automatic fire alarm system shall be provided in all buildings used as or containing a Group E Day Care.
 3. Duct and air transfer openings in smoke partitions shall be provided with a smoke damper in Group E Day Care.
 4. Group E Day Care facilities may not be located above the first story in a building that is not constructed of Type I-A, I-B, II-A, II-B and III-A construction.
 5. Every enclosed gas-fired water heater or furnace in the child-care area needs to be protected to prevent children from making contact to those appliances. This doesn't apply to kitchen stoves or ovens.
 6. Day care facilities, rooms or spaces where care is provided for more than 10 children that are 2 years or age or less shall have access to not less than two exits or exit access doorways.
 7. Corridors serving more than 10 occupants in Group E day care shall be 1-Hour fire rated walls without sprinkler system.

Attachment B

8. Corridor width shall not be less than 44 inches.
 9. Separate Occupancies: each space shall comply with the building code based on the occupancy classification of that portion of the building.
 10. Interior decorative material and furnishings shall meet the requirements in the 2016 CA Fire Code, Chapter 8.
 11. Heartland Fire & Rescue at time of plan or permit submission will charge certain fees for plan review and inspections. Fees will be determined at time of plan review and/or inspections.
 12. The construction drawings or changes to the project may require additional conditions not noted in this resolution in which case, applicable codes would apply.
- C. Prior to issuance of a building permit for the use authorized by this Conditional Use Permit, the applicant shall comply with the following:
1. Comply with Conditions A through B of this Resolution.
 2. All physical elements of the proposed project shown on the approved plans dated August 14, 2018, except as noted herein, shall be located, constructed and maintained substantially where they are shown in accordance with applicable Lemon Grove City Codes to the satisfaction of the Development Services Director.
 3. The applicant shall provide occupant load and exiting for each classroom.
 4. Existing bathrooms shall comply with California Building Code (CBC), Chapter 11B.
 5. The applicant shall provide on the plans all special requirements for a E occupancy daycare facility. Safe dispersal area, frontage or clearance at entry (see CBC Section 452).
 6. The applicant shall provide occupancy and appropriate fire separation per CBC Table 508.4 for all adjacent tenant spaces.
 7. The applicant shall provide a letter indicating any hazardous materials to be used or stored on site for the childcare center. This does not include normal business cleaning materials however; they must be in a limited quantity.
 8. The applicant shall clarify whether or not the building is equipped with a fire alarm system and note existing and proposed systems. A licensed contractor (C-10) is required to install or make adjustments to a fire alarm system.
 9. All improvements shall comply with Title 15 including 2016 Building and Fire Codes and ADA accessibility requirements.
- D. Prior to requesting a final inspection and occupancy of the structure, the applicant shall comply with the following:
1. Comply with Conditions A through C of this Resolution.
 2. All physical elements of the proposed project shown on the approved plans dated August 14, 2018, except as noted herein, shall be located, constructed and maintained substantially where they are shown in accordance with applicable Lemon Grove City Codes to the satisfaction of the Development Services Director.

Attachment B

3. The most recent adopted California Fire Codes and Standards.
 4. A fire inspection is required prior to a certificate of occupancy or business license being issued. The applicant shall ensure the childcare center is set up and ready for operation prior to the fire inspection.
 5. Current standards for parking areas and striping. Damaged paving shall be repaired and maintained in a good condition consistent with LGMC Section 17.24.010. Designated parking spaces are prohibited on-site.
 6. Execute an Encroachment, Maintenance, and Removal Agreement for the street trees and irrigation along the Citrus Street frontage. The City will draft the document. Provide the City with an 8 ½" x 11" exhibit showing and labeling the locations of the trees and irrigation system.
 7. The applicant shall comply with all of the requirements of the appropriate State and County licensing agencies and shall provide the Development Services Department with evidence of said compliance.
 8. Installation. Gates serving multi-family, assembly, educational, hazardous, institutional, or storage structures must be automatic and meet UL 325 and ASTM F 2200 standards. Knox brand key-operated electric key switch keyed to Heartland Fire & Rescue specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems such as Opticom, siren, etc. shall be permitted with the approval of Heartland Fire & Rescue.
 9. All flammable vegetation shall be removed from each building site with slopes less than 15% at a minimum distance of 30-feet from all structures or to the property line, whichever is less.
 10. Facility shall provide at least one portable fire extinguisher with a 2-A: 10-B: C rating for every 75-feet of travel. Fire extinguisher shall be mounted up to 5-feet from the finished floor and it must be in an accessible area.
 11. An approved Fire Safety and Evacuation Plan is required.
 12. Fire lane designation shall be required for all fire access roadways as determined by Heartland Fire & Rescue. Posted signs which state "FIRE LANE, NO PARKING" shall be installed every 50 feet. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by Heartland Fire & Rescue. All fire lanes shall be marked and identified prior to Certificate of Occupancy.
 13. Permanent address shall be posted to meet the minimum requirements: minimum 8 inches in height with one-half inch stroke, visible from the street and have a contrasting background. Additional numbers may be required for visibility.
 14. Exit signs shall be installed and maintained per the 2016 CA Fire Code, Chapter 10.
- E. Upon establishment of use in reliance with this Conditional Use Permit, the applicant shall comply with the following:
1. Comply with Conditions A through D of this Resolution.


Attachment B

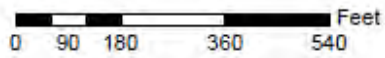
2. All physical elements of the proposed project shown on the approved plans dated August 16, 2018, except as noted herein, shall be located, constructed and maintained substantially where they are shown in accordance with applicable Lemon Grove City Codes to the satisfaction of the Development Services Director and City Engineer.
 3. The hours of operation shall be restricted from 7:00 A.M. to 5:30 P.M., five (5) days a week only (Monday through Friday).
 4. The use of the outdoor play area shall be limited to the hours of 7:00 A.M. to 5:00 P.M.
 5. Off-street parking for child drop-off and pick-up shall be located in the existing parking area of the subject property.
 6. Street parking for child drop-off and pick-up is prohibited.
 7. The permittee shall obtain from the Development Services Director certification that specified conditions of the permit have been met.
 8. The building façade shall be well maintained at all times.
 9. Landscape shall be maintained in good condition at all times.
 10. This project approval does not include signage, and sign permits shall be obtained prior to installation. All signs shall conform to the Municipal Code Section 18.12.
 11. The project shall conform to all performance standards of Municipal Code Section 17.24.080.
 12. Proper drainage shall be maintained throughout this property so as to prevent ponding and/or storage of surface water.
 13. Exit doors, including manually operated horizontal sliding doors, shall be able to be opened from the inside without use of a key or any special knowledge or effort.
 14. The unlatching of any door or leaf shall not require more than one operation.
- F. The terms and conditions of the Conditional Use Permit shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to this Conditional Use Permit and the heirs, executors, administrators, successors, and assigns of each of them, including municipal corporations, public agencies, and districts.
- G. This Conditional Use Permit expires October 22, 2019 (or such longer period as may be approved by the Planning Commission of the City of Lemon Grove prior to said expiration date) unless all requirements of this Conditional Use Permit have been met prior to said expiration date.

CUP-180-0004



Legend

-  3468 Citrus Street
-  LG Parcels
-  Roads



Attachment D

LEMON GROVE CHILDCARE CENTER 3468 Citrus Street Lemon Grove, CA 91945

Daily Schedule for Preschoolers

7:00-8:00am	Table Manipulatives
8:00-8:30am	Breakfast
8:30-8:45am	<i>Wash Hands</i> and bathroom-Clean tables.
8:45-9:00am	Meet for circle time- Rug area
9:00-9:30am	Center Time & Individualized support (Teacher Directed)
9:00-10:00am	Indoor Exploration (Child Directed)
10:00-10:15am	Bathroom and <i>Wash Hands</i>
10:15-11:00	Outdoor Play
11:00-11:15	<i>Wash Hands</i>
11:15-11:30	Circle Time- Revisit Lesson of the day
11:30-12:00	Lunch
12:00-12:15pm	Bathroom and <i>Wash Hands</i> -Clean Tables
12:15-2:00pm	Naptime/ Quiet Time
2:00-2:15pm	Wake up, Bathroom and <i>Wash Hands</i>
2:15-2:30pm	Circle Time- Introduce Math Lesson
2:30-2:45pm	Math Activity
2:45-3:00pm	Snack
3:00-3:30pm	Bathroom and <i>Wash Hands</i>
3:30-4:00pm	Outdoor Play
4:00-4:30pm	Indoor Table Manipulatives
4:30-5:00pm	Music and Movement
5:00-5:30pm	Creative Art

**Lemon Grove
Childcare
Center
Menu**



Menu 2018



Monday	Tuesday	Wednesday	Thursday	Friday
<p>Toasted Oats Banana, 1% Milk</p> <p>Stewad Beef with Cheese Grits, Salad, Orange, 1% Milk</p> <p>Strawberry Smoothie & Apple</p>	<p>English Muffin, Cream Cheese, Orange, 1% Milk</p> <p>Beef Tacos, Pico de Gallo, Wheat Tortilla, Pear, 1% Milk</p> <p>Black Bean Dip w/ tortilla Chips & Water</p>	<p>Rice Chex, Apple, 1% Milk</p> <p>Tomato Bake w/ Chicken, Broccoli & Raisin Salad, Pear, 1& Milk</p> <p>Orange and 1% Milk</p>	<p>Honey Granola, Pear, & 1 % Milk</p> <p>Red Bean Soup, Brown Rice, Kale, Orange, & 1% Milk</p> <p>Arroz con Leche & Banana</p>	<p>Kashi Heart to Heart, Orange, & 1% Milk</p> <p>Bean Taco, Corn Tortilla, w/ pico de gallo, salad, 1% Milk</p> <p>Cottage Cheese w/ wheat cracker & Water</p>
Monday	Tuesday	Wednesday	Thursday	Friday
<p>Rice Chex, Pear, 1% Milk</p> <p>Turkey on Wheat Bread, Cream of Potato Soup, Orange, 1% Milk</p> <p>Pico de Gallo with Tortilla Chips & Water</p>	<p>Bran Muffin, Apple, 1% Milk</p> <p>Rotini alla Bolognese, Caesar Salad, Orange, 1% Milk</p> <p>Edamame Hummus with Carrot Sticks & Water</p>	<p>English Muffin, Cream cheese, Cantaloupe 1% Milk</p> <p>Lentil Soup, Wheat Roll, Salad, Apple, 1% Milk</p> <p>Aztec Grain Salad & 1% Milk</p>	<p>Toasted Oats, Banana, 1% Milk</p> <p>Pesto Pasta w/ chicken, Cauliflower, watermelon, 1% Milk</p> <p>Orange & Water</p>	<p>Kashi Heart to Heart, Apple, 1% Milk</p> <p>Tuna Sandwich on wheat bread, roasted tomato soup, Spring Salad & 1% Milk</p> <p>Graham cracker, orange, 1% Milk</p>
Monday	Tuesday	Wednesday	Thursday	Friday
<p>Corn Chex, Pear, 1% Milk</p> <p>Chicken Sandwich on Mini Kaiser , Caesar Salad, Orange, 1% Milk</p> <p>Pico de Gallo with Tortilla Chips & Water</p>	<p>Toasted Oats, Apple, 1% Milk</p> <p>Couscous with Apples, Braised Vegetables, Honeydew, 1% Milk</p> <p>Carrot Sticks with Sesame Dip & Water</p>	<p>English Muffin, Cream cheese, Orange, Water</p> <p>Beef Picadillo, Brown Rice, Carrots, Orange, & 1% Milk</p> <p>Hummus with Zucchini stick</p>	<p>Wheat Bagel, cream cheese, Pear, 1% Milk</p> <p>Roasted Turkey, Mashed Potato, Wheat Roll, Salad, 1% Milk</p> <p>Apple, 1% Milk</p>	<p>Strawberries, Watermelon Slices, 1% Milk</p> <p>Black Bean Chili, Salad, 1% Milk</p> <p>Granola, Yogurt Parfait & Water</p>
Monday	Tuesday	Wednesday	Thursday	Friday
<p>Corn Chex, Apple, 1% Milk</p> <p>Meat Sauce, Penne Pasta, Caesar Salad, Orange, 1% Milk</p> <p>Blueberry Smoothie, Graham Crackers</p>	<p>Bran Muffin, Apple, 1% Milk</p> <p>Jerk Chicken, Rice, peas, Orange, 1% Milk</p> <p>Cucumber Slices & Water</p>	<p>Granola & Banana, 1% Milk</p> <p>Beef Burger, Sliced salad, orange & 1% milk</p> <p>Cottage Cheese & strawberries</p>	<p>English Muffin, cream cheese, 1% Milk</p> <p>Turkey, Herbed Squash, Banana, 1% Milk</p> <p>Graham Crackers, Water</p>	<p>Heart to Heart Kashi, banana, 1% milk</p> <p>Tuna Salad sandwich, strawbernes, Salad, 1% milk</p> <p>Applesauce, 1% milk</p>

Lemon Grove Childcare Center

3468 Citrus Street Lemon Grove, California

October 18, 2018



Lemon Grove Childcare Center

A high quality setting for toddlers and
preschoolers where children receive
education and care

Attachment F

Dear City of Lemon Grove Mayor, Council members and Planning Commissioners,

It is the purpose of this communication to provide you with a comprehensive and in-depth fact about the proposed childcare. The Lemon Grove Childcare Center is planned to be located along the main corridor of Lemon Grove on Citrus Street. The proposed childcare has been planned after careful research of similar businesses in the area. It is the intent of the owner/operator to bring a much needed and desirable business to the main corridor of Lemon Grove.

The Lemon Grove Childcare Center will be an added asset to the city of Lemon Grove. Beginning with the branding of the center. After consultation and knowledge of the city of Lemon Grove it was decided that the best name would need to include the name of the city. Rightfully it is named the Lemon Grove Childcare Center.

Similar businesses research has returned that there are no current existing private childcare centers available for all. Current childcare centers are either faith based or school site. The above-mentioned current childcare facilities limit access to the residents of Lemon Grove. School based is for income qualifying families and faith-based centers that provide religious instruction. The Lemon Grove Childcare Center would meet the needs of families looking for alternative childcare.

The childcare center will offer a program for toddlers (18 months to 5 years of age) Toddler and Preschool Program during regular working hours. Our license also has an after school component to serve children in need when school is out. The number of afterschool children served is included in the current license

Attachment F

application.

The applicant has operated private childcare facilities for over 25 years successfully. The applicant currently operates a large facility and also has oversight of two additional facilities in the city of San Diego.

Our Childcare business model is to provide early care that focuses on the social emotional development of young children while preparing them with a strong Kindergarten foundation. This is made possible by the applicants' background and experience. The applicant has two Master Degrees; Bilingual, Cross cultural, Language and Academic Development and a Masters in Early Childhood Education with an emphasis on Teaching.

Childcare facilities bring an added element of care and support to the communities they reside in. The Lemon Grove Childcare center will encourage families to be visible and add one more place for families to gather around their children. The childcare center will bring a family oriented facility to the neighboring environment.

Please feel free to contact me for further details about our proposed childcare facility in Lemon Grove.

I can be reached by email at [REDACTED]

Respectfully,
Blanca Brown

Attachment G

EXHIBIT A – PROJECT PLANS

Not Attached

Enclosed in Planning Commission packet or available at City Hall for Review

**LEMON GROVE PLANNING COMMISSION
AGENDA ITEM SUMMARY**

Item No. 4
Mtg. Date October 22, 2018
Dept. Development Services Department

Item Title: **Public Hearing to Consider Administrative Appeal No. AA1-800-0005 Regarding the Decision to Require a Refuse Enclosure Consistent with Municipal Code Section 17.24.050(M) for on-site Dumpsters with Building Permit B18-000-0416 at 7490 through 7496 North Avenue in the Heavy Commercial Zone.**

Staff Contact: Mike Viglione, Assistant Planner

Recommendation:

- 1) Conduct the public hearing; and
- 2) Adopt a Resolution (**Attachment B**) denying Administrative Appeal No. AA1-800-0003, upholding the Development Services Director's Decision to require a municipal code compliant refuse enclosure for on-site dumpsters with Building Permit No. B18-000-0416 (**Attachment C**) at 7490 through 7496 North Avenue, Lemon Grove, CA.

Item Summary:

During Final Planning Inspection on August 13, 2018 for Building Permits B18-000-0160 and B18-000-0416, Planning Staff observed that a non-compliant Trash Enclosure had been constructed at the existing four-unit apartment complex at 7490 through 7496 North Avenue. Staff issued a correction notice and the Development Services Director ultimately determined on August 27, 2018 that a Trash Enclosure consistent with the Refuse Enclosure Requirements in Municipal Code Section 17.24.050(M) would be required for a dumpster to remain on the property prior to Planning approval of B18-000-0416. On September 6, 2018, project manager Jose Ortiz appealed the determination of the Development Services Director.

Fiscal Impact:

[No fiscal impact.]

Environmental Review:

- | | |
|---|---|
| <input type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input checked="" type="checkbox"/> Statutorily Exempt, Section 15268 | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|---|---|--|
| <input type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input checked="" type="checkbox"/> Notice to property owners within 500 ft. |
| <input checked="" type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Resolution

- C. Vicinity Map
- D. Site Photos
- E. Development Services Director Decision Letter dated August 27, 2018
- F. AA1-800-0005 Administrative Appeal Form
- G. Appellant's Letter dated September 5, 2018

Attachment A

LEMON GROVE PLANNING COMMISSION STAFF REPORT

Item No. 4

Mtg. Date October 22, 2018

Item Title: Public Hearing to Consider Administrative Appeal No. AA1-800-0005 Regarding the Decision to Require a Refuse Enclosure Consistent with Municipal Code Section 17.24.050(M) for on-site Dumpsters with Building Permit B18-000-0416 at 7490 through 7496 North Avenue in the Heavy Commercial Zone.

Staff Contact: Mike Viglione, Assistant Planner

Application Summary:

APPLICANT:	Jose L Ortiz
OWNER:	Dignora C. Torres
PROPERTY LOCATION:	7490-7496 North Avenue, APN: 480-021-23-00. The site is located between Buena Vista Avenue and West Street on the north side of North Avenue.
PROJECT AREA:	0.27 acres (11,547 square feet)
EXISTING ZONE:	Heavy Commercial (HC)
GENERAL PLAN LAND USE DESIGNATION:	General Business
SURROUNDING PROPERTIES:	North: State Route 94 South: General Commercial (GC) East: Heavy Commercial (HC) West: Heavy Commercial (HC)
ENVIRONMENTAL IMPACT:	The project is Statutorily Exempt from the California Environmental Quality Act Section 15268 (Ministerial Projects). Mitigation measures are not required and no environmental impact is anticipated.

Attachment A

Background

Existing Conditions

The subject property is a narrow 11,547 square foot (0.27 acre) lot that fronts on North Avenue. The property is approximately 259 feet wide and ranges in depth from approximately 33 to 55 feet. The site is contiguous with State Route 94 to its north and, to the east, other nonconforming apartments in the HC zone. The existing 3,600 square foot four-unit apartment building was built in 1959 and occupies the center of the eastern 2/3 of the parcel. To the west of the two-story apartment building is a narrow yard and, on the east side, is the existing parking lot. An overhead San Diego Gas and Electric (SDG&E) power pole stands near the midpoint of the parking lot driveway. As a nonconforming residential use in a nonresidential zone, the apartment building cannot be expanded though it may be maintained subject to certain limitations per the provisions of Lemon Grove Municipal Code (LGMC) Section 17.24.090. Prior to 2018, the only Building Permit in City records was for a new roof and cement work in 1992. Any permits issued prior to the City's incorporation are not maintained by the City.

Project Summary

On March 19, 2018, the City issued Building Permit B18-000-0160 for miscellaneous electrical and plumbing work, including: re-pipe, re-wire, water heater replacement, and drywall replacement for each unit in the existing apartment building at the subject address. Then, on May 1, 2018, the City issued mechanical Building Permits for the installation of an Air Conditioning unit in each apartment under Record IDs B18-000-0247 through B18-000-0250. Finally, on July 19, 2018, the City issued electrical Building Permit B18-000-0416 for a new 500 amp electrical service for lighting and irrigation on site. The Planning Division did not review the issuance of these building permits due to the nature of the work proposed on the applications. Building permits for miscellaneous electrical, plumbing, and mechanical work, are reviewed by the Building Division and are not typically referred to the Planning Division for review unless interior structural or exterior modifications are proposed.

In early August 2018, the Building Inspector requested that the Planning Division inspect the site prior to Final Building inspection and/or grant of occupancy due to the inspector's concerns about the on-site lighting installed on the building's exterior walls and the amperage of the permitted electrical panel. During planning inspection of the property on August 13, 2018 Planning Staff observed that a metal refuse enclosure opening to a concrete pad in the right-of-way had been constructed in the front yard setback (**Attachment D**). After discussing these observations with the Development Services Director, staff notified the applicant via email that the following corrections were required:

1. The Trash Enclosure must be modified and/or relocated to comply with the requirements for refuse enclosures in Section 17.24.050.M of the LGMC. The Director also requires that an opaque covering be provided on top of the enclosure in accordance with Section 17.24.050.M.1.
2. The ramp from the trash enclosure to the street appears to be in the public right of way. An Encroachment, Maintenance and Removal Agreement is required for any improvements in the public Right-Of-Way. Please coordinate with Stephanie Boyce from the Engineering Division at 619-825-3811 for further details.

In subsequent email communications, the appellant indicated that the concrete pad in the right-of-way would be removed and that the refuse enclosure would be demolished. The appellant

Attachment A

further indicated however that the dumpster would remain in the same location as it was pre-existing, that neighboring properties maintained similar unconfined dumpsters on-site, and that a refuse enclosure was not required given that fewer than five (5) residential units exist on the property.

Ultimately, the Development Services Director determined and relayed via letter to the appellant on August 27, 2018, that a refuse enclosure consistent with the Refuse Enclosure Requirements in LGMC Section 17.24.050(M) would be required if the on-site dumpster were to remain (**Attachment E**). The Development Services Director further resolved to withhold final approval of Building Permit B18-000-0416, for the new 500 amp electrical panel for lighting and irrigation on the property, until either construction of a compliant refuse enclosure occurs or the dumpster is replaced with standard curbside residential refuse carts, the standardized wheeled bins used by EDCO and other waste haulers. On September 6, 2018, project manager Jose Ortiz appealed the determination of the Development Services Director (**Attachments F & G**).

During a cursory field survey of the property from North Avenue on October 10, 2018, staff documented and verified that the concrete pad was removed from the public right-of-way though the subject refuse enclosure remains. Staff also observed that the refuse dumpsters which precipitated the Development Services Director determination remain in the apartment parking lot (**Attachment D**).

Appeal Procedures

In accordance with LGMC Section 17.27.020(I), "Any applicant or other interested person who is dissatisfied with the denial, approval, conditional approval, or other application decision made in the administration of this title may appeal the decision." Decisions made by the Development Services Director may be appealed to the Planning Commission. Decisions made by the Planning Commission may be appealed to the City Council. Decisions made by the City Council are final. Appeal applications, accompanied by the filing fee, shall be filed within ten days following the date a decision is made, on forms provided by the Development Services Department.

In addition, this public hearing will be considered a *de novo* hearing and decisions shall be based only upon on the evidence presented in this staff report and at the public hearing and shall not be based upon any prior factual findings or legal conclusions.

Discussion

Municipal Code Conformance

Section 17.24.050(M)(1) of the LGMC requires all refuse containers to be screened in a masonry enclosure at least six (6) feet high with opaque, durable gates. Section 17.24.050(M)(1) also subjects refuse enclosures to an additional nine (9) standards, 17.24.050(M)(1)(a) through 17.24.050(M)(1)(i), which describe when a refuse enclosure is necessary, and govern their location, appearance, construction, and maintenance. LGMC Section 17.24.050(M)(1)(a) specifically states:

Masonry refuse enclosures are required on all residential, multiple residential developments consisting of five or more dwelling units and all commercial and industrial developments in excess of five thousand square feet of commercial or industrial floor area. Refuse enclosures are also required for commercial or industrial land uses of five thousand square feet of floor area *or wherever commercial refuse container(s) (dumpsters) are used* [emphasis added].

Attachment A

This provision is interpreted as requiring refuse enclosures in four (4) separate instances, including wherever commercial refuse container(s) (dumpsters) are used. Since dumpsters are kept on site at 7490 North Avenue, as verified during site inspections and appellant correspondence, a refuse enclosure must be provided according to Section 17.24.050(M)(1)(a).

Given that a refuse enclosure is necessitated by the presence of these on-site dumpsters, the language in Section 17.24.050(M)(1) and subsections (a) through (i), controlling appearance, construction, and maintenance of said enclosures, must be observed. Despite the quality construction of the subject refuse enclosure, materials used in its construction do not meet the materials standards of the aforementioned regulations. While Section 17.24.050(M)(1) mandates masonry construction with neutral stucco siding and an opaque covering, required at the discretion of the Development Services Director, the subject enclosure on site is built from the same black metal fencing that fronts North Avenue and does not include a cover. Similarly, the subject refuse enclosure does not include the two-foot wide screening landscape planter required where feasible by Section 17.24.050(M)(1)(c) or the reinforced Portland cement concrete (PCC) pad required by Section 17.24.050(M)(1)(d).

Conversely however, the subject refuse enclosure may conform to the provisions of LGMC Section 17.24.050(M)(1) and its subsections regulating refuse enclosure location. Subsection 17.24.050(M)(1)(e) requires refuse enclosures to be located 20 feet from any public right-of-way where practical and subsection 17.24.050(M)(1)(b) states that refuse enclosures shall be located so as to provide convenient access and minimize backing maneuvers in the public right-of-way. If the dumpsters are placed at the rear of the parking lot, access may be difficult for waste hauling vehicles due to the narrow entrance created by the overhead SDG&E power pole which divides parking lot access. Such a placement would also necessitate backing maneuvers into the public right-of-way to exit the site. Constructing the refuse enclosure at the rear of the existing parking area may eliminate or compromise access to existing parking spaces as well.

Section 17.16.080(G)(6) of the LGMC also confines all permitted on-site activities in the HC zone to enclosed spaces, which Staff interprets to include waste disposal. Only those use exceptions expressly permitted by the regulations of the HC zone in Section 17.16.080, or those authorized through official City approval, are allowed to occur in the open. The HC regulations do not provide an exemption for waste disposal nor did Staff find any records permitting outdoor, unenclosed storage of on-site dumpsters.

Lastly, LGMC Section 8.48.060 requires application of stormwater Best Management Practices (BMPs) as set forth in the Lemon Grove Design BMP Manual where a use or activity may contribute to stormwater pollution or contamination. The Lemon Grove BMP Design Manual is a development planning tool incorporated into the City's Jurisdictional Runoff Management Plan (JRMP), the primary means by which the City implements the National Pollutant Discharge Elimination System (NPDES) Municipal Permit issued by the San Diego Regional Water Quality Control Board under Order No. R9-2013-0001.

Lemon Grove BMP Design Manual Appendices I-1 and I-2, which are attached to all Building Permit applications, require the incorporation of certain best management practices (BMPs) and are typically reviewed by the Planning Division prior to Building Permit issuance when the project scope requires a Planning approval. Appendix I-1 is required with all applications while Appendix I-2 is only required when an impervious surface is proposed. Appendices I-1 and I-2 must be completed as a condition of Building Permit issuance and are signed by applicants under the penalty of perjury. When an impervious footprint is created as part of a project, as is done by construction of a new concrete pad, Appendix I-2 mandates the implementation of permanent

Attachment A

BMPs, one of which is the requirement for dumpsters to be stored inside a building or a four-sided enclosure with structural overhead canopy.

It may be worth noting that the appellant completed and signed appendices I-1 and I-2 in a contradictory fashion in his application for Building Permit B18-000-0416. The completed I-1 Appendix indicates that the project would not create an impervious footprint which would exempt the project permanent BMP requirements. The completed I-2 Appendix indicates that the project includes impervious construction, thereby mandating the incorporation of permanent BMPs.

Considering the aforementioned regulations, it is staff's position that LGMC compliant refuse enclosure(s) are required should the dumpsters remain on the property. Compliance 17.24.050(M) will require construction of a refuse enclosure using masonry, stucco, and a structural covering and incorporation of screening landscaping around the enclosure where feasible. A reinforced PCC pad and apron would also be required. Alternatively, replacing the dumpsters with curbside pickup refuse carts would negate the refuse enclosure requirement.

Should the applicant choose to retain dumpster service, final siting of the required refuse enclosure can be determined prior to its construction. Reconstruction of the refuse enclosure in its current position fronting North Avenue *may* satisfy LGMC requirements with only minor adjustments to meet the Fire Code mandated 5 foot separation from combustible construction. The current location otherwise eliminates the need for backing maneuvers by waste hauling vehicles and could maximize convenient access to dumpsters. However, it may be impractical or impossible to build an adequately sized enclosure with structural overhead canopy in the current location due to the 6 foot height limit applicable to screening devices within the Heavy Commercial front yard setback in LGMC Section 17.24.050(H)(2)(a).

General Plan Conformance

The Development Services Director determination that the project site must comply with the requirements of LGMC Section 17.24.050(M) is further supported by the following General Plan Policies:

1. Community Development Element:
 - a. Policy 1.1: Protect and enhance established neighborhoods.
 - b. Policy 1.7: Promote a healthy, family-oriented community through appropriate land use and development decisions.
2. Conservation and Recreation
 - a. Objective 6.0: Lower levels of pollutants in runoff.
 - b. Policy 6.2: Comply with current and state water quality programs.

Public Information:

The Notice of Public Hearing for this item was published in the October 11, 2018 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property. No comments in response to the Notice of Public Hearing were received by staff prior to the

Attachment A

finalization of the staff report. Comments received after staff report finalization will be provided to the Planning Commission during public hearing.

Conclusion:

Staff recommends that the Planning Commission conduct the public hearing and adopt a Resolution (**Attachment B**) denying Administrative Appeal No. AA1-800-0005, upholding the Development Services Director's decision to require a trash enclosure for on-site dumpsters prior to release of Building Permit No. B18-000-0416.

Attachment B

RESOLUTION NO.

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LEMON GROVE DENYING ADMINISTRATIVE APPEAL AA1-800-0005, UPHOLDING THE DEVELOPMENT SERVICES DIRECTOR'S DECISION TO REQUIRE A MUNICIPAL CODE COMPLIANT REFUSE ENCLOSURE FOR ON-SITE DUMPSTERS WITH BUILDING PERMIT NO. B18-000-0416 AT 7490 THROUGH 7496 NORTH AVENUE, LEMON GROVE, CALIFORNIA.

WHEREAS, the applicant, Jose Ortiz, obtained multiple building permits in 2018 from the Building Department to replace plumbing, electrical wiring, drywall, and water heaters; and install air conditioning systems and a new 500 amp electrical service for lighting and irrigation at the existing four unit apartment building at 7490 through 7496 North Avenue, Lemon Grove, California; and

WHEREAS, on August 13, 2018, Planning staff conducted a final inspection at the subject property and determined that a newly constructed refuse enclosure did not comply with the Refuse Enclosure Requirements in Lemon Grove Municipal Code Section 17.24.050(M) and that compliance would be required; and

WHEREAS, in a letter to the applicant and property owner dated August 27, 2018, the Development Services Director upheld the requirement to provide a refuse enclosure for on-site dumpsters in accordance with Municipal Code Section 17.24.050(M); and

WHEREAS, on September 6, 2018, Jose Ortiz, the appellant, filed an administrative appeal, No. AA1-800-0005, of the Development Services Director's decision; and

WHEREAS, the City has found the project to be statutorily exempt from the environmental review requirements of the California Environmental Quality Act Guidelines (Section 15268, Ministerial Projects); and

WHEREAS, the Notice of Public Hearing for this item was published in the October 11, 2018 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property; and

WHEREAS, on October 22, 2018, the Planning Commission held a duly noticed public hearing to consider Administrative Appeal AA1-800-0005, an appeal of the Development Services Director's decision to require a Municipal Code compliant refuse enclosure for on-site dumpsters with Building Permit B18-000-0416; and

WHEREAS, a refuse enclosure is required by Municipal Code Section 17.24.050(M)(1)(a) wherever commercial refuse containers or dumpsters are used; and

WHEREAS, a refuse enclosure is required by the Lemon Grove BMP Design Manual I-2 Appendix according to Municipal Code Section 8.48.060; and

WHEREAS, the subject refuse enclosure built during the spring and summer of 2018 does not comply with the Refuse Enclosure Requirements in Municipal Code Section 17.24.050(M); and

WHEREAS, the following General Plan objectives and policies support the decision of the Development Services Director:

1. Community Development Element:
 - a. Policy 1.1: Protect and enhance established neighborhoods.

Attachment B

- b. Policy 1.7: Promote a healthy, family-oriented community through appropriate land use and development decisions.
- 2. Conservation and Recreation Element:
 - a. Objective 6.0: Lower levels of pollutants in runoff.
 - b. Policy 6.2: Comply with current and state water quality programs.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lemon Grove, California hereby:

SECTION 1. Denies appellant Jose Ortiz's Administrative Appeal No. AA1-800-0005; and

SECTION 2. Upholds the Development Services Director's August 27, 2018 decision to require a refuse enclosure in conformance with Municipal Code Section 17.24.050(M), if on-site dumpsters are to remain, prior to final Building Department approval of Building Permit B18-000-0416 for the 500 amp electrical service

PASSED AND ADOPTED: On October 22, 2018 the Planning Commission for the City of Lemon Grove, California adopted Resolution No._____, passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Bailey, Chair

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to form:

City Attorney




↓

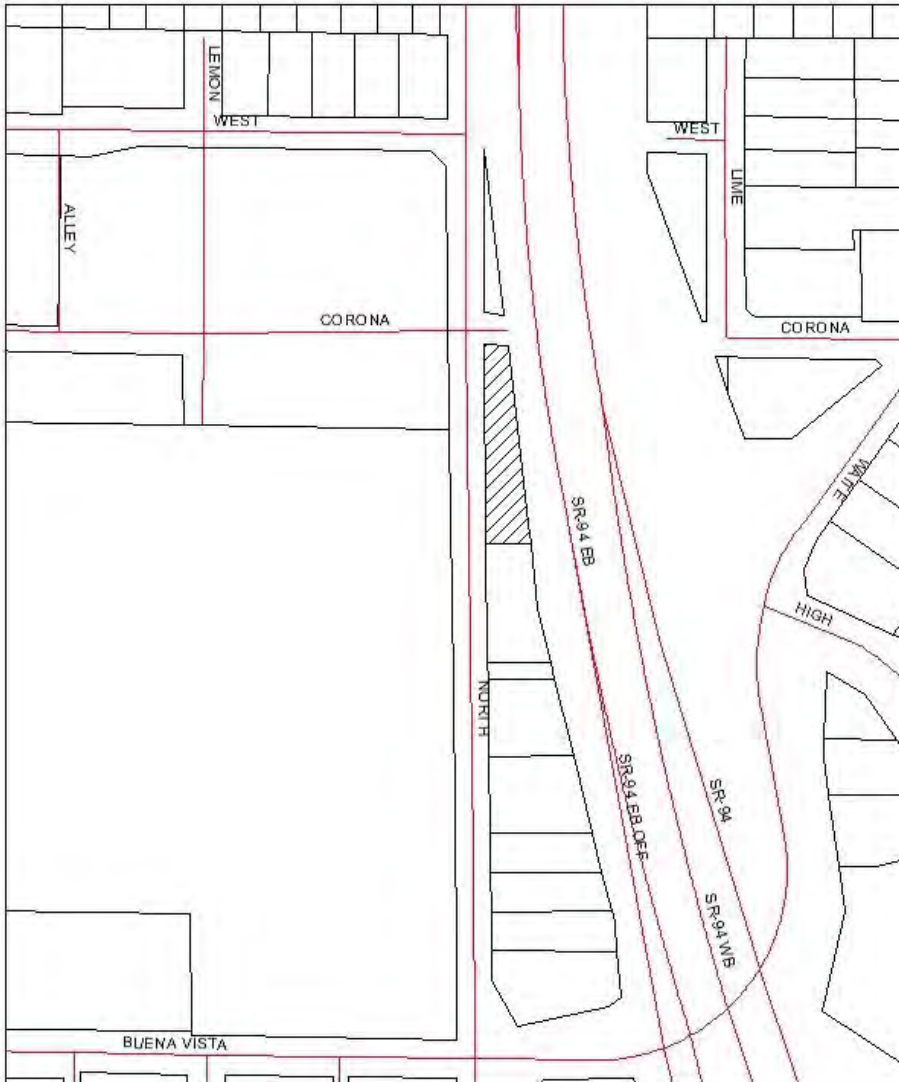
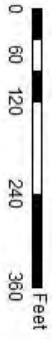
↓

Attachment C

AA1-800-0005



- Legend**
-  7490-96 North Avenue
 -  LG Parcels
 -  Roads



Attachment D



Attachment D



East end of 7490-7496 North Avenue showing dumpsters in existing parking area.

Attachment D





CITY OF LEMON GROVE

Development Services Department

"Best Climate On Earth"

August 27, 2018

Dignora Torres
555 Lee Circle
Chula Vista, CA 91911

RE: Proposed 500 Amp Service for Irrigation and Lighting at 7490 North Avenue (APN: 480-021-23-00); Building Permit No. B18-000-0416

Dear Ms. Torres,

At the request of the Building Division, Planning Staff completed an inspection on August 13, 2018 of Building Permit No. B18-000-0416 for the installation of a new 500 amp electrical service for irrigation and lighting at the existing four unit apartment complex at 7490 through 7496 North Avenue. During this inspection, Planning Staff discovered that a trash enclosure failing to meet municipal code standards had been constructed in the front yard setback along North Avenue.

All trash enclosures constructed in the City are subject to the Refuse Enclosure Requirements in Section 17.24.050(M) of the Lemon Grove Municipal Code (LGMC). Among other things, these provisions require all refuse containers to be screened in a masonry enclosure six (6) feet high with opaque, durable gates, and be located a minimum of 20 feet from the right-of-way when practical. The trash enclosure constructed on site was within the front yard setback and constructed of metal. Furthermore, the trash enclosure may not simply be removed as Section 17.16.080(G)(6) of the LGMC requires all permitted on-site activities to occur in enclosed spaces while Section 17.24.050(M)(1)(a) subjects properties to Refuse Enclosure Requirements "wherever commercial refuse container(s) (dumpsters) are used." It is therefore the determination of the Development Services Director that, if a dumpster is to remain on the property, a trash enclosure meeting the requirements of Section 17.24.050(M) of the Municipal Code must be provided.

Decisions made by the Development Services Director may be appealed to the Lemon Grove Planning Commission pursuant to LGMC, Section 17.28.020(I). Appeals must be filed in writing within 10 calendar days of the date on this letter and must include a filing fee of \$75.00. Appeals must be filed using forms provided by the Development Services Department.

Sincerely,

MIKE VIGLIONE
FOR

David De Vries
Development Services Director

CC: Jose Ortiz, Project Contact [via email]
Mike Viglione, Assistant Planner

AA1-800-0005



PLANNING PERMIT APPLICATION

Development Services Department / Planning Division
 3232 Main Street, Lemon Grove, CA 91945
 Phone: 619-825-3805 Fax: 619-825-3818
 www.lemongrove.ca.gov

APPLICATION REQUEST- SELECT ALL THAT APPLY - (SUBJECT TO OTHER PERMIT REQUIREMENTS)

- | | |
|--|--|
| <input type="checkbox"/> Zoning Clearance (ZC) | <input type="checkbox"/> Tentative Parcel Map (TPM) - 4 or fewer lots |
| <input type="checkbox"/> Pre-Application (PA) | <input type="checkbox"/> Certificate of Compliance (CC) |
| <input type="checkbox"/> Minor Use Permit (MUP) | <input type="checkbox"/> Zoning Amendment (ZA) |
| <input type="checkbox"/> Conditional Use Permit (CUP) | <input type="checkbox"/> Specific Plan Amendment (SPA) |
| <input type="checkbox"/> Planned Development Permit (PDP) | <input type="checkbox"/> General Plan Amendment (GPA) |
| <input type="checkbox"/> Minor Modification (MM) | <input type="checkbox"/> Modification of _____ |
| <input type="checkbox"/> Variance (VA) | <input type="checkbox"/> Time Extension for _____ |
| <input type="checkbox"/> Boundary Adjustment/Lot Merger (BA) | <input checked="" type="checkbox"/> Appeal of Permit B18-000-0416 and Trash bins |
| <input type="checkbox"/> Tentative Map (TM) - 5 or more lots | <input type="checkbox"/> Substantial Conformance Review of _____ |
| <input type="checkbox"/> Other | |

APPLICANT: Jose L. Ortiz **PHONE:** [REDACTED]
ADDRESS: [REDACTED] **FAX:** [REDACTED]
EMAIL: [REDACTED]

PROPERTY OWNER: Dignora C. Torres **PHONE:** [REDACTED]
ADDRESS: [REDACTED] **FAX:** [REDACTED]
EMAIL: [REDACTED]

CONTACT PERSON: Jose L. Ortiz **PHONE:** [REDACTED]
ADDRESS: [REDACTED] **FAX:** [REDACTED]
EMAIL: [REDACTED]

*If applicant or property owner is a trust, partnership, or corporation, please attach record(s) of ownership listing all trustees, partners, or officers, as applicable.

PROJECT NAME: [REDACTED]
PROJECT ADDRESS: 7490 North Avenue, Lemon Grove CA 91945
ASSESSOR PARCEL #: 480-021-23-00 **SITE ACREAGE:** [REDACTED]

DETAILED DESCRIPTION OF PROPOSED PROJECT USE, STRUCTURE, AND IMPROVEMENT:

- Appeal of decision regarding permit B18-000-0416
 see attached letter. *Jose L. Ortiz* 9-6-2018
Property Manager
 (See Attachment G)

CITY OF LEMON GROVE
 SEP 06 2018
 DEVELOPMENT SERVICES

Attachment F

APPLICANT CERTIFICATION:	
I hereby certify that the statements furnished in this application and in the supplemental materials present the data and information required for this project to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge. In addition, I grant permission to the City of Lemon Grove to reproduce submitted materials, including but not limited to plans, exhibits, photographs, and studies for distribution to staff, Planning Commission, City Council and other agencies in order to process this application.	
Signature: 	Date: 9/6/2018
Name (please print): JOSE L. ORTIZ	Phone:
CONSENT BY PROPERTY OWNER	
If applicant is other than property owner, owner must sign consent to filing. Attach additional sheets if necessary. If property owner is a corporation or trust, a designee authorization letter is required.	
I/We, as the owner(s) of the subject property, consent to the filing of this application. We further consent and hereby authorize City representative(s) to enter upon my property for the purpose of examining and inspecting the property in preparation of any reports and/or required environmental review for the processing of the application.	
Signature:	Date:
Name (please print):	Phone:
Signature:	Date:
Name (please print):	Phone:
Note: This application being signed under penalty of perjury and does not require notarization.	
TO BE COMPLETED BY PLANNING STAFF	
APPLICATION PROCESSING:	
FILE #(s): AA1-800-0005	ACTION:
DATE: 9/6/2018	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED
FEES: 75.00 RECEIPT #: 25917	<input type="checkbox"/> CONDITIONALLY APPROVED (See Below)
ZONE: HC	LAND USE DESIGNATION:
COMMENTS and/or CONDITIONS:	
CITY OF LEMON GROVE	
SEP 06 2018	
DEVELOPMENT SERVICES	

Jose L. Ortiz
Don Jose Properties LLC – Property Manager
601 E. Palomar St. Ste C #396
Chula Vista, CA 91911



September 5, 2018.

City of Lemon Grove
3232 Main Street
Lemon Grove CA 91945

Appeal Development Services Department decision regarding trash enclosures and Proposed 500 Amp Service for irrigation and lighting at 7490 North Avenue (APN: 480-021-23-00).

Member of the Council,

I'm appealing Development Service Director's decision to hold approval of permit B18-000-0416 until a trash enclosure is built based on section 17.24.050(M) of the Lemon Grove Municipal Code (LGMC) or remove our locked trash bins and assign individual bins to each tenant. The noted permit is for to upgrade four existing meters to 100 amps and to add an addition meter to service a house panel and provide exterior lighting, irrigation, and possibly security cameras.

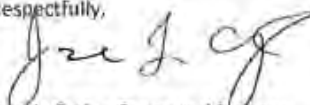
The property located at 7490 North Avenue was purchase on December 2017 by Dignora C. Torres. The owner has given her daughter and son in law power of attorney to handle day to day affairs related to the property. The building and the surrounding lot were in a dilapidated state. An extensive renovation of the building was started in April 2018.

The reasons for the appeal are simple. First the development department failed to provide proper guidance during the renovation to address building of an enclosure per 17.24.050(M) of LGMC. There were many opportunities to deal with the issue but it was brought up too late in the process upon a final planning inspection when project funds were spent. Such enclosure would cost between \$15,000 and \$18,000. Prior to starting the renovation several trips were made to the planning department to determine permit requirements. At first no plans were required, only a plumbing and electrical permits. Several weeks later we were asked to provide plans given the scope of the work, which we always disclosed. A few weeks later, the assistant planner could not find our plans and we had to show our approved stamped working copy as proof. In sum the development department is unorganized and has been a continues to be the source of many delays to complete our renovation and finalize all permits.

The other reason for the appeal is the alternative provided by the director regarding the trash enclosure. We could assign individual unlocked bins to each tenant, one for trash and one for recycle for a total of eight bins. Given that the property is located across from a recycle center and the area is subject to frequent movement of homeless individuals the owner feels there will be trash on the street and the bins will be pillaged of all valuables. This is rewarding bad behavior and not in the public interest.

For these basic reasons the owner requests the City Council to set aside the director's decision and to allow the current trash locked bins to remain in place. The owner is committed to building a proper enclosure at a later time.

Respectfully,


Jose L. Ortiz – Property Manager