

Allegre Apartments

24 HOUR NOTICE OF INTENT TO ENTER DWELLING

Apartment # 2036

Time: 9:30AM - end of day

Date: 7-20-10

Reason for entry: SPRINKLER inspections

If you have any questions or concerns regarding this notice, please feel free to contact the office between the hours of 9am and 5pm Monday through Friday or on Saturdays from 11am to 4pm at (530) 750-2200. Thank you for your time.

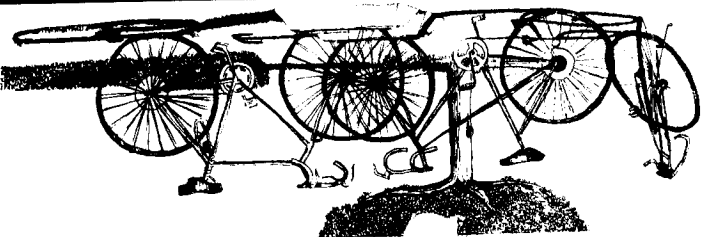
Sincerely,

Allegre Management

AMENDED TO % INTEREST, WHICH RESIDENTS AND OWNERS AGREE IS THE PREVAILING BANK ASS BOOK RATE FOR SAVINGS ACCOUNTS, AS OF THE DATE OF THE LEASE

RESIDENT INITIALS JH & JS To.

DAVIS MODEL LEASE



Approved by the ASUCD Community Housing Listing Service

THIS IS A LEASE FOR THE RENTAL OF REAL PROPERTY IN CONSIDERATION FOR A SUM OF MONEY ACCORDING TO THE TERMS SPECIFIED BELOW:

In consideration of the rents reserved below, the OWNER does hereby lease, demise, and let unto the RESIDENT the premises described below. Both the OWNER and the RESIDENT agree to keep, perform, and fulfill the covenants, conditions, and agreements expressed below.

The OWNER of the leased premises (or the person authorized to act for and on behalf of the OWNER) for the purpose of service of process and for the purpose of receiving and receipting all notices and demands is:

Name and Address: Allegre Apartments 1659 Drew Circle Davis, CA 95618
 Phone: 530-750-2200

The person authorized to manage the premises is:
 Name and Address: JCA v Blackhawk Rd. Lafayette CA 94594
 Phone: 415-838-8003

The RESIDENTS are:

Print Name: Lauren Huang	Permanent Home Address: 1523 Jones Ave, San Francisco	Home Phone: 415-584-5849
Yuko Yamamoto	1659 Jones Cr. #2036 Alamo	530-757-2127
Jan King Young		510-260-7246
Pang-Yun Tsang		530-400-2890

A. ADDRESS: The location of the premises is: 1659 Drew Circle Davis, CA 95618
 Davis, California, 95618, Unit No. 2036

B. TERM: The term of this lease is 12 months beginning September 1, 2009.

C. RENT: The total rental price for the term of the lease is \$25,560 payable in monthly installments of \$2130, due in advance on the 1st day of each month. The rent shall be considered late on the 10th day of each month.

The rent is to be paid to Allegre Apartments at the following address: 1659 Drew Circle Davis, CA 95618

The OWNER shall have the right to assess a service charge (not to exceed \$30.00) at the rate of \$10.00 for each five-day period, beginning on the 5th day after the due date, for which the rent remains unpaid after the due date, such service charge being necessitated by the additional administrative costs involved. Late fees may be avoided by informing the OWNER on or before the due date and mutually arranging for an alternative payment date.

D. SECURITY DEPOSIT: RESIDENT is required to deposit with OWNER the sum of \$700 as a security deposit. OWNER may deduct from the security deposit such amounts necessary to cover any defaults in the faithful performance by the RESIDENT of the terms, covenants, and conditions of the agreement. The cost of maintenance and repairs (including painting, cleaning of carpets, and laundering of drapes), when due to reasonable use and wear, shall be assumed by the OWNER. It is the duty of the RESIDENT to return the premises to their condition at the commencement of the lease, reasonable use and wear thereof excepted. Reasonable use and wear may be understood to mean the gradual deterioration resulting from use, lapse of time, and the operation of the elements, in spite of RESIDENT's care.

(1) Attached hereto and incorporated herein by reference is a policy statement outlining those items to be cleaned and properly maintained in order for the RESIDENT to receive a full refund of the security deposit. OWNER will obtain at least one RESIDENT's signature on this statement before the lease is signed. At the time of occupancy, OWNER shall further provide RESIDENT with a statement outlining whether or not carpets have been shampooed, drapes have been laundered, and walls have been painted in preparation for RESIDENT occupancy.

(2) In the absence of any material breach of this lease by RESIDENT, RESIDENT will receive interest in the security deposit in the amount of five (5) percent per annum for the term of the lease, which shall be added to any refunded portion of the security deposit.

E. TOTAL SUM DUE PRIOR TO OR ON COMMENCEMENT OF LEASE: First Month's Rent \$2130.00, Security Deposit \$700 (carried), Last Month's Rent \$2035 (paid) (w/c)

By optional and mutual agreement between OWNER and RESIDENT, RESIDENT agrees to pay the Other Deposit (Specify) \$_____

Total \$_____

_____ in installments according to the following schedule: _____

THREE DAY NOTICE TO PAY RENT OR QUIT

TO Jiaren Huang, Yoko Yamamoto, Jen Oyoung, Pang-Yen Tseng
 and all other tenants in possession of the premises describes as:

Address 1659 Drew Circle #2036, Davis, CA 95618

City of Davis County of Yolo California

PLEASE TAKE NOTICE that the rent is now due and payable on the above-described premises which you currently hold and occupy.

Your rental account is delinquent in the amount itemized as follows:

Rental Period <u>August 1, 2010 - August 31, 2010</u>	Rent due \$	<u>1,020.00</u>
Rental Period _____	Rent due \$	_____
Rental Period _____	Rent due \$	_____
Rental Period _____	Rent due \$	_____
Rental Period _____	Rent due \$	_____

TOTAL RENT DUE \$ 1,020.00

You are hereby required to pay said rent in FULL within three (3) days or to remove yourself from and deliver up possession of the above-described premises, or legal proceedings will be instituted against you to recover possession of said premises, to declare the forfeiture of the Lease or Rental Agreement under which you occupy said premises and to recover rents, together with \$600.00 **punitive damages**, with court costs and attorneys fees, according to the terms of your Lease or Rental agreement.

YOU ARE FURTHER NOTIFIED that by this notice your landlord, elects to, and does hereby declare a forfeiture of said lease or rental agreement if said rent is not paid in full.

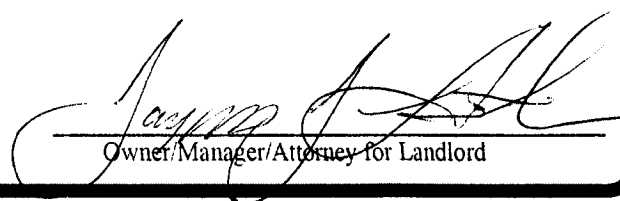
Payment can in person at 1659 Drew Circle #2036, Davis, CA 95618
 be made by Mail addressed to 1659 Drew Circle #2036, Davis, CA 95618
Check or Cashier's Check to be made payable to
person authorized to receive payment
 By: Jaymes Latch / Megan Brown
address where payment is to be made
1659 Drew Circle
City, State, Zip
Davis, Ca. 95618
Phone Number

Payment can be made between the hours of
9:00 am and 5:00 pm

Monday - Through Friday
 Other weekend rent drop box

By: Cash
 By: Cashiers Check
 By: Money Order
 By: Personal Check

Dated this 28th day of August 2010



 Owner/Manager/Attorney for Landlord

How are you?

Have you paid Aug rent, Peng san?

My address is

1440 Veteran Ave. #340

Los Angeles CA 90024

Tel; (310) 871-7212 or (408) 398-2667

There are a lot of discussion with Alegere Apt manager; and their final answer is 600/ for Aug 2010.

It is complicated matter;

1. Our rent is 2150 dollar per month according to the agreement
2. When I was trying to pay the first payment of this fiscal year, that was Sep. 2009, the manager (maybe she was the receptionist?) told me, "2070 is your monthly rent." Therefore I paid 2070 dollar per month every month for Sep.- June 2010.
3. They said that they made notice to me; since I never received the notice.
4. In addition, they told Peng San about this on some day in May. (I have not heard of this)
5. The manager who told me 2070 was fired for some reason; and then Aiegre apartment hired the other manager (or receptionist), since she also never told nor explain me the price difference between 2070 and 2150.
6. The difference is 80 dollar; therefore they want us to pay $80 * 12 = 960$, however, some of them are their mistake. So they discount us 360 and offered us 600 dollar for AUG. 2010.
7. I would like to terminate this matter and get agreement at the price of 600 dollars.

Therefore the payment for Aug. 2010 is 150 per One person.

Will you be able to consent this issue?

If you have any further questions; ask the apartment manager.

However, I do not want to spend any more time and energy for this matter and would like to accept this agreement. (we discussed yesterday) how do you think? Is it OK for you?

Based on this agreement/ one person portion is 150 dollar.

Would you pay 600 to apartment office Peng san?

About PG and E is shown next page.