

1 PAUL ALAN LEVY, *pro hac vice* pending
Email: plevy@citizen.org
2 Public Citizen Litigation Group
1600 20th Street, NW
3 Washington, DC 20009
Telephone: 202/588-1000
4 Facsimile: 202/588-7795

5 ANN BRICK (No. 65296)
American Civil Liberties Union Foundation
6 of Northern California, Inc.
Email: abrick@aclunc.org
7 39 Drumm Street
San Francisco, California 94111
8 Telephone: 415/621-2493
Facsimile: 415/255-8437

9 Attorneys for Movant

10 UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
12 SAN FRANCISCO DIVISION

13 PARKMERCED INVESTORS PROPERTIES)
LLC, *et al.*,)

14 Plaintiffs,)

15 v.)

16 DOES 1-18, INCLUSIVE)

17 Defendants.)
18)
19)

No. CV-0800434-MEJ

AFFIDAVIT OF PAUL ALAN LEVY

Date: January 15, 2009

Time: 10 AM

Place: Courtroom B, 15th floor

Judge: James

20 1. My name is Paul Alan Levy. I am lead counsel for movant John Doe. I am a member of
21 the D.C. Bar and am applying to the Court for leave to appear *pro hac vice*. I make this affidavit in
22 support of the motion of John Doe for a protective order barring enforcement of plaintiffs' subpoena
23 and to strike plaintiffs' complaint under California's anti-SLAPP statute.

24 2. I refer to defendant Doe in this affidavit generically using the female gender, without
25 intending to imply that Doe is actually female.

26 3. After I received a request from Doe to protect her right to speak anonymously, I asked
27 apartmentratings.com to provide me with a copy of the subpoena seeking to obtain her identifying
28

1 information and to specify which of the statements enumerated in the complaint had caused it to send
2 a notice of subpoena to my client. The response from apartmentratings.com, along with the subpoena
3 that was attached to that email, is attached as Exhibit A.

4 4. I examined the apartmentratings.com web site to obtain the list of all opinions posted about
5 Larkspur Shores; I printed out the list of such opinions, as well as the list of the comments posted
6 under the opinion title 'Major Construction Project Underway (For the next TWO years),' identified
7 in paragraph 2(b) of the subpoena. These lists are attached as Exhibit B. Apartmentratings.com
8 advised that Doe's information was sought by paragraph 2(b) on page 3 of the subpoena, that sought
9 documents "concerning the identity of the posting on or about January 22, 2008, under the screen
10 designation 'Anonymous' in response to a posting on or about April 28, 2008 under the opinion title
11 'Major Construction Project Underway (For the next TWO years).'" Inspecting Exhibit B, I
12 determined that apartmentratings.com's notification to Doe was prompted by the first of the two
13 postings by "Anonymous" on January 22, 2008.

14 5. I examined apartmentratings.com web site to obtain the complete list of opinions posted
15 about plaintiff Parkmerced and printed that list. A copy is attached as Exhibit C.

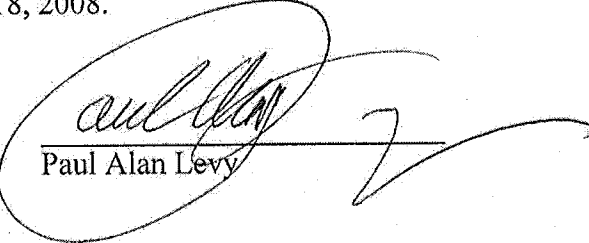
16 6. I further examined the apartmentratings.com website to determine how comments could
17 be posted either by residents (or prospective residents) and the apartment buildings under review, or
18 by the managers of those buildings, and printed the pages that are attached as Exhibit D.

19 7. Doe provided me with a copy of her lease for her residence at plaintiff Larkspur's apartment
20 building. I have redacted Doe's name and other information in the lease that might tend to identify
21 her. The redacted lease is attached as Exhibit E.

22 8. On November 17, 2008, I called counsel for plaintiffs, Terrence Ross, to seek consent to
23 Doe's motion. I explained in general terms the basis for our motion -- the lack of court permission for
24 pre-Rule 26(f) discovery, the lack of jurisdiction, and the failure to make any showing in support of
25 discovery. Mr. Ross told me that he has sought pre-service discovery in some thirty to forty cases and
26 done it just the way he did it here. We also discussed the federal law claim in the complaint, which
27 Mr. Ross characterized as a general Lanham Act claim for misuse of a trademark under section 43(a),

1 and not just a false advertising claim. We discussed such a claim and disagreed about whether an
2 allegation (and showing) of confusion about source is needed for such a claim. Mr. Ross declined to
3 consent.

4 Pursuant to 28 U.S.C. § 1746, I hereby certify under penalty of perjury that the foregoing is
5 true and correct. Executed on November 18, 2008.

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7 
8 Paul Alan Levy
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Exhibit A

From: "ApartmentRatings.com Legal" <legal@apratings.com>
To: Paul Levy <plevy@citizen.org>
Date: 10/21/2008 6:10:55 PM
Subject: Re: Fw: ApartmentRatings.com Legal Notice

Dear Mr. Levy,

Thank you for your note.

Unfortunately, there was a mistake in our email. Our email stated that Stellar Larkspur Partners had subpoenaed records relating to the author of the following posting that is associated with your client's ApartmentRatings.com account:

<http://www.apartmentratings.com/rate/CA-Larkspur-Larkspur-Shores-713696.html>
(Review 713696).

However, Stellar Larkspur Partners has filed a subpoena requesting information regarding the authors of _responses_ to Review 713696 (as opposed to the review itself). The responses are identified as having been written by by Anonymous on 1/22/08. According to our records, your client's account is associated with the following response:

From: Anonymous, Date: 01/22/08, "Yes, darling, they did. If you look at your first double bill..."

We apologize profusely for this mistake. Attached, please find a copy of the subpoena.

Sincerely,

The ApartmentRatings.com Legal Team
ApartmentRatings.com is a division of Internet Brands, Inc.

SAO88 (Rev. 12/07) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT
 Central District of California

PARKMERCED INVESTORS PROPERTIES LLC and
 STELLAR LARKSPUR PARTNERS, LLC
 V.

SUBPOENA IN A CIVIL CASE

Docs 1-18

Case Number:¹ 08-cv-4434-MEJ (pending in
 Northern District of California)

TO: ApartmentRatings.com
 909 North Sepulveda Blvd, 11th Floor
 El Segundo, CA 90245

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):


Please see Attachment A

PLACE	DATE AND TIME
Gibson, Dunn & Crutcher LLP, 333 South Grand Ave., Los Angeles, CA 90071	November 10, 2008 at 10:00 am

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rule of Civil Procedure 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
	10/03/08

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
 Terence P. Ross, c/o Gibson, Dunn & Crutcher LLP, 1050 Connecticut Avenue, NW, Washington, DC 20036
 Phone: (202) 955-9500

(See Federal Rule of Civil Procedure 45 (c), (d), and (e), on next page)

¹ If action is pending in district other than district of issuance, state district under case number.

AO88 (Rev. 12/07) Subpoena in a Civil Case (Page 2)

PROOF OF SERVICE

DATE	PLACE
SERVED	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____ DATE _____ SIGNATURE OF SERVER _____

ADDRESS OF SERVER _____

Federal Rule of Civil Procedure 45 (c), (d), and (e), as amended on December 1, 2007:

- (c) **PROTECTING A PERSON SUBJECT TO A SUBPOENA.**
- (1) **Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney’s fees — on a party or attorney who fails to comply.
- (2) **Command to Produce Materials or Permit Inspection.**
- (A) **Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.
- (B) **Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:
- (i) At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.
- (3) **Quashing or Modifying a Subpoena.**
- (A) **When Required.** On timely motion, the issuing court must quash or modify a subpoena that:
- (i) fails to allow a reasonable time to comply;
 - (ii) requires a person who is neither a party nor a party’s officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;
 - (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
 - (iv) subjects a person to undue burden.
- (B) **When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:
- (i) disclosing a trade secret or other confidential research, development, or commercial information;
 - (ii) disclosing an unretained expert’s opinion or information that does not describe specific occurrences in dispute and results from the expert’s study that was not requested by a party; or
 - (iii) a person who is neither a party nor a party’s officer to incur substantial expense to travel more than 100 miles to attend trial.
- (C) **Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:
- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
 - (ii) ensures that the subpoenaed person will be reasonably compensated.
- (d) **DUTIES IN RESPONDING TO A SUBPOENA.**
- (1) **Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:
- (A) **Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.
- (B) **Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.
- (C) **Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.
- (D) **Inaccessible Electronically Stored Information.** The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.
- (2) **Claiming Privilege or Protection.**
- (A) **Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:
- (i) expressly make the claim; and
 - (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.
- (B) **Information Produced.** If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.
- (e) **CONTEMPT.**
- The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty’s failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

ATTACHMENT A
TO SUBPOENA DUCES TECUM TO
APARTMENTRATINGS.COM

ApartmentRatings.com shall, utilizing the definitions and instructions set forth in Sections A and B below, produce the documents set forth in Section C below.

A. INSTRUCTIONS

1. If you object to producing any document (in whole or in part) based on any privilege, you should state the nature of the privilege claimed and the basis thereof; identify and describe the document and the reason for which it was created; identify the creator of the document and all persons named on it, to whom the document was sent, for whose use it was prepared, and state the date of the document. This information should be set forth separately on a privilege log.

2. If you find any document request or term used in a request to be vague, ambiguous, subject to varying interpretations, or unclear, state what portion of the request or term you find to be vague, ambiguous, subject to varying interpretations, or unclear, state your understanding of the request or term, and respond in accordance with that understanding.

3. If any responsive document is no longer in existence, cannot be located or is not in your possession, custody or control, identify it, describe its subject matter and describe its disposition including without limitation identifying the person or persons (a) having knowledge of the contents of the document and/or its destruction, deletion or disposition and (b) responsible for its destruction, deletion or other disposition.

4. To the extent you believe that any responsive document is not within your possession, custody, or control, but rather, is within the possession, custody, or control of another individual or entity, identify the individual or entity that may possess the responsive document and identify the responsive document that you believe that individual or entity may possess.

5. All responsive and potentially responsive documents should be preserved and maintained pending the outcome of this action.

B. DEFINITIONS

1. "All" includes the term "each" or "any," and vice versa. The singular shall include the plural, and the disjunctive shall include the conjunctive, and vice versa.

2. "Communication" means the transmittal of any information in any manner. The term "communication" includes, but is not limited to, any oral, written, or electronic correspondence and evidence thereof, no matter how that correspondence or evidence is stored, memorialized, or fixed. It furthermore includes, but is not limited to, any summaries, reviews, reports, notes, logs, records, journals, minutes, or outlines concerning or memorializing the transmittal of information.

3. "Concerning" means constituting, evidencing, reflecting, describing, effecting, relating to, referring to, pertaining to, or about, either directly or indirectly, or being in any way logically or factually connected with the specified subject matter. Any request for documents "concerning" any subject matter includes a request for documents reflecting communication about that subject matter.

4. "Document" is used in its broadest sense and is meant to include all items referred to and included within the scope of the Federal Rules of Civil Procedure. The term "document" is specifically meant to include, but is not limited to, any and all electronic documents and data, no matter how they are stored. The term "document" also is meant to include, but is not limited to, all original and nonidentical copies, and all nonidentical drafts or versions of any document.

5. The "Website" means the Internet website associated with the Uniform Resource Locator www.apartmentratings.com.

6. "Parkmerced" means the community of high-rise flats and townhomes located at 3711 Nineteenth Avenue, San Francisco, California 94132.

7. "Larkspur Shores" means the community of apartments located at 700 Lincoln Village Circle, Larkspur, California 94939.

C. DOCUMENTS TO BE PRODUCED

Please produce the following documents or things in your possession, custody or control:

1. All documents concerning the identity of the Website user or users responsible for the following postings and responses on the Website concerning Parkmerced, including but not limited to all Internet Protocol addresses:

- a. The posting on or about September 8, 2008 under the screen designation "Anonymous" and opinion title "STAY FAR FAR AWAY AND NEVER LOOK BACK."
- b. The posting on or about September 2, 2008 under the screen designation "Anonymous" in response to a posting on or about September 1, 2008 under the opinion title "WORST PLACE I'VE EVER LIVED."
- c. The posting on or about September 1, 2008 under the screen designation "Anonymous" and opinion title "WORST PLACE I'VE EVER LIVED."
- d. The posting on or about July 12, 2008 under the screen designation "nevercomplain" and opinion title "Used to Live There – DO NOT MOVE IN."
- e. The posting on or about May 16, 2008 under the screen designation "Anonymous" and opinion title "Parkmerced improperly bills tenants and there is proof."

- f. The posting on or about May 7, 2008 under the screen designation "Anonymous" in response to a posting on or about May 6, 2008 under the opinion title "Parkmerced=HELL."
- g. The posting on or about April 11, 2008 under the screen designation "Anonymous" and opinion title "They keep rents up illegally."
- h. The posting on or about April 1, 2008 under the screen designation "Anonymous" in response to a posting on or about March 23, 2008 under the opinion title "Great."
- i. The posting on or about February 3, 2008 under the screen designation "Anonymous" and opinion title "A real dump!"
- j. The posting on September 10, 2007 under the screen designation "ansfsustudent" and opinion title "Steer Clear."
- k. The posting on or about June 18, 2007 under the screen designation "Anonymous" and opinion title "Extreme Noise Pollution in Apartments – Banging pipe noise."
- l. The posting on or about May 24, 2007 under the screen designation "Anonymous" in response to a posting on or about September 30, 2007 under the opinion title "security patrol is afraid of the tenants."
- m. The posting on or about May 14, 2007 under the screen designation "Anonymous" and opinion title "Depressing."

2. All documents concerning the identity of the Website user or users responsible for the following postings and responses on the Website concerning Larkspur Shores, including but not limited to all Internet Protocol addresses:

- a. The posting on or about May 17, 2008 under the screen designation "Anonymous" and opinion title "RUN RUN RUN FAR FAR AWAY."
- b. The posting on or about January 22, 2008 under the screen designation "Anonymous" in response to a posting on or about April 28, 2008 under the opinion title "Major Construction Project Underway (For the next TWO years!)."
- c. The posting on or about November 10, 2007 under the screen designation "Anonymous" and opinion title "worst experience."
- d. The posting on or about November 6, 2007 under the screen designation "makensie_younce@yahoo.com" and opinion title "One Cypress Station Sucks."
- e. The posting on or about September 28, 2007 under the screen designation "Anonymous" and opinion title "New Owners/Management As of July 2007."

Exhibit B

Ads by Google

Esprit Marina Del Rey

Luxury Apartments in Los Angeles Waterfront Homes Now Leasing

www.EspritMDR.com

Larkspur Shores

RECOMMENDED BY
33.0%
Overall Rating

Parking:
 Maintenance:
 Construction:
 Noise:
 Grounds:
 Safety:
 Office Staff:

700 Lincoln Village Circle
 Larkspur, CA 94939
 415-461-6055
 ▶ I'm the manager
 ▶ I'm a resident
 ▶ Save to favorites

<prev 1 of 8 next>
[Reviews](#) [Map](#) [Pricing](#) [Safety](#) [Users' Questions](#) [Property Details](#) [Write a review](#)

Use ApartmentSearch.com and collect up to \$200 IN REWARDS with participating properties!

Opinions 48 of 48

Click a header to sort

	DATE & OPINION	RECOMMEND	RATING
11/03/2008	It is a mixed bag I have lived here for several years and am moving away this month. My length of tenancy gives me a perspective that others may not have. I agree that the current conditions are bad. Everything is older, uglier and dirtier. ... more	NO	3.0
10/25/2008	really not as bad as some people are saying... We've lived here a year while our house was being remodeled. And yes, we're moving out next month. But I haven't had any of these bad experiences I keep reading so much about. Yes, if I get home late I ... more	YES	4.0
10/13/2008	I've changed my mind EDIT: Here's a photo of the local wildlife. And yes, they can and will get into your apartment. Management poisoned them all before - no regard for people's pets, by the way - but they came back. Also, I have noticed ... more	NO	2.0
10/03/2008	STAY AWAY, EVEN IF YOU HAVE TO LIVE IN YOUR CAR This place was borderline when I moved in, but after the new owner "Stellar Larkspur" & parent company Alliance Residential took over it went straight in the toilet. Their business practices are incompetent at best - fraudulent at worst. Bookkeeping ... more	NO	1.0
09/30/2008	Water Bill Increase I have lived at Larkspur Shores for 3 years. They charge for sewer, water and trash. It is approximately \$75 extra per month over the rent. Now that there are washers in some of the units, my water bill has ... more	NO	2.0
09/16/2008	Terrible construction noise and poor management-STAY AWAY	NO	1.0
07/23/2008	Moving there in a month or so...	YES	3.0
07/15/2008	I'm Happy	YES	5.0
07/14/2008	Ready to move out of larkspur shores	NO	1.0
07/14/2008	Nice location, bad buildings, nice park, bad parking	NO	2.0
Hide 38 opinions about Larkspur Shores.			
07/06/2008	2 months	NO	1.0
06/22/2008	I recommend!	YES	4.0
06/20/2008	Want to hear a funny story? Read the review below.....	NO	1.0
06/10/2008	Do not move here!!!!	NO	1.0
06/09/2008	AVOID at all costs!!! (unless you must have ferry access)	NO	2.0
05/17/2008	RUN RUN RUN FAR FAR AWAY	NO	1.0
05/06/2008	The Ghetto	NO	2.0
05/05/2008	Facts of life and emotion,when we try to find a place,what we adoringly call our home	YES	5.0
05/04/2008	Read apt ratings first but moved in anyway	YES	4.0
04/28/2008	RUN SCREAMING	NO	1.0
04/28/2008	Major Construction Project Underway (For the next TWO years!)	NO	1.0
04/15/2008	Management are real jerks!	NO	1.0

Quick Tools

- ▶ Find a Roommate
- ▶ Moving Quotes
- ▶ Truck Rentals
- ▶ Rate an Apartment
- ▶ Advertise a Unit

Moving Resources

- Move Planner**
- Free Locator Help
 - Moving Quotes
 - Storage Units
 - Truck Rentals

Finance Organizer

- Free Credit Report
- Renters Insurance
- Car Insurance

Apartment Life

- Find a Roommate
- Furniture Rental
- OhMyApartment Blog
- Landlords: Post a Vacancy (Free)
- Renters: Post a Sublet (Free)

02/03/2008	I Love It Here At Dog Heaven!	YES	4.0
01/22/2008	The most rotten apartments ever	NO	1.0
01/21/2008	This is not a bad place to live - much better than my old apartment!	YES	4.0
01/21/2008	Outstanding	YES	5.0
01/21/2008	Worth the Price!	YES	5.0
01/10/2008	Looking forward	YES	5.0
12/28/2007	This place isn't bad at all... spoiled Marin-ites need to chill out.	YES	4.0
11/30/2007	You'll Never Get Your Deposit Back	NO	2.0
11/10/2007	worst experience	NO	2.0
11/06/2007	One Cypress Station Sucks	NO	1.0
10/24/2007	MOVING OUT	NO	3.0
09/28/2007	New Owners/Management As of July 2007	NO	2.0
10/10/2006	Run Away...	NO	1.0
07/26/2006	Pet friendly	NO	2.0
03/27/2006	Stay VERY FAR from here!!!!	NO	1.0
03/08/2006	Great! Very happy here!	YES	5.0
02/22/2006	Don't waste your time.	NO	1.0
02/06/2006	No bang for your buck	NO	1.0
01/15/2006	Worst Place to Live for the Money	NO	2.0
01/10/2006	Yes, old but great location and accommodating staff	YES	3.0
10/09/2005	Gross	NO	1.0
09/11/2005	AVOID	NO	1.0
07/29/2005	Convenient Location	NO	3.0
07/15/2005	OLD & RUN DOWN but great location & staff	NO	2.0
12/28/2003	Above average	YES	3.0
12/17/2003	decent convenient place to live	YES	3.0

Use ApartmentSearch.com and collect up to \$200 IN REWARDS with participating properties!

About

Larkspur Shores is an apartment community located in Larkspur , CA . The following apartment communities are located nearby: [Larkspur Courts Apartments](#) (0.1 miles), [Bon Air Apartments](#) (1.1 miles), and [Valencia Apartments](#) (1.7 miles).

Up to: [Larkspur apartments](#)
[California apartments](#)

 [Subscribe to Larkspur Shores feed](#)



[Free estimates on moving trucks](#)

[Find apartment share/roommates](#)

Find Apartments Moving Center Discussions

Home California Larkspur Larkspur Shores Major Construction Project Underway (For the next TWO years!)

Search Search by city, state, zip or apartment name. Welcome Guest - Login or Join

Ads by Google

Larkspur Shores

RECOMMENDED BY 33.0% Overall Rating

- Parking: Maintenance: Construction: Noise: Grounds: Safety: Office Staff:

700 Lincoln Village Circle Larkspur, CA 94939 415-461-6055 I'm the manager I'm a resident Save to favorites

Reviews Map Pricing Safety Users' Questions Property Details Write a review <prev 1 of 8 next>

Heavy Equipment

Backhoes, Excavators, & Skid Steers Visit Now for Free Price Quotes!

Equipment.BuyerZone.com

Quick Tools

- Find a Roommate Moving Quotes Truck Rentals Rate an Apartment Advertise a Unit

Moving Resources

- Move Planner Free Locator Help Moving Quotes Storage Units Truck Rentals

- Finance Organizer Free Credit Report Renters Insurance Car Insurance

- Apartment Life Find a Roommate Furniture Rental OhMyApartment Blog Landlords: Post a Vacancy (Free) Renters: Post a Sublet (Free)

Use ApartmentSearch.com and collect up to \$200 IN REWARDS with participating properties!

Major Construction Project Underway (For the next TWO years!)

From: -Anonymous- Date posted: 4/28/2008 Years at this apartment: 2003 - 2008 3 responses

If you enjoy the noise of backhoes, jack hammers and other heavy equipment from 9 to 5, Larkspur Shores is the place for you!

The residents were given no notice of this major headache. One tenant who moved in 3 days before the construction started @ the 1800 building was never told. She now has to walk a mile to her apartment, because her parking space is being demolished. By the way, over 100 resident cars have been evicted from their parking spaces. Management did nothing to arrange for parking privileges at the nearby Marriott. People can't find a place to put their car.

This construction is scheduled for the next 2 years. The dust is unbelievable; seeps into your car, on to everything in your apartment. We're postponing getting our new flat screen TV; we'd like it to last!

Renters, beware!

Rate this review Problem, Funny, Best of? Flag review

Recommended: NO Overall Rating

- Parking: Maintenance: Construction: Noise:

- Grounds: Safety: Office Staff:

I'm the author! Edit review Lived here? Write a review I'm the manager



User Responses

From: Anonymous Date: 01/21/2008

The utilities bill didn't double! The first bill from the new billing company was for TWO months,not one. There was NO bill for the first month under the new billing company.

Rate this response Problem, Funny, Best of? Flag review

From: Anonymous Date: 01/22/2008

Yes, darling, they did. If you look at your first double bill it represents 55 days. Do the math. In our case, our water/trash bill was \$37-42/month. It is now \$65/month; either prorate your double bill or look at the new single monthly bill; although many residents haven't even received it yet.

Rate this response Problem, Funny, Best of? Flag review

From: Anonymous Date: 01/22/2008

yeah the new mgmt is totally making money off the tenants oh and if you don't agree they EVICT you instead of having the understanding that your lease is up. (My neighbor is getting evicted) I bet the first one on here was the mgmt. Thanks for ripping me off I am out!

Rate this response Problem, Funny, Best of? Flag review

Your thoughts? Post a response to this review.

Display my response: with my username anonymously
 Responses appear below reviews and one response per user is permitted.

Disclaimer: No attempt has been made to verify or assure the accuracy of the claims made by the author of this opinion or responses. You must judge the truthfulness of any review and accept responsibility for your use of this information.

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Exhibit C

Ads by Google

Villas Parkmerced
 (formerly Parkmerced)

RECOMMENDED BY
28.0%
 Overall Rating

Parking:
 Maintenance:
 Construction:
 Noise:
 Grounds:
 Safety:
 Office Staff:

3711 19th Avenue
 San Francisco, CA 94132
 415-405-4600
 ▶ I'm the manager
 ▶ I'm a resident
 Save to favorites

Reviews Map Pricing Safety Users' Questions Property Details Write a review <prev 1 of 16 next>

Use ApartmentSearch.com and collect up to \$200 IN REWARDS with participating properties!

Opinions 263 of 263

DATE & OPINION	RECOMMEND	RATING
10/20/2008 Unethical management, horrible housing policies UPDATE: Villas Parkmerced is issuing subpoena's for possible legal action against residents posting negative reviews here! BE CAREFUL WHAT/HOW YOU ARE POSTING! This is further proof of them using misinformation and shady practices to appeal to prospective/inexperienced renters. My horror story? ... more	NO	1.0
09/01/2008 WORST PLACE I'VE EVER LIVED! This place is a ----- joke! If you're looking for some place decent and real, avoid this place. It's fake as all hell, and so are most of the people that work there (with the exception of a few smart ... more	NO	1.0
08/27/2008 Worst experience ever I should have realized before moving in that I was in for a horrible experience. Upon first calling ParkMerced, 90 days before my move in date, my roommates and I were informed that pricing for the apartment we were looking for ... more	NO	1.0
08/27/2008 Do not live here. Subject title says it all. I wish when I was looking for apartments I had come to this website first. And beware of the overly glowing, positive reviews posted here: they are most likely the employees. A way to tell ... more	NO	1.0
08/27/2008 Its working for us... You should know just by looking around the neighborhood that it's kinda...uh...generic. That said we enjoy our little townhouse and its outside space. We have lived in "cool" victorian slum houses with no heat, parking, dishwashers, hiding pets etc etc ... more	YES	3.0
08/02/2008 HORRIBLE.	NO	2.0
07/21/2008 new playground	YES	3.0
07/15/2008 Parkmerced is WORSE then hell	NO	1.0
07/11/2008 Used to Live There - DO NOT MOVE IN	NO	1.0
06/19/2008 PARKMERCED WELCOMES TENANT WITH UNSAFE AND DIRTY ENVIRONMENT, TERRIBLE NOT RESPONSIBLE RUDE SERVICE AND GARBIGE, GARBIGE, dogs ----.	NO	1.0

Hide 253 opinions about Villas Parkmerced (formerly Parkmerced).

05/30/2008 BE WARE IT IS TERRIBLE PLACE, YOU WILL BE SORRY IF YOU LIVE THERE	NO	1.0
05/16/2008 Parkmerced improperly bills tenants and there is proof	NO	1.0
05/12/2008 cool place to live	YES	3.0
05/09/2008 Parkmerced is great.	YES	5.0
05/06/2008 Parkmerced= HELL	NO	1.0
05/05/2008 The Villas Suck	NO	2.0
04/27/2008 Two thumbs way DOWN!!!!	NO	1.0
04/17/2008 help me! I'm living in hell!!!	NO	1.0
04/16/2008 Bad Service!	NO	2.0
04/11/2008 They keep rents up illegally	NO	1.0

Quick Tools

- Find a Roommate
- Moving Quotes
- Truck Rentals
- Rate an Apartment
- Advertise a Unit

Moving Resources

- Move Planner
- Free Locator Help
- Moving Quotes
- Storage Units
- Truck Rentals

Finance Organizer

- Free Credit Report
- Renters Insurance
- Car Insurance

Apartment Life

- Find a Roommate
- Furniture Rental
- OhMyApartment Blog
- Landlords: Post a Vacancy (Free)
- Renters: Post a Sublet (Free)

New Lofts and Flats

Live-Work Loft Community
 Minutes to SF, Emeryville, BART

PacificCanneryLofts.com

04/10/2008	I love this place. It is a great place to call home!	YES	3.0
04/09/2008	The most terrible place I have ever lived at	NO	1.0
04/09/2008	I tell, you decide	NO	1.0
04/01/2008	Miserable-DO NOT MOVE HERE!!	NO	1.0
03/23/2008	Not so hot...unless you like living in a frat house.	NO	2.0
03/23/2008	Great	YES	4.0
03/14/2008	Mixed results with Parkmerced	NO	3.0
03/06/2008	Rating Villas Parkmerced , San Fransco	YES	5.0
03/02/2008	Nice Place	YES	4.0
02/23/2008	MY APRTMENT WAS BROKEN INTO!!!!!! After 2 mnths of living here!	NO	1.0
02/22/2008	No better place	YES	4.0
02/07/2008	Excellent place to live if you want to Meet New People	YES	5.0
02/06/2008	Pet Friendly, gym access, Lake Merced, and close to the beach!!	YES	5.0
02/06/2008	7 reasons this apartment is horrible:	NO	2.0
02/06/2008	A very quiet and traquil place to live	YES	5.0
02/06/2008	Moving in; Help!	NO	1.0
02/05/2008	Villas Parkmerced-Good place to live if you want to concentrate on school	YES	4.0
02/04/2008	The Amazing Parkmerced	YES	5.0
02/03/2008	A real dump!	NO	1.0
01/31/2008	Great Place To Live	NO	1.0
01/28/2008	a saga of aggravation	NO	2.0
01/28/2008	incompetent staff and uninhabitable living conditions	NO	2.0
01/28/2008	Enjoying My New Home	YES	4.0
01/26/2008	Maintenance complaint	NO	3.0
01/26/2008	no title	YES	4.0
01/25/2008	Kids are back	NO	2.0
01/25/2008	Parkmerced is coming together nicely	YES	4.0
01/23/2008	Feels like home	YES	4.0
01/23/2008	The New & Improved Parkmerced	YES	4.0
01/23/2008	Dominika Stryczek, East Neighborhood Management	YES	4.0
01/22/2008	Great place to live (much better than those in laws apartment)	YES	4.0
01/21/2008	Excellent Place	YES	5.0
01/09/2008	Living in Parkmerced is Good	YES	4.0
01/08/2008	The Tail Of Two Cities	YES	4.0
01/05/2008	Not bad	YES	3.0
01/05/2008	You just might want to reconsider before signing!	NO	1.0
01/01/2008	Great location & great staff	YES	4.0
12/31/2007	Nice place... if you're never home.	NO	1.0
12/26/2007	MY PET RAT LOVED IT!	NO	2.0
12/25/2007	Wish there were more sunshine	YES	4.0
12/24/2007	no title	YES	4.0
12/20/2007	Parking	YES	4.0
12/20/2007	ParkMerced: Coeds, Newlyweds, Nearly Dead	NO	1.0
12/20/2007	Not sure what everyone's issue is....I like living here!!!!	YES	4.0

12/19/2007	Parkmerced is NOT the ideal place.	NO	1.0
12/14/2007	Incrementally Worse Everyday for the Past 10 Years	NO	2.0
12/09/2007	Nothing Wrong With Parkmerced, I think its great!	YES	4.0
11/28/2007	Nice location in San Fran without all the hype and traffic	YES	5.0
11/15/2007	Happy To Be Here, Parkmerced was the right choice for me.....	YES	5.0
10/24/2007	Like to be harassed by your landlord? come to Villas Park Merced!	NO	1.0
10/19/2007	Townhomes are Great Place to Live	YES	5.0
10/16/2007	USED TO BE a nice place	NO	1.0
10/14/2007	Horrible Place to Live	NO	2.0
10/01/2007	what a horrible community.	NO	1.0
09/30/2007	security patrol is afraid of the tenants	NO	1.0
09/10/2007	Steer Clear.	NO	1.0
08/30/2007	Complaints= the truth! Awful apartment...	NO	1.0
08/26/2007	Underhanded, Deceitful, and Completely Unorganized	NO	1.0
08/22/2007	Not as bad as most reviews say	NO	3.0
08/16/2007	nice grounds, half-good buildings, inconsistent service	NO	3.0
07/16/2007	Great Location	YES	5.0
07/11/2007	Would NOT recommend living here	NO	1.0
07/04/2007	Nice Place To Live	YES	3.0
06/28/2007	Parkmerced - Nothing More Than A Mess	NO	1.0
06/26/2007	Pick the townhomes vs the towers.	YES	3.0
06/18/2007	Extreme Noise Pollution in Apartments - Banging pipe noise	NO	3.0
05/16/2007	Appearances are deceiving!	NO	1.0
05/14/2007	Management does not inform new tenants about Pass-throughs/ Improvements / developments planned	NO	1.0
05/14/2007	Depressing	NO	1.0
05/13/2007	WORST DECISION OF MY LIFE!	NO	1.0
05/04/2007	Stay away at any cost!	NO	2.0
04/19/2007	PARKMERCED ----- SUX	NO	1.0
03/05/2007	Don't Move Here	NO	2.0
02/20/2007	Don't Move Here	NO	2.0
02/19/2007	DO NOT MOVE HERE!!! House broken into, car vandalized	NO	1.0
02/01/2007	HORRIBLE STAFF	NO	2.0
01/20/2007	Maintenance is a nightmare	NO	1.0
01/02/2007	CAR BREAK-IN's and SHOOTING RANGES anyone?	NO	1.0
12/18/2006	not bad, but beware of the shotgun noise	YES	3.0
11/20/2006	no title	NO	1.0
11/16/2006	Don't even think to live there	NO	2.0
11/15/2006	DO YOU CARE ABOUT YOURSELF AND YOUR PROPERTY?	NO	1.0
11/06/2006	This is the worst place....	NO	1.0
11/06/2006	Car Break-In Central	NO	1.0
11/06/2006	DO NOT MOVE HERE	NO	1.0
11/01/2006	Do not move here!!!	NO	1.0
10/27/2006	It's not worthy	NO	2.0
10/14/2006	Expensive and noisy	NO	2.0
10/08/2006	They cut bushes there was reduced noise from 19th. ave	YES	3.0

10/02/2006	Slum	NO	2.0
09/19/2006	Great place in the city	YES	4.0
09/15/2006	DO NOT LIVE HERE...Total Waste	NO	1.0
09/12/2006	before and after!!	NO	2.0
09/10/2006	Noise is a huge problem	NO	2.0
08/19/2006	Not bad for SF	YES	3.0
08/17/2006	new mover	NO	3.0
07/24/2006	infested with insects / and overpriced / dont buy the hype and advertisements	NO	2.0
07/24/2006	Terrible F. -- DO NOT RENT HERE!!	NO	2.0
07/21/2006	WARNING: do NOT rent from here EVER!!	NO	1.0
07/19/2006	Just Moved in and Love it!	NO	3.0
07/11/2006	Leasing Consultants Do Not Know Fair Housing!	NO	1.0
07/04/2006	worst rental property ive ever seen	NO	1.0
07/01/2006	Potential to be a nice place, but under lousy management	NO	3.0
06/22/2006	no title	NO	2.0
06/20/2006	Lease is up soon!	NO	2.0
06/15/2006	Lease is ALMOST up YAY!	NO	2.0
06/10/2006	to: whatyouneed	YES	3.0
06/07/2006	no title	NO	1.0
06/07/2006	no title	NO	1.0
06/07/2006	Why do I still live here????? No good answer!!!!!!	NO	2.0
06/07/2006	Homocide	NO	1.0
06/02/2006	BEWARE OF THE "IMPROVEMENTS/DEVELOPMENTS"	NO	2.0
05/22/2006	Hard to contact the staff	NO	3.0
05/21/2006	no title	NO	1.0
05/12/2006	to very dissapointing	NO	3.0
05/11/2006	Very Disappointed	NO	3.0
05/08/2006	The Villians	NO	2.0
04/25/2006	Don't be fooled by their charm and "specials"	NO	1.0
04/04/2006	THE VILLAGE TO NOWHERE!!!!	NO	2.0
03/23/2006	just moved in a love it	YES	5.0
03/16/2006	This is Not a Place I Would Recmmend to Anyone	NO	1.0
03/14/2006	Join the Fight	YES	3.0
03/13/2006	Just moved in Villas Parkmerced	YES	5.0
03/12/2006	DON'T DO IT	NO	2.0
03/04/2006	Terrible place to live!!	NO	1.0
02/19/2006	RICE ROCKETS WILL KEEP YOU UP ALL NIGHT ! READ....	NO	3.0
02/15/2006	extremely ghetto	NO	1.0
02/07/2006	no title	NO	2.0
02/03/2006	DONT LIVE HERE! - Tenant who lived in PKM for 12 yrs.	NO	1.0
02/01/2006	a bad experience	NO	1.0
01/12/2006	So glad to see Alliance Residential Managing	YES	4.0
01/05/2006	Maintenance office	NO	1.0
12/12/2005	Do Not Rent Here!!!!	NO	2.0
12/12/2005	Overall, a big NO on this one	NO	2.0

11/27/2005	oh dear lord	NO	2.0
11/01/2005	Resident's thoughts:Poor management, overpriced, constantly noisy, no parking, in disrepair	NO	1.0
10/21/2005	Excellent grounds/facilities wracked by inadequate security and indifferent management	NO	3.0
10/18/2005	SAVE YOUR MONEY! DON'T BE A FOOL !	NO	2.0
09/24/2005	Withold the rent if work is not done!	NO	3.0
09/19/2005	Don't make the same mistake I made!!!!	NO	1.0
09/12/2005	Hey... there are 2 sides to every story!	YES	4.0
09/05/2005	Former employee	NO	2.0
08/31/2005	Noisy. Crime. Garbage place. Horrible!!	NO	1.0
08/03/2005	Courtesy patrol people are REAL UNPROFESSIONAL	NO	3.0
08/01/2005	Horrible experience! Rude and inefficient management and courtesy patrol	NO	1.0
07/21/2005	whoops i mean late payment FEES	NO	1.0
06/27/2005	DON" T COME HERE!!!!!!!!!!!!!!!!!!!!	NO	1.0
05/16/2005	thoughts from a long-time tenant	YES	4.0
05/13/2005	THIN WALLS	NO	1.0
03/13/2005	We love it here!	YES	4.0
02/25/2005	Worst management I've ever seen	NO	1.0
02/06/2005	Setting the record straight	NO	1.0
01/29/2005	200\$ Referral Rebate	YES	5.0
01/15/2005	Not for the impatient!	YES	4.0
01/11/2005	THINK TWICE	NO	3.0
01/11/2005	Check It Out!	YES	3.0
12/14/2004	THEIR EMPLOYEE ASSAULTED MY ROOMMATE	NO	1.0
10/25/2004	It's a HORRIBLE Place to live..office's response to problems takes forever	NO	1.0
10/04/2004	Strange people	NO	3.0
09/30/2004	Everyone of you look like IDIOTS!!!!!!!!!!!!!!!!!!!!!!!!!!!!	YES	4.0
08/12/2004	WHAT A CROCK - DON'T MOVE IN HERE	NO	2.0
07/16/2004	seems like no where is a good place to live	YES	3.0
06/16/2004	DO NOT MOVE IN UNLESS YOU ARE CRAZY	NO	1.0
04/27/2004	Look elsewhere	NO	2.0
04/19/2004	Too Expensive for What One gets - Bad Service	NO	2.0
04/15/2004	NOTHING BUT BAD EXPERIENCES	NO	1.0
04/10/2004	Horrible place to live! Definitely!	NO	1.0
04/04/2004	VANDALISM AND THEFT GALORE!!!	NO	2.0
03/25/2004	In response to previous post.	NO	1.0
03/18/2004	Worst Management - An honest opinion	NO	1.0
02/28/2004	Look Some where else	NO	2.0
02/24/2004	Rudest security staff you can find	NO	3.0
02/09/2004	Nightmare	NO	2.0
02/05/2004	Moving after 15 years	NO	2.0
01/09/2004	CAR THIEVES COMING BACK. EVERYONE KNOWS THAT.	NO	1.0
01/08/2004	CAR THIEVES ARE COMING BACK !!!	NO	1.0
12/26/2003	Huge cracks from the 1989 earthquake. WARNING!!!	NO	1.0

12/20/2003	terrible service, over-priced, serious deterioration	NO	1.0
12/16/2003	Iffy to no	NO	2.0
12/08/2003	Lived in SEVERAL apts- Villas is the best!	YES	3.0
11/18/2003	Great place to live	YES	4.0
11/17/2003	Like living in your home without all of the add Expense	YES	4.0
11/03/2003	two xpensive	NO	2.0
10/27/2003	For all you dumb people who can only talk bad	YES	4.0
10/26/2003	No good son 's of a bich	NO	1.0
10/24/2003	Who knows if the SECURITY PEOPLE are not related to the car theft	NO	1.0
10/16/2003	----- POS	NO	1.0
09/26/2003	NOT worth the convenience	NO	2.0
09/18/2003	I will probably move back	YES	3.0
09/11/2003	This place is great!	YES	4.0
09/06/2003	After I graduate I 'm getting the hell out	NO	2.0
08/28/2003	"Bargain Bucks" is a SCAM	NO	1.0
08/25/2003	Greedy management	NO	2.0
08/23/2003	A War Zone	NO	1.0
08/08/2003	Loopholes to bypass rent controls.	NO	1.0
07/27/2003	Reality Check	YES	3.0
07/25/2003	Convenient for school	YES	3.0
07/23/2003	They call "The Villa" for poor people	NO	1.0
07/23/2003	Like living in prisons.	NO	1.0
06/25/2003	Don 't be fooled by their really cool website	NO	3.0
06/01/2003	Better Live In The Streets Than To Live In Parkmerced	NO	1.0
05/21/2003	Beware! Don 't get sucked in!	NO	2.0
04/14/2003	Good Place to Live Until You Can Afford to Buy a House!	YES	3.0
04/08/2003	Good Neighbors!	YES	3.0
04/03/2003	Great deal!	YES	4.0
03/30/2003	In Decline	NO	3.0
02/23/2003	I WILL NEVER FORGET THIS NASTY PLACE	NO	1.0
02/21/2003	outdated	NO	2.0
02/06/2003	A Great Place To Live In	YES	5.0
01/30/2003	Mice in Parkmerced	NO	1.0
01/27/2003	Disturbed Tenants	NO	3.0
01/26/2003	Spend a little more for a MUCH better place!	NO	1.0
12/03/2002	Ask about the murder in late September, 2002.	NO	2.0
11/29/2002	Management will sue you for \$3K if you are late once with payment	NO	2.0
10/05/2002	Pretty Depressing	NO	2.0
07/27/2002	MOLD CENTRAL; HIGH RENTS WITH EXORBITANT YEARLY INCREASES	NO	2.0
07/12/2002	don 't be fooled by the external appearance	NO	1.0
06/19/2002	Overpriced	NO	2.0
06/09/2002	Seconding 6/9/02 Harrassing comments	NO	2.0
05/31/2002	A formerly nice place gone bad.	NO	3.0
05/17/2002	Decent accomodations being destroyed by greed.	YES	3.0
05/16/2002	Seen Better Days, eh?	NO	3.0

04/08/2002	The Worst Apartment I have EVER lived in!	NO	1.0
04/07/2002	Newcomers, don't fall into this trap!	NO	3.0
03/29/2002	Missing the good old days	NO	3.0
03/12/2002	Depressing...	NO	3.0
03/10/2002	If you like lead....	NO	2.0
02/25/2002	Street parking is terrible	YES	4.0
02/24/2002	Great - and underrated	YES	4.0
02/21/2002	How is the paint?	NO	3.0
01/05/2002	NOT AS BAD AS PEOPLE SAY	YES	3.0
01/03/2002	Wonderful for families!	YES	4.0
01/03/2002	Not bad	YES	3.0
01/03/2002	A Nice Place If You Have Low Standards	NO	1.0
11/11/2001	Can't wait to leave	NO	2.0
11/08/2001	Anti-tenant management, service continues to slide	NO	3.0
11/05/2001	Parkmerced is BAD, IT IS THE WORST	NO	3.0
10/21/2001	Decent	YES	3.0
07/23/2001	Avoid Parkmerced unless you are truly desperate	NO	2.0
06/11/2001	Management is dishonest and hostile, tenants getting trashy	NO	2.0
04/30/2001	Used to be a nicer place	NO	2.0
04/13/2001	below average	NO	2.0
02/13/2001	Average	YES	3.0

Use [ApartmentSearch.com](#) and collect up to **\$200 IN REWARDS** with participating properties!

About

Villas Parkmerced is an apartment community located in San Francisco , CA . It has also been known as **Parkmerced** . The following apartment communities are located nearby: [Stonestown Apartments](#) (0.4 miles), [Village at Centennial Square](#) (0.4 miles), and [Oceanview Village](#) (0.8 miles).

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Exhibit D

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Larkspur Shores

700 Lincoln Village Circle
Larkspur, CA 94939
415-461-6055

Review title:

Your review ([review writing guidelines](#)):

Years at this apartment: from to

Beds: Baths: Rent price per month \$

Parking

Availability, safety

 **Parking is adequate.**

Noise

Can you hear your neighbors all too well?

 **Occasionally noisy.**

Grounds

Overall appearance of the entire community. Upkeep and landscaping.

 **Tasteful but nothing special.**

Safety

Outdoor lighting, layout enhances visibility, shrubs are cut back from walkways.

 **Don't know of any problems. Seems pretty safe to me.**

Construction

Quality of the fixtures, building material, sound & heat insulation, layout and design.

 **Nothing special.**

Maintenance

Maintenance people fix problems correctly.



Usually fixed correctly.

Staff

Professionalism, knowledge, helpfulness, and overall service level.



Provide a basic level of service.

Overall

Compared to other apartments, how does this community rate in general?



Average compared to others.

Pet Policy

Don't know the pet policy

Pets are not allowed

Small dogs (<25 lbs.) allowed

Large dogs (>25 lbs.) allowed

Dog breed restrictions

Cats allowed

Pet deposit required

Pet rent required

Tell us about the laundry facilities.

Washer/Dryer in unit

Washer/Dryer connections in unit

Laundry room on-site

No laundry facilities

Upload Photos!

Please add a picture:

Don't skip the pictures!

* Images must be under 5 MB.

Would you recommend this apartment community to a friend?

Yes, I would recommend Larkspur Shores.

No, I would not recommend Larkspur Shores.

Verify that you are a renter.

Choose one of the following:

I certify that I am a current or former tenant.

I certify that I am a prospective tenant, have visited this rental and have identified myself as such in the opinion.

I certify I am not an employee or contractor for this community or any other community.

How would you like your review to appear?

On the next screen you will be asked to register and accept the User Agreement.

With my email address.

With my username.

Anonymously. (You will still need to register in order to complete your review.)

By submitting this Opinion, you represent to ApartmentRatings.com that it is truthful and contains no false statement of fact.
Your IP address is 173.8.5.113



The Manager Center

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Now, you can manage your community's presence on ApartmentRatings.com with the Manager Center, a service that allows you to respond to reviews as the verified manager and update your community's information!

Returning Users

Login to your account

Username

Password

Your password is case-sensitive.
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Sign Up Now!

- 1. Respond to opinions**
Respond directly to residents' opinions with designation as the verified manager ([see screen shots](#))
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Keep your community's profile, availability, and specials up-to-date ([see screen shot](#))
- 3. Publish your email address**
Be contacted by prospective residents via email
- 4. Link to your website**
Get a link to your community's website

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Learn more about the Manager Center!

[How it Works](#) [Sign Up Process](#) [Common Questions](#) [Get Started](#)

How It Works

Manager Center: Tell your story, in your own words ? as the manager

The Manger Center is designed to help managers educate prospective residents about life at their property. The s allows a manager to:

Respond to opinions. Managers can respond directly to residents' opinions with designation as a verified ma (see sample). This is the only apartment ratings/review service which allows you to post on a web site as a ve apartment manager.

Update community information. Managers may publish helpful information about the community for prosp residents. Update key information about your community, such as community name, address and telephone n (see sample).

Get contacted by potential residents. Prospective residents may contact the manager via a posted email a (set up by you) on ApartmentRatings.com. Email is sent directly, so unlike some Internet listing services and apartment locators, there is no per-lead or per-lease fee.

Link to the community's website. A prominent link invites prospective residents to clickthrough to the community's website, learn more about the property, or contact the manager.

Sign Up Process

There are 4 easy steps to register for the service:

1. Complete the registration form & submit payment of \$280 online via credit card or mail-in check. Payment co one-time \$100 registration fee and an annual subscription of \$180.
2. Reply to verification email sent from Apartment Ratings to the email address you provide.
3. Print the Manager Center User Agreement document and take it to a Notary Public to sign (help me find one).
4. Mail your notarized documents to ApartmentRatings.com.

Once we receive your documents and payment, your account will be authorized, allowing you to begin posting res managing your community's information on ApartmentRatings.com.

Common Questions

- [Why do I have to pay for this service?](#)
- [Why are notarized documents required?](#)
- [Will this service allow me to delete opinions?](#)
- [What is your refund policy?](#)
- [What happens to the subscription, username/password when a manager leaves his/her position?](#)
- [I have another question.](#)

Get Started

Start the sign up process now to use this valuable new service.

[Sign Up](#)

[Email this page](#)

[Back](#)

Step 1: Registration > Step 2: Add Info > Step 3: Pay > Step 4: Print documents > Step 5: View Manager Center

4 Easy Steps to Get Started

- 1) Complete the registration form and check your email for a link to verify your email address.
- 2) Submit payment by credit card or check. Payment is \$180 per year and a one-time \$100 registration fee.
- 3) Print your verification documents and have them notarized ([Why is this necessary?](#)).
- 4) Login and start using the Manager Center.

When we receive your payment and signed User Agreement, you will gain full access to the Manager Center to begin posting responses and managing your community's information.

Common Questions:

- [Why do I have to pay for this service?](#)
- [Will this service allow me to delete opinions?](#)
No Why not?
- [I have another question.](#)

Registration

You are registering to represent:

Larkspur Shores
700 Lincoln Village Circle
Larkspur, CA 94939 ([This isn't my community](#))

First & Last Name

Username

Your Company

Email Address

[Enter your email.](#) You'll be able to enter a public email for your community later.

Password

At least 7 characters in length.

Re-type Password

I affirm that I have permission to represent this property and agree to the terms of the [User Agreement](#).

User Agreement

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Exhibit E

Larkspur Shores



CALIFORNIA LEASE AGREEMENT

1.	LESSOR NAME:	Stellar Larkspur, LLC			
	LESSOR'S AGENT:	Alliance Residential Company			
	LESSOR ADDRESS:	700 Lincoln Village Circle, Larkspur, CA 94939			
	PHONE/E-MAIL:	(415) 461-6055 / larkspurshores@allresco.com			
2.	LESSEE NAME:	[REDACTED]			
	OTHER OCCUPANTS:	[REDACTED]			
	LESSEE ADDRESS:	[REDACTED] Lincoln Village Circle, Larkspur, CA 94939			
		APARTMENT [REDACTED]	PARKING SPACE/GARAG [REDACTED]	MAILBOX [REDACTED]	
3.	LEASE TERM:	1 year	<input type="checkbox"/> Lease Renewal:		
		START DATE [REDACTED] 2008	END DATE [REDACTED] 2009		
4.	RENT:	5. DEPOSITS:			
	BASE RENT:	[REDACTED]	SECURITY:	\$1,000.00	
	WASHER/DRYER:	\$0.00	REMOTES:	\$0.00	
	PET:	\$0.00	FITNESS:	\$0.00	
	TOTAL:	[REDACTED]	TOTAL:	\$1,000.00	
6.	KEYS:	<input type="checkbox"/> APARTMENT	2	<input type="checkbox"/> MAIL	2
		<input type="checkbox"/> REMOTE	0	<input type="checkbox"/> POOL	1
		<input type="checkbox"/> GARAGE	0	<input type="checkbox"/> STORAGE	0
		<input type="checkbox"/> CARD	0	<input type="checkbox"/> COMMON AREA	0

This agreement is entered into on the date signed, by and between the above named parties hereinafter called respectively LESSOR (Owner and/or Management) and LESSEE; if more than one, each shall be jointly and severally liable hereunder and are collectively referred to as LESSEE herein, and service of any notice or demand upon one shall constitute notice to each other Lessee. Lessor hereby leased and Lessee hereby hires and takes the premises (as defined below) for the term specified herein and subject to all of the terms and provisions set forth below:

- 7. PREMISES: The premises herein leased are situated as outlined in Section 2.
- 8. TERM OF LEASE: The initial term of this Agreement shall commence and end as outlined in Section 3. The first month's rent shall be [REDACTED] for the period beginning on [REDACTED] 2008 and ending on [REDACTED] 2008. Succeeding monthly periodic rental payment shall commence as outlined in Section 4. Either party, Lessor or Lessee, may terminate this Agreement after the initial term by giving the other party written notice of its intention to terminate the tenancy at least thirty (30) days prior to the expiration of the initial term. In the event Lessee fails to give such written notice and/or holds over the possession of said premises after the initial term of this Agreement, Lease shall become Month to Month subject to a rental increase as allowed under the California State law. Such tenancy shall continue only with permission or consent of Lessor, as a month-to-month tenancy until either Lessor or Lessee terminates the tenancy by giving the other thirty (30) days written notice of its intention to terminate the tenancy unless otherwise agreed to by the parties. Lessee agrees to pay all rent up to and including the end of any thirty (30) day notice period or until the apartment is re-occupied, whichever occurs first. If the Lessor, for any reason, cannot deliver the possession of said premises to the Lessee at the commencement of said term, as hereinabove specified, this Agreement shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damages resulting therefrom; but in that event there shall be a per diem deduction of rent covering the period between commencement of said term and the time when the Lessor can deliver possession.
- 9. RENT: The total rent is as outlined in Section 4, which rent Lessee hereby agrees to pay at the management office or at such other place as Lessor may from time to time designate, in lawful money of the United States. If a Lessor rent "drop box" is available, it shall be used at the Lessee's own risk. Lessee expressly agrees to pay said rent each month in advance. Lessee hereby agrees to prorate its rent in order that rental payments shall fall due on the first day of each month. Lessee hereby agrees to pay said rent in advance on or before the FIRST DAY OF EACH MONTH. Lessee agrees that all rental payments shall be made by check, or certified cashiers check only, and that NO CASH or MONEY ORDERS will be accepted for rental payments. ALL FORMS OF PAYMENT MUST BE MADE PAYABLE TO THE

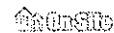


Leasehold Estates



COMMUNITY AND SHALL BE PERSONALLY DELIVERED TO THE COMMUNITY MANAGER, ASSISTANT MANAGER OR LEASING CONSULTANT DURING NORMAL BUSINESS HOURS. Normal business hours and hours of delivery of rental payments are: M-F 9-6, Sat & Sun 10-5.

10. [REDACTED] (Initials) **CHARGES FOR LATE PAYMENTS & RETURNED CHECKS:** If the Lessee does not pay the full amount of the rent shown in Section 4 by the end of the 5th day of the month, the Lessor may collect a fee of \$50.00. Furthermore, if the Lessee does not pay by the end of the 5th day of the month, the Lessee may only pay by cashier's check. Lessor will not accept a check after the 5th day of the month. The Lessor may terminate this Agreement for failure to pay late charges, and may terminate this Agreement for non-payment of rent, as explained in Paragraph 9. The Lessor may collect a fee of \$50.00 on the first or any additional time a check is not honored for payment (insufficient funds or for any other reason). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Lessee. Lessor and Lessee agree that these charges are presumed to be damages sustained because of Lessee's late payment of rent and not merely a penalty. Lessor and Lessee agree further that it is impractical and/or extremely difficult to ascertain the actual damages sustained by Lessor as a result of Lessee's late payment of rent. If Lessee gives Lessor two checks that are returned for nonpayment during the term of this Lease, then the future rent shall be payable by certified cashier's check. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof.
11. [REDACTED] (Initials) **SECURITY DEPOSITS:** The Lessee has deposited a security deposit as outlined in Section 5 with the Lessor. The Lessor will hold this security deposit for the period the Lessee occupies the unit. After the Lessee's tenancy has terminated and Lessee has returned possession of the premises to Lessor, the Lessor will determine whether the Lessee is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures: (a) After the Lessee has moved from the unit, the Lessor will inspect the unit; (b) The Lessor will refund to the Lessee the amount of the security deposit less any amount needed to pay the cost of: (1) Lessee's defaults in the performance of the Rental Agreement, including but not limited to, unpaid rent, charges for late payment of rent and returned checks as described in Paragraph 10; (2) Damages that are not due to normal wear and tear and are not listed on the Move In/Move Out Inspection Report; (3) Charges for keys, cards, permits and restricted access devices not returned, as described in Paragraph 15; (c) The Lessor agrees to provide an itemized accounting of the amount computed in Paragraph 5 within twenty-one (21) days in the State of California, after the Lessor has recovered full possession of the premises, and the Lessee has returned the keys and possession of the unit to the Lessor, and given its new address to the Lessor; (d) If the unit is rented by more than one person, the Lessees agree that they will work out the details of dividing any refund among themselves. The Lessor may pay the refund to any or all Lessee(s) identified in this Agreement. (e) The Lessee understands that the Lessee will not apply any portion of the security deposit toward last month's rent or unpaid damages prior to vacating the unit.
12. [REDACTED] (Initials) **OPTION TO PAY CANCELLATION FEE:** In the event Lessee desires to terminate the lease before the expiration of the lease term, Lessee may, at Lessee's option, elect to pay to Lessor a cancellation fee plus payment of the rent due for the last month or portion thereof of occupancy by delivering to Lessor in writing a 30-day notice of Lessee's intention to cancel this lease. Such notice will be effective thirty (30) days from the date it is given. The notice must be accompanied by payment of a cancellation fee equal to [REDACTED] plus payment of the rent due for the last month or portion thereof of occupancy and full repayment of any rent concession amounts. Such payment will release Lessee only from any further rental obligations beyond the date the cancellation is effective. However, all other terms of the Lease and the Security Deposit Agreement must be complied with, through the date the premises was vacated on or before the effective date of the cancellation. Lessor shall retain all remedies for non-compliance with the Lease and Security Deposit Agreement, and Lessee shall be liable for any damages for non-compliance.
13. **FAILURE TO VACATE AFTER NOTICE:** If Lessee gives written notice to vacate the premises, and fails to completely vacate prior to the expiration of the notice, Lessee shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the Lease and Security Deposit Agreement, for the daily rental based on a pro-ration of the monthly rental provided for in the Lease for each day he remains in the premises.
14. **CONDITION OF DWELLING UNIT:** By signing the Move In/ Move Out Inspection Report which is an attachment to this Agreement, the Lessee acknowledges that the unit is safe, clean, and in good condition with all appliances and equipment in good working order, except as noted. The Lessee also agrees that the Lessor has made no promise to decorate, alter, repair or improve the unit, except as listed on the Move In/Move Out Inspection Report.
15. **KEYS & LOCKS:** The Lessee agrees not to change or add any locks or gates on any doors or windows to said premises without prior written consent of the Lessor and Lessee agrees to immediately report any inoperable lock or locks in need of repair to Lessor. If the Lessor approved the Lessee's request to install such locks, the Lessee agrees to immediately provide the Lessor with a key for each lock. When this Agreement ends, the Lessee agrees to return all keys to the dwelling unit to the Lessor. The Lessor may charge the Lessee \$5.00 for each key.



Leasepur Shows



16. **ACCESS GATE/AMENITY KEY:** Lessee has received gate cards, fitness, restroom and entry gate keys as indicated in Section 6 of this lease agreement. Lessee understands that if any of these items are lost or not returned upon move out, that the following fees will apply **\$50.00 for restricted gate access device and \$10.00 per entry gate key**. Lessee further understands that if they do not have a working phone, they will not be able to access the gate from their apartment to allow guests into the community. Lessee also understands that at no time shall the fitness room door, swimming pool gates and/or the community entry be propped open.
17. **MAINTENANCE:** The Lessee agrees to: (a) keep the unit clean; (b) use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended; (c) not litter the grounds or common areas of the project; (d) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds; (e) give the Lessor prompt written notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities or observation of mold or mildew conditions in any portion of the premises; (f) remove garbage and other waste from the unit in a clean and safe manner and properly dispose in refuse receptacle; (g) not interfere with the safe and quiet enjoyment or comfort of the other Lessees and (h) not make any repairs to Lessors premises without prior written consent.
18. **(Initials) SMOKE DETECTOR:** Lessee's apartment has been equipped with a smoke detector. This smoke detector has been tested prior to Lessee's move in to insure operational performance. Lessee shall not disable smoke detector. It is the responsibility of the Lessee to periodically self test the smoke detector to insure its proper operation. If the smoke detector is not operational, or Lessee is unable to self test the detector, please notify the management office immediately. Lessee must immediately inform Lessor in writing of any defect, malfunction or failure of the smoke detector.
19. **DAMAGE AND DESTRUCTION:** Lessee hereby indemnifies Lessor against, and agrees to pay on demand for all reasonable costs of repair or restorations as a result of any damage or destruction to the premises or any part thereof resulting from the willful act of Lessee, and/or any person on the premises through or under Lessee, including, without limitation, Lessee's family, agents, servants, employees, invitees or guests. In particular, but without limiting the generality of the foregoing, Lessee indemnifies Lessor against any damage or destruction resulting from leaving windows or doors open during rains or storms, unnecessary flows of water from pipes, faucets or other sources, failure to turn off gas or electrical appliances or lights when not in use and littering of the premises or adjoining common areas. In addition and without limitation, Lessee shall pay for any expenses, damage or repair occasioned by the stopping or overflow of waste pipes, bath tubs, toilets, wash basins, disposals, washing machines, dishwashers, sinks or water filled furniture, provided such stopping or overflow was caused by the act or omission of Lessee and or any person on premises through or under Lessee, including, without limitation, Lessee's family, agents, servants, employees, invitees or guests. Lessee further agrees to pay rent for the period the unit is damaged whether or not habitable, if such damage is caused as outlined herein.
20. **DAMAGE OR DESTRUCTION OF PREMISES:** In the event of damage to the premises by fire, water, or other hazard; or in the event of malfunction of equipment or utilities, Lessee shall immediately notify Lessor. If the damages are such that occupancy can be continued Lessor shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Lessor's opinion, the premises are so damaged as to be unfit for occupancy, and Lessor elects to make such repairs, the rent provided in this Lease shall abate during the period of time when the premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the premises are so damaged or destroyed as to be, in the sole opinion of Lessor, incapable of being satisfactorily repaired, then this Lease shall terminate and Lessee shall be liable only for rental payments up to the date of such damage or destruction; or, at the option of Lessor, Lessee agrees to accept a comparable apartment unit in the Apartment Complex for the remaining term of this Lease.
21. **(Initials) LIMITATION ON LESSOR'S LIABILITY:** (a) Injury, Loss or Damage: Absent Lessor's own willful misconduct, gross negligence, fraud, or violation of law, Lessor shall not be liable for any injury, including death to any person caused by the use of the Premises by any person, including but not limited to Lessee, other Lessees or Guest(s), or arising from any accident or fire or other casualty thereon, or from any other cause whatsoever, nor shall Lessor be liable for any loss or damage to any article belonging to Lessee or located on the Premises, or other facility under the control of the Lessor. Lessee hereby agrees to indemnify and hold the Lessor harmless from all liability for any such injury, loss or damage. (b) Other Limitations: Lessee also agrees that Lessor shall not be liable for, and this Lease shall not be terminated by any interruption or interference with services or accommodations due Lessee caused by strike, riot, orders or acts of public authorities, acts of other Lessees, of Lessor, accidents, the making of necessary repairs to the building of which the Premises are a part, or any other cause beyond Lessor's control.

Registered Sex Offenders Notice: The Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via Internet Web site maintained by the Department of Justice at



Major Amenities:



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 the ZIP Code in which he or she resides.

2. **USE OF PREMISES:** Lessee agrees to use the premises solely as a private residence. The furnishing by Lessor to Lessee of any storage space, use of laundry, electronic access controls and gates, or any other common area facilities outside the leased premises shall be deemed to be furnished gratuitously and Lessor makes no representations or guarantees as to the availability, adequacy, or fitness of such space, service, or facilities. Lessee acknowledges that Lessor will not provide lifeguard service at the swimming facilities, and Lessee agrees to take adequate and reasonable care in use of all recreational facilities to insure the safety of Lessee and Lessee's family and guests. Unauthorized occupants living in premises for longer than two weeks must complete a rental application and be approved and added to this rental agreement.
3. [REDACTED] (Initials) **RESTRICTIONS ON ALTERATIONS:** Lessee agrees to refrain from any alteration including but not limited to (a) change or remove any part of the appliances, fixtures or equipment in the unit; (b) paint or install wallpaper or contact paper in the unit; (c) install washing machines, dishwashers, dryers, fans, heaters or air conditioners in the unit (without prior written approval of the Lessor)
4. **GENERAL RESTRICTIONS:** The Lessee agrees not to: (a) sublet or assign the unit; or any part of the unit; (b) use the unit for unlawful activities; (c) engage in or permit unlawful activities in the unit, in the common areas or on the community grounds; (d) make or permit noises or acts that will disturb the rights or comfort of neighbors and the community; (e) violate any city ordinance, state or federal laws in or about said premises; (f) use any utility in a wasteful or unreasonable or hazardous manner. Lessee and any member of Lessee's household or a guest or other person under the Lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near the project premises. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)). Lessee and any member of the Lessee's household, or a guest or other person under the Lessee's control shall not engage in any act of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises. Lessee agrees to keep the volume of any radio, stereo, television or musical instrument at such a level which will not disturb the neighbors; and (g) waterbeds and 30+ gallon water tanks are permitted only if Lessee first obtains insurance protecting Owner in an amount not less than \$100,000.00, and an increase in Lessee's security deposit equal to one-half month's rent. Lessee must install, maintain and dismantle the bed in accordance with industry standards. VIOLATION OF THESE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

A single violation of any of the provisions of this clause shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

25. [REDACTED] (Initials) **DEFAULT BY LESSEE:** Lessee's performance of each of Lessee's obligations under this Lease is a condition as well as a covenant. Lessee's right to continue in possession of the leased premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions. Lessee shall be in material default under this Lease in the following circumstances: (a) if Lessee abandons or vacates the premises, (b) if Lessee fails to pay rent or any other charge required to be paid by Lessee as and when due and the failure to pay rent continues for three (3) days after written notice has been given to Lessee, (c) if Lessee fails to perform any of Lessee's non-monetary obligations under this Lease for a period of three (3) days after written notice from Lessor. The notice required by this section is intended to satisfy any and all notice requirements imposed by law on Lessor and is not in addition to any such requirement, or (d) Lessee has supplied any false or misleading information on a rental application or similar instrument as further explained in Section 35 (Lessee Information).
- REMEDIES:** On the occurrence of any such material default by Lessee, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have: (a) Terminate Lessee's right to possession of the premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the premises to Lessor. In such event Lessor shall have the immediate right to re-enter and remove all persons and property and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby and Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including: (i) the worth at the time of the award of all rent, and other charges which were earned or were payable at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid rent, and other charges which would have been earned or were payable after termination until the time of the award exceeds the amount of such





rental loss that Lessee proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid rent, and other charges which would have been payable for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Lessor in maintaining or preserving the premises after such default, the cost of recovering possession of the premises, expenses of relating, including Lessor's reasonable attorneys' fees incurred in connection therewith. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of the greater of ten percent (10%) per annum or five percent (5) above the discount rate of the Federal Reserve Bank of San Francisco on the twenty-fifth (25th) day of the month prior to the breach, but, in no event shall the interest rate exceed the maximum amount allowed by law. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Lessee shall have abandoned the premises, Lessor shall have the option of: (i) retaking possession of the premises and recovering from Lessee the amount specified in this section; or (ii) proceeding under any other provision of this section; (b) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state in which the premises is located. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease make such alterations and repairs as may be necessary in order to re-let the property, and re-let said property or any part thereof for such term and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; upon each such re-letting all rentals received by the Lessor from such re-letting shall be applied, first, to the repayment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such re-letting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said property by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of said property.

26. **SUBORDINATION:** This Lease shall, without further act on the part of the Lessee, be subject and subordinate to the lien of any mortgage and/or any deed of trust or other encumbrance which may now exist, upon, or which may hereafter be placed by Lessor upon, the leased premises or property including the premises.
27. **RULES:** The Lessee agrees to obey the recreation facility regulations which are attached to this Agreement. The Lessee also agrees to obey additional rules that may be established from time to time after the effective date of this Agreement including those outlined below: (a) Disturbances: In consideration of and cooperation with your neighbors, loud playing stereos, musical instruments, etc. is not permitted at any time. Any noise, disturbance, or activity which would, in the sole and absolute discretion of Lessor, be reasonably likely to annoy or disturb other Lessees is strictly prohibited and constitutes grounds for eviction. (b) Supervision by Lessee: Lessees shall be solely responsible to see that all occupants, guests and visitors obey Lessor's Rules and Regulations, terms and conditions of the Lease Agreement, written clubhouse rules, and other regulations. For reasons including safety, children under the age of 14 must have immediate supervision at all times within all common areas as outlined in the Recreational Facility Regulations.
28. **RIGHT OF ENTRY:** Lessee agrees that Lessor may enter the premises at any reasonable time for purposes provided for in accordance with current California law including, but not limited to, making repairs, or showing the premises to prospective tenants or purchasers. Lessor shall provide Lessee with reasonable notice (normally 24 hours) before said entry, except in cases of emergency.
29. **CHANGE IN LEASE AGREEMENT:** After the expiration of the initial term, if any, the Lessor may change the terms and conditions of this Agreement. The Lessor must notify the Lessee of any change and must offer the Lessee a new Agreement or an amendment to the existing Agreement. The Lessee must receive the notice at least 30 days before the proposed effective date of the change. The Lessee may accept the changed terms and conditions by either signing the new agreement and returning it to the Lessor, or by remaining in possession beyond the thirty-day notice period, or reject the changed terms and conditions by giving the Lessor a written thirty-day notice terminating the tenancy at the time of receipt of the changed terms and conditions.
1. **PETS:** Lessee agrees that it will not keep or permit to be kept in said premises any dog, cat, parrot or other animal

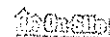


Lessee's Rights



unless otherwise mutually agreed to in writing. This shall include pets not owned by Lessees that may from time to time visit. Permission for visiting pets must be obtained prior to their entrance to the community and apartment. The Pet Agreement shall be added to this lease as an attachment when applicable.

31. **SECURITY:** Lessor does not provide law enforcement or private protection services for Lessees. IN CASE OF A DISTURBANCE OR EMERGENCY, YOU SHOULD FIRST REQUEST ASSISTANCE FROM THE APPROPRIATE LOCAL AUTHORITY (POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDICS, ETC.). We request you also notify the Community Manager of the property in which you reside that such a disturbance or emergency has occurred. Lessee understands that Lessor may retain personnel or service which is available for, disturbances, fire lane violations, problems with outdoor lighting, etc. Lessee agrees and understands that any measure Lessor has taken in this regard is neither police force nor a guaranteed deterrent to crime. In the event of criminal activity, the police department is to be contacted first by Lessee. Lessee understands and agrees that Lessor may alter or cancel the patrol service (if applicable) without his knowledge or consent. Further, Lessee understands and agrees the Lessor has no obligation or liability for the acts of omissions, whether negligent or otherwise of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Lessor. Lessee understands that Owner and its legal representatives do not guarantee, warrant or assure Lessee's personal security and are limited in their ability to provide protection. LESSEE UNDERSTANDS THAT THE PROTECTIVE STEPS OWNER HAS TAKEN ARE NEITHER A GUARANTEE OR WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT LESSEE WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. LESSEE HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT HIS PERSONAL SAFETY AND SECURITY IS HIS PERSONAL RESPONSIBILITY.
32. **CONTENTS OF THIS AGREEMENT:** This Agreement and its attachments make up the entire Agreement between the Lessee and the Lessor regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of the Agreement will remain in effect and both the Lessor and the Lessee will continue to be bound by them.
33. **ATTORNEY'S FEES:** If an action is brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done by Lessee, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, Lessee will pay Lessor all the costs in connection herewith including, but not by way of limitation, reasonable attorney's fees whether or not the action proceeds to judgment.
34. **MILITARY:** If a Lessee becomes a member of the armed forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty and returns to the place of origin, then Lessee may terminate this lease agreement by giving written notice to the Lessor. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. Lessee must pay all concessions given at time of move-in along with any outstanding rent or other charges. In such event, Lessee agrees to furnish a copy of the official orders, which warrant termination of this lease. Military permission for base housing does not constitute a change of station order. After move out, Lessee shall be entitled to return of security deposits less lawful deductions.
35. [Redacted] (Initials) **LESSEE INFORMATION:** If Lessee has supplied information to Lessor by means of a rental application or similar instrument, Lessee covenants that all such information was given voluntarily and knowingly by Lessee, and, if such information proves to be false or misleading, Lessor shall have the right to terminate this Lease, in which event Lessee shall immediately surrender the premises. In case of bond-financed properties, Lessee hereby certifies the accuracy of the statements made in the Certification of Tenant Eligibility and Income Verification (the "Certificate") previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certificate shall be deemed substantial and material obligations of his/her tenancy; that Lessee will comply with all requests for information with respect thereto from Landlord, the Lessor or any Mortgagee; that Lessee's failure to provide accurate information in the Certificate or Lessee's refusal to comply with a request for information with respect thereto shall be deemed a default by Lessee, which shall entitle Landlord to pursue all rights and remedies set forth in paragraph 25 or otherwise permitted by law, and that Lessee's failure to furnish accurate and current information on the Certificate could subject Lessee to civil liability. Lessee further agrees that this Lease shall become null and void if it subsequently becomes known to Landlord or Lessor that continuation of Lessee's occupancy will result in the interest of the bonds utilized to finance the construction of the Apartment Complex becoming subject to federal income taxation, or a violation of the state statute permitting issuance of the bonds.
36. [Redacted] (Initials) **UTILITIES:** Utility services shall be provided directly from the utility provider or, in the sole discretion of Lessor, on a sub metering, square footage, or other allocation basis. Lessee agrees to pay all charges assessed by the utility provider (or Lessor or Lessor's designated Billing Party in the case of utilities billed to Lessee by Lessor) in connection with Lessee's use of utilities, including an administrative fee not to exceed \$5.00 per billing period. Utility billings are due and payable upon receipt. The final bill will be estimated based on the past history of charges and will be



Lessor's Statement



due and payable prior to move-out. Lessor has installed (or may install) separate sub meters for water and sewer. Alternatively, Lessor may bill Lessee directly or use an utility billing service. The following utilities are sub metered or individually allocated and shall be billed to the Lessee by the party indicated.

UTILITY		BILLING PARTY
Water	<input type="checkbox"/>	NWp
Sewer	<input type="checkbox"/>	nwp
Electrical	<input type="checkbox"/>	Pacific Gas & Electric
Gas	<input type="checkbox"/>	Pacific Gas & Electric
Trash	<input type="checkbox"/>	NWP
Telephone	<input type="checkbox"/>	SBC
Internet Access	<input type="checkbox"/>	Kovad
Cable Television	<input type="checkbox"/>	AT&T

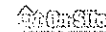
To the extent that Lessee is responsible for payment of other utilities, Lessee shall also be responsible for notifying the appropriate utility provider on or before the move-in date for the purpose of placing such utilities in the Lessee's name. Lessee's failure to notify the appropriate utility provider within three (3) days of move-in may result in Lessor assessing additional charges for the utility service for the period from move-in until such time as utilities are placed in the Lessee's name, together with Lessor's reasonable costs for determining such assessment. Lessor may modify the method by which the utilities are furnished to the premises or billed to Lessee during the term of this lease including, but not limited to sub-metering of the premises for certain utility services or billing Lessee for utilities previously included within the rent. In the event Lessor chooses to so modify utility service to the premises, Lessor shall give Lessee not less than thirty (30) days prior written notice of such modification. In the event of interruption or failure of utility services required to be furnished by Lessor to the premises, Lessor shall use reasonable diligence in its efforts to restore such services. Lessor shall not be liable for any damages directly or proximately caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Lessor's failure to pay for the provision of such services for the complex to the service provider.

It is understood and agreed between Lessor and Lessee that in the event sub metered or allocation payments are not made when due, it shall be considered a default under the rental agreement. Any monies owed pursuant to this rental agreement are deemed additional rent. Lessee agrees that Lessor may bring summary proceedings for eviction as if the rent were not paid. When the Lessee moves from the property, the utility charge must be paid by the move out date. Any unpaid utility charges at the time of the move out date will be deducted from the security deposit.

37. (Initials) HOT WATER: The water temperature in the apartment is set at 120 degrees Fahrenheit or below. When the water temperature is 120 degrees Fahrenheit, or below, bacteria may enter the water heater or associated plumbing and accumulate. If Lessee desires the thermostat to remain at 120 degrees Fahrenheit, or below, Lessee assumes any and all risks associated with any bacterial growth in the water heater or associated plumbing. If Lessee desires the water temperature in the apartment water to be higher than 120 degrees Fahrenheit, Lessee will request, in writing, the temperature to be adjusted by Lessor, and Lessee shall specify the desired temperature in which Lessor is requested to set the thermostat. Lessee understands that if the temperature is set above 120 degrees Fahrenheit, that the water released from the taps in the apartment may scald or burn anyone using water, and potentially cause severe injury. If Lessee makes a written request that the Lessor increase the temperature of the water heater to a temperature above 120 degrees Fahrenheit, the Lessee assumes all risks of injury to Lessee, or Lessee's agents, guests, invitees and or family members for any injury resulting therefrom. Lessee agrees to indemnify and hold Lessor and Owner harmless in any action involving any injury related to the temperature of the water, the water system or the associated plumbing, Lessee promises to Lessor that Lessee will not touch, tamper with, or adjust the water temperature thermostat in the apartment in any way. Lessee agrees and promises to warn and advise anyone using the water in the apartment concerning the possible dangers associated with the water temperature, water system and associated plumbing, prior to allowing anyone to use the water.

Lessee should be aware that some apartments maybe equipped with an HVAC heating system which operates on hot water. To achieve full heating potential, it may be necessary to increase the temperature of the water heater unit during the colder months of the year.

38. SUCCESSORS: The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, personal representatives, successors and assigns (subject to Paragraph 23 hereof).



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39. **NOTICES:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed to Lessee at the premises. Personal delivery of any such notice by Lessor or Lessee at the above address shall also be deemed effective delivery hereunder. **ALL NOTICES TO LESSOR MUST BE MADE PERSONALLY DELIVERED TO THE COMMUNITY MANAGER, ASSISTANT MANAGER OR LEASING CONSULTANT DURING NORMAL BUSINESS HOURS.** Normal business hours and hours of delivery of rental payments are: M-F 9-6, Sat & Sun 10-5
40. **GENERAL:** No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Lessee and an officer of Lessor. In the event of more than one Lessee, each Lessee is jointly and severally liable for each provision of this Lease. Each Lessee states that he or she is of legal age to enter into a binding lease for lodging. All obligations hereunder are to be performed in the county (or parish) and state where the Apartment Complex is located. Time is of the essence of this Lease. It is understood and agreed that all of the covenants, agreements and obligations of Lessor hereunder are limited by and are made expressly subject to the terms and provisions of a written management agreement between Lessor and the owner of the Apartment Complex.
41. **COUNTERPARTS:** This Lease is executed in multiple counterparts, with one copy to be furnished to Lessee and the other copy to be retained by Lessor.
42. **POWER LINES:** A high voltage electric transmission power line may be located on or near the property transferred hereby. It is possible that such power lines may cause adverse health effects in Lessee and users of property near such power lines.
43. **ENVIRONMENTAL INDEMNIFICATION:** To the fullest extent allowed by law and in accordance with California Proposition 65, Lessee acknowledges that certain materials containing potentially health affecting substances, including second hand smoke, may exist in the Apartment Complex. Providing that Lessor complies with local law regarding notice of and/or removal and/or encapsulation requirements of these potential substances, Lessee, for himself, his heirs, successors, assigns, guests, and all others claiming by, through or under him, or who may live in, occupy, use or reside in the Premises, hereby (a) expressly assumes and accepts any and all risks involved or related to the presence in the Apartment Complex of any and all health affecting substances, any power lines in vicinity of the premises, any second hand smoke, any mold or mildew in the premises (b) waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against the Lessor and the Owner of the Apartment Complex, their agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "Landlord Affiliates") with respect to any health hazard occurring in connection with the presence in the Apartment Complex of materials containing potentially health affecting substances, and (c) agrees to defend, indemnify and hold harmless the Landlord Affiliates against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorneys fees at both the trial and appellate levels, that any or all of the Landlord Affiliates may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims arise out of or are based upon any potentially health affecting substances brought, or allowed to be brought, into the Apartment Complex by Lessee or any guest or other person living in, occupying, using or residing in the Premises.
44. [REDACTED] (Initials) **PACKAGE RELEASE:** By initialing beside this section, Lessee authorizes Lessor to accept packages and deliveries from the U.S. Postal Service, UPS, Federal Express, florists, cleaners or other service industries. Lessee understands that this service is provided as a convenience to Lessee and Lessee agrees to not hold Lessor responsible for accepting the package or delivery in the event of loss, theft or damage.
45. [REDACTED] (Initials) **ATTACHMENTS TO THE AGREEMENT:** The Lessee certifies that he/she has received a copy of this Agreement and the following attachments to this Agreement and understands that these attachments are part of this Agreement:



Lease Addendum



1	Community Policies
2	Pet Policies
3	Satellite Dish Agreement
4	Parking Policies & Vehicle Identification
5	Lessee Security Notice & Acknowledgment
6	Lead Paint Disclosure
7	Utility Provider Information
8	Crime Free/Drug Free Addendum
9	Facts About Renters Insurance
10	Lockout Agreement
11	Proposition 65 Fact Sheet
12	Resident Communication Log
13	Tenant Information Sheet
14	Checklist For Move-in
15	Lead Paint Booklet
16	Move-in/Move-Out Itemized Statement

SIGNATURES:

The undersigned expressly understands that Section 8 above contains provisions under which this lease may automatically continue as a tenancy from month to month upon expiration of the term thereof.

[Redacted Signature]
 Lorraine Burku (Lessee)

[Redacted Signature]
 Date

[Handwritten Signature]
 (Lessor)

[Redacted Signature]
 Date

