

MEETING DATE: August 17, 2009

AGENDA ITEM: Authorization to Extend the Agreement with DW Properties for Property Management Services for 4031 Jackson Avenue, Culver City, CA 90232

ATTACHMENTS

	<u>Pages</u>
1. DW Properties Proposal	1 - 13
2. Envoy Properties Proposal	14 - 23
3. Miller & Desatnik Management Company Proposal	24 - 36
4. Roque & Mark Company Proposal	37 - 65



RECEIVED
MAR 08 2004
CULVER
HOUSING

March 2, 2004

Mr. Fred Diemel
Culver City Housing Department
9770 Culver Blvd.
P.O. Box 507
Culver City, CA. 90232-0507

RE: 4031 Jackson Ave.

Dear Mr. Diemel,

I have received your "Letter of Solicitation" regarding management of the above referenced property.

This letter is a follow up to my letter dated February 4, 2004 regarding this property. We propose to provide the services required in your "Letter of Solicitation" for the amount of 4.75% of the collected gross rental income of the building. (At the current rents of \$935.00 per month times 9 apartments = \$8415.00 per month total gross income times 4.75% = \$399.71 per month management fee).

Please let me know if you need any additional information.

Sincerely,

A handwritten signature in cursive script that reads 'Don Walker'.

Don Walker
Broker

DW:bw



PROPERTIES

February 4, 2004

RECEIVED

FEB 06 2004

CULVER CITY
HOUSING OFFICE

Mr. Fred Diemel
Culver City Housing Department
9770 Culver Blvd.
P.O. Box 507
Culver City, CA. 90232-0507

Dear Mr. Diemel,

Per your request, I am enclosing an information package regarding our company and our property management services. The package includes:

1. A list of some of our current and past clients for you to contact for references regarding our service.
2. A list of some of the services that we provide.
3. Samples of some of the variety of computer reports that are available to you in order to keep you informed on the status of your property.
4. A synopsis of my background in property management.

I would be happy to meet with you to further discuss how we can best serve your needs.

Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Don Walker'. The signature is written in dark ink and is positioned above the printed name and title.

Don Walker
Broker

DW:bw

DW PROPERTIES

DW Properties (formerly Titus Real Estate) has been in the business of property management and real estate investment since 1977.

The owner, Don Walker, obtained his real estate license for salesman in 1977 and his Brokers license in 1994. He has been involved in property management since 1980. He has had extensive experience in the management of both apartment and commercial buildings and is a member of the Institute of Real Estate Management (the foremost trade and educational organization of property management). He is also a member of the Apartment Association of Greater Los Angeles,

After working at Titus Real Estate for 12 years Mr. Walker purchased the company in 1993 and changed the name to DW Properties. In the past 24 years Mr. Walker has managed over 75 properties. In addition to routine management, these properties have included a number of "problem" buildings that were troubled with a high vacancy rate, or required either renovation or remodeling. He was able to turn all of these buildings into solid positive cash flow properties.

DW Properties specializes in the management of apartment buildings and currently manages approximately 300 units. We have some clients that we have worked with for over 20 years.

Mr. Walker is involved personally in the direct management of each property to ensure that it is operated in a manner consistent with meeting each clients specific goals.

SERVICES PROVIDED

- ◆ Computerized accounting and reporting, including Monthly and Year -End Reports
 - ◆ Rent collection
 - ◆ Payment of bills
 - ◆ 24 hour / 7 day emergency service
 - ◆ Scheduling of general repairs and maintenance
 - ◆ Obtaining of bids for major repairs and renovation work
 - ◆ Vacancy preparation, including painting, cleaning, and maintenance work
 - ◆ Vacancy marketing, including ad and sign placement
-
- ◆ Screening of prospective tenants
 - ◆ Lease/rental agreement preparation for new tenants
 - ◆ Monthly property inspection
 - ◆ Preparation and service of 3 day and 30 day notices
 - ◆ Preparation and service of rent increase notices
 - ◆ Initiate eviction proceedings when necessary
 - ◆ Maintain good tenant relations concentrating on tenant retention
 - ◆ Supervise and train resident manager
 - ◆ Prepare annual operating budget
 - ◆ Regular review of service contracts to assure that they are competitively priced
 - ◆ Keeping informed of rent control regulations
 - ◆ Keeping informed of current rental market trends
 - ◆ Keeping informed of changes in landlord - tenant law

ATTACHMENT 1

For :

Operating Statement With Subtotals

Prepared By :
DW Properties
318 Lincoln Bl. #225
Venice, CA 90291-

Beginning Balances:		12/01/2003		01/01/2003	
McLaughlin Cash		\$618.00		\$254.89	
Security Deposits		\$6,361.73		\$2,754.26	
		12/01/2003 12/31/2003	% of Total Revenue	01/01/2003 12/31/2003	% of Total Revenue
Assets					
McLaughlin Cash		(\$57.50)	(0.4%)	\$305.61	0.2 %
Total Assets		(\$57.50)	(0.4%)	\$305.61	0.2 %
Liabilities					
Security Deposits		\$0.00	0.0 %	\$3,607.47	1.9 %
Total Liabilities		\$0.00	0.0 %	\$3,607.47	1.9 %
Equity					
Owner Equity					
Disbursement - Owner		(\$10,000.00)	(63.4%)	(\$101,000.00)	(51.9%)
Total Owner Equity		(\$10,000.00)	(63.4%)	(\$101,000.00)	(51.9%)
Total Equity		(\$10,000.00)	(63.4%)	(\$101,000.00)	(51.9%)
Revenue					
Total Income					
Rental Revenue		\$15,640.00	99.1 %	\$192,226.82	98.7 %
Laundry Revenue		\$142.63	0.9 %	\$1,883.67	1.0 %
Late Fee Revenue		\$0.00	0.0 %	\$95.00	0.0 %
Credit Check Revenue		\$0.00	0.0 %	\$250.00	0.1 %
Misc. Revenue		\$0.00	0.0 %	\$286.95	0.1 %
Total Total Income		\$15,782.63	100.0 %	\$194,742.44	100.0 %
Total Revenue		\$15,782.63	100.0 %	\$194,742.44	100.0 %
Expenses					
Capital Improvement					
Carpet - Replacement		\$0.00	0.0 %	\$1,894.00	1.0 %
Blinds / Drapes - Replacement		\$176.96	1.1 %	\$633.67	0.3 %
Linoleum - Replacement		\$0.00	0.0 %	\$280.00	0.1 %
Appliance - Replacement		\$0.00	0.0 %	\$1,400.19	0.7 %
Total Capital Improvement		\$176.96	1.1 %	\$4,207.86	2.2 %
Mortgage Expense					
First Mortgage		\$2,921.32	18.5 %	\$35,014.97	18.0 %
Total Mortgage Expense		\$2,921.32	18.5 %	\$35,014.97	18.0 %
Operating Expense					
Real Estate Taxes		\$0.00	0.0 %	\$5,937.72	3.0 %
Advertising		\$0.00	0.0 %	\$260.09	0.1 %
Credit Check Fees		\$0.00	0.0 %	\$151.30	0.1 %
Insurance		\$0.00	0.0 %	\$4,793.90	2.5 %
Licenses		\$0.00	0.0 %	\$485.36	0.2 %

ATTACHMENT 1

For :

Operating Statement With Subtotals

Prepared By :

DW Properties
318 Lincoln BL #225
Venice, CA 90291-

56-

Electric - Utility	\$6.82	0.0 %	\$8,241.66	4.2 %
Gas - Utility	\$0.00	0.0 %	\$4,356.18	2.2 %
Tr. & - Utility	\$154.00	1.0 %	\$1,848.00	0.9 %
Fire Equipment Service	\$0.00	0.0 %	\$95.00	0.0 %
Rent Control Fees	\$0.00	0.0 %	\$252.00	0.1 %
Misc. Expenses	\$13.00	0.1 %	\$1,219.50	0.6 %
Cleaning - Interior	\$65.00	0.4 %	\$812.25	0.4 %
Carpentry - Repair	\$97.50	0.6 %	\$2,009.75	1.0 %
Electrical - Repair	\$221.00	1.4 %	\$1,267.00	0.7 %
Appliance - Repair	\$113.00	0.7 %	\$479.30	0.2 %
Misc. - Repair	\$39.00	0.2 %	\$668.25	0.3 %
Roof - Repair	\$0.00	0.0 %	\$389.00	0.2 %
Plumbing - Repair	\$351.86	2.2 %	\$5,369.93	2.8 %
Painting / Decorating	\$52.00	0.3 %	\$3,001.50	1.5 %
Gardening	\$187.50	1.2 %	\$2,500.00	1.3 %
Parts / Materials	\$556.90	3.5 %	\$3,123.80	1.6 %
Supplies	\$18.00	0.1 %	\$216.00	0.1 %
Pest Control	\$28.00	0.2 %	\$336.00	0.2 %
Management	\$804.50	5.1 %	\$9,880.05	5.1 %
Bank Charges	\$33.77	0.2 %	\$127.93	0.1 %
Total Operating Expense	\$2,741.85	17.4 %	\$57,821.47	29.7 %
Total Expenses	\$5,840.13	37.0 %	\$97,044.30	49.8 %
Net Operating Income	\$9,942.50	63.0 %	\$97,698.14	50.2 %
Net Cash Flow	(\$57.50)	(0.4%)	\$305.61	0.2 %
Ending Balances:	12/31/2003		12/31/2003	
McLaughlin Cash	\$560.50		\$560.50	
Security Deposits	\$6,361.73		\$6,361.73	

ATTACHMENT 1

For :

Property Statement

Prepared By :
DW Properties
318 Lincoln Bl. #225
Venice, CA 90291-

Beginning Balances:

	12/01/2003	01/01/2003
Accounts Receivable	\$0.00	\$0.00
McLaughlin Cash	\$618.00	\$254.89

Receipts

	12/01/2003 12/31/2003	01/01/2003 12/31/2003
Security Deposits	\$0.00	\$5,540.00
Rental Revenue	\$15,640.00	\$192,226.82
Laundry Revenue	\$142.63	\$1,883.67
Late Fee Revenue	\$0.00	\$95.00
Credit Check Revenue	\$0.00	\$250.00
Misc. Revenue	\$0.00	\$286.95
Total Revenue	\$15,782.63	\$200,282.44

Disbursements

Security Deposits	\$0.00	\$1,932.53
Disbursement - Owner	\$10,000.00	\$101,000.00
Real Estate Taxes	\$0.00	\$5,937.72
Advertising	\$0.00	\$260.09
Credit Check Fees	\$0.00	\$151.30
Insurance	\$0.00	\$4,793.90
Licenses	\$0.00	\$485.36
Electric - Utility	\$6.82	\$8,241.66
Gas - Utility	\$0.00	\$4,356.18
Trash - Utility	\$154.00	\$1,848.00
Fire Equipment Service	\$0.00	\$95.00
Rent Control Fees	\$0.00	\$252.00
Misc. Expenses	\$13.00	\$1,219.50
Cleaning - Interior	\$65.00	\$812.25
Carpentry - Repair	\$97.50	\$2,009.75
Electrical - Repair	\$221.00	\$1,267.00
Appliance - Repair	\$113.00	\$479.30
Misc. - Repair	\$39.00	\$668.25
Roof - Repair	\$0.00	\$389.00
Plumbing - Repair	\$351.86	\$5,369.93
Painting / Decorating	\$52.00	\$3,001.50
Gardening	\$187.50	\$2,500.00
Parts / Materials	\$556.90	\$3,123.80
Supplies	\$18.00	\$216.00
Pest Control	\$28.00	\$336.00
Management	\$804.50	\$9,880.05
Bank Charges	\$33.77	\$127.93
First Mortgage	\$2,921.32	\$35,014.97
Carpet - Replacement	\$0.00	\$1,894.00
Blinds / Drapes - Replacement	\$176.96	\$633.67
Linoleum - Replacement	\$0.00	\$280.00
Appliance - Replacement	\$0.00	\$1,400.19
Total Expenses	\$15,840.13	\$199,976.83

ATTACHMENT 1

For :

Property Statement

Prepared By :
DW Properties
318 Lincoln Bl. #225
Venice, CA 90291-

Ending Balances:

Accounts Receivable
McLaughlin Cash

12/31/2003

\$0.00

\$560.50

12/31/2003

\$0.00

\$560.50

ATTACHMENT 1

For :

Rent Roll

Prepared By :

DW Properties
318 Lincoln Bl. #225
Venice, CA 90291-

Unit #	Resident Name	Memo	Amount	Deposits	Lease Start Date
31-1	Rae Stock	Monthly rental charge	\$620.00	\$600.00	07/15/02
31-2	Life Management	Monthly rental charge	\$1055.00	\$1,025.00	10/23/01
31-3	Jin Chuck Hay, Jr.	Monthly rental charge	\$1100.00	\$1,100.00	05/15/03
31-4	Felix Maron	Monthly Rent Rebate	(\$60.00)	\$275.00	03/08/80
		Monthly rental charge	\$1338.00	\$0.00	03/08/80
31-5	Stacy Cunningham	Monthly Rental Charge	\$825.00	\$1,650.00	04/01/03
31-6	Ron Williams	Monthly Rent Rebate - Carpet	(\$25.00)	\$825.00	02/01/98
		Monthly rental charge	\$955.00	\$0.00	02/01/98
31-7	Margarita Humpherys	Monthly rental charge	\$982.00	\$900.00	07/15/00
31-8	Jerry Allen	Monthly Vacancy Credit	(\$35.00)	\$150.00	05/01/87
		Monthly Rent Charge	\$917.00	\$0.00	05/01/87
31-9	James Barthe	Monthly Rent Credit - jonathon	(\$463.50)	\$0.00	10/15/98
		Monthly rental charge	\$927.00	\$0.00	10/15/98
35-1	Christine Horn	Monthly rental charge	\$626.00	\$100.00	05/17/97
35-2	Jason Sherman	Monthly rental charge	\$934.00	\$850.00	05/24/99
35-3	Jose Ruiz	Monthly rental charge	\$1055.00	\$1,025.00	06/01/02
35-4	Gordon Lewis	Monthly rental charge	\$1000.00	\$50.00	07/14/70
35-5	Life Management	Monthly rental charge	\$802.00	\$890.00	11/15/03
35-6	Shujun Cai	Monthly rental charge	\$1075.00	\$1,075.00	09/01/03
35-7	Amir Mina	Monthly rental charge	\$999.00	\$125.00	11/01/92
35-8	Edmond Burzycki	Monthly rental charge	\$883.00	\$740.00	07/12/97
35-9	Joao Fontes	Monthly Rental Charge	\$971.00	\$500.00	12/10/95
Total			\$16,480.50	\$11,880.00	

ATTACHMENT 1

For :

Resident Payment Summary 12/01/2003 to 12/31/2003

Prepared By :
DW Properties
318 Lincoln Bl. #225
Venice, CA 90291-

Unit #	Resident Name	Beginning Balance	Current Due	Total Paid	Ending Balance
31-1	Rae Stock	(\$30.00)	\$620.00	\$636.00	(\$46.00)
31-2	Life Management	(\$37.00)	\$1,087.00	\$1,055.00	(\$5.00)
31-3	Jim Chuck Hay, Jr.	(\$0.67)	\$1,100.67	\$1,100.00	\$0.00
31-4	Felix Maron	\$195.00	\$1,278.00	\$1,239.00	\$234.00
31-5	Stacy Cunningham	\$0.00	\$825.00	\$825.00	\$0.00
31-6	Ron Williams	\$465.00	\$930.00	\$930.00	\$465.00
31-7	Margarita Humpherys	\$0.00	\$982.00	\$982.00	\$0.00
31-8	Jerry Allen	(\$175.00)	\$882.00	\$882.00	(\$175.00)
31-9	James Barthe	(\$217.50)	\$463.50	\$0.00	\$246.00
35-1	Christine Horn	\$0.00	\$626.00	\$626.00	\$0.00
35-2	Jason Sherman	\$0.00	\$934.00	\$934.00	\$0.00
35-3	Jose Ruiz	\$0.00	\$1,055.00	\$1,055.00	\$0.00
35-4	Gordon Lewis	\$0.00	\$1,000.00	\$1,000.00	\$0.00
35-5	Life Management	(\$425.00)	\$890.00	\$445.00	\$20.00
35-6	Shujun Cai	\$0.00	\$1,075.00	\$1,075.00	\$0.00
35-7	Amir Mina	\$0.00	\$999.00	\$999.00	\$0.00
35-8	Edmond Burzycki	\$0.00	\$883.00	\$883.00	\$0.00
35-9	Joao Fontes	(\$7.00)	\$981.00	\$974.00	\$0.00
Total		(\$232.17)	\$16,611.17	\$15,640.00	\$739.00

ATTACHMENT 1

For:

Budget Comparison

Prepared By:
DW Properties
318 Lincoln Bl. #225
Venice, CA 90291-

	12/01/2002 to 12/31/2002			01/01/2002 to 12/31/2002		
	Actual	Budget	Variance	Actual	Budget	Variance
Revenue						
Total Income						
4010 Rental Revenue	\$15,608.00	\$14,350.00	\$1,258.00	\$181,599.27	\$172,200.00	\$9,399.27
4030 Laundry Revenue	\$178.63	\$0.00	\$178.63	\$1,927.91	\$0.00	\$1,927.91
4060 Late Fee Revenue	\$0.00	\$0.00	\$0.00	\$271.00	\$0.00	\$271.00
4080 Credit Check Revenue	\$0.00	\$0.00	\$0.00	\$375.00	\$0.00	\$375.00
4120 Misc. Revenue	\$0.00	\$0.00	\$0.00	\$211.06	\$0.00	\$211.06
Total Total Income	\$15,786.63	\$14,350.00	\$1,436.63	\$184,384.24	\$172,200.00	\$12,184.24
Total Revenue	\$15,786.63	\$14,350.00	\$1,436.63	\$184,384.24	\$172,200.00	\$12,184.24
Expenses						
Capital Improvement						
3320 Carpet - Replacement	\$1,361.00	\$0.00	(\$1,361.00)	\$5,070.00	\$0.00	(\$5,070.00)
3322 Blinds / Drapes - Replacement	\$0.00	\$0.00	\$0.00	\$250.80	\$0.00	(\$250.80)
3324 Linoleum - Replacement	\$0.00	\$0.00	\$0.00	\$410.00	\$0.00	(\$410.00)
3328 Appliances - Replacement	\$0.00	\$0.00	\$0.00	\$479.08	\$0.00	(\$479.08)
3332 Misc. - Replacement	\$375.00	\$0.00	(\$375.00)	\$575.00	\$0.00	(\$575.00)
Total Capital Improvement	\$1,940.00	\$0.00	(\$1,940.00)	\$5,784.88	\$0.00	(\$5,784.88)
Mortgage Expense						
3301 First Mortgage	\$2,920.40	\$1,075.00	(\$1,845.40)	\$34,932.33	\$12,200.00	(\$22,732.33)
3302 Second Mortgage	\$0.00	\$1,875.00	\$1,875.00	\$0.00	\$22,500.00	\$22,500.00
Total Mortgage Expense	\$2,920.40	\$2,950.00	\$29.60	\$34,932.33	\$34,700.00	\$232.33
Operating Expense						
3005 Real Estate Taxes	\$0.00	\$2,750.00	\$2,750.00	\$5,522.01	\$5,500.00	(\$22.01)
3008 Advertising	\$0.00	\$23.00	\$23.00	\$0.00	\$300.00	\$300.00
3009 Credit Check Fees	\$0.00	\$0.00	\$0.00	\$166.35	\$0.00	(\$166.35)
3010 Insurance	\$0.00	\$415.00	\$415.00	\$4,492.00	\$4,980.00	(\$488.00)
3013 License	\$0.00	\$115.00	\$115.00	\$368.48	\$1,380.00	\$1,011.52
3014 Electric - Utility	\$1,082.89	\$650.00	(\$432.89)	\$7,423.45	\$7,800.00	(\$376.55)
3016 Gas - Utility	\$292.18	\$400.00	(\$107.82)	\$3,006.29	\$4,800.00	\$1,793.71
3017 Trash - Utility	\$154.00	\$150.00	(\$4.00)	\$1,736.00	\$1,800.00	(\$64.00)
3018 Fire Equipment Service	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00	(\$40.00)
3022 Rent Control Fees	\$0.00	\$70.00	\$70.00	\$252.00	\$240.00	(\$12.00)
3023 Misc. Expense	\$36.25	\$50.00	(\$13.75)	\$261.50	\$600.00	\$338.50
3025 Cleaning - Interior	\$0.00	\$25.00	\$25.00	\$280.00	\$300.00	\$20.00
Total Operating Expense	\$2,920.40	\$2,950.00	\$29.60	\$34,932.33	\$34,700.00	\$232.33
Total Expenses	\$4,860.40	\$4,900.00	(\$39.60)	\$40,717.21	\$39,400.00	\$1,317.21
Total Revenue	\$15,786.63	\$14,350.00	\$1,436.63	\$184,384.24	\$172,200.00	\$12,184.24
Total Expenses	\$4,860.40	\$4,900.00	(\$39.60)	\$40,717.21	\$39,400.00	\$1,317.21
Total Income	\$10,926.23	\$9,450.00	\$1,476.23	\$143,667.03	\$132,800.00	\$10,867.03

Run Date: 01/21/04 1:38 PM

ATTACHMENT 1

For:

Budget Comparison

Prepared By:
DW Properties
318 Lincoln Bl. #225
Venice, CA 90291-

	12/01/2002 to 12/31/2002				01/01/2002 to 12/31/2002			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
5027 Cleaning - Exterior	\$0.00	\$10.00	\$10.00	100.00 %	\$0.00	\$120.00	\$120.00	100.00 %
5040 Carpentry - Repair	\$287.50	\$150.00	(\$137.50)	(91.67%)	\$1,762.75	\$1,800.00	\$37.25	2.07 %
5043 Electrical - Repair	\$156.25	\$30.00	(\$106.25)	(212.50%)	\$654.00	\$600.00	(\$54.00)	(9.00%)
5050 Appliances - Repair	\$0.00	\$50.00	\$50.00	100.00 %	\$474.92	\$600.00	\$125.08	20.85 %
5070 Misc. - Repair	\$0.00	\$60.00	\$60.00	100.00 %	\$1,385.00	\$720.00	(\$665.00)	(92.36%)
5080 Roof - Repair	\$0.00	\$50.00	\$50.00	100.00 %	\$547.00	\$600.00	\$53.00	8.83 %
5083 Plumbing - Repair	\$423.75	\$300.00	(\$123.75)	(41.25%)	\$6,302.45	\$3,600.00	(\$2,702.45)	(75.07%)
5088 Painting / Decorating	\$323.00	\$175.00	(\$148.00)	(84.57%)	\$2,488.00	\$2,100.00	(\$388.00)	(18.48%)
5130 Gardening	\$187.50	\$175.00	(\$12.50)	(7.14 %)	\$2,250.00	\$2,280.00	\$30.00	1.32 %
5177 Maintenance	\$0.00	\$25.00	\$25.00	100.00 %	\$0.00	\$300.00	\$300.00	100.00 %
5190 Parts / Materials	\$360.44	\$30.00	(\$330.44)	(620.88%)	\$2,405.59	\$600.00	(\$1,805.59)	(300.93%)
5191 Supplies	\$18.00	\$20.00	\$2.00	10.00 %	\$216.00	\$240.00	\$24.00	10.00 %
5200 Pest Control	\$28.00	\$35.00	\$7.00	49.09 %	\$1,071.00	\$660.00	(\$411.00)	(62.27%)
5300 Management	\$801.60	\$715.00	(\$86.60)	(12.11%)	\$9,461.87	\$8,580.00	(\$881.87)	(10.28%)
5400 Legal & Professional Services	\$0.00	\$30.00	\$30.00	100.00 %	\$0.00	\$600.00	\$600.00	100.00 %
5430 Bank Charges	\$5.00	\$0.00	(\$5.00)	(100.00%)	\$113.50	\$0.00	(\$113.50)	(100.00%)
Total Operating Expense	\$4,378.36	\$6,350.00	\$2,171.64	33.15 %	\$32,683.16	\$31,100.00	(\$1,583.16)	(5.10%)
Total Expenses	\$9,238.76	\$9,500.00	\$261.24	2.75 %	\$94,400.57	\$86,500.00	(\$7,900.57)	(9.13%)
Net Operating Income	\$6,547.87	\$4,850.00	\$1,697.87	35.01 %	\$89,983.67	\$85,700.00	\$4,283.67	5.00 %
								\$86,500.00

Run Date: 01/21/04 1:38 PM

ATTACHMENT 1

05/12/2004 12:42 2310392953/

DWPROPERTIES

PAGE 06



STATE FARM INSURANCE COMPANIES

State Farm General Insurance Company

31303 Agoura Road
Westlake Village, CA 91361-0001

V-1154-F772 FU 3

WALKER, DON
DBA D W PROPERTIES
PO BOX 10477
MARINA DEL REY CA 90295-6477

|||||

Location: 326 LINCOLN BLVD
VENICE CA

Forms, Options, and Endorsements

Special Form 3
Emp Dishonesty \$25,000
Real Estate Agents Endorsement
Debris Removal Endorsement
Amendatory Endorsement
Business Policy Endorsement
Glass Deductible - Section I
Policy Endorsement
Terrorism Insurance Cov/Notice

FP-6143
OPT ED
FE-6405.1
FE-6451
FE-6205
FE-6464
FE-6538.1
* FE-6506.2
* FE-6999

*Effective: SEP 12 2003

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

RENEWAL CERTIFICATE

POLICY NUMBER 92-91-4097-9

BUSINESS OFFICE
SEP 12 2003 to SEP 12 2004

DATE DUE

PLEASE PAY THIS AMOUNT

SEP 12 2003

\$879.24

Coverages and Limits

Section I

A Buildings	Excluded
B Business Personal Property	44,900
C Loss of Income	Actual Loss

Deductibles - Section I

Basic	250
Other deductibles may apply - refer to policy	

Section II

L Business Liability	\$1,000,000
M Medical Payments	5,000
Gen Aggregate (Other than PCO)	2,000,000
Products-Completed Operations (PCO Aggregate)	2,000,000

Annual Premium

Forms, Opt, & Endrmnt	\$790.0
Bus Liability - Cov L	56.0
CA Surcharge	16.0
Amount Due	17.2
	\$879.2

Premium Reductions

Your premium has already been reduced by the following:

- Renewal Year Discount
- Yrs in Business Discount
- Claim Record Discount

Cov. A - Inflation Index:	N/A
Cov. B - Consumer Price:	184.2

80 3202 9540

See reverse side for important information.
Please keep this part for your record.

Thanks for letting us serve you...

Agent LYNDIA HUMMELHOFF

Telephone (805) 553-0355 or (866) 775-9632

Prepared JUL 03 2003

13

ATTACHMENT 2

9929 Venice Blvd
Los Angeles, CA 90034
310/202-7100
310/202-1340-fax

Envoy Properties, Inc.

March 12, 2004

City of Culver City
Housing Programs Office
9770 Culver Boulevard,
PO Box 507
Culver City, Ca. 90232-0507

Attention: Fred Deimel

Dear Mr. Deimel;

RECEIVED
CULVER CITY HOUSING
04 MAR 12 PM 12:05

Thank you for your interest in our management services. We specialize in residential and commercial properties in the Los Angeles area, properties just like yours

ENVOY PROPERTIES management services range from full service for those who do not want to be involved in any phase of management to minimum service for those who wish to be hands on in the running of the property. We will tailor a program to match your requirements.

Our goal is simple and direct: to develop the highest possible net operating income while enhancing and protecting your property value. We accomplish this objective with hands on supervision of the property. And, we use computerized accounting systems for management information.

Our fee schedule for a property like yours is four percent of the gross collected with a \$100.00 minimum per month. This fee includes:

- **RENT COLLECTION**.....includes making phone calls as a reminder for those who have not paid by the second of the month, serving 3-day notices a few days later and negotiating with tenants to get the rent paid. If all else fails, we are fully familiar with EVICTION procedures, paperwork, costs and attorneys who do the evictions.
- **ADVERTISING** of units available.....on our rental sheets, on several highly visited internet sites, Universities, Westside Rentals, Pets and People, placing signs in front, etc.... we take photos inside and out and show them on our much-visited web-site. See www.envoyproperties.com.

04 MAR 12 PM 12:05

tenant, we contact the owner for their approval. We are used to working with Section 8, Restricted Rental units and Voucher systems.

- **PREPARATION OF LEASE AGREEMENTS**.....including special pet agreement and deposit forms, inventory of appliances, etc, condition of carpets, paint, etc., house rules, lead-paint notice, code enforcement letter and renter's insurance letter .
- **MAINTENANCE** supervision 24 hours a day, seven days a week..... during the day, our staff takes phone calls or written maintenance requests.....at night, requests are made on a special cell phone line directly to one of Envoy Properties owner's house..... emergencies are handled at once, while non-emergencies are handled on a routine basis by our handymen [for simple jobs] and by licensed contractors [for the jobs requiring more skill]. We have been working with our workmen for years and they are happy to handle jobs either routinely or on an emergency basis.....and, before spending an appreciable amount of money on maintenance, we would normally contact the owner.
- **PROPERTY INSPECTION**.....drive-by or walk properties at least once a month making a mini-report and taking action regarding lawn care, junk, general appearance, etc.
- **MOVE-OUT INSPECTION**.....prepare report and take photos for possible use in court comparing the unit with the move-in condition notes and charging the tenant for damage, cleaning, etc.....in addition, we make a list of work needing to be done to get ready for a new tenant....we also do a pre-move-out inspection, as required by law, to alert a tenant regarding that which he/she needs to do to minimize their move-out charges..... we do a move-out re-conciliation report and send a refund of remaining security deposit to old tenant [within 21 days, by law]
- **PRE-RENTAL RENOVATION MANAGEMENT**.....using the notes taken during the move-out inspection, after consulting with owner, if appropriate, we assign work in a way so as to minimize costs to painters, carpet people, handymen and contractors, as required, to prepare the property ASAP...
- **PREPARATION OF NOTICES** for the property along with hand-posting when required (ie: 3 day notices, rent increases).
- **HANDLE PROBLEM TENANT ISSUES**.....drugs on premises, too much noise, unauthorized persons in an apartment, parking assignments, etc.....we work with the tenants, police, the housing authority, etc to resolve issues.
- **WORK WITH CODE ENFORCEMENT**..... to bring buildings up to city requirements. [for this work, it is sometimes necessary to make an extra charge].
- **SET-UP BANK ACCOUNT**.....A trust account is set up into which all rents and owner contributions are deposited and out of which all bills are paid as well as where owner draws are withdrawn.....your account will be separate from any other owners account and separate from Envoy Properties monies as well.....no co-mingling of funds is allowed.

04 MAR 12 PM 12: 0

- **PAY BILLS**..... insurance, taxes, utilities, mortgage and repair bills if desired, can be paid from the above mentioned Trust account. In addition, we will interact with your insurance agents, mortgage brokers, etc. as needed.
- **MONTHLY STATEMENTS**fully computerized monthly statements using a system installed for several years [so, it is stable]....you will receive an operating statement showing income, expenses and cash flow both current month and year-to-date, amount advanced to owner and ending bank balance. You will also receive a tenant status report showing rent collected by tenant and a check register listing each check written on your account [for such things as gardening, plumbing, management fees, etc.] along with the original of each bill paid. At the end of the year, we will send a December 31st Statement which will include a complete breakdown of expenses for the year ready to give to your accountant for income tax purposes.

In addition to the four percent of the gross fee, if we have a vacancy to lease up at the property, we would charge a flat fee of half of the first month's rent. If, for any reason, a tenant should break his or her lease and leave within one year, we will lease it up again at no charge.

This includes all of the services described above.

After signing an agreement, if you already have tenants, we will notify them that you have authorized us to manage the property. In addition, we will let them know where to pay the rent and how to request repairs.

You may also wish to consider that we are:

- Family owned and run
- 25 years in the same location
- A fully licensed Real Estate Brokerage sales office
- We are essentially a Culver City firm located on Venice Blvd. across the street from Brotman Hospital and just blocks to your property.
- Members of the Culver City Chamber of Commerce and the Culver City Elks
- Have no answer machines in the office [except at night].....you will talk to a real person when you call
- We have an eight person staff, including fluent Spanish speakers, a General Contractor [# 336946] who handles most maintenance work can deal with tradesmen on a knowledgeable basis, a full time accountant, all completely computer-literate.
- Manage many small buildings between 1 and 10 units as well as buildings up to about 80 units, many in the same area as yours.

04 MAR 12 PM 12:

- Assign maintenance work to both handymen and licensed contractors as the work demands, minimizing your cost
- Located conveniently for managing your building
- Have a website www.envoyproperties.com which gets looked at 1000 times daily on a good day and where we list your property with photos as well as listing the property in several other locations such as Craig's List, Westside Rentals, UCLA, USC and Pets and People .
- Communicate with e-mail a lot to keep costs down and for quick response, particularly for those out of town or out of the country.
- Look over your property and give advice regarding what is needed in repairs, etc. to make the property rentable. In addition, we can write work orders for people to do all the basic repairs needed at competitive rates .
- Discuss rental rates for the area. We try to keep rental rates at the top of the market.
- Involved in Senior Citizen Relocation..... finding places for Seniors to live.
- And, please note that we will always contact the owner prior to approving a new tenant or spending an appreciable amount of money if requested to do so.

Enclosed are a Management Agreement, sample Operating Statement and References for your review.

And, we would be pleased to have you visit our office, see the operation and meet the staff. We look forward to working with you.

Sincerely,


Bruce Huntley
ENVOY PROPERTIES

04 MAR 12 PM 12:0

Envoy Properties, Inc

9929 Venice Blvd.
Los Angeles, Ca. 90034
310-202-7100 fax 310-202-1340

PARTIAL LIST OF PROPERTIES MANAGED IN CULVER CITY — with many,
many more just adjacent to Culver City.

- * 11172 Braddock
- * 5215 Sepulveda
- * 3917-19 1/2 Prospect
- * 11531 Culver Blvd.
- * 9301 Lucerne
- * 4350-56 Overland
- * 12040 Alberta
- * 4182-84 Baldwin Ave.
- * 5140 Berryman Ave.
- * 10729 Franklin Ave,
- * 4501 Huntley Ave.
- * 12024 Hammock St.
- * 4830 Hollow Corner Rd.
- * 4030-34 1/2 Lincoln Avenue
- * 4360 LeBourget Ave.
- * 4143-47 La Salle Ave
- * 11161 Lucerne Ave.
- * 4309-15 Overland Ave
- * 4362-68 Overland Ave
- * 5155-57 Overland Ave
- * 4451-55 Overland Ave
- * 4740 Sawtelle Blvd.
- * 4159 Vinton Ave.

Envoy Properties, Inc

9929 Venice Blvd.
Los Angeles, Ca. 90034
310-202-7100 fax 310-202-1340
see our rentals at www.envoyproperties.com

CLIENT REFERENCE LIST

Joseph Sherwood
(310) 202-9010

Celeste Cass
(310) 838-6083

Sandy Nadleman
(310) 839-5949

Keith Kawamoto
(310) 390-3156

Frank Bates
(310) 836-5627

Amos Legerman
(310) 249-9863

Thank you for your interest in our property management services. We look forward to serving you.

Sincerely,

ENVOY PROPERTIES

Bruce Huntley

OPERATING STATEMENT
TRUST
March 31, 2003

ATTACHMENT 2

COPY
04 MAR

CURRENT MONTH

YEAR TO DATE

INCOME:

RENTAL INCOME	\$ 2,095.00	\$ 6,285.00
	-----	-----
TOTAL INCOME COLLECTED	2,095.00	6,285.00

EXPENSES:

BANK DEBIT		24.47
MANAGEMENT-PROFESSIONAL	104.75	314.25
STORAGE		1.00
GENERAL MAINTENANCE		63.95
REPAIR-PLUMBING	22.00	22.00
	-----	-----
TOTAL OPERATING EXPENSES	126.75	425.67

NET OPERATING INCOME	\$ 1,968.25	\$ 5,859.33
	=====	=====

BEG. BANK BALANCE	499.00
CASH FLOW	1,968.25
ADVANCE TO OWNERS	(1,967.25)
ENDING BANK BALANCE	500.00

- This is a real operating statement with the names blanked out for privacy reasons.

- You can see the current month's income, the expenses and what the owner took out in cash for the month.

- Also shown are the income and expenses for the year to this date.

(PC23GS V27) RUN: 05/29/03 4:22p

UNIT	TENANT NAME	C D 1	C D 2	S P E	DEP HELD	BASE RENT	BAL FWD	CURR CHARGE	CASH RECEIVED	ENDING BAL	MOVE IN	LEASE EXP
8932	ALEANDER	R			2,195	2,095.00	1.67	2,095.00	2,095.00-	1.67-	15/29/02	
ZZZZ	OTHER INCOME	R			0	.00	.00	.00	.00	.00	15/18/02	
TOTAL UNITS		2			2,195	2,095.00	1.67-	2,095.00	2,095.00-	1.67-		

- This is the TENANT STATUS REPORT.
- It shows all the rents collected for the month of March among other things.
- The full operating statement including the tenant status, check register and checks to the owners are usually sent out by the 15th of the following month.

RECEIVED
CULVER CITY HOUSING
04 MAR 12 PM 12:06

(GL19JC V15) RUN: 05/29/03 4:23p

TOTAL	CHECK BK	AMOUNT	DESCRIPTION	VENDOR	DATE	PRP ACCOUNT	INV #
	000116 1	104.75	MARCH/MANAGEMENT	ENVOY PROPERTY MANAGEMENT	03/05/03	270 631	1
104.75			<--CHECK TOTAL			Item #:	1
	000117 1	22.00	1136	GREGORY SIMOES	03/13/03	270 686	1
22.00			<--CHECK TOTAL			Item #:	1
	000118 1	1,967.25	MARCH/OWNERS DRAW		03/15/03	270 118	1
1,967.25			<--CHECK TOTAL			Item #:	1
2,094.00			<--BANK TOTAL			Check #:	3
2,094.00			<--PROPERTY TOTAL			Check #:	3

- This is the CHECK REGISTER.
- Each item listed is a check we wrote on the trust account to pay a bill in this case, checks for gardening, plumbing, management fees and a check for the owner.
- In addition to these reports, we include the original bills for each of the checks we have written.
- At the end of the year, we will send a complete breakdown of income and expenses for the year ready to give to your accountant for income tax purposes.

Envoy Properties, Inc

9929 Venice Blvd.
Los Angeles, Ca. 90034
310-202-7100 fax 310-202-1340

TO OUR NEW CLIENTS:

When you become a client of our management services we will need some information about your properties and your tenants. The following is needed:

FOR THE PROPERTY

- Property address
- Name for trust account
- Your tax ID or social security number
- If the building or garage is gated; keys, beepers and garage codes
- Is there a laundry room or other facilities (i.e... a pool, etc.)
- Pets OK or no pets
- Utilities, etc. that the owner pays
- Copy of Property and Liability Insurance Policies

FOR EACH TENANT

- Apt #
- Name of each person living in the apartment/house
- Copy of lease agreement
- Phone #
- Rent amount
- Security deposit
- Pet deposit
- Back rent due
- Date rent is due
- Date of last rent increase
- Keys, beepers
- Parking space assignment

BILLS if you want us to pay bills out of the monthly proceeds from rents, we will need the following:

- Copy of mortgage payment
- Copies of utility bills
- Copy of tax bills
- Copy of insurance bills
- Gardener name, phone #, monthly charges, etc

RECEIVED
CULVER CITY HOUSING
04 MAR 12 PM 12:06

MAR 01 2004

CULVER CITY
HOUSING OFFICE

MILLER & DESATNIK MANAGEMENT CO., INC.

3623 MOTOR AVENUE, LOS ANGELES, CA. 90034 • (310) 838-1828 FAX (310) 841-4121

WWW.MDRENTS.COM

PRESENTATION

INTRODUCTION

OUR HISTORY:

- OVER 40 YEARS IN THE BUSINESS
- LONGEVITY OF EMPLOYEES

OUR SERVICES:

- RENT COLLECTIONS
- LEASING
- PAYABLES
 - * PAY ALL MONTHLY CONTRACT PAYABLES
 - * MONTHLY ACCOUNTING REPORTS
 - * RENT DEPOSITS
- MONTHLY DELINQUENCY REPORTS
- ANALYSIS OF INSURANCE POLICIES AND CURRENT CONTRACTS
- VENDOR MANAGEMENT
- HIRING OF ON-SITE MANAGERIAL PERSONNEL
- OBTAIN COMPETITIVE BIDS FOR SPECIAL AND ONGOING PROJECTS
- 24 HOUR EMERGENCY LINE
- PROPERTY INSPECTIONS

CONTRACT

MANAGEMENT AGREEMENT

PARTIES: In consideration of the covenants hereto contained,

MILLER & DESATNIK MANAGEMENT CO.

(Owner)

(Agent)

EXCLUSIVE AGENCY:

1. The Owner employs the Agent exclusively to rent, lease, operate and manage the property known as _____ upon the terms hereinafter set forth beginning _____ and continuing until either party gives a 30-day notice of cancellation in writing. Said agreement shall be for a minimum of four months.

2. The Agent accepts the employment and agrees:

- a) To use due diligence in the management of the premises for the period and upon the terms herein provided, and agrees to furnish the services of its organization for the renting, leasing, operating, and managing of the herein described premises.

MONTHLY STATEMENTS:

- b) To render monthly statements of receipts, expenses and charges. In the event the disbursements shall be in excess of the rents collected by the Agent, the Owner hereby agrees to pay such excess promptly upon demand of the Agent.

SEPARATE OWNER'S FUNDS:

- c) To deposit all receipts collected for Owner (less any sums properly deducted as otherwise provided herein) in an Account, separate from Agent's personal account. However, Agent will not be held liable in event of bankruptcy or failure of depository.

3. The Owner hereby gives to the Agent the following authority and powers and agrees to assume the expenses in connection herewith:

ADVERTISING, SIGNS AND COLLECTION OF RENT:

- a) To advertise the availability for rental of the herein described premises, and to display signs thereon, to sign, renew and/or cancel leases for the premises, to collect rents due or to become due and give receipts therefore, to terminate tenancies and to sign and to institute and prosecute actions, to evict tenants and to recover possession of said premises; to sue for in the name of the Owner and recover rents and other sums due; and when expedient, to settle, compromise, and release such actions or suits or reinstate such tenancies.

REPAIRS:

- b) To make or cause to be made and supervise repairs and alterations and to do decorating on said premises; to purchase supplies and pay all bills. The Agent agrees to secure the approval of the Owner on all expenditures in excess of \$ _____ for any item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Agents such repairs are necessary to protect the property from damage or to maintain services to the tenants as called for by their tenancy.

EMPLOYEES:

- c) To hire, discharge and supervise all labor and employees required for the operation and maintenance of the premises; it being agreed that all employees shall be deemed employees of the Owner and not the Agent, and that the Agent may perform any of its duties through its attorneys, agents or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention. The Agent shall not be liable for any error in judgment or for any mistakes of fact of law, or for anything which it may do or refrain from doing hereafter, except in cases of willful misconduct or gross negligence.

ATTACHMENT 3

Resident managers, when hired, will be employees of the Owner. Agent will pay resident manager's salary from Owner's account as set forth by the State Department of Labor. Agent will file all necessary Federal and State returns relating to said payroll on behalf of Owner while managing the property.

SERVICE CONTRACTS:

d) To make contracts for utilities and other services as the Agent shall deem advisable; the Owner to assume the obligation of any contract so entered into at the termination of this agreement.

4. The Owner further agrees:

a) To save the Agent harmless from all damage suits in connection with the management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at his own expense, necessary public liability and workman's compensation insurance adequate to protect the interests of the parties hereto, which policies shall be so written as to protect the Agent in the same manner and to the same extent they protect the Owner.

INTEREST AND TAX PAYMENTS, INSURANCE:

b) To advise the Agent in writing if the payment of mortgage indebtedness, property or employee taxes or special assessments, or the placing of fire, liability, steam boiler, pressure vessel, or any other insurance is desired. In the event that a resident manager is hired, Agent shall have the authorization to file for appropriate worker's compensation coverage for Owner.

AGENT MUST BE NAMED ADDITIONALLY INSURED ON OWNER'S PROPERTY INSURANCE POLICY.

AGENT'S COMPENSATION:

c) To pay the Agent each month:

For Management: 5% of monthly collected rents or \$200.00 whichever is greater

For rental of each vacancy: \$25.00

d) Owner agrees to deposit with Agent \$ _____ to open Owner's bank account.

e) In the event that Agent must file a small claims court action as representative of Owner, there will be a \$25.00 charge. In the event that Agent must appear in Court, there will be a \$75.00 per session additional charge.

OTHER:

THIS AGREEMENT SHALL BE BINDING UPON, THE SUCCESSORS AND ASSIGNS OF THE AGENT, AND THE HEIRS, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS OF THE OWNER.

(OWNER) DATE: _____

(OWNER) DATE: _____

(AGENT) DATE: _____

MILLER & DESATNIK MANAGEMENT CO., INC.

RECEIVED

MILLER & DESATNIK MANAGEMENT CO., INC.

3623 MOTOR AVENUE, LOS ANGELES, CA. 90034 • (310) 838-1828 FAX (310) 841-2161

WEBSITE: WWW.MDRENTS.COM email: Propertymgmt@mdrents.com

MAR 01 2004

CULVER CITY
HOUSING OFFICE

February 27, 2004

City of Culver City
Housing Programs Office
9770 Culver Blvd.
P.O. Box 507
Culver City, CA. 90232-0507

To Whom It May Concern::

I was pleased to hear of your interest in attaining professional property management services for one of your properties. I have enclosed a contract, our fee schedule, a sample of our monthly statement and some information about Miller & Desatnik. I hope this will assist you in choosing our company for your management needs.

Miller & Desatnik has been in the management business for over 40 years. In that time we have developed what we consider to be one of the finest and most professional companies in the business. The longevity and retention of our client list only reiterates this opinion.

We handle rent collections, vacancy preparation and rentals, advertising of your vacancies, and all maintenance problems. We also have a twenty-four hour emergency line.

We have an experienced field staff to take care of your property and a complete bookkeeping staff to handle your account income and disbursements. Your monthly cash flow and property reports will give you month-to-date and year-to-date accounting.

I feel confident that you will be satisfied with our service and look forward to meeting with you to discuss the special needs of your property.

Sincerely,



Lorraine Becker
President

prosmgmt

FEE SCHEDULE

MILLER & DESATNIK MANAGEMENT CO. INC.
3623 Motor Avenue, Los Angeles, CA. 90034 (310) 838-1828 FAX (310) 841-2161

MANAGEMENT FEE SCHEDULE

FULL SERVICE MANAGEMENT

5% of the gross monthly receipts or \$200.00 whichever is greater.

\$25.00 leasing fee for each vacancy.

Rates are negotiable for 50 units or more.

ATTACHMENT 3

RECEIVED

MAR 01 2004

**CULVER CITY
HOUSING OFFICE**

ACCOUNTING REPORTS

MILLER & DESATNIK MANAGEMENT CO., INC.
 SAMPLE
 Cash Flow (Cash)

MAR 01 2004
 CULVER CITY
 HOUSING OFFICE

	Month to Date	Year to Date
INCOME		
RENT INCOME		
Rent	7,643.70	60,050.14
NET RENT INCOME	7,643.70	60,050.14
OTHER INCOME		
Laundry	77.80	268.20
Registration fee	7.00	56.00
TOTAL OTHER INCOME	84.80	324.20
TOTAL INCOME	7,728.50	60,374.34
EXPENSES		
DIRECT EXPENSES		
Petty Cash	0.00	23.77
Building Inspection	0.00	120.00
Carpet Cleaning	0.00	174.00
Repair	0.00	166.31
Electrical	0.00	134.19
R.S.D.-Registration	0.00	140.00
Janitorial	45.00	360.00
Accounting	0.00	25.00
Painting	0.00	320.00
Signs & Flags	0.00	12.00
Stoppage	0.00	52.50
Gardening	75.00	600.00
Gardening Supplies	0.00	112.00
Exterminator	18.00	144.00
Plumbing	59.00	804.93
Management	385.99	3,058.36
Insurance	0.00	2,570.25
DWP	726.12	3,390.06
Gas	111.00	1,139.64
Trash Disposal	60.00	480.00
Checks	0.00	15.50
Postage	0.00	50.45
TOTAL DIRECT EXPENSES	1,480.11	13,892.96
GENERAL & ADMINISTRATIVE		
Business Tax/ License	0.00	130.25
Payroll Expense		
Manager Salaries	162.46	1,299.68
Payroll Taxes	0.00	258.58
TOTAL PAYROLL	162.46	1,558.26
TOTAL G & A EXPENSE	162.46	1,688.51
TOTAL EXPENSES	1,642.57	15,581.47

MILLER & DESATNIK MANAGEMENT CO., INC.

SAMPLE

Cash Flow (Cash)

MAR 01 2004

CULVER
HOUSING OFFICE

NET INCOME	6,085.93	44,792.87
ADJUSTMENTS		
Owner Draw	-7,000.00	-44,000.00
Registration fee	7.00	56.00
Petty Cash	0.00	-23.77
TOTAL ADJUSTMENTS	-6,993.00	-43,967.77
CASH FLOW	-907.07	825.10
Beginning Cash	4,140.05	
Ending Balance	3,225.98	

MILLER & DESATNIK MANAGEMENT CO., INC.
SAMPLE
Receivable Summary by Account

MAR 01 20
CULVER C.
HOUSING OFF

Account Code	Tenant	Name	Prior Balance	Current Charges	Receipt Amount	Balance
01	BOYBR01	BOYKIN	1.00	850.00	850.00	1.
02	MUKSA02	MUKADAM	0.00	745.00	700.00	45.
03	KRODA03	KRONMILLER	-6.00	550.00	550.00	-6.
04	LASSH	LASSNER	0.00	633.45	633.45	0.
05	TEHAL05	TEHRANIZADEH	0.00	850.00	850.00	0.
06	JATKY06	JATABU	8.00	850.00	850.00	8.
07	MICDA07	MICKEL	0.00	700.00	700.00	0.
08	HIGRO08	HIGASHI	-0.25	592.25	592.25	-0.
09	LUBDE09	LUBIN	0.00	915.00	915.00	0.
10	THOM10	THORNE	231.00	849.00	1,080.00	0.
			233.75	7,534.70	7,720.70	47.
		Non-Tenant Receipts			77.80	
					7,798.50	

REFERENCES

MILLER & DESATNIK MANAGEMENT CO., INC.

3623 MOTOR AVENUE, LOS ANGELES, CA. 90034 • (310) 838-1828 FAX (310) 841-2161

WEBSITE: WWW.MDRENTS.COM

The following is a list of client references for our management company.
**PLEASE KEEP THESE NAMES AND TELEPHONE NUMBERS IN
CONFIDENCE**, but feel free to contact them with any questions regarding our
management.

Dr & Mrs. Harold Altman (949) 454-1059

Mr. & Mrs. Arthur Barrett (310) 457-3657

ROQUE & MARK Co.**RECEIVED****MAR 10 2004**CULVER CITY
HOUSING OFFICE**R E A L T O R S**2802 Santa Monica Boulevard • Santa Monica, California 90404
(310) 828-7525 • Fax (310) 453-5333

Since 1965

March 3, 2004

City of Culver City
Housing Programs Office
9770 Culver Boulevard
Culver City, CA 90232-0507Attn: Fred Deimel, Structural Rehabilitation Specialist
Re: Property Management Proposal

Dear Mr. Deimel:

Roque & Mark Co. welcomes the opportunity to compete for a chance to oversee your residential rental property; accordingly, we are happy to submit for your consideration this proposal. Since 1965, our company has managed income properties on the Westside and now, we hope to put our expert management to work for your City.

Roque & Mark staff comprises decades of experience in housing and real estate law, tenant/landlord relations, and maintenance services. Our full-service property management provides such services as Rent Collection, regular emergency 24-hour maintenance, vacancy preparation and leasing, receipt and payment of property expenses, submission of monthly cash-flow reports. Our management fees are calculated at 6% of the monthly gross rental receipts/\$200.00 minimum, and we charge a leasing fee of \$200.00 for each rental conducted by our office.

Please review the enclosed Property Management Packet since we hope that it will answer your concerns about the particular needs of your property, as well as to introduce you to our staff and services. We also invite you to view our website at www.roque-mark.com which provides updates of our rental list and other information. Jeffrey Valaika, who is in charge of Los Angeles properties, is available to meet with you for further discussions on how Roque & Mark Co. can best fulfill your property management needs.

Sincerely,

A. Markevicius
President

ROQUE & MARK Co.
R E A L T O R S

2802 Santa Monica Boulevard • Santa Monica, California 90404
(310) 828-7525 • Fax (310) 453-5333

Since 1965

A. "Mark" Markevicius

Owner & President of Roque & Mark Realtors, Inc., and M&R Americana Insurance Service, Inc. Licensed Real Estate Broker with forty years experience in residential and commercial properties. Former president of the Santa Monica Board of Realtors. President of the California Lithuanian Credit Union. Chairman of the Santa Monica Sister City Foundation. Santa Monica College Advisory Board Member. A.A. in Real Estate and Marketing from Santa Monica College.

Alex Baipsys

Property Manager with Roque & Mark for fifteen years. B.S. in Business Administration from California State University at Long Beach. Licensed Real Estate Salesperson. Extensive experience with operations of residential income properties, including expertise in the complex Santa Monica rent control laws.

Jeffrey Valaika

Property Manager with Roque & Mark Realtors for twenty-three years. B.A. from Elmhurst College in Elmhurst, Illinois. Licensed Real Estate Salesperson. Extensive experience with operations of Los Angeles residential income properties, including compliance with federal, state, and local housing regulations.

Tony Altamura

Property Manager and Leasing Agent. B.S. in Business Administration from University of Southern California. Licensed Real Estate Salesperson. Sixteen years experience in real estate and property management. Conducts rigorous tenant screening and expert marketing of rental units.

Victor Marks	Director of Maintenance Operations for over thirty-two years. Manages all aspects of income property repairs, including preventative maintenance. California State Contractor's License #544473, classifications B (general contractor) and C-36 (plumbing). A.A. from Santa Monica College.
Andrew Macias	Maintenance Operations. Over eighteen years experience with income property repairs and tenant relations. Coursework in Business at Menlo College, Palo Alto, California.
Cristina Serrano	Property Management Administrator. Over five years experience in Westside real estate. Licensed Real Estate Salesperson. A.A. in Liberal Arts from College of Marin. B.A. in History from UCLA. Course work in Business from Pepperdine University.
Giedrius Luskis	Property Management Assistant. Licensed Real Estate Salesperson. Over seven years experience in residential properties on the Westside. Bachelor's degree from Kaunas University of Technology, Lithuania.
Deividas "David" Strole	Property Management Assistant. Two years experience with Roque & Mark Realtors. A.A. from Santa Monica College. Coursework at California State University at Northridge.
Bethany Van Sweden	Property Management and Leasing Assistant. Over three years experience in residential properties. B.A. in Sociology from the University of Utah.
Linda Nechak	Receptionist. Coordinates property management service requests and sales inquiries. A.A. from Pierce College.
Diane Newbold	Accounting. Coordinates billings and disbursements to owners and vendors. Twenty-three years with Roque & Mark Realtors. B.A. in Education from Western University London Teachers College in Ontario, Canada.
Jolita Remeikiene	Accounting. Handles accounts receivable and collections. Over nine years experience in business administration and bookkeeping. Coursework at Santa Monica College.

ATTACHMENT 4

Ilona Siugdziuniene	Accounting. Assists with accounts receivable and payable. Degree from Vilnius University, Lithuania, and coursework at Santa Monica College.
Asta Budginas	Office Manager. General administration and assistant to the president for fourteen years. Licensed Real Estate Salesperson and Notary. Degree from Kaunas University, Lithuania.
Marius Markevicius	Sales & Investments. Licensed Real Estate Broker, specializing in Westside residential and commercial income properties for over five years. B.S. in Business Administration from the University of California at Berkeley. M.A. in Film from UCLA.
Raymond Marks	Sales & Investments. Licensed Real Estate Broker with over nine years of experience. Closed over \$10 million in income property sales in 2002. B.S. in Business Administration/Real Estate from San Diego State University.
Zina Markevicius	Director of Marketing. Monitors management services and communication with owners, tenants, government regulators, and property rights advocates. B.A. in Social Science from the University of California at Berkeley. M.B.A. from the University of Chicago Graduate School of Business.
Joseph J. Praske	Attorney at Law. Provides legal consultation to Roque & Mark Realtors. J.D. from Loyola University. Mr. Praske may be reached directly at (310) 453-2146.

ROQUE & MARK Co.**R E A L T O R S**

2802 Santa Monica Boulevard • Santa Monica, California 90404
(310) 828-7525 • Fax (310) 453-5333

Since 1965

REFERENCES

Mr. & Mrs. Frank Durham
(310) 826-3151
Los Angeles - 19 Units
Clients for 10 Years

Ms. Winifred Parker
(310) 453-3629
Santa Monica - 5 Units
Client for 7 Years

Mr. Al Friedkin
(818) 788-3111
Los Angeles - 10 Units
Client for Los Angeles

Mrs. Maria Susko
(310) 395-2364
Los Angeles & Santa Monica - 40 Units
Client for 10 Years

Mr. Stewart Hsieh
(213) 538-1365
Los Angeles - 10 Units
Client for 8 Years

Mr. William Teachworth
(310) 394-4698
Santa Monica - 16 Units
Client for 18 Years

Dr. Emanuel Jarasunas
(310) 453-2149
Santa Monica - 27 Units
Client for 20 Years

Mrs. Elizabeth Wright
(310) 452-1295
Los Angeles & Santa Monica - 14 Units
Client for 10 Years

Dr. Melvin Lansky
(310) 208-1154
Los Angeles - 8 Units
Client for 8 Years



CALIFORNIA
ASSOCIATION
OF REALTORS®

PROPERTY MANAGEMENT AGREEMENT

(C.A.R. Form PMA, Revised 4/03)

ATTACHMENT 4

John Smith

("Owner"), and

Rogue & Mark Co., Inc.

("Broker"), agree as follows:

1. **APPOINTMENT OF BROKER:** Owner hereby appoints and grants Broker the exclusive right to rent, lease, operate, and manage the property(ies) known as 1701 Yale Street, Santa Monica, CA 90404 and any additional property which may later be added to this Agreement ("Property"), upon the terms below, for the period beginning on (date) January 15, 2004 and ending (date) January 14, 2006, at 11:59 p.m. (If checked:) ☒ Either party may terminate this Property Management Agreement ("Agreement") on at least 30 days written notice 1 months after the original commencement date of this Agreement. After the exclusive term expires, this Agreement shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.
2. **BROKER ACCEPTANCE:** Broker accepts the appointment and grant, and agrees to:
 - A. Use due diligence in the performance of this Agreement.
 - B. Furnish the services of its firm for the rental, leasing, operation and management of the Property.
3. **AUTHORITY AND POWERS:** Owner grants Broker the authority and power, at Owner's expense, to:
 - A. **ADVERTISING:** Display FOR RENT/LEASE and similar signs on the Property and advertise the availability of the Property, or any part thereof, for rental or lease.
 - B. **RENTAL; LEASING:** Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits. Any lease or rental agreement executed by Broker for Owner shall not exceed 1 year(s) or ☐ shall be month-to-month. Unless Owner authorizes a lower amount, rent shall be: ☐ at market rate; OR ☒ a minimum of as negotiated per month; OR ☐ see attachment.
 - C. **TENANCY TERMINATION:** Sign and serve in Owner's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in Owner's name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies.
 - D. **REPAIR; MAINTENANCE:** Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. Broker shall obtain prior approval of Owner for all expenditures over \$ 350.00 for any one item. Prior approval shall not be required for monthly or recurring operating charges or, if in Broker's opinion, emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.
 - E. **REPORTS, NOTICES AND SIGNS:** Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.
 - F. **CONTRACTS; SERVICES:** Contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Broker may perform any of Broker's duties through attorneys, agents, employees, or independent contractors and, except for persons working in Broker's firm, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same.
 - G. **EXPENSE PAYMENTS:** Pay expenses and costs for the Property from Owner's funds held by Broker, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, property taxes and other taxes, Owner's Association dues, assessments, loan payments and insurance premiums.
 - H. **SECURITY DEPOSITS:** Receive security deposits from tenants, which deposits shall be ☒ given to Owner, or ☐ placed in Broker's trust account and, if held in Broker's trust account, pay from Owner's funds all interest on tenants' security deposits if required by local law or ordinance. Owner shall be responsible to tenants for return of security deposits and all interest due on security deposits held by Owner.
 - I. **TRUST FUNDS:** Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Broker's personal accounts. Broker shall not be liable in event of bankruptcy or failure of a financial institution.
 - J. **RESERVES:** Maintain a reserve in Broker's trust account of: \$ 200.00
 - K. **DISBURSEMENTS:** Disburse Owner's funds, held in Broker's trust account, in the following order:
 - (1) Compensation due Broker under paragraph 6.
 - (2) All other operating expenses, costs and disbursements payable from Owner's funds held by Broker.
 - (3) Reserves and security deposits held by Broker.
 - (4) Balance to Owner.
 - L. **OWNER DISTRIBUTION:** Remit funds, if any are available, monthly (or ☐ _____), to Owner.
 - M. **OWNER STATEMENTS:** Render monthly, (or ☐ _____), statements of receipts, expenses and charges for each Property.
 - N. **BROKER FUNDS:** Broker shall not advance Broker's own funds in connection with the Property or this Agreement.
 - O. ☐ (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Property and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

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PMA REVISED 4/03 (PAGE 1 OF 3)

Owner's Initials (_____) (_____)
Broker's Initials (_____) (_____)

Reviewed by _____ Date _____



PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 1 OF 3)

Agent: Albinas Markevicius
Broker: Rogue & Mark Co., Inc.

Phone: (310) 829-4757
2802 Santa Monica Blvd. , Santa Monica CA 90404

Fax: (310) 453-5333

Prepared using WINForms® software

4. OWNER RESPONSIBILITIES: Owner shall:

- A. Provide all documentation, records and disclosures as required by law or required by Broker to manage and operate the Property, and immediately notify Broker if Owner becomes aware of any change in such documentation, records or disclosures, or any matter affecting the habitability of the Property.
- B. Indemnify, defend and hold harmless Broker, and all persons in Broker's firm, regardless of responsibility, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, for: (i) any repairs performed by Owner or by others hired directly by Owner; or (ii) those relating to the management, leasing, rental, security deposits, or operation of the Property by Broker, or any person in Broker's firm, or the performance or exercise of any of the duties, powers or authorities granted to Broker.
- C. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920 and 17920.10 and other applicable law.
- D. Pay all interest on tenants' security deposits if required by local law or ordinance.
- E. Carry and pay for: (i) public and premises liability insurance in an amount of no less than \$1,000,000; and (ii) property damage and worker's compensation insurance adequate to protect the interests of Owner and Broker. Broker shall be, and Owner authorizes Broker to be, named as an additional insured party on Owner's policies.
- F. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Broker's trust account available for such payment.
- G. Immediately replace any funds required if there are insufficient funds in Broker's trust account to cover Owner's responsibilities.

5. LEAD-BASED PAINT DISCLOSURE:

- A. ☐ The Property was constructed on or after January 1, 1978.
- OR B. ☒ The Property was constructed prior to 1978.

(1) Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: _____

(2) Owner has no reports or records pertaining to lead-based paint or lead-based hazards in the housing, except the following, which Owner shall provide to Broker: _____

6. COMPENSATION:

- A. Owner agrees to pay Broker fees in the amounts indicated below for:

(1) Management: 6% (six percent) of monthly gross rental receipts/\$200.00 minimum

(2) Renting or Leasing: \$200.00 per unit rented.

(3) Evictions: Owner shall pay all attorney and court fees.

(4) Preparing Property for rental or lease: As negotiated.

(5) Managing Property during extended periods of vacancy: As negotiated.

(6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Broker: As negotiated.

(7) Other: All NSF and Late Fees that are collected shall be retained by the Broker.

- B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owner's Association meetings or N/A

If Owner requests Broker to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.

- C. Broker may divide compensation, fees and charges due under this Agreement in any manner acceptable to Broker.

- D. Owner further agrees that:

(1) Broker may receive and keep fees and charges from tenants for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks and/or ☐ if checked) late payments; and (iv) any other services that are not in conflict with this Agreement.

(2) Broker may perform any of Broker's duties, and obtain necessary products and services, through affiliated companies or organizations in which Broker may own an interest. Broker may receive fees, commissions and/or profits from these affiliated companies or organizations. Broker has an ownership interest in the following affiliated companies or organizations: N/A

Broker shall disclose to Owner any other such relationships as they occur. Broker shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior disclosure to Owner.

(3) Other: N/A

- 7. AGENCY RELATIONSHIPS: Broker shall act, and Owner hereby consents to Broker acting, as dual agent for Owner and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, Owner acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). Owner understands that Broker may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of other owners' properties before, during and after the expiration of this Agreement.

- 8. NOTICES: Any written notice to Owner or Broker required under this Agreement shall be served by sending such notice by first class mail or other agreed-to delivery method to that party at the address below, or at any different address the parties may later designate for this purpose. Notice shall be deemed received three (3) calendar days after deposit into the United States mail OR ☐

Owner's Initials (_____) (_____)

Broker's Initials (_____) (_____)

Reviewed by _____ Date _____

Owner Name: John Smith

ATTACHMENT 4 January 15, 2004

9. DISPUTE RESOLUTION

A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration or court action, subject to paragraph 9B(2) below. Paragraph 9B(2) below applies whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if the would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES:** (1) Owner and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 9B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

C. (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Owner's Initials _____ / _____ Broker's Initials _____ / _____

10. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.

11. **ATTORNEY FEES:** In any action, proceeding or arbitration between Owner and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Broker, except as provided in paragraph 9A.

12. **ADDITIONAL TERMS:** ☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD) Roque & Mark Co. shall not be held liable for any past, present or future claims regarding exposure to lead-based paint and/or mold at the premises.

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

Owner warrants that Owner is the owner of the Property or has the authority to execute this contract. Owner acknowledges Owner has read, understands, accepts and has received a copy of the Agreement.

Owner _____ Date _____

Owner John Smith _____
Print Name

Address 3625 San Filiciano Drive _____ City Woodland Hills _____ Social Security/Tax ID # (for tax reporting purposes) _____
Telephone (818) 256-4555 _____ Fax (310) 895-2014 _____ E-mail _____ State Ca Zip 91336

Owner _____ Date _____

Owner _____
Print Name

Address _____ City _____ Social Security/Tax ID # (for tax reporting purposes) _____
Telephone _____ Fax _____ E-mail _____ State _____ Zip _____

Real Estate Broker (Firm) Roque & Mark Co., Inc. _____

By (Agent) _____
Address 2802 Santa Monica Blvd. _____ City Santa Monica _____ State Ca Zip 90404
Telephone (310) 828-7525 _____ Fax (310) 453-5333 _____ E-mail info@roque-mark.com

Albinas Markevicius _____ Date _____

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Published by the
California Association of REALTORS®

44

Reviewed by _____ Date _____





CALIFORNIA
ASSOCIATION
OF REALTORS®

ATTACHMENT 4

ADDENDUM

(C.A.R. Form ADM, Revised 10/01)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☒ other Property Management Agreement

dated January 15, 2004, on property known as 1701 Yale Street, Santa Monica, Ca 90404

in which Roque & Mark Co., Inc. is referred to as Agent
and Jonh Smith is referred to as Owner

Should the property described herein be placed on the market for sale or exchange, the Owner gives Roque & Mark Co. the "Exclusive Right to Sell or Exchange" the property. This "Exclusive Right to Sell or Exchange" the property is to run concurrently with this management agreement. In the event of sale or exchange, the Owner agrees to pay Roque & Mark Co. a 6% (six percent) commission of the sale price of the property.

WORKER'S COMPENSATION INSURANCE: Should Owner fail to maintain and provide proof of Worker's Compensation Insurance as specified in section 4(c), Owner shall be charged an annual pro-rata amount as assessed by insurance carrier to the property management company's worker's compensation policy and in proportion to dollar amount of work performed by workmen without said insurance.

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

Date _____

Date _____

Agent _____

Owner _____

Albinas Markevicius, Roque & Mark Co., Inc.

Jonh Smith

Agent _____

Owner _____

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525 South Virgil Avenue, Los Angeles, California 90020

ADM-11 REVISED 10/01 (PAGE 1 OF 1)

Reviewed by

Broker or Designee _____

Date _____



ADDENDUM (ADM-11 PAGE 1 OF 1)

Roque & Mark Co., Inc.
Phone: (310) 829-4757

2802 Santa Monica Blvd.
Fax: (310) 453-5333

Santa Monica CA 90404
Albinas Markevicius

45

T6009425.ZFX

ROQUE & MARK Co.**R E A L T O R S**

2802 Santa Monica Boulevard • Santa Monica, California 90404
(310) 828-7525 • Fax (310) 453-5333

Since 1965

RECEIVED**MAR 10 2004**CULVER CITY
HOUSING OFFICE**PROPERTY MANAGEMENT SERVICES*****MAXIMIZE VALUE OF YOUR INVESTMENT WITH EXPERT MANAGEMENT***

Roque & Mark Realtors provide complete professional real estate services, ranging from ~~property management to investment acquisitions and sales~~. With decades of experience in housing and real estate law, tenant/landlord relations, and maintenance services, the Property Management Division enables owners to keep costs down, increase property value, and therefore, increase the return on their real estate investments. We are on-call 24 hours a day, giving our clients peace of mind, since 1965.

RENTALS

We provide expertise in:

- preparation of vacated units
- pre-qualifying prospective tenants
- classified and display advertising.

Our leasing agent screens rental applications, conducts credit and reference checks, collects security deposits, and prepares rental agreements.

MAINTENANCE & REPAIRS

We order, supervise, and check all maintenance work. Repairs are contracted to outside companies with competitive rates and proven records. Our vendors are insured, and since we do volume business, they provide us with discounted rates for products and services. Management staff are on-call 24 hours a day to handle emergencies; we do not rely on voicemail.

COLLECTIONS & PAYABLES

The rents are collected through our office and deposited in our Trust Account. All invoices are paid promptly. Legal notices are prepared and served when required. Upon your request, we handle capital improvement, eviction proceedings, and rent increases. We work closely with our attorneys and appear in court when necessary.

ACCOUNTING

Our state of the art computer system provides owners with monthly accounting records, including:

- summary of income and expenses
- detail of monthly collection by unit
- detail of monthly maintenance expenses by unit
- year-to-date figures and annual reports.

All records are absolutely confidential.

HEALTH & SAFETY

LAWS & REGULATIONS

To prevent accidents and follow health and safety codes, we conduct building inspections and maintain records of fire extinguishers, elevators, pools, smoke alarms, ventilation ducts, screens, and security gates. We also comply with lead paint disclosure requirements.

RESIDENT MANAGERS

For buildings of 16 or more units, we supervise qualified resident managers, as required by California state law.

SINGLE FAMILY HOMES

In addition to apartments, we also manage condominiums and single family residences, providing maintenance, leasing, and all other management services.

RENT CONTROL

Managing properties in cities with different rent control laws, including Los Angeles and Santa Monica, we are current with all changes and new regulations. We also prepare properties to generate maximum rent under vacancy decontrol.

INSURANCE

Our Insurance Department provides information regarding adequate coverage, competitive rates, and general liability analysis. An in-house insurance department assures owners the best coverage for the lowest premium.

REAL ESTATE

SALES & EXCHANGE

Our licensed real estate sales staff is qualified to handle any sale or exchange. Sales expertise as well as complete real estate investment and market analyses are available to our clients. We handle residential and commercial properties.

BONDED & INSURED

Roque & Mark Co. carries general liability, errors and omissions, and worker's compensation insurance. We are fully bonded.

REFERENCES

Trust accounts are maintained at US Bank. We are affiliated with the Malibu Board of Realtors, the Santa Monica Action Group, and the Apartment Association of Greater Los Angeles. A list of client references is available upon request.

ATTACHMENT 4 RENTAL AGREEMENT AND/OR LEASE

THIS LEASE, entered into this 8th day of September 2003 by and between
Roque & Mark Co., Inc., hereinafter called "Owner/Agent" and
John Smith, hereinafter called "Resident".

WITNESSED: That for the consideration of rent payments and covenants adherence on the part of the resident, the Owner rents to the resident, and the resident hires from the Owner, for residential use only, the premises known as:

Apt. # 7A 1096 Santa Monica Blvd., Los Angeles, CA 90025

A. Term:	<u>Nine (9) Months</u>	CASH SUMMARY:
B. Beginning Date:	<u>September 15, 2003</u>	Rent from <u>Sept. 15, 2003</u>
C. Rent	\$ <u>850.00</u>	to <u>Sept. 30, 2003</u> \$ <u>425.00</u>
D. Date Rent Due:	<u>1st of the month</u>	Deposits \$ <u>1000.00</u>
E. Security Deposit:	\$ <u>1000.00</u>	Other \$ _____
F. Other Deposits for:		TOTAL
	\$ <u>N/A</u>	RECEIVED ON: \$ <u>1425.00</u>

G. Utilities: Owner pays water & trash
Tenant pays gas & electric

H. Parking Space No.: Not Assigned

I. No. of Children: N/A

1. **SECURITY DEPOSITS:** Security as designated in Section E has been deposited. The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments nor three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible.

2. **USE OF PREMISES:** RESIDENT shall not violate any governmental law in the use of the premises, permit waste or nuisance, annoy, molest or interfere with any other tenant or neighbor.

3. **UTILITIES:** RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except as designated in Section G.

4. **OCCUPANTS:** Without OWNER'S prior consent, the premises shall be occupied by the undersigned adults and children as designated in Section I.

5. **PETS AND FURNISHINGS:** No liquid-filled furniture, receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates, musical instrument, item(s) of unusual weight or dimension, animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement, RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit as designated in Section F, shall be required along with the signing of OWNER'S "PET AGREEMENT".

6. **PARKING:** When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto: RESIDENT is hereby assigned parking space as designated in Section I. Said space shall not be used for the washing, painting, or repair of vehicles. No other parking space shall be used by RESIDENT or his guest(s). RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

7. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be cause for eviction.

8. **LOITERING AND PLAY:** Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

9. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.

10. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good and satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above enumerated items in this provision shall be returned to OWNER in clear and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures and/or any other part of the premises, do not constitute reasonable wear and tear.

11. **MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as are not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks caused by resident.

12. **HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet and laundry rules which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry) which must be kept inside and out of the view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.

ATTACHMENT 4

13. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.
14. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month but may be terminated by either party giving to the other a 30 day written notice of intention to terminate. Regardless of the length of the lease, a 30 day written notice of intention to vacate must be received by Agent. Where laws require "just cause", such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new RENTERS.
15. **POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.
16. **INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT IS HEREBY ADVISED TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law.
17. **RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. Normal business hours shall be 9:00 AM to 6:00 PM, Monday through Saturday except holidays and 10:00 AM to 5:00 PM on Sundays. OWNER or OWNER'S AGENT shall at all times maintain a working set of keys for these purposes.
18. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment of subletting.
19. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
20. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
21. **ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in other damages awarded. Such reimbursement shall not exceed Five Hundred Dollars, (\$500.00).
22. **ABANDONMENT:** Abandonment shall be governed by California Civil Code Section 1951.2. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
23. The undersigned RESIDENTS are jointly and liable for all obligations under this Agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.
24. **ADDITIONS AND/OR EXCEPTIONS:**

Residents to include John Smith, only. No additional residents allowed at any time. A mandatory late fee of \$25.00 will be charged in the event rent is not received in this office by the 5th of each month. A \$15.00 fee will be assessed for each check returned from resident's bank. All returned checks must be replaced with a cashier's check or money order. No pets, (dog, cat, bird, fish, reptile) allowed at any time. Security deposit may not be used as last month's rent. No cash payments accepted for payment of rent. Residents have inspected apartment and agree to rent it in its as-is condition.

25. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S apartment and all notices to OWNER shall be served at:

Rogue and Mark Co., 2802 Santa Monica Blvd., Santa Monica, CA 90404

Tel.: 310-828-7525

26. RESIDENT acknowledges receipt of the following which shall be deemed a part of this Agreement: (Please check)

- | | | | | |
|--|---|---------------------------------------|----------------------------------|---|
| ☐ House Rules | ☐ Apartment Key(s) | ☐ Stove | ☐ Carpet | ☐ Lead Disclosure |
| ☐ Pool Rules | ☐ Mailbox Key | ☐ Dishwasher | ☐ Blinds | ☐ Lead Pamphlet |
| ☐ Laundry Rules | ☐ Gate Opener | ☐ Refrigerator | ☐ Screens | ☐ Cosigner Agreement |

27. **VOLUNTARY VACANCY:** If and when RESIDENT voluntarily vacates the premises, RESIDENT hereby agrees to immediately sign a statement, at no cost to OWNER or RESIDENT, that meets the requirements necessary to substantiate and prove for any governmental purposes, such as rent control laws, that RESIDENT did in fact, voluntarily vacate. If RESIDENT fails to sign the required statement within three days after vacating, RESIDENT shall be liable to OWNER for the amount of all losses reasonably suffered by OWNER as a result of not being able to claim a voluntary vacancy. Said loss may substantially exceed RESIDENT'S Security Deposit.

28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

29. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT has read and understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease".

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

ROQUE & MARK CO., INC.

Owner/Agent _____	Date _____	Resident John Smith _____	Date _____
Resident _____	Date _____	Resident _____	Date _____
Owner/Agent _____	Date _____	Cosigner _____	Date _____

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

49

~~ATTACHMENT 4~~

CA 9

CA 9

[illegible]

Cash Flow (Cash)
1234 6th Street - (6TH1234)
May 00

ATTACHMENT 4

Prepared For:

John & Jane Marcus
 1111 Falbrook Drive
 Los Angeles, CA 90046

Prepared By:

Roque & Mark Company, Inc.
 2802 Santa Monica Blvd.
 Santa Monica, CA 90404
 310-828-7525 Fax, 310-453-5333

	Month to Date	%	Year to Date	%
RECEIPTS				
Rent	7,173.17	99.47	35,913.78	99.46
Laundry	38.00	0.53	196.00	0.54
TOTAL RECEIPTS	7,211.17	100.00	36,109.78	100.00
DISBURSEMENTS				
1st Trust Deed	287.12	3.98	1,435.60	3.98
Electricity	44.26	0.61	275.54	0.76
Gas	54.38	0.75	487.08	1.35
Water/Sewer	580.86	8.06	1,668.40	4.62
Fire Protection Service	0.00	0.00	36.00	0.10
Gardening Service	150.00	2.08	750.00	2.08
Parts/Supplies	0.00	0.00	124.55	0.34
Repairs	118.50	1.64	2,357.01	6.53
Management Fees	391.56	5.43	2,115.99	5.86
TOTAL DISBURSEMENTS	1,626.68	22.56	9,250.17	25.62
NET RECEIPTS	5,584.49	77.44	26,859.61	74.38
ADJUSTMENTS				
Owner Draw	-7,250.00		-29,050.00	
TOTAL ADJUSTMENTS	-7,250.00		-29,050.00	
CASH FLOW	-1,665.51		-2,190.39	
Beginning Cash	308.02			
Ending Balance	342.51			

ATTACHMENT 4

Income Register 6TH1234 - 1234 6th Street

Ctrl# Batch#	Check Nu Chg Num	Date Rc Chg Dat	Post Mnth	A/R Acct	Cash Acc Inc Acct	Payer Ppty	Payer's Name Account Name	Amount	Note
6TH1234	1234 6th Street								
124	6246	05/01/00	05/00		1110	HOW4	Howard	647.26	91-119
	431	05/01/00			3010		Rent	647.26	
125	274954	05/01/00	05/00		1110	MCC3	McCormick	647.13	10-86BOAMO
	438	05/01/00			3010		Rent	647.13	
126	4037	05/01/00	05/00		1110	GRA9	Grant	925.00	16-7000
	436	05/01/00			3010		Rent	925.00	
127	1216	05/02/00	05/00		1110	MIL7	Milano	647.13	16-66
	434	05/01/00			3010		Rent	647.13	
128	614	05/01/00	05/00		1110	LEE8	Lee	625.13	16-67
	435	05/01/00			3010		Rent	625.13	
129	3904564	05/02/00	05/00		1110	SHA6	Sharani	793.13	2-35
	433	05/01/00			3010		Rent	793.13	
130	135746	05/03/00	05/00		1110	PAP10	Papalious	654.13	12-653
	437	05/01/00			3010		Rent	654.13	
131	1231	05/04/00	05/00		1110	NEW1	Newman	899.00	20-9750
	429	05/01/00			3010		Rent	899.00	
132	15661	05/05/00	05/00		1110	KEN2	Kenner	688.13	15-23
	406	04/01/00			3010		Rent	6.09	
	430	05/01/00			3010		Rent	688.13	
	prepay				3010		Rent	6.09	
133	5645	05/05/00	05/00		1110	LAS5	Lassen	647.13	82-50
	432	05/01/00			3010		Rent	647.13	
134	non-tenant	05/21/00	05/00		1110	—	Web Laundry	38.00	Coins
					3222		Laundry	38.00	
								7,211.17	
							TOTAL	7,211.17	

Account Totals

1110	Cash in Trust Account	7,211.17
3010	Rent	7,173.17
3222	Laundry	38.00

ATTACHMENT 4

Expense Register 6TH1234 - 1234 6th Street

Ctrl# Batch#	Inv Num Check Nu	Inv Date Chk Dat	Post Mnth	Due Date A/P Acct	Cash Acct Exp Acct	Payee Ppty	Payee's Name Account Name	Amount	Notes
6TH1234	1234 6th Street								
	790 mtg-01-267	05/03/00	05/00		1110	2WORS	World Savings & Lo	287.12	LOAN #046670530
	62842	05/03/00	05/00		4001		1st Trust Deed	287.12	
	791	05/05/00	05/00		1110	SANW	Santa Monica Water	580.86	02/12/00-04/15/00
	62936	05/06/00	05/00		4404		Water/Sewer	580.86	
	792	05/07/00	05/00		1110	OMARJ	Marcus	4,000.00	OWNER DRAW
	62958	05/07/00	05/00		2625		Owner Draw	4,000.00	
	793	05/12/00	05/00		1110	SOUG	Southern California	54.38	04/07/00-05/06/00
	62985	05/12/00	05/00		4403		Gas	54.38	
	794	05/12/00	05/00		1110	SOUE	Southern California	44.26	04/02/00-05/03/00
	62982	05/12/00	05/00		4402		Electricity	44.26	
	795 DUE-25-27	05/13/00	05/00		1110	DEJE	De Jesus	150.00	MONTHLY GARDENING
	63033	05/14/00	05/00		4510		Gardening Service	150.00	
	797 1626161	05/12/00	05/00		1110	CHIJ	Chilton	45.00	
	62681	05/21/00	05/00		4573		Repairs	45.00	
	798 360739	05/07/00	05/00		1110	NEWB	Newbold	35.00	
	62468	05/07/00	05/00		4573		Repairs	35.00	
	799 182617	05/07/00	05/00		1110	DRAI	Patrick Bird	38.50	
	62476	05/07/00	05/00		4573		Repairs	38.50	
	801	05/25/00	05/00		1110	ROQC	Roque & Mark Com	391.56	MGMT FEES
	63131	05/25/00	05/00		4875		Management Fees	391.56	
	802	05/25/00	05/00		1110	OMARJ	Marcus	950.00	OWNER DRAW
	63150	05/25/00	05/00		2625		Owner Draw	950.00	
	803	05/22/00	05/00		1110	OMARJ	Marcus	2,300.00	OWNER DRAW
	63199	05/22/00	05/00		2625		Owner Draw	2,300.00	
							TOTAL	8,876.68	
							TOTAL UNPAID	0.00	
							TOTAL	8,876.68	
							TOTAL UNPAID	0.00	

Account Totals

1110	Cash in Trust Account	8,876.68
2625	Owner Draw	7,250.00
4001	1st Trust Deed	287.12
4402	Electricity	44.26
4403	Gas	54.38
4404	Water/Sewer	580.86
4510	Gardening Service	150.00
4573	Repairs	118.50
4875	Management Fees	391.56

ATTACHMENT 4

Tenant Summary 6TH1234 - 1234 6th Street

Tenant Code	Tenant Name	Unit Code	Rent	Deposit	Amount Due	Status
NEW1	Newman	01	899.00	900.00	0.00	Current
KEN2	Kenner	02	688.13	1,000.00	-6.09	Current
MCC3	McCormick	03	647.13	500.00	0.00	Notice Given
HOW4	Howard	04	647.26	650.00	0.00	Current
LAS5	Lassen	05	647.13	500.00	0.00	Current
SHA6	Sharani	06	793.13	676.00	0.00	Current
MIL7	Milano	07	647.13	600.00	0.00	Current
LEE8	Lee	08	625.13	900.00	0.00	Current
GRA9	Grant	09	925.00	850.00	0.00	Current
PAP10	Papalous	10	654.13	750.00	15.00	Current
			7,173.17	7,326.00	8.91	

ATTACHMENT 4

Work Order Summary

Number	Ppty	Unit Quantity	Vendor Description	Total Unit Price	Description	Request	Sched
11064	6TH1234	04	CHIJ - Chilton 0 1626161	45.00 0.0	REPAIR CEILING LITE FIXTURE	05/12/00	05/12/00
10824	6TH1234	07	NEWR - Newbold 0 360739	35.00 0.0	REPAIRED BATHROOM SINK FAUCET	04/19/00	04/19/00
10910	6TH1234	09	DRAI - Drainology 0 182617	38.50 0.0	CLEAR KITCHEN SINK CLOG	04/29/00	04/29/00
				118.50			

ATTACHMENT 4
INFORMATION REQUIRED TO ASSUME MANAGEMENT
ROQUE & MARK CO., INC.

Please fill out completely. This is important information that is necessary to efficiently manage your property.

Location of Building: _____

Number of Units: _____

Building is held in the name of (list contact person for partnership or corporation):

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

Resident Manager:

(NAME)

(APT. #)

(PHONE)

Loans: 1st. T.D.

(HOLDER)

(LOAN #)

(ADDRESS)

(PHONE)

2nd. T.D.

(HOLDER)

(LOAN #)

(ADDRESS)

(PHONE)

Insurance Co.:

(NAME)

(POLICY #)

(AGENT)

(PREMIUM DATE)

(ADDRESS)

(PHONE)

Who will pay?

Owner _____

Roque & Mark _____

Monthly Statements and Funds payable to:

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

(SOCIAL SECURITY #)

(DRIVER'S LICENSE #)

(FAX #)

ATTACHMENT 4

Rubbish Service:

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

Pool Service:

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

Fire Extinguishers:

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

(DATE OF LAST SERVICE)

Intercom Service:

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

(SERVICE CONTRACT)

Electronic Gates:

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

Air Conditioning:

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

Pest Control:

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

Gardener:

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

ATTACHMENT 4

(AMOUNT)

(SERVICE DAY)

Laundry Machines:

(NAME)

(ADDRESS)

(CITY)

(STATE)

(PHONE)

(CONTRACT)

Utilities:

Water Dept:

(PAID BY)

(ACCT. #)

Electricity:

(PAID BY)

(ACCT. #)

Gas:

(PAID BY)

(ACCT. #)

Rent Control:

Please enclose a copy of original rent registration forms.

Registration Fees paid by: Owner _____ Roque & Mark _____

Business License:

Please enclose a copy of the current license.

Business License paid by: Owner _____ Roque & Mark _____

Property Taxes:

Please enclose a copy of the most recent tax bill.

Property Taxes paid By: Owner _____ Roque & Mark _____

Building Keys:

Does Roque & Mark Co. have keys to the building? Yes _____ No _____

Smoke Detectors:

Have smoke detectors been installed in the building? Yes _____ No _____

Type: Battery _____ Hardwire _____ Last Inspection Date _____

Lead Disclosure:

Have tenants been served lead disclosure information? Yes _____ No _____

Lead Pamphlet:

Have tenants received pamphlet on lead poisoning prevention? Yes _____ No _____

Proposition 65:

Prop-65, chemical disclosure warning posted on building? Yes _____ No _____

Parking Map:

Does Roque & Mark Co. have a tenant parking map? Yes _____ No _____

NOTES:

APPLICATION TO ATTACHMENT 4

(Individual application required from each adult occupant. Incomplete applications will delay processing.)

Name: _____ Home Phone: _____
 Birth Date (M/D/Y): _____ Soc. Sec. No.: _____ Driv. Lic. No.: _____

ADDRESS		CITY	ZIP	OWNER-MGR	PHONE	FROM	TO
Present							
Reason for Moving:							
Previous							
Reason for Moving:							
Next Prev							
Reason for Moving:							
PRESENT OCCUPATION				PRIOR OCCUPATION			
Occupation							
Employer							
Business Address							
Business Phone							
Name of Superior							
How Long				Current Monthly Salary			
NAME OF BANK		BRANCH ADDRESS			ACCOUNT NO.		
1.					CKNG		
2.					SVNG		
					CKNG		
					SVNG		
NAME OF CREDITOR		ADDRESS			PHONE NO.	PMNTS/MO	
In case of emergency, notify		Address		Phone	City	Relationship	
1.							
2.							
Personal Reference		Address		Phone	Years Known	Occupation	
1.							
2.							
Proposed Occupants		Relationship		Age	Occupation		
Automobile - Make _____ Model _____ Year _____ License No. _____							
Motorcycle or other vehicles _____ Do you smoke? _____							
Will you have any pets or musical instruments? _____ If so, describe: _____							
Applicant represents that statements made above are true and correct and hereby authorizes verification of references and agrees to furnish additional credit references upon request. Applicant authorizes Roque & Mark Co. to obtain credit report and/or other tenant screening reports including but not limited to unlawful detainer checks.							
The undersigned makes application to rent housing accommodations designated as:							
Apt.# _____		Located at _____		the rental for which is \$ _____			
per month and upon approval of this application agrees to sign rent or lease agreement and to make all payments due before occupancy.							
Dated: _____							
Time: _____		Signature of Applicant					

59

RENTAL QUALIFICATIONS ATTACHMENT 4

No dog, cat, bird, other domestic pet or animal of any kind may be kept on or about the rental premises.

RENTAL HISTORY:

Applicant shall have a minimum of one (1) year's accumulated rental history or ownership of primary residence, in their own name. Evictions or judgments will not be acceptable.

INCOME REQUIREMENTS:

Applicant shall be at the same job or within the same industry for one (1) year or more and gross three (3) times the rent. The job and income must be verifiable. Applicant's other monthly obligations will be taken into consideration when determining applicant's ability to pay the rent.

CREDIT HISTORY:

Applicant shall have good credit. Credit reports with collection account, liens, evictions, judgments, bankruptcies or repossessions will not be accepted. Applicants with no credit history may be required to have a co-signer.

All apartments shall be considered available until this office has received a money order or cashier's check for all move in costs and a signed lease. All applications will be processed on a first come first served basis. Once a COMPLETED application is submitted; processing will take approximately 2 - 3 business days. To ensure swift and processing of your application, the following documentation must be provided:

1. Completely filled out and signed application for each adult occupant.
2. \$20.00 credit check fee (non-refundable) in the form of a cashier's check, money order, or cash.
3. Copy of driver's license/I.D. for each adult occupant.
4. Copy of a social security card for each adult occupant.
5. Copy of 1 month's pay check stubs (preferably last month's) and/or some type of documentation for all income represented on the application.

Co-signer may be considered in the following cases:

- * First-time renter meets the above credit and income requirements.
- * Renter who has not been on the job for 1 year but meets the rental history and credit requirements.
- * Renter who has no credit history but meets the rental history and income requirements.

A co-signer is one who is going to guarantee the rent for another person, but not going to live in the unit.

The co-signer will be on the rental/lease agreement with the applicant and must also sign an indemnification agreement.

In order to qualify, a co-signer must be able to cover his/her own bills plus the rent of the applicant's unit.

The co-signer will be subject to the qualifications above.

Applicant has read and received a copy of rental qualifications.

60

Applicant (Signature)

Date

ROQUE & MARK Co.

R E A L T O R S
Since 1965

I acknowledge receipt of the Apartment House Rules & Regulations.

Signature

Date

Name

Address and Unit Number

() _____

() _____

Home Phone

Work Phone

How did you hear about Roque & Mark Co.?

"For Rent" sign _____

Newspaper ad _____

Internet _____

Friend _____

Other _____

(please describe)

ROQUE & MARK Co.

REALTORS

Since 1965

APARTMENT HOUSE RULES & REGULATIONS

All Terms and Conditions of your current lease or rental agreement remain in full force in addition to these rules.

Welcome to your new home managed by Roque & Mark Company Realtors. The following rules and information are designed to allow you and your neighbors a pleasant and enjoyable stay.

1. RENT

Rent is due and payable on the first (1st) day of each month. A late fee of \$25.00 (or as otherwise stated in your Rental Agreement or Lease) will be charged if the entire rent is not received by our office by 5:00 p.m. on the 5th calendar day of the month.

All rent payments must be made by check, cashier's check or money order. NO CASH or two party checks will be accepted. Rent payments will only be accepted from the tenants listed on the rental agreement.

When paying by personal check, cashier's check or money order, please make sure the following is on the face of the document:

1. Your apartment address and unit number
2. Your current day and evening phone number
3. Your personalized Roque & Mark account code _____

A mandatory service fee of \$15.00 will be charged for all checks returned by the bank.

Once three (3) checks have been returned by the bank, you will be required to make all future payments by cashier's check or money order.

2. PETS & LIQUID FURNITURE

No pets (dog, cat, bird, or reptile) allowed any time. In addition, no liquid-filled furniture or tanks containing more than 10 gallons of liquid are allowed.

3. NOISE

Residents, family, and guests shall all have due respect for the peace, comfort and enjoyment of the other residents in the building. Disorderly conduct or disturbances will be cause for immediate eviction. No excessive noise, including but not limited to loud televisions and stereos, shall be permitted between 10:00 p.m. and 9:00 a.m.

4. MAINTENANCE

Please make requests for repairs in writing or by contacting our maintenance department at (310) 821-7525. To speak with the Maintenance Supervisor, it is best to call the office before noon, Monday through Friday.

24-hour service is available for **EMERGENCY SITUATIONS ONLY**.

After business hours, we do not offer any service for residents locked out of their units. If you contact Roque & Mark and are locked out after hours, you will be instructed to hire a locksmith at your expense. If you are locked out during business hours, you may come to our office with a \$20 deposit to borrow the office set of keys for a 24-hour period. Keys will only be issued to person(s) listed on the Rental Agreement or Lease. We may also arrange for a locksmith to assist you at your expense.

Due to continuous water problems in Southern California, please do your part to conserve water. Also please report any water leaks immediately, including dripping faucets and pipes, running toilets, and water heater and sprinkler leaks.

5. ENTRY

In the event that an emergency may exist, Roque & Mark Company reserves the right to enter the premises during resident's absence without prior notification. For this purpose, Roque & Mark shall maintain a full set of keys to the unit and in the event the unit is re-keyed, shall be supplied with a new set of keys. Keys lost or not returned by the resident will be replaced at the resident's expense.

With each maintenance or repair request, please indicate that Roque & Mark Company has permission to use the keys for access to the unit. This will ensure prompt and efficient service.

Roque & Mark Company must occasionally enter the units for routine inspections. When this occurs, you will receive notice at least 24 hours prior to entry.

6. COMMON AREAS

Parking on the premises is provided for residents only. Please park **only** in the space assigned to you. All vehicles parked on the premises must be documented with our office, legally registered and in operating condition at all times. Unauthorized vehicles or vehicles parked in the wrong spaces will be subject to immediate tow without further notice. It is the resident's responsibility to keep his/her parking area free of oil, grease, tires, trash, toxic materials, and personal belongings.

The laundry room must be used only between the hours of 9:00 a.m. to 9:00 p.m. Please keep the laundry room clean and free of debris. Clean the dryer lint filters after each use, and for your safety, keep the door locked at all times.

To prevent damage to property or injury to person(s) from falling objects, no pots, plants, bicycles, toys, or any other personal items are allowed on balconies, patios, walkways, hallways or in the laundry room. Barbecues are not permitted for fire safety reasons.

Roofs are off limits at all times. Yard or garage sales may not be conducted on the property. The feeding of birds, squirrels, other wild animals, and neighborhood pets is also not permitted on the property.

7. ALTERATIONS

Please use proper hanging methods for all pictures and paintings (i.e. small nails or screws). Please do not glue or tape anything to the walls. No hooks, nails or screws are to be put into the ceiling as they may cause damage to electrical heating elements.

Absolutely no physical change to the apartment, including but not limited to painting, staining, wallpapering, carpet removal or fixture replacement, shall be done without the prior express written consent of Roque & Mark Company.

8. SAFETY

All fire and safety regulations must be adhered to by the resident. In the event of a fire or emergency, please call your local fire department or (911) immediately.

DO NOT tamper with or alter the smoke detectors. They are provided for your safety. Residents will be charged for any replacement costs if the detectors are disconnected, damaged or removed by the resident.

Apartments must be kept clean and free of all debris, objectionable odors, combustibles and other hazardous materials or equipment.

Roque & Mark Company/Owner is not responsible for damage or loss of any personal property belonging to the resident caused by but not limited to fire, theft, flood, earthquake, pests, etc.

Resident is advised to obtain renter's insurance and is solely responsible for obtaining such, if desired.

9. SECURITY DEPOSIT

The security deposit will be deposited and held until move-out. At no time may the security deposit be used as the last month's rent. **It is required that you give Roque & Mark Company 30 days written notice before move-out. This is required whether you sign a month-to-month agreement or a lease.**

The resident will be charged for rent 30 days from the day the notice is received. No rent will be refunded if the resident moves out prior to the expiration of the 30-Day Notice unless the apartment is re-rented to another qualified resident.

Upon move-out, resident will be liable for:

- any rent still owed through the expiration of the 30-Day Notice or lease term
- cleaning of the apartment
- cleaning of the carpets (beyond normal wear & tear)
- any and all damages
- keys for unit, garage, laundry & mailbox, if not returned to us
- garage door openers (if applicable)
- all remedies of alterations, if made without written permission from Roque & Mark Company
- any applicable attorney/court/late/NSF fees

Vacancy date is determined by the date that the keys are received at Roque & Mark Company. Rent will be charged through that date.

ATTACHMENT 4

A security deposit will be refunded within twenty-one (21) days from the time that the keys are received or from the expiration of the 30-Day Notice, whichever is last. One refund check will be issued and made payable to all parties named on the Rental Agreement or Lease.

Any resident who vacates a unit prior to the expiration of a Lease will be held liable for:

- all advertising expenses required to market the unit
- painting of the apartment
- apartment and carpet cleaning
- rental commission
- lock change
- all rent payments until the lease expires or the apartment is re-rented to a qualified applicant.

Should the apartment be rented for less than your current rest you will be charged the difference for the remainder of the lease. You will be charged rent until the new tenant begins paying rent. This is the case even if you have vacated the premises.

If no written notice is received, the 30-Day Notice of vacancy begins the date the apartment is first discovered vacant. The resident will be charged for rent until the expiration of that period or until the apartment is re-rented.

~~Please be aware that Roque & Mark Company will report unpaid balances upon move-out to credit reporting agencies.~~

*Thank you very much for your anticipated cooperation with
the Apartment House Rules and Regulations.
Should you have any questions about this material,
please do not hesitate to contact our office.*

*All of us at Roque & Mark Company look forward to
maintaining your enjoyment of your new home.*

WOULD YOU LIKE TO OWN YOUR OWN HOME OR CONDO?

***Contact us for a consultation on how you can enjoy the benefits of
homeownership. Please call B.J. or Marius at (310) 829-4757.***

***You may be surprised at how much money you can save on income tax
as a condominium or home owner!***