

CREEKVIEW CONDOMINIUMS

3535 El Portal Drive  
El Sobrante, CA 94803  
Tel (510) 222-8623

July 29, 2016

Residents of Buildings "A", "B" and "E"  
Creekview Condominiums  
3535 El Portal Drive  
El Sobrante, CA 94803

Dear Residents:

Your tenancies at Creekview Condominiums are on a month-to-month basis. This letter is being delivered to you with a NOTICE OF ELECTION NOT TO RENEW RESIDENTIAL RENTAL AGREEMENT and sets forth the circumstances surrounding the need for the non-renewal notice to residents of Buildings "A", "B" and "E" at Creekview Condominiums.

As most of you are aware, in December 2014, we discovered a significant water intrusion issue at Building "H", the result of siding failure and related conditions attributable to the original construction of the Building in the 1990's. Substantial "destructive testing" and inspections were conducted by a number of construction professionals brought in to deal with the issue. The consensus of these professionals was that a quick "surface repair" was not practical nor at some locations, even possible. The consensus of these professionals (which management subsequently concurred with) was to strip the structure of Building "H" to its studs (the wood skeleton of the building) and entirely rebuild the structure. So, in the case of Building "H", we were required to non-renew and, otherwise, end the tenancies of the occupants at that building thus rendering the structure un-rentable and certainly not fit for occupancy. Initially, we were advised that the rebuilding process would take approximately six months but soon found that that was an unrealistic timeframe which, in fact, stretched to twelve months and, ultimately, to some eighteen months. The "H" Building is, unfortunately, still not ready for re-occupancy.

*Bill  
to new part*

We commenced the same process at Buildings "C" and "D" which remediation efforts are presently in progress. As set forth below, we are now in phase 3 of our remediation efforts at Creekview Condominiums, which efforts will involve, now, Buildings "A", "B" and "E", thus affecting your tenancy.

We have worked very closely with the City of Richmond Building Staff who helped us deal with a very stressful situation. We did the best we could in balancing the needs of the residents and our obligations as the property owner as communicated to us by the City of Richmond and legal and construction professionals. Many of you are aware of the political positions related to the "fix" required, as set out in some dramatic statements by a politician at the City suggesting that

Creekview Condominiums was virtually throwing people out on the streets during the holiday season in order to vacate units and then release them at higher rents and thus, a large profit for the ownership. Based upon the 18 months of vacancy at Building "H" and Buildings "C" and "D" (not to mention the cost of the reconstruction), it is clear that those public remarks were both fallacious and border on defamation.

Creekview Condominiums has and is motivated to provide high quality housing at a fair rent for its residents, no matter what the expense associated with the "fix". Between lost rent and construction costs, Creekview Condominiums has incurred virtually un-recoupable losses associated with the repairs and renovations of Buildings "H", "C" and "D". We are prepared to incur even more expenses, and thus losses, at Buildings "A", "B" and "E" in order to avoid exposing our residents to the adverse moisture conditions this winter's rains will no doubt create.

Our experts have determined during the work at Building "H" and Buildings "C" and "D" that the same type of conditions will arise in other buildings at Creekview Condominiums unless the same fix is put into effect in the other structures. More specifically, it has been determined that Buildings "A", "B" and "E" have priority in the need for a fix since water intrusion issues similar to what were found in Building "H" and Buildings "C" and "D" have surfaced. We have been working diligently again with City of Richmond officials to get us through a very difficult time in what amounts to an entire rebuild at Creekview Condominiums. Given the issues presented at Buildings "A", "B" and "E", we had no choice but to commence the fix as soon as possible so as to preclude issues arising during the winter. Accordingly, all units in Buildings "A", "B" and "E" have been kept on a month-to-month, as opposed to a lease term, basis.

Our construction professionals will be starting reconstruction at Buildings "A", "B" and "E" soon after September 30, 2016. We will be working on the most significantly impacted units first, but because of the nature of construction and the need to redo the roofs, we must clear each of the units of Buildings "A", "B" and "E".

Unfortunately, we have no other buildings available at Creekview Condominiums not impacted by water intrusion issues and the need for rebuilding; accordingly, we have no other building to which we can relocate our existing residents.

Again, as we go forward, other buildings at Creekview will be in need of repairs. This is a property-wide condition.

Every resident at Buildings "A", "B" and "E" (as with the other buildings which have or are undergoing reconstruction) will receive back all of their security deposit (absent some extraordinary circumstances, such as willful damage). We will work with our residents at Buildings "A", "B" and "E", as we have with other residents in Buildings "C", "D" and "H" (and as we will work with other building residents in the future), but the exigencies of the situation limit our ability to provide what some residents feel are "inconvenience benefits". Again, each of your tenancies is on a month-to-month basis.

Rest assured our intentions are sincere notwithstanding the political discourse that one may hear emanating from some politicians at the City of Richmond.

Very truly yours,



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Dennis Genova  
CREEKVIEW CONDOMINIUMS  
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El Sobrante, CA 94803  
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**NOTICE OF ELECTION NOT TO RENEW RESIDENTIAL RENTAL AGREEMENT**

TO: \_\_\_\_\_  
\_\_\_\_\_

AND DOES 1 through 5 (Occupants, including tenants,  
subtenants and all others claiming a right to possession  
or interest in the premises described below)

UNIT NO. \_\_\_\_\_

CREEKVIEW CONDOMINIUMS  
3535 EL PORTAL DRIVE  
EL SOBRANTE, CA 94803

**NOTICE IS HEREBY GIVEN** that the rental agreement by which you hold possession of the above-described premises ("Premises") is a month-to-month agreement which may be terminated as such if non-renewed by either party or by mutual consent. The undersigned owner, for the reasons stated below and in accordance with an accompanying letter herewith, has elected to non-renew your month-to-month tenancy, thus ending your tenancy effective September 30, 2016 (hereinafter "TERMINATION DATE").

This non-renewal and establishment of the TERMINATION DATE is **not** the result of any misconduct or breach of the rental agreement by you but is due to the need of owner to reconstruct entire buildings at Creekview Condominiums due to some units experiencing water intrusion issues and pursuant to the provisions of paragraph 18 of the rental agreement. There are no other available buildings at Creekview to which affected tenants may be relocated.

Accordingly, your tenancy is terminated effective September 30, 2016 such that by 12:01 a.m. of the day following the TERMINATION DATE, you are required to deliver up possession of the Premises to the owner or the owner's authorized agent or legal proceedings will be commenced against you to recover possession of the Premises and to recover DAMAGES for the unlawful detention of the Premises. This Notice assumes your compliance with your rent and other obligations accruing during the interim period. Accordingly, your failure to comply with your obligations to pay rent or otherwise comply with the terms of your rental agreement and any notices to pay rent or comply with the terms of your rental agreement in the interim may result in the termination of your tenancy prior to the TERMINATION DATE.

Effective 12:01 a.m. of the day following the TERMINATION DATE, the owner hereby elects to declare the termination and forfeiture of the rental agreement by which you hold possession of the Premises unless earlier terminated by breach of any of the terms or provisions of the rental agreement.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may, or may not, be able to reclaim property without incurring additional costs depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

NOTICE IS HEREBY FURTHER GIVEN, pursuant to Civil Code Section 1950.5(f), that a tenant having a security deposit placed with a landlord has an option to request an initial inspection of the rental dwelling and to be present at the time of that inspection in order to allow the tenant an opportunity to remedy identified deficiencies for the purpose of avoiding deductions from the security deposit. Accordingly,

- 1) if you have on deposit with the landlord a security deposit; and
- 2) if this Notice will have the effect of terminating your tenancy; and
- 3) if you request an initial inspection of the Premises and desire to be present; and
- 4) if you have not made mutually acceptable arrangements with the landlord for a date and time for the inspection,

then this Notice shall serve as at least 48 hours prior written notice of entry by the landlord into the Premises for inspection of the dwelling unit which inspection will take place between 9:00 a.m., and 4:00 p.m., on September \_\_\_\_\_, 2016, which is at least 48 hours after service of this Notice.

Dated: July 29, 2016

CREEKVIEW CONDOMINIUMS

(Owner)

By [Signature]

C.O.O.

(Title)