

Superior Court New Britain
Housing Session

Docket #: NBH-CV-23-5004362-S

Case Caption: Alicca, Mercedes vs Doe, Melissa et al

Answer to Courts Misjoinder
Request with Evidence

Burden of Proof by Plaintiff as
required by Law & CGS


Please view pages 1-12 Concierge, TRK,
Two Coast, Blue Moor, AKA Century Hills
& Melissa Davis- Ms Doe Evidences.

I certify copy will be electronically filed ~~with~~
attorney ~~Attorney~~ Peter Zagorsky.
defendants by 4-1-2024.

Judicial District of New Britain
SUPERIOR COURT
FILED

MAR 27 2024

ASSISTANT CLERK


Pro Se Litigator
ABA CT Sector 05887413

LOCK ADDENDUM

Property: Concierge Rocky Hill CT
Apartment#: D203
Lease Agreement Date: 02/15/2023

Management acknowledges and certifies that prior to commencement of the lease term and prior to occupancy:

1. Locks are changed after every move-out prior to move-in of new resident;
2. All window locks are in working order;
3. Resident may request or install additional window locks;
4. Sliding door is equipped with a pin lock or "Charlie Bar";
5. The key release policy has been explained clearly.

Resident acknowledges:

1. They have inspected all door and window locks and that they work properly;
2. Agrees to fill out a key release for each vendor or personal guest (anyone who is not on your lease) and must be responsible for the return of the key.

Resident

Date

Resident

Date

Agent for Owner

Date



RESIDENTIAL GROUP

INTRUSION-ALARM / ACCESS-GATE ADDENDUM

This addendum shall become a part of the Apartment Lease Contract ("Lease") for Apartment No. D203 ("Unit") at Concierge Rocky Hill CT Apartments Community which Lease is dated the 02/15/2023 between JRK Residential Group as Owner and M. Mercedes M Alicea and Ramon N Rios as Resident(s) herein referred to as "You" or "You" whether one or more. For and in consideration of the mutual promises contained herein and in the Lease and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. APPLICABILITY. This Addendum shall apply to one or more of the following (check if applicable):
 - Burglar Alarm and/or Intrusion Alarm ("Alarm")
 - Access Gate ("Gate")
 - Walking or Driving ("Patrol")

2. If this Addendum applies to an Alarm, you agree that your monthly rent will be the base rent plus \$1,419.00 for a total of \$1,581.00 per month. This sum shall be payable pursuant to the terms of Your Lease and failure to pay it shall permit Owner to exercise any remedies it has in the event of Your default including, but not limited to, the discontinuance of the Alarm. By indicating below, you may choose to decline to pay the additional fee which will be added to Your monthly rent for the use of the Alarm in Your unit.

3. ALARM. In order to secure the use of the Alarm, the municipality in which the Community is located or other governmental agency having over the Community may require You to apply for and obtain a burglar alarm or other similar permit. You agree that any required permit will be obtained and maintained in Your name and throughout the lease term or any renewal term. In the event that You have chosen to have the Alarm operable in Your Unit, You agree to the following:
 - a. that the Unit is equipped with an Alarm, that You have been instructed on how to operate the Alarm, that You have inspected the Alarm, and that You find it be in good and proper working order;
 - b. that you shall use reasonable care in the operation of the Alarm, follow manufacturer's recommended operating procedures, and comply with any and all instruction, rules of procedures instituted by Owner regarding the operation of the Alarm;
 - c. that it is Your duty to regularly test and monitor the Alarm and to promptly notify (check one) Owner or notify alarm service if alarm malfunc an alarm service provider with which either You or the Owner have contracted in writing of any problem, defect, malfunction or failure of the Alarm. Either the Owner or the alarm service provider (as checked above) shall take reasonable steps to repair or replace the Alarm assuming the availability of labor and materials; and
 - d. that You shall be responsible for all fines, penalties, and charges imposed by any governmental entity or agency relating to or as a result of Your use of the Alarm including, but not limited to, all false alarm charges imposed.

4. GATE. If the Community is furnished with a Gate, You agree to the following:
 - a. That each person who is 18 years of age or older and listed as a resident on the lease will be given a remote once the \$1,581.00 refundable deposit is paid in full. The deposit will be held until the time of move-out;
 - b. That if a remote is lost, stolen or damage, a \$ fee will be charged for a replacement remote. If a remote is not returned or is returned damaged when You move out, there will be a \$ deduction from the remote deposit;
 - c. that Owner has furnished a Gate on the Property for the sole purpose of controlling access in and out of the Community, that the Gate will not eliminate unwanted intruders, that You will not rely on the Gate for Your security and that any benefit You may receive from the Gate is only incidental to the existence of the Gate;
 - d. that the installation or use of the Gate shall not in any way prevent Owner, at any time, from permanently removing the Gate, and that there is absolutely no obligation upon Owner to continue to maintain the Gate; the removal shall not be a breach of any expressed or implied warranty, covenant or obligation; and
 - e. that You understand how to use the Gate and how the Gate functions and that You shall not act in any way to impair the use or function of the Gate.

5. PATROL. If Owner uses a Patrol to secure the Community, You agree to the following
 - a. that the use of a Patrol by Owner shall not in any way prevent owner, at any time, from permanently or temporarily discontinuing the use of the Patrol. Owner has absolutely no obligation to continue to se the Patrol and should Owner



ELECTRIC UTILITY CONFIRMATION

Property: Concierge Rocky Hill CT

Apartment #: D203

Service Address: 400 Cold Springs Road #203, D203, Rocky Hill, CT 06067

Move-in Date: 02/15/2023

I, _____, will assume all electric service incurred from the move-in date list above throughout my occupancy at the service address listed above with _____ Electric. I also realize that should I fail to contact _____ Electric as of my move-in date, I will assume all costs incurred between the date of my move-in and the date service is finally turned on in my name.

Resident _____

Date _____

Resident _____

Date _____



LEASE ADDENDUM FOR ACCESS CONTROL FOB OR CARD

1. Address of Dwelling Unit: 98 Cold Spring Road, D203, Rocky Hill, CT 06067

2. Lease Contract Start Date: 02/15/2023

3. Fob or Card Identification Number:

4. List all residents: M. Mercedes M. Alcea and Ramon N. Rios

5. FOB OR CARD FOR FITNESS CENTER ACCESS

One (1) fob, card, or code will be issued to each apartment dwelling at the cost determined in lease contract. This fee is non-refundable. Each additional fob, card, or code will require a non-refundable fee at the cost determined in lease contract.

6. DAMAGED, LOST, OR UNRETURNED FOB OR CARD

If a fob or card is lost, stolen, or damaged, a fee at the cost determined in lease contract will be charged for a replacement fob or card. If a fob or card is not returned when you move out, there will be a deduction from the security deposit at the cost determined in lease contract.

7. **REPORT DAMAGE OR MALFUNCTION.** Please immediately report to the office any malfunction or damage to locks, fobs, cards, or related equipment.

8. **FOLLOW RULES IN USING FOB, CODE, OR CARD.** We ask that you and your guests follow instructions for the fob or card. This is important because if the lock is damaged by you or your guests through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

9. **PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE.** Except as specifically required by law, we have no duty to maintain the locks and cannot guaranty against malfunctions. We make no representations or guarantees to you concerning security of the community or amenities. Any measures or devices taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you or the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Locks, gates, fencing, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to pay any resident, family member, guest, occupant, or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing and/or access gates or locks. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community and amenities.

10. RULES IN USING FOB, CODE, OR CARD

- Do not open the door for anyone else.
- Do not let children enter the fitness center or pool area without supervision at all times.
- If you lose your card or fob, notify the leasing office immediately.
- Do not tamper with any doors, locks or gates.
- Notify the leasing office immediately if the lock system is showing any sign of error.
- Do not give your card or fob to anyone else.
- Do not let children under the age of fourteen (14) enter the fitness center or pool area without supervision at all times.

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