

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. **ADDENDUM.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is: Apt. # 1124 at Crestview Station Phase I, LLC, a Delaware limited liability company

_____,
(name of apartments)
or other dwelling located at _____

(street address of house, duplex, etc.)
City/State where dwelling is located _____

2. **PURPOSE.** This Addendum modifies the Lease Contract and address situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

3. **INSPECTION.** You agree that you: (Check one)
☐ have inspected the dwelling prior to move-in or signing this Addendum and that you did not observe any evidence of bed bugs or bed bug infestation; OR
☒ will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation.

4. **INFESTATIONS.** We are not aware of any current evidence of bed bugs or bed bug infestation in the dwelling.

You agree that you have read the information on the back side of this addendum about bed bugs and: (Check one)

- ☒ you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence.
OR

- ☐ you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

5. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are

not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. **NOTIFICATION.** You must promptly notify us:
• of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
• of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
• if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. **RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

Josh Madewell

Copyright 2010, Texas Apartment Association, Inc.

Page 1 of 2

BED BUGS - A Guide for Rental Housing Residents
(Adapted with permission from the National Apartment Association)

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs

often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do inspect rental furniture for bed bugs before bringing it into your dwelling.** Be sure to check any rented furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Josh Madewell

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

Josh Madewell

TAA Official Statewide Form 10-JJ, December, 2010
Copyright 2010, Texas Apartment Association, Inc.





TEXAS APARTMENT ASSOCIATION
M E M B E R

This Lease Contract is only valid if filled out before January 1, 2016.

Apartment Lease Contract



Date of Lease Contract: June 27, 2014
(when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In -- General Information

1. **PARTIES.** This Lease Contract is between *you*, the resident(s) (list all people signing the Lease Contract): Josh Madewell

and *us*, the owner:
Crestview Station Phase I, LLC, a Delaware limited liability company

(name of apartment community or title holder). You've agreed to rent Apartment No. 1124, at 7211 Easy Wind Drive (street address) in Austin (city), Texas, 78752 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above, and a person authorized to act in the event of a sole resident's death. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor must be executed.

2. **OCCUPANTS.** The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):
above only

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE CONTRACT TERM.** The initial term of the Lease Contract begins on the 27th day of June, 2014 (year), and ends at midnight the 26th day of June, 2015 (year). This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by paragraph 37. If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** The total security deposit for all residents is \$ 0.00, due on or before the date this Lease Contract is signed. This amount [check one]: ☐ does or ☒ does not include an animal deposit. Any animal deposit will be stated in an animal addendum. See paragraphs 41 and 42 for security deposit return information.

5. **KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT.** You will be provided 1 apartment key(s), 1 mailbox key(s), and 1 other access devices for gate opener. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to not enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your apartment will be [check one]: ☐ furnished or ☒ unfurnished.

6. **RENT AND CHARGES.** You will pay \$ 1241.00 per month for rent, in advance and without demand:
☒ at the on-site manager's office
☒ through our online payment site
☒ at night drop slot

Prorated rent of \$ 165.47 is due for the remainder of [check one]:
☒ 1st month or ☐ 2nd month, on June 27, 2014 (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 50.00 plus a daily late charge of \$ 10.00 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. We will not impose late charges until at least the third day of the month. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late charges until we receive acceptable payment. If you don't pay rent on time, you'll be in default

and all remedies under state law and this Lease Contract will be authorized. If you violate the animal restrictions of paragraph 27 or other animal rules, you'll pay an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is finally removed. We'll also have all other remedies for such violation.

7. **UTILITIES/SERVICES.** We'll pay for the following items, if checked:
☐ gas ☐ water ☐ wastewater ☐ electricity ☐ trash/recycling
☐ cable/satellite ☐ master antenna ☐ Internet ☐ stormwater/drainage
☐ other

You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease Contract term. You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease Contract term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules. If a utility is individually metered, it must be connected in your name and you must notify the utility provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by lease commencement or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$ 50.00 charge (not to exceed \$50 per violation), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you are in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

8. **INSURANCE.** Our insurance does not cover the loss of or damage to your personal property. You are [check one]:

- ☐ required to buy and maintain renter's or liability insurance (see attached addendum), or
☒ not required to buy renter's or liability insurance.

If neither is checked, insurance is not required but is still strongly recommended. If not required, we urge you to get your own insurance for losses due to theft, fire, water damage, pipe leaks and other similar occurrences. Renter's insurance does not cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **SECURITY DEVICES. What We Must Provide.** Texas law requires, with some exceptions, that we must provide at no cost to you when occupancy begins: (1) a window latch on each window; (2) a doorviewer (peephole) on each exterior door; (3) a pin lock on each sliding door; (4) either a door handle latch or a security bar on each sliding door; (5) a keyless bolting device (deadbolt) on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by statute. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1), Texas Property Code.

What You Are Now Requesting. Subject to some limitations, under Texas law you may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not have one; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense:

If no item is filled in, then you are requesting none at this time.

Payment. We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment. You also must pay for additional or changed security devices you request, in advance or afterward, at our option.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

LRO Dated: 06/14/14. A \$49 non-refundable fee is due at move in. Rent paid after the 3rd must be paid by certified funds only. A \$10 one-time setup fee for water will be charged on the first bill. Includes washer/dryer.

11. **UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable for a reletting charge of \$ 1054.85 (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to move in, or fail to give written move-out notice as required in paragraphs 23 or 37; or
(2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
(3) move out at our demand because of your default; or
(4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

Josh Madewell

Your Initials: _____, Initials of Our Representative: _____

Apartment Lease Contract

© 2013, Texas Apartment Association, Inc.

Page 1 of 6

06/28/14 05:48 PM

Josh Madewell
Primary-ID:1911612

IP 23.25.180.231 | 00 m 29 s on page

ESIGN

06/28/14 05:56 PM

Rob Hicks
Owner/Manager

IP 70.114.221.140

ESIGN

Not a Release. The reletting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to make ready, inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. DAMAGES AND REIMBURSEMENT. You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community due to: a violation of the Lease Contract or rules; improper use; negligence; other conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacements and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment is (unless exempt under Section 54.042, Texas Property Code) subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Section 2306.6738, Texas Government Code, for owners supported by housing tax credit allocations). For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the apartment and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the apartment in a conspicuous place—plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the apartment is presumed to be yours unless proven otherwise.

Removal After Surrender, Abandonment, or Eviction. We or law officers may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (*see definitions in paragraph 42*).

Storage. We will store property removed under a contractual lien. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on *all* property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: Our lien on property listed under Texas Property Code Section 54.042 is limited to charges for packing, removing, and storing.

Redemption. If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed

property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Disposition or Sale. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies, and duties under paragraphs 11 and 32 apply to acceleration under this paragraph.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37. The written move-out notice under paragraph 37 applies only to the end of the current Lease Contract or renewal period.

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the Lease Contract begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your apartment.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is

permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You will notify us within 15 days if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us within 15 days if you or any occupants register as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive any rights we have against you.

20. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: criminal conduct; behaving in

Josh Madewell

Your Initials: _____, Initials of Our Representative: _____

Apartment Lease Contract

© 2013, Texas Apartment Association, Inc.

Page 2 of 6

06/28/14 05:49 PM

Josh Madewell

Primary-ID:1911612

IP 23.25.180.231 | 00 m 48 s on page

ESIGN

06/28/14 05:56 PM

Rob Hicks

Owner/Manager

IP 70.114.221.140

ESIGN

a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; using windows for entry or exit; heating the apartment with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if it:
- (1) has a flat tire or is otherwise inoperable
 - (2) is on jacks, blocks or has wheel(s) missing
 - (3) takes up more than one parking space
 - (4) belongs to a resident or occupant who has surrendered or abandoned the apartment
 - (5) is in a handicap space without the legally required handicap insignia
 - (6) is in a space marked for office visitors, managers, or staff
 - (7) blocks another vehicle from exiting
 - (8) is in a fire lane or designated "no parking" area
 - (9) is in a space marked for other resident(s) or apartment(s)
 - (10) is on the grass, sidewalk, or patio
 - (11) blocks garbage trucks from access to a dumpster, or
 - (12) has no current license, registration or inspection sticker, and we give you at least 10 days notice that the vehicle will be towed if not removed.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31 or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase. You may also have the right under Texas law to terminate the Lease Contract in certain situations involving family violence, certain sexual offenses or stalking.

Death of Sole Resident. If you are the sole resident and die during the Lease Contract term, the Lease Contract may be terminated without penalty by an authorized representative of your estate with at least 30 days written notice. Your estate will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the apartment are removed. Your estate will also be liable for all charges and damages to the apartment until it is vacated, and any removal and storage costs.

23. **MILITARY PERSONNEL CLAUSE.** You may have the right under Texas law to terminate the Lease Contract in certain situations involving military deployment or transfer. You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke alarms and other detection devices, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5. Window screens are not for security or keeping people from falling out.

Alarms and Detection Devices. We'll furnish smoke alarms or other detection devices required by statute or city ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. *If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Section 92.2611, Texas Property Code for \$100 plus one month's rent, actual damages, and attorney's fees.* You also will be liable to us and others if you fail to report malfunctions, or any loss, damage, or fines resulting from fire, smoke, or water. Upon request, we will provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impairment disability.

Loss. We're not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or business or personal income from any cause, including, but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of residents, occupants or guests, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct

otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obligated to furnish security personnel, patrols, lighting, gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. We'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

We are committed to the principles of fair housing. In accordance with fair housing laws, we will make reasonable accommodations to our rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of this apartment community. We may require you to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matters—IT MUST BE SIGNED AND IN WRITING to our designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair housing accommodation or modification). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or any other matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract by giving you at least 5 days written notice. We may also remove personal property if it causes a health or safety hazard. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. **ANIMALS.** *No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.* If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum, pay an animal deposit. We will authorize an assistance or support animal for a disabled person but will not require an animal deposit. The animal addendum includes information governing animals, including assistance or service animals. We may require a written statement from a qualified professional verifying the need for such an animal. An animal deposit is considered a general security deposit. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28. We may keep or kennel the animal or turn it

Josh Madewell

Your Initials: _____, Initials of Our Representative: _____

Apartment Lease Contract

© 2013, Texas Apartment Association, Inc. Page 3 of 6



over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

28. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing detection or alarm device(s) or batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; disconnecting utilities involving bona fide repairs, emergencies or construction; retrieving

property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. **MULTIPLE RESIDENTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease Contract termination may be given only by residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Any resident who defaults under this Lease Contract will indemnify the non-defaulting residents and their guarantors.

Security deposit refund check and any deduction itemizations will be by: (*check one*)

- ☒ one check jointly payable to all residents and mailed to any one resident we choose, OR
- ☐ one check payable and mailed to _____

(*specify name of one resident*).
If neither is checked, then the refund will be made in one check jointly payable to all residents.

Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing and remaining residents *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25;
- (2) maintain fixtures, hot water, heating, and A/C equipment;
- (3) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may possibly terminate this Lease Contract and exercise other remedies under Texas Property Code Section 92.056 by following this procedure:

- (a) all rent must be current and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;
- (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time for the repair or remedy; and
- (c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease Contract by giving us a final written notice. You also may exercise other statutory remedies, including those under Texas Property Code Section 92.0561.

Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, or by registered mail—after which we will have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current at the time of any request. We will refund security deposits and prorated rent as required by law.

32. **DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amounts that you owe on time; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (i) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marihuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (ii) any sex-related crime, including a misdemeanor; (6) any illegal drugs or paraphernalia are found in your apartment; or (7) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

Eviction. *If you default or holdover, we may end your right of occupancy by giving you a 24-hour written notice to vacate.* Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the inside of the apartment's main entry door. Notice by mail only will be considered delivered on the earlier of: (1) actual delivery, or (2) three days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After

giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Acceleration. Unless we elect not to accelerate rent, all monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination and statutory lockout under Section 92.0081, Texas Property Code, **except as lockouts and liens are prohibited by Section 2306.6736, Texas Government Code, for owners supported by housing tax credit allocations.** A prevailing party may recover reasonable attorney's fees and all other litigation costs from the non-prevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease Contract. You agree that late charges are liquidated damages and a reasonable estimate of such damages for our time, inconvenience, and overhead associated with collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

Josh Madewell

Your Initials: _____, Initials of Our Representative: _____

Apartment Lease Contract

© 2013, Texas Apartment Association, Inc. Page 4 of 6

06/28/14 05:49 PM


Primary-ID:1911612

IP 23.25.180.231 | 00 m 01 s on page

06/28/14 05:56 PM


Owner/Manager

IP 70.114.221.140

General Clauses

33. **MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given, as well as any fax transmittal verification. Fax or electronic signatures are binding. All notices must be signed. Notices may **not** be given by email or other electronic transmission.*

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease Contract obligations must be performed in the county where the apartment is located.

We may deactivate or not install keyless bolting devices on your doors if: (1) you or an occupant in the dwelling is over 55 or disabled, and (2) the requirements of Section 92.153(e) or (f), Texas Property Code are satisfied.

Security Guidelines for Residents

36. **SECURITY GUIDELINES.** *We care about your safety and that of other occupants and guests. No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

Inform all other occupants in your apartment, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.
- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your apartment when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of the Lease Contract.

Television channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

34. **PAYMENTS.** Payment of all sums is an independent covenant. When we receive money, other than sale proceeds under paragraph 13 or utility payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. **TAA MEMBERSHIP.** We represent that, at the time of signing this Lease Contract: (1) we; (2) the management company that represents us; or (3) any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 6). If not, the following applies: (1) this Lease Contract is voidable at your option and is unenforceable by us (except for property damages); and (2) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association at the time of the third automatic renewal. A signed affidavit from the local affiliated apartment association which attests to non-membership when the Lease Contract or renewal was signed will be conclusive evidence of non-membership. The Lease Contract is voidable at your option if the Lease Contract or any lease addendum (that is a copyrighted TAA form) fails to show at the bottom of each page the names of all original residents listed in paragraph 1, or contains the same form identification code as any other resident's Lease Contract or lease addendum; or if your TAA Rental Application contains the same form identification code as any other resident's Rental Application. Governmental entities may use TAA forms if TAA agrees in writing.

- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices, smoke alarms and other detection devices to make sure they are working properly. Alarms and detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke alarms and other detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

When Moving Out

37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under paragraphs 10, 16, 22, 23 or 31. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions—even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements below are met.
- The move-out date in your notice *[check one]*: ☐ must be the last day of the month; or ☒ may be the exact day designated in your notice. *If neither is checked, the second applies.*

- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- If we require you to give us more than 30 days written notice to move-out before the end of the Lease Contract term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to provide a reminder notice, 30 days written notice to move-out is required.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from us written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice—unless you are in default.

Josh Madewell

Your Initials: _____, Initials of Our Representative: _____

Apartment Lease Contract

© 2013, Texas Apartment Association, Inc. Page 5 of 6

06/28/14 05:49 PM

Josh Madewell

Primary-ID:1911612

IP 23.25.180.231 | 00 m 01 s on page

ESIGN

06/28/14 05:56 PM

Rob Hicks

Owner/Manager

IP 70.114.221.140

ESIGN

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
39. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).
40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, or television services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing or booting illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges

unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) apartment keys and access devices listed in paragraph 5 have been turned in to us—whichever date occurs first.

You have *abandoned* the apartment when all of the following have occurred: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

Signatures, Originals and Attachments

43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease Contract and are binding even if not initialed or signed.

- ☒ Access Gate Addendum
- ☒ Additional Special Provisions
- ☐ Allocation Addendum for: ☐ electricity ☐ water ☐ gas
☐ central system costs ☐ trash/recycling ☐ cable/satellite
☐ stormwater/drainage ☐ services/government fees
- ☐ Animal Addendum
- ☒ Apartment Rules or Community Policies
- ☐ Asbestos Addendum (if asbestos is present)
- ☒ Bed Bug Addendum
- ☒ Early Termination Addendum
- ☒ Enclosed Garage, Carport or Storage Unit Addendum
- ☐ Intrusion Alarm Addendum
- ☒ Inventory & Condition Form
- ☐ Lead Hazard Information and Disclosure Addendum
- ☐ Lease Contract Guaranty (_____ guaranties, if more than one)
- ☐ Legal Description of Apartment (optional, if rental term longer than one year)
- ☐ Military SCRA Addendum
- ☒ Mold Information and Prevention Addendum
- ☐ Move-Out Cleaning Instructions
- ☐ Notice of Intent to Move Out Form
- ☒ Parking Permit or Sticker (quantity: 1)
- ☒ Rent Concession Addendum
- ☐ Renter's or Liability Insurance Addendum
- ☐ Repair or Service Request Form
- ☒ Satellite Dish or Antenna Addendum
- ☐ TCEQ Tenant Guide to Water Allocation
- ☒ Utility Submetering Addendum for: ☐ electricity ☒ water ☐ gas
- ☒ Other TAA Trash Flat fee
- ☒ Other TAA Washing Maching

Name, address and telephone number of locator service (if applicable—must be completed to verify TAA membership under paragraph 35):

Josh Madewell

Midtown Commons

Apartment Lease Contract

TAA Official Statewide Form 13-A/B-1/B-2; Revised October, 2013; Copyright 2013, Texas Apartment Association, Inc.

Page 6 of 6



06/28/14 05:49 PM

ESIGN

Josh Madewell

Primary-ID:1911612

IP 23.25.180.231 | 00 m 01 s on page

06/28/14 05:56 PM

ESIGN

Rob Hicks

Owner/Manager

IP 70.114.221.140

Resident's Name: **Josh Madewell**

Home Phone: ()

Work Phone: ()

Resident's Name: _____

Home Phone: ()

Work Phone: ()

Resident's Name: _____

Home Phone: ()

Work Phone: ()

Resident's Name: _____

Home Phone: ()

Work Phone: ()

Apartment Community Name: **Crestview Station Phase I, LLC, a Delaware limited liability company**

Apt. # **1124**

or Street Address (if house, duplex, etc.): _____

Within 48 hours after move-in, you must note on this form all defects, damage, or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put "none" if the items don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

☐ Move-In or ☐ Move-Out Condition (Check one)

Living Room

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Closets, rods, shelves _____

Closet lights, fixtures _____

Lamps, bulbs _____

Water stains or mold on walls, ceilings or baseboards _____

Other _____

Kitchen

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Cabinets, drawers, handles _____

Countertops _____

Stove/oven, trays, pans, shelves _____

Vent hood _____

Refrigerator, trays, shelves _____

Refrigerator light, crisper _____

Dishwasher, dispensers, racks _____

Sink/disposal _____

Microwave _____

Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____

Other _____

General Items

Thermostat _____

Cable TV or master antenna _____

A/C filter _____

Washer/dryer _____

Garage door _____

Ceiling fans _____

Exterior doors, screens/screen doors, doorbell _____

Fireplace _____

Other _____

Dining Room

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Closets, rods, shelves _____

Closet lights, fixtures _____

Water stains or mold on walls, ceilings or baseboards _____

Other _____

Halls

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Floor/carpet _____

Doors, stops, locks _____

Closets, rods, shelves _____

Closet lights, fixtures _____

Water stains or mold on walls, ceilings or baseboards _____

Other _____

Exterior (if applicable)

Patio/yard _____

Fences/gates _____

Faucets _____

Balconies _____

Other _____

Bedroom (describe which one):

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Closets, rods, shelves _____

Closet lights, fixtures _____

Water stains or mold on walls, ceilings or baseboards _____

Other _____

Bedroom (describe which one): Walls Wallpaper Plugs, switches, A/C vents Woodwork/baseboards Ceiling Light fixtures, bulbs Floor/carpet Doors, stops, locks Windows, latches, screens Window coverings Closets, rods, shelves Closet lights, fixtures Water stains or mold on walls, ceiling or baseboards Other

Bath (describe which one): Walls Wallpaper Plugs, switches, A/C vents Woodwork/baseboards Ceiling Light fixtures, bulbs Exhaust fan/heater Floor/carpet Doors, stops, locks Windows, latches, screens Window coverings Sink, faucet, handles, stopper Countertops Mirror Cabinets, drawers, handles Toilet, paper holder Bathtub, enclosure, stopper Shower, doors, rods Tile Plumbing leaks, water stains or mold on walls, ceilings or baseboards Other

Half Bath Walls Wallpaper Plugs, switches, A/C vents Woodwork/baseboards Ceiling Light fixtures, bulbs Exhaust fan/heater Floor/carpet Doors, stops, locks Windows, latches, screens Window coverings Sink, faucet, handles, stopper Countertops Mirror Cabinets, drawers, handles Toilet, paper holder Tile Plumbing leaks, water stains or mold on walls, ceilings or baseboards Other

Acknowledgment. You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke alarms and any other detector(s) and verify they are operating correctly. You acknowledge that you and our representative have inspected the dwelling and that no signs of bed bugs or other pests are present.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out and for bringing to our attention any safety or pest-related concerns.

Resident or Resident's Agent: Owner or Owner's Representative:

Date of Signing: Date of Signing:

Josh Madewell

- 1. REASON FOR SUBMETERING.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents.

Submetering of water bills saves money for residents because it encourages them to conserve water and wastewater and enables them to economically benefit by their individual conservation efforts. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.

- 2. TCEQ.** Water conservation by submeter billing is encouraged by the Texas Commission on Environmental Quality (TCEQ). Submeter billing is regulated by TCEQ rules, and a TCEQ summary of the rules (called a tenant guide) is attached to this addendum. This addendum complies with those rules.
- 3. MUTUAL CONSERVATION EFFORTS.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to follow the water conservation suggestions listed below.
- 4. SUBMETER BILLING PROCEDURES.** Your monthly rent under the TAA Lease Contract does *not* include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We will send you a monthly bill for submetered water/wastewater, as follows:
- Your monthly water/wastewater bill will conform to all applicable TCEQ rules.
 - As permitted by state law, a service fee of 9 percent (not to exceed 9 percent) will be added to your monthly water and wastewater service charges.
 - No other administrative or other fees will be added to your bill unless expressly allowed by law or TCEQ rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.

Resident or Residents
(All residents must sign here)

Josh Madewell

- We will calculate your submetered share of the mastermetered water bill according to TCEQ rules, Sections 291.124(a), (b), (c), and (d).
 - We will bill you monthly for your submetered water consumption from approximately the 18 day of the month to the 17 day of the month, the latter being our scheduled submeter reading date. Your bill will be calculated in accordance with TCEQ rules and this Addendum and will be prorated for the first and last months you live in the unit.
 - As required under TCEQ rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year is \$ 23.77 per unit, varying from \$ 1.50 to \$ 124.63 for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. This information may or may not be relevant since the above amounts do not reflect future changes in utility company water rates, weather variations, future total water consumption, changes in water consumption habits of residents, or other unpredictable factors.
 - During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly submeter bill; and (3) any other information available to you under TCEQ rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
- 5. YOUR PAYMENT DUE DATE.** Payment of your submeter water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we do not receive timely payment.
- 6. TRANSFER OF REGULATION OF WATER/WASTE-WATER SUBMETERING.** Effective September 1, 2014, regulation of water/wastewater submetering will be transferred from the Texas Commission on Environmental Quality to the Public Utility Commission of Texas (PUC).

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

Apt. No.

June 27, 2014

1124

On next page: TCEQ Tenant Guide for Submetered Water or Wastewater Service

You are entitled to receive an original of this Water/Wastewater Submetering Addendum after it is fully signed. Keep it in a safe place.

A CHECKLIST OF WATER CONSERVATION IDEAS FOR YOUR DWELLING

In the bathroom...

- Never use the toilet to dispose of cleansing tissues, dental floss, cigarette butts or other trash.
- When brushing your teeth, turn off the water until you need to rinse your mouth.
- When shaving, fill the sink with hot water instead of letting the faucet run.
- Take a shorter shower. Showers may use up to 50 percent of interior water consumption.
- Take a shower instead of filling the tub and taking a bath.
- If you take a tub bath, reduce the water level by one or two inches.
- Shampoo your hair in the shower.
- Test toilets for leaks. Add a few drops of food coloring to the tank, but do not flush. Watch to see if the coloring appears in the bowl within a few minutes. If it does, the fixture needs adjustment or repair. A slow drip can waste as much as 170 gallons a day or 5,000 gallons per month. Report all leaks to management.
- Don't leave water running while cleaning bathroom fixtures.

Josh Madewell

In the kitchen...

- Run your dishwasher only when you have a full load.
- If you wash dishes by hand, don't leave the water running for washing or rinsing. Try filling the sink instead.
- Use your sink disposal sparingly, and never for just a few scraps.
- Keep a container of drinking water in the refrigerator.
- When cleaning vegetables, use a pan of cold water rather than letting the faucet run.
- For cooking most food, use only a little water and a lid on the pot.
- Report all leaks to management.

When doing the laundry...

- Only wash full loads of laundry or adjust the water level to match the size of the load (if this is an option).
- Use cold water as often as possible to save energy and to conserve the hot water for uses which cold water cannot serve.



Tenant Guide to Submetered Water or Wastewater Service

What is submetered utility service?

Under a lease agreement, a property owner or designated submetered service provider will bill you for water and perhaps wastewater using a method called *submetering*. The property owner or submeter service provider receives water and wastewater service from the local utility, and has installed a *submeter* or point-of-use submeter for each unit to measure each tenant's water use. At the time you discuss a rental agreement, the property owner must provide you with a free copy of either the rules on utility submetering (Title 30, Texas Administrative Code, Chapter 291, Subchapter H), or a copy of this summary of the rules that has been prepared by the Texas Commission on Environmental Quality (TCEQ).

How does submetering work?

You will receive a bill from the property owner or a billing company, not from the local utility company. Submetered facilities have individual *submeters* or *point-of-use submeters* that are installed and owned by the property owner, not by the local utility. The owner or a billing company reads your submeter and determines your actual water consumption to calculate your bill.

How will my submetered bill be determined?

Under submetering, the property owner or a billing company uses your actual water consumption, as read on your submeter, and multiplies it by either:

- the owner's cost per gallon, liter, or cubic foot for water, as computed from the utility's bill; or
- the utility's charge per gallon, liter, or cubic foot for water, as shown on the utility's rate schedule.

The owner may also calculate wastewater charges the same way—again using your water consumption, since wastewater is not metered.

A manufactured home rental community or apartment house that bills on a submetered basis may also assess a *service charge*. This charge must not exceed 9 percent of the tenant's charge for water and wastewater service.

If you have questions about your bill, ask your property owner or submeter service provider to explain submetering and how the bill was calculated (see "What records must be made available to me concerning submetered service?" in this publication).

Is this practice legal?

Yes, Texas law allows owners or submetered service providers to bill tenants for water and wastewater service. Under this law, the TCEQ has adopted rules designed to provide safeguards for you, the tenant. The rules require the property owner to provide you with specific information about your bills and to include disclosures about their billing practices in your rental agreement. It is important for you to be familiar with these requirements, because any billing disputes that arise must be resolved by you and the property owner, usually by working with the on-site manager.

What should my rental agreement include concerning submetered water or wastewater service?

Your rental agreement, lease, or a lease addendum, should disclose the following information:

- Disputes about the calculation of your bill or the accuracy of a submeter are between you and the property owner.
- You will be billed for submetered service.
- You will be billed for water and/or wastewater, and perhaps for hot water from a central system.
- You have the right to receive information from the owner to verify your submetered bill.
- The average monthly water/wastewater bill for all dwelling units in the previous calendar year, and the highest and lowest bill in that year.
- The date submeters are usually read.
- The date bills are usually issued.
- The date bill payments are usually due.
- The number of days it will take to repair a leak in your dwelling unit, after you have reported it in writing.
- The number of days it will take to repair a leak in an unmetered common area that you report in writing.

What utility charges can be passed through to tenants?

Submetered bills for water and wastewater may only include utility charges for water, wastewater, and surcharges directly related to those services. Tenants may not be charged for fees the utility has billed the owner for a deposit, disconnect, reconnect, late payment, or other similar fee. Texas law does not allow property owners to profit from submetered billing by adding extra fees or hidden charges to water and wastewater bills.

What records must be made available to me concerning submetered service?

The TCEQ rules require property owners to make the following records available to you for inspection at the manager's office during normal business hours. The owner or manager may ask you to submit a written request to view this information. Records routinely kept at the on-site manager's office should be made available within *three days*.

Records routinely kept elsewhere should be made available within *15 days* of receiving your written request. If there is no on-site manager's office, the owner must make copies of requested information available at your dwelling unit, at a time agreed to by you, within *30 days* of receiving your written request.

Information that must be made available to you includes:

- the statute that allows owners to bill tenants for water and wastewater service (Texas Water Code, Chapter 13, Subchapter M);
- TCEQ rules that regulate this practice (Title 30, Texas Administrative Code, Chapter 291, Subchapter H);

Josh Madewell

- rates charged to the property by the utility;
- bills from the utility to the property;
- total amount billed to tenants each month for water/wastewater;
- total amount collected from tenants each month for water/wastewater;
- all submeter readings;
- all submeter test results;
- calculation of the average cost per gallon, liter, or cubic foot;
- chart showing how the utility's unit of measure is converted to the unit of measure used by the tenant's submeter (if applicable);
- any other information you would need to calculate and verify your water/wastewater bill; and
- conservation tips.

What information must be included on my submetered bill?

- Tenant's name and address.
- Amount due for dwelling unit base charge or customer service charge, or both, if applicable.
- Amount due for water and/or wastewater.
- Payment due date.
- Number of gallons, liters, or cubic feet you used.
- Cost per gallon, liter, or cubic foot for each service provided.
- Dates and readings of the submeter at the beginning and end of the period for which the bill is rendered.
- Name of the retail public utility and a statement that the bill is not from the retail public utility.
- Name of the billing company, if applicable.
- Name, address, and telephone number of the party to whom payment is to be made.
- Name or title, address, and phone number of the company or person to be contacted about a dispute.
- Amount due for a service charge assessed by a manufactured home rental community.

How do I dispute a submetered bill?

Disputes about the calculation of your bill or the accuracy of a submeter are between you and the property owner. You are encouraged to file billing disputes *in writing* with the person identified on your bill to contact about disputes—usually the owner, the on-site manager, or a billing company. The owner or designated person must then investigate the dispute and report the results of the investigation to you in writing. The investigation and report must be completed within *30 days* from the date you provide written notification. If you find that a TCEQ rule has been violated, please document your findings and contact the TCEQ at the address provided at the end of this publication.

When is my submetered bill due?

Your bill is due on receipt. Your payment will be considered late if it is not received within *16 days* after the bill is mailed or hand-delivered to you.

Can my water or wastewater service be disconnected for nonpayment?

No, your service cannot be disconnected for nonpayment.

Can the owner or submetered service provider change the way I am billed for submetered service?

No, not unless:

- the owner has received TCEQ approval to bill on an *allocated*, rather than on a submetered basis (for more information on allocated utility bills, see TCEQ publication, *Tenant Guide to Allocated Water or Wastewater Service*, GI-276);
- the owner has given you notice of the proposed change at least *35 days* prior to implementing the new method;
- you have agreed to the change by signing a lease or other written agreement.

Who is responsible for the submeter or point-of-use submeter?

The property owner or submetered service provider is responsible for installing, maintaining, and testing all submeters or point-of-use submeters. If you ask for a meter test in writing, the owner must do either one of two things at no charge to you:

- provide evidence that the meter was calibrated or tested and shown to be accurate within the preceding 24 months, in accord with standards established by the American Water Works Association for submeters or the American Society of Mechanical Engineers for point-of-use and branch water submetering systems; or
- remove and test your meter and promptly advise you of the test results. If you request additional testing, you may be billed up to \$25 for the actual testing cost.

For more information

This guide summarizes only some of the TCEQ rules regarding submetered and point-of-use submetered billing. A property owner must be familiar with, and comply with, all applicable state laws and rules. Tenants are encouraged to refer to those sources for additional, detailed information.

Violations of TCEQ rules should be documented in writing and sent to: Utilities & Districts Section, MC-153; TCEQ, P.O. Box 13087; Austin, TX 78711-3087.

You may also call the Utilities & Districts Section at 512/239-4691, or visit the TCEQ Web site at (www.tceq.texas.gov).

06/28/14 05:50 PM

Josh Madewell
Primary-ID: 1911612

IP 23.25.180.231 | 00 m 02 s on page

ESIGN

06/28/14 05:56 PM

Rob Hicks
Owner/Manager

IP 70.114.221.140

ESIGN

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. **ADDENDUM.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # 1124 at Crestview Station Phase I, LLC, a Delaware limited liability company

(name of apartments)

or other dwelling located at _____

(street address of house, duplex, etc.)

City/State where dwelling is located _____

2. **ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

3. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

4. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

5. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Original Pine-Sol® Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner + Bleach. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

6. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action in compliance with Section 92.051 et seq of the Texas Property Code, subject to the special exceptions for natural disasters.

7. **COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

Resident or Residents
(All residents must sign here)


Josh Madewell

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

June 27, 2014

You are entitled to receive an original of this Mold Information and Prevention Addendum after it is fully signed. Keep it in a safe place.

TAA Official Statewide Form 13-FF, October, 2013. 
Copyright 2013, Texas Apartment Association, Inc.

Josh Madewell



LEASE ADDENDUM

Apartment(s) in _____, Texas.
OR
the house, duplex, etc. located at (street address)
_____ , Texas.

3. **Procedures.** You may terminate the TAA Lease Contract prior to the end of the lease term and thus avoid any potential liability exposure for non-payment of rent for the remainder of the lease term *if all of the following occur*:

4. **Payment of fees and other sums.** The early termination fee in paragraph 3(f) is due and payable no later than 60 days after you give us your early termination notice. The repayment of any rent concessions or discounts you received during the TAA Lease Contract term will be determined by the Lease Addendum for Rent Concession or Other Rent Discount. This repayment and any other monetary obligations for the entire TAA Lease Contract term are due and payable on the same day as the early termination fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.

Resident or Residents
[All residents must sign]

Josh Madewell

6. **Compliance essential.** Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the move-out date stated in your notice of early termination. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your early termination right and this addendum will be voided automatically. In that case; (1) any amounts you have paid under this addendum will become part of your security deposit, and (2) the lease will continue without early termination. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. **Special provisions.** Your right of early termination (*check one*) ☐ is or ☐ is not limited to a particular fact situation. If limited, early termination may be exercised only if the following facts occur and the described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed form. Any false statements or documents presented to us regarding early termination will automatically void your early termination right and this addendum. The special provisions are:

Owner or Owner's Representative
[signs below]

June 27, 2014



LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1124 in the Crestview Station Phase I, LLC, a Delaware limited liability company

Apartment(s) in Austin, Texas
OR
the house, duplex, etc. located at (street address)

in _____, Texas.
2. **Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.
3. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
4. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
5. **Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
8. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 41, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
9. **Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be 50000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.
10. **Security deposit.** Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$ _____ ☐ effective at time of installation or ☐ effective within _____ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc.
11. **When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
12. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Resident or Residents
[All residents must sign here]

Josh Madewell

Owner or Owner's Representative
[signs here]

Date of Lease Contract

June 27, 2014

Josh Madewell

06/28/14 05:50 PM

Josh Madewell

Primary-ID:1911612

IP 23.25.180.231 | 00 m 11 s on page

✓

ESIGN

06/28/14 05:56 PM

Rob Hicks

Owner/Manager

IP 70.114.221.140

✓

ESIGN

LEASE ADDENDUM FOR
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. 1124 in the Crestview Station Phase I, LLC, a Delaware limited liability company
- Apartments in Austin, Texas
OR
the house, duplex, etc. located at (street address)

in _____, Texas.
2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: (*check as applicable*)
- ☐ garage or carport attached to the dwelling;
 - ☐ garage space number(s) _____;
 - ☐ carport space number(s) _____; and/or
 - ☐ storage unit number(s) _____.
- The monthly rent in paragraph 6 of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum.
3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas.
4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.
5. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.
6. **Garage door opener.** If an enclosed garage is furnished, you ☐ will ☒ will not be provided with a ☒ garage door opener and/or ☐ garage key. You will be responsible for maintenance of

any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a fine of \$ _____, which will be deducted from your security deposit.

7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.
9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.
10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.
11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to paragraph 13 of the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you.

Resident or Residents
(All residents must sign)

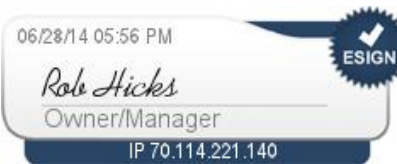
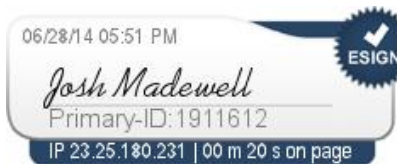
Josh Madewell

Owner or Owner's Representative
(Signs below)

Date of Lease Contract

June 27, 2014

Josh Madewell



LEASE ADDENDUM FOR RENT CONCESSION
OR OTHER RENT DISCOUNT

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1124 in the Crestview Station Phase I, LLC, a Delaware limited liability company

Apartments in Austin, Texas;
OR
the house, duplex, etc. located at (street address)
in _____, Texas.

2. **Rent concession or discount.** As an incentive and bonus to you for signing the TAA Lease Contract, choosing our property, and agreeing to fulfill your obligations for the entire term of the TAA Lease Contract, you will receive a rent concession, monthly discount or other discount described below.

[Check all that apply]

☒ **One-time concession.** You will receive a one-time concession off the *market* rent as stated in Paragraph 6 of the TAA Lease Contract in the total amount of \$ 500.00. This concession will be credited to your rent due for the month(s) of June 2014 per vacant look & lease special.

☐ **Monthly discount.** You will receive a monthly discount of \$ 0.00 off of the *market* rent as stated in Paragraph 6 of the TAA Lease Contract. Your discounted monthly rent will be \$ _____ for _____ months.

☐ **Other discount.** You will receive the following discount off the *market* rent as stated in Paragraph 6 of the TAA Lease Contract:

3. **Market rent.** The market rent for this dwelling is the rent stated in paragraph 6 of the TAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the TAA Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

4. **Payment or repayment for early move out.** If you move out or terminate your TAA Lease Contract early, in violation of the TAA Lease Contract, this addendum will be immediately terminated.

You can fulfill your obligations for rent due under the TAA Lease Contract by immediately paying us for all remaining months of rent owed until the end of the TAA Lease Contract term. Rent owed would be based on market rent as stated in paragraph 6 of the TAA Lease Contract if a one-time concession was provided or the rent under paragraph 2 of this addendum if a discount was provided.

If you fail to pay all of your obligations for the rent due under the TAA Lease Contract, as stated above, then you will be required to immediately repay us the amounts of all ☒ concessions and/or ☒ discounts (check those that apply) that you actually received from us for the months you resided in your dwelling, in addition to all other sums due under the TAA Lease Contract for a lease violation.

5. **Mitigation of Damages.** We will exercise customary diligence to relet and minimize damages. We will credit all subsequent rent that we actually receive from successor residents against all future rent paid by you to satisfy the terms of this addendum.

6. **Special Provisions.** The following special provisions control over any conflicting provisions of this printed addendum or the TAA Lease Contract.

WLR 05/12/14 .Residents understand that if the lease is not fulfilled, all concessions and discounts listed on this addendum must be paid back to the community, and must be paid prior to vacating the apartment.

Resident or Residents
[All residents must sign here]

Josh Madewell

Owner or Owner's Representative
[signs here]

Date of Lease Contract

June 27, 2014


Josh Madewell

06/28/14 05:51 PM


Josh Madewell
Primary-ID:1911612

IP 23.25.180.231 | 00 m 10 s on page

06/28/14 05:56 PM


Rob Hicks
Owner/Manager

IP 70.114.221.140

LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1124 in the Crestview Station Phase I, LLC, a Delaware limited liability company Apartments in Austin, Texas.
2. **Remote control/cards/code for gate access.**
- ☒ **Remote control for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your children or other occupants will require a \$ 50.00 non-refundable fee.
- ☐ **Cards for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a \$ _____ non-refundable fee.
- ☐ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.
3. **Damaged, lost or unreturned remote controls, cards or code changes.**
- ☒ If a remote control is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ 50.00 deduction from the security deposit.
- ☐ If a card is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- ☐ We may change the code(s) at any time and notify you accordingly.
4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.
5. **Follow written instructions.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee

through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. **Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. 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 any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.
7. **Rules in using vehicle gates.**
- Always approach entry and exit gates with caution and at a very slow rate of speed.
 - Never stop your car where the gate can hit your vehicle as the gate opens or closes.
 - Never follow another vehicle into an open gate. Always use your card to gain entry.
 - Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
 - Never force the gate open with your car.
 - Never get out of your vehicle while the gates are opening or closing.
 - If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
 - Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
 - If you lose your card, please contact the management office immediately.
 - Do not give your card or code to anyone else.
 - Do not tamper with gate or allow your occupants to tamper or play with gates.

Resident or Residents
[All residents must sign here]

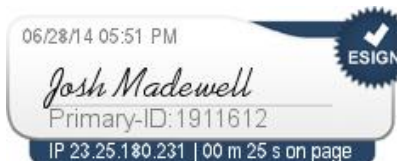
Owner or Owner's Representative
[signs here]

Josh Madewell

Date of Lease Contract

June 27, 2014

Josh Madewell



LEASE ADDENDUM FOR
WASHING MACHINE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1124 in the Crestview Station Phase I, LLC, a Delaware limited liability company Apartments in Austin, Texas
OR
the house, duplex, etc. located at (street address) _____ in _____, Texas.

2. **Permission.** You (as residents) have permission from us (as owner) to install and use a washing machine in the dwelling unit described above, subject to the conditions in this addendum.

Please remember that we do not select your washing machine, install it, maintain it, or use it. You are in the best position to prevent water or other damage caused by: (1) a defective washing machine; (2) a washing machine accident; or (3) improper installation, maintenance or use of a washing machine.

3. **Conditions.** If your washing machine leaks, floods, or otherwise malfunctions or is misued, it can cause a lot of problems and a lot of damage to your unit and other units, as well as damage to your personal property and personal property of residents in other units. For these reasons, your right to install and use a washing machine in your unit is subject to the following conditions. You automatically agree to those conditions when connecting or using a washing machine in your unit.

4. **Installation.** You should be especially careful in your choice of a washing machine and in its installation, maintenance and use—just as if it were in your own home. You and all other residents, occupants and guests in your unit must follow manufacturer's instructions for the washing machine's installation, maintenance and use. We recommend that you have it professionally installed.

5. **Responsibility for damage.** You agree to assume strict liability for all damage to your unit and to other units and to personal

property in your unit and other units if the washing machine leaks, floods, malfunctions or is misused, or in any other way causes damage—unless it is caused by us or our management company. That means you will be responsible for costs of removing water from carpets, replacing permanently damaged carpets, repainting, and any other repairs or unit damage, as well as damage to personal property in your unit and other units if, among other things:

- the water hoses break or leak; or
- the water hoses were incorrectly connected or did not have protective washers in the connections; or
- the washing machine was overloaded, causing it to malfunction; or
- the washing machine leaks or malfunctions for any other reason.

The owner's insurance will not cover such damages.

6. **New hoses.** When installing the washing machine, you must use new hoses since bursting or leaking hoses are the most common cause of water damage. Stainless braided water hoses are recommended.

7. **Inspection.** You must not use the washing machine until management has inspected its installation. Such inspection does not relieve you of liability in the event of water or other damage from your washing machine.

8. **Insurance.** At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from your washing machine. It must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

Resident or Residents
(All residents must sign)

Josh Madewell

Owner or Owner's Representative
(Signs below)

Date of Lease Contract
June 27, 2014

Josh Madewell

06/28/14 05:52 PM

ESIGN

Josh Madewell

Primary-ID:1911612

IP 23.25.180.231 | 00 m 06 s on page

06/28/14 05:56 PM

ESIGN

Rob Hicks

Owner/Manager

IP 70.114.221.140

LEASE ADDENDUM FOR
TRASH REMOVAL AND RECYCLING COSTS--FLAT FEE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1124 in the Crestview Station Phase I, LLC, a Delaware limited liability company

_____ Apartments

in Austin, Texas.

OR

the house, duplex, etc. located at (street address) _____

in _____, Texas.

2. **Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of 5 percent of your bill if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.
3. **Flat fee for Trash/Recycling Costs.** You agree to pay a monthly fee of \$ 10.00 for the removal of trash and/or recycling for the apartment community. Your monthly rent under the TAA Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service.

A nominal administrative fee of \$ 1.00 per month (not to exceed \$3) will be added to your bill for processing and billing.

Your trash /recycling bill may include state and local sales taxes as required by state law.
- Resident or Residents
- [All residents must sign here]
- Owner or Owner's Representative
- [signs here]
- Josh Madewell
- Date of Lease Contract
- June 27, 2014
- Josh Madewell
- 06/28/14 05:52 PM

Josh Madewell

Primary-ID:1911612

IP 23.25.180.231 | 00 m 03 s on page

✓

ESIGN

06/28/14 05:56 PM

Rob Hicks

Owner/Manager

IP 70.114.221.140

✓

ESIGN

LEASE ADDENDUM FOR ADDITIONAL SPECIAL PROVISIONS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1124 in the Crestview Station Phase I, LLC, a Delaware limited liability company Apartments in Austin, Texas.

2. **Purpose.** The following special provisions become part of the Lease Contract:

Other attachments: Transit Addendum,
Photograph Addendum, Fitness Addendum,
Email Communications, Construction
Addendum

Resident or Residents

[All residents must sign here]

Owner or Owner's Representative

[signs here]

Josh Madewell

Date of TAA Lease Contract

June 27, 2014

Josh Madewell



FITNESS CENTER CONSENT AND RELEASE

This Fitness Center Consent and Release is hereby made a part of the Apartment Lease Contract ("Lease"), entered into on **06/27/2014** by and between **Crestview Station Phase I, LLC** ("Owners") and **Josh Madewell** who leases an apartment located at Midtown Commons at Crestview Station with the same force and effect as though set forth in the Lease. Resident acknowledges that **Lincoln Property Company** ("Property Manager") is not the Owner of the property and is acting on behalf of the Owner solely as the property manager.

The fitness center is offered as an amenity to all residents living within the Community. Resident hereby expressly consents to his/her use of the Fitness Center and acknowledges that such use and participation will necessarily involve participation in exercises that may be physically demanding and may subject Resident to stress, anxiety and possible hazards.

Resident understands that activities associated with use of the Fitness Center involve inherent risks of injury. Resident voluntarily agrees to expressly assume all such risks which may result from the Fitness Center activities, including, but not limited to, Resident's use of equipment, machinery or materials. Resident(s) further understand that neither the Owner nor the Property Manager will provide any instruction or direction regarding the use of the exercise equipment, machinery and/or materials, and Resident(s) will not use such with which he/she is not familiar and does not know how to operate.

IN CONSIDERATION OF RESIDENT'S RIGHT TO USE THE FITNESS CENTER, RESIDENT HEREBY RELEASES OWNER, PROPERTY MANAGER, AND THEIR EMPLOYEES, STAFF AND AGENTS FROM ANY LEGAL LIABILITY FOR INJURY OR DEATH CAUSED BY OR RESULTING FROM RESIDENT'S USE OF THE FITNESS CENTER, EQUIPMENT, MACHINERY AND MATERIALS LOCATED THEREIN, REGARDLESS OF WHETHER SUCH INJURY OR DEATH WAS CAUSED BY OR RESULTED FROM ANY ACTUAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT ON THE PART OF THE OWNER OR THE PROPERTY MANAGER.

Resident understands that the Owner and the Property Manager are relying on this Consent and Release in permitting Resident to use the Fitness Center and the equipment, machinery and materials located therein and that this Consent and Release shall remain in full force and effect until such time as Resident is no longer permitted to utilize the Fitness Center.

This Consent and Release shall be binding on Resident, his/her heirs, administrators, executors, successors and assigns. Except as provided herein, the provisions of the Lease shall remain unaffected.



PHOTOGRAPH CONSENT AND RELEASE

This Photograph Consent and Release is hereby made a part of the Apartment Lease Contract ("Lease"), entered into on 06/27/2014 by and between Crestview Station Phase I, LLC ("Owner") and Josh Madewell ("Resident") who leases an apartment located at Midtown Commons at Crestview Station ("Community") with the same force and effect as though set forth in the Lease. Resident acknowledges that Heidi Piper ("Property Manager") is not the Owner of the property and is acting on behalf of the Owner solely as the property manager.

Resident consents and grants Property Manager permission to photograph Resident in connection with various activities on or around the Community. Resident understands that any such photographs, and all rights associated with them, will belong solely and exclusively to the Owner and/or Property Manager, which shall have the absolute right to copyright, duplicate, reproduce, alter, display, distribute, and/or publish them in any manner, for any purpose, and in any form including, but not limited to, print, electronic, video, and/or Internet, and for any legitimate purpose whatsoever.

Resident voluntarily waives any and all rights with respect to any such photographs, including, but not limited to, compensation, copyright, and privacy rights and any right to inspect or approve such photographs. Resident hereby releases and discharges, and agrees to hold harmless, Owner and Property Manager, their respective officers, agents and employees, and all persons acting under its permission or authority, from any claims and liability in connection with such photographs and/or their use.

Except as provided herein, the provisions of the Lease shall remain unaffected.

☒ I agree to the terms

☐ I do not agree to the terms



Transit Addendum

This addendum shall become a part of the lease contract for unit #1124 located in this apartment community.

Resident, by execution of this Transit Addendum, acknowledges that the property known as 810 West St. John's Avenue, located in Austin, Texas, is located near mass transit, including, but not limited to bus and commuter rail ("Transit Options"). The resident agrees to exercise extreme care and caution near the Transit Options. Resident is aware that they may experience some degree of noise throughout the day and night due to the Transit Options schedule and passing.

Additionally, the Resident hereby fully releases the Owner and Managing Agent ("Lincoln Property Company"), their respective agents, employees, affiliates, partners, officers, directors and representatives from all liability, causes of action, or claims of any kind for personal injury or inconveniences, which result from or arise in connection with the undersigned's occupancy and possession of an apartment at the community.

06/28/14 05:53 PM

Josh Madewell

Primary-ID: 1911612

IP 23.25.180.231 | 00 m 04 s on page



06/28/14 05:56 PM

Rob Hicks

Owner/Manager

IP 70.114.221.140



MIDTOWN COMMONS AT CRESTVIEW STATION

COMMUNITY POLICIES

810 WEST ST. JOHN'S AVENUE

AUSTIN, TEXAS 78752

(512).467.1800

(512).467.1802 FAX

MIDTOWN COMMONS @LINCOLNAPTS.COM

Dear LPC Resident:

We are glad you have chosen **Midtown Commons at Crestview Station** as your new home. The following community policies have been designed with your comfort and convenience in mind.

DEFINITIONS

For the purpose of these policies, a Resident is any person who is obligated and listed as a resident on the lease.

An Occupant is any person listed as an occupant on the lease and entitled to occupy the apartment.

A suitable and responsible representative is defined as a person 18 years of age or older authorized by a parent, guardian, or legal custodian.

THINGS WE SHARE

Swimming Pool

Please observe pool regulations established by your City or County and all of the rules posted at the pool:

Pool hours are as follows: Dawn to Dusk

For health and safety reasons, persons under the age of 12 must be accompanied and supervised by a parent, guardian or legal custodian, or a suitable and responsible representative thereof, at all times. To ensure space for all residents, we ask that you have no more than two guests per apartment at the pool at any one time. Resident or occupant must accompany guests.

Please wear only swimwear in the pool. No cutoffs, the strings will clog the filter system.

Resident or occupant identification may be requested by management at any time to assure that only residents/occupants and their guests use the pool. Pets or glass objects are not allowed in the pool area. (This provision does not apply to guide animals used by handicapped persons.)

Please observe any policies posted in the pool area.

Sports and Recreational Areas

The sports and recreational areas may be used by all residents. Persons under the age of 12 must be accompanied and supervised by a parent, guardian, or legal custodian, or a suitable and

Page 1 of 8



06/28/14 05:53 PM

Josh Madewell
Primary-ID:1911612

IP 23.25.180.231 | 00 m 13 s on page



06/28/14 05:56 PM

Rob Hicks
Owner/Manager

IP 70.114.221.140



responsible authorized representative thereof, at all times. The resident acknowledges that upon use of the sport and recreational areas, he or she recognizes that the use of these facilities is at the resident's own risk. It is expressly understood resident shall hold LPC harmless for any and all injuries, accidents, or loss suffered by resident while using facilities. LPC makes no warranties concerning the equipment or facilities and resident agrees no representations are being made as to the safety, desirability or quality of said equipment or facilities. Cost of any repair or service on equipment or facilities due to misuse by resident, occupant or guest will be charged to the resident.

FACILITY HOURS OF OPERATION:

Open 24 Hours

Please limit your time and use of these facilities so all residents can enjoy the facilities. Management reserves the right to limit the use of facilities. To ensure space for all residents, we ask that you have not more than two guests while using these facilities. Please observe any additional policies posted at the facility.

Motor Vehicles and Parking

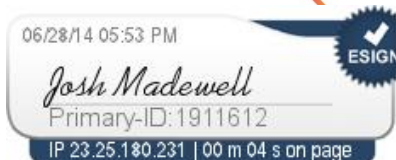
When entering or leaving the community, you are requested to operate your vehicle at a speed not to exceed five miles per hour. All parking is unassigned, unless otherwise specified by our lease contract.

The parking lots and garages are to be used only for the parking of automobiles, motorcycles, vans or pick-up trucks belonging to or used by residents and occupants of the apartment community. Cars without current inspection stickers and license plates are subject to towing. The use of parking lots for any other purpose (such as parking or storage of commercial vehicles, taxi cabs, boats, trailers, large trucks, buses, motor homes) or repair of motor vehicles is expressly prohibited.

City fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios or inside your apartment. Please do not park in designated fire lanes, handicapped spaces (unless authorized to do so) or block trash receptacles. Such action is a violation of city ordinances and the vehicle will be towed at owner's expense and vehicle owner is subject to fines.

All abandoned and/or inoperable vehicles are subject to being towed. In addition, any vehicle with an alarm system that malfunctions, and/or sounds continuously for one hour, or intermittently for a period of three hours is subject to being towed. If you are going to be absent from your apartment for a period of time, please make arrangements with management regarding a contact person in your absence.

Parking lots and garages are not to be used as playgrounds.



Parking Garage

Resident vehicles are limited to 1 car per 1 bedroom apartment and 2 cars per 2 bedroom apartment. **Guests are not permitted to park in the garage.** Residents must have a Midtown Commons parking permit displayed in their front windshield at all times while parking in the garage to avoid being towed. Residents who reside in buildings TWO and THREE must park above the gate, as we share this space with onsite retail tenants.

The parking garage is to be used only for the parking of automobiles, motorcycles, vans, pickup trucks or sport utility vehicles belonging to or used by residents and occupants of Midtown Commons at Crestview Station. Cars without current inspection stickers and license plates are subject to being towed at resident's expense. The use of the parking garage for any other purpose (such as parking or storage of commercial vehicles, taxi cabs, boats, trailers, large trucks, buses, motor homes or repair of motor vehicles) is expressly prohibited. The speed limit inside the parking garage is 5 miles per hour.

YOUR APARTMENT HOME

Decorating

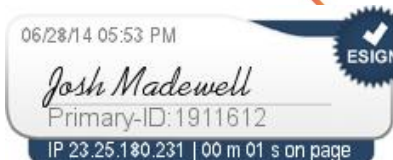
Except as may be provided under any applicable Federal, State or Municipal Statute, Law or Ordinance relating to the accessibility of the apartment community to persons with disabilities or handicaps, no modification of apartment walls, shelves or closets may be made without prior approval of the manager. It is permissible for you to hang pictures, mirrors, etc. on the walls, but please use bull-dog picture hangers. Please use a cutting board rather than chopping and cutting on the kitchen countertops. Waterbeds are allowed in downstairs apartments only with proof of insurance. In order to keep your apartment home it's most attractive, we also ask that any window treatment be approved by your apartment manager. Windows must show white to the outside--aluminum foil or colored window treatments are not allowed. Utilize only telephone outlets already installed in your apartment. Any additional wiring is prohibited.

Patio and Balconies

Please keep your patio/balcony door and windows closed and locked during your absence to protect against rain damage. So that each of us can be proud of the appearance of our buildings, we ask that you keep your patio, balcony, or entryway uncluttered and free of trash. Please, no clotheslines or clothes hanging over balconies. In addition, do not leave pets unattended on patios or balconies at any time, and due to local fire codes, grilling or barbecuing is not permitted on balconies or patios.

Keys

In case of emergency it is necessary for management to have a key to any additional or replacement lock that was not originally provided upon move in. There will be a charge per key for replacement of lost door and mailbox keys.



Guests

Visitation period for guests and family of any age is limited to two weeks. Any special situations such as temporary custody should be referred to management and will be dealt with on an individual basis.

Appliances and Fixtures

Please do not overload your dishwasher and only use detergents made for automatic dishwashers.

Turn on cold water before starting your disposal. To keep your disposal in good working order, do not grind bones, rinds, or stringy foods. If your disposal stops, check the reset button on the outside of the disposal.

In case of power failure, check your circuit breaker inside your apartment before reporting to the office.

Due to their flammable nature, we strongly discourage the use of halogen floor lamps. If you choose to do so, please use with caution and do not leave them burning for long periods of time or while you are not home.

Do not put paper towels, sanitary napkins, tampons, disposable diapers or Q-tips in the toilets.

Cost of any repair or service on appliances and/or fixtures due to resident, occupant and or guest misuse will be charged to resident.

Televisions, Stereos, Radios, Etc.

Please respect the privacy of your neighbors by controlling the volume of your televisions, stereos, radios, and parties. Satellite dishes may not be attached to any part of the building.

Help us keep our buildings and roofs uncluttered by not erecting CB base stations or radio/television aerials and wires on any part of the premises.

MAINTENANCE TIPS

Air Conditioning Filters

Your air conditioning filter should be changed on a regular schedule to insure proper performance of your heating and air conditioning units. We will send you a letter and filter when it is time to change the filter.

General Maintenance

Please report any and all needed repairs to the office in writing immediately. For maximum efficiency, report repairs in the morning whenever possible.



Emergency maintenance is provided 24 hours a day. After office hours, call **(512).467.1800** for emergency service requests.

Access To Your Apartment

Any change of apartment locks must be approved by the management. It is imperative that we have access to your apartment in order to perform routine work and handle emergency situations; therefore, it is necessary for your manager to have any and all keys to your apartment. Whenever LPC personnel or exterminators enter your apartment to perform work, they will leave a copy of the service request to let you know what work was performed.

FOR YOUR PEACE OF MIND

Every Apartment Resident Should

Notify the manager, in writing, of any burned out exterior or hallway lights, faulty locks, lost keys, etc.

Immediately report to the Management Office or 24 hour answering service any suspicious persons, strange vehicles or unusual activity. The number to call is **(512) 467.1800**.

Resident must provide management with written permission in order for management to allow anyone into resident's apartment. This includes servicemen, moving van representatives, out-of-town guests and relatives.

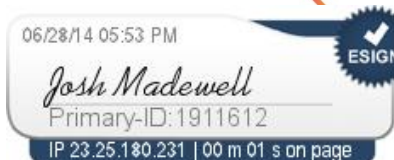
Prior to allowing entry into your apartment, demand credentials from all maintenance personnel.

COMMON AREAS

All common areas, including but not limited to parking lots, stairwells, breezeways, jogging trails, laundry rooms, courtyard areas, clubrooms, sport courts, creeks, lakes and pools must be kept clear at all times of any trash, refuse and any other obstructions. All items left unattended in the common areas may be removed and disposed of by LPC management personnel without notification to owner.

Common areas are for the use and enjoyment of all residents at the community. Any resident, occupant and/or guests conducting themselves in an unreasonable, illegal and/or offensive manner shall be subject to being removed from the common areas and such conduct shall further constitute a breach of the lease. Please note, for the comfort and well-being of all residents, the following activities are prohibited:

- ☐ Possessing a weapon prohibited by local ordinance or to discharge a firearm within the apartment community, display or possess a gun, knife or other weapon in the common areas in a way that may alarm others, or engage in or threaten violence within the community.
- ☐ Solicitation of business or contributions, operate a business or childcare center from an LPC apartment home.



- ☐ Disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the apartment community.
- ☐ Possessing, selling or manufacturing illegal drugs or possessing drug paraphernalia.
- ☐ Handling, storage, use, or disposing of hazardous chemicals in a manner contrary to local ordinance and EPA guidelines, or to burn sterno logs in apartment fireplaces.

All children returning from school or other activity must have access to their apartment. The failure of the Resident to provide such access and supervision shall constitute a breach of the lease contract.

LEASE PROVISIONS

Subject to the limits placed on the number of occupants per apartment occupancy is limited as follows:

Single (Non Familial Status): Each person must be 18 years of age or older. At least one person must qualify and all persons must sign the lease.

Married Couples (Non Familial Status): At least one spouse must be 18 years of age or older, and both parties must sign the lease.

Familial Status: There is no minimum age limit for the responsible parties. LPC welcomes families with children (familial status) to its communities. Familial status is one or more individuals who have not attained the age of 18 years being domiciled with:

- ☐ a parent or another person having legal custody of the individual(s), or
- ☐ a designee of the parent or other person having custody with the written permission of parent or other person.

Familial status includes any person who is pregnant or in the process of securing legal custody of any individual who has not attained the age of 18 years. The maximum number of occupants permitted to occupy an apartment is as follows:

FAMILIAL STATUS

Efficiency: Two Persons*

One Bedroom: Two Persons*

Two Bedroom: Four Persons*

*Familial status occupants are allowed one newborn infant up to 24 months in age, per bedroom. A newborn under the age of 24 months will not be included in the headcount for occupancy limits.

NON FAMILIAL STATUS

Efficiency: One Person

One Bedroom: Two Persons

Two Bedroom Three Persons



Non Familial status occupants are allowed one newborn infant up to 24 months in age, per bedroom. A newborn under the age of 24 months will not be included in the headcount for occupancy limits.

If during the term of any lease, Resident exceeds the foregoing maximum occupancy restrictions of the apartment, Resident may transfer to the appropriate size apartment or must vacate the apartment six months from the date of increase in occupants. **It is the responsibility of the resident to inform management if or when the number of people residing in their apartment exceeds stated occupancy limits. Failure to do so will constitute a violation of lease and resident may be asked to vacate the apartment immediately.**

Rent is due and payable on or before the first of each month. If rent is not paid on or before the 3rd day of the month, a late charge will be assessed. Please refer to your most recently signed lease contract for late fee charges and policies. Please indicate your apartment number on the bottom right-hand corner of all checks.

A charge will be made for Non Sufficient Funds (NSF) checks. NSF checks must be replaced with cashier's check or money order only. Lincoln reserves the right to collect all rent payments through any legal means available to us, which may include electronic rent payments, conversion of checks to electronic payment, and electronic reimbursement for checks returned NSF.

Transfers from one apartment to another must be approved by the manager and a new lease signed. The vacated apartment is inspected and must be left in the condition described in your Move-Out Instructions. Any damage must be paid upon request.

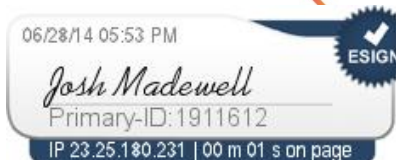
In accordance with the lease contract, we require the lease term be fulfilled or that the provisions of your lease be complied with and at least 30 days written notice be provided prior to vacating the apartment. We must have a written forwarding address before any security deposit refund can be made. The apartment must be left in the condition described in your Move-Out Instructions.

LEASE RENEWAL

Upon the expiration of your lease, you may elect to renew your lease. At this time, please feel free to contact the management office for details. Lease renewals will begin with the full month following the expiration month. After one year of occupancy and at the time of lease renewal, you may request a necessary carpet or drapery cleaning.

MOVE OUT

If you wish to move out of your apartment at or after lease expiration, you must give us SIXTY DAYS PRIOR WRITTEN NOTICE to vacate. For consideration of the amount of refund of your security deposits, the following requirements must be met:



- ☐ The full term of your lease must be completed, or you must comply with the provisions of your lease.
- ☐ At least sixty days written notice to vacate must be given.
- ☐ Apartment must be left in the same condition as at the time of occupancy (normal wear and tear accepted).
- ☐ All keys must be returned.
- ☐ All sums due including all sums stated in your lease must be paid prior to move-out. Any charge, if applicable, will be made against your security deposit.

SOMETHING SPECIAL

Pets

Pets must be approved by management and will only be permitted in the apartment in accordance with the pet agreement in the lease and with a photograph attached. Midtown Commons at Crestview Station does not accept any dogs that are in any way related to an aggressive breed. Pets must be no larger than 100 pounds fully grown. Pets must be over 2 years old (verified by a licensed veterinarian), or a double deposit is required per pet. If you have two pets, they must not weigh over 100 pounds combined (This provision does not apply to guide animals used by disabled persons.) Pets over 60 pounds must be on the ground floor. In addition, if a resident acquires a pet during the lease term, resident must obtain prior approval from the manager and pay the increased pet deposit and fee. For any pet, there is a required \$250 pet deposit and \$250 pet fee. Leaving pets unattended on you patio or balcony is prohibited. Per city leash laws, pets must be on a leash while outside of your apartment home.

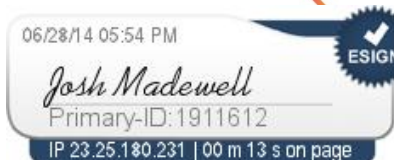
Thank you for making our community a pleasant home for everyone!

We welcome you to your new LPC home and sincerely hope that you enjoy every day of your residency here to the fullest. We appreciate your cooperation in making your community a happy home for all residents. If you have a request, please contact the management office. Our number is **(512) 467.1800**. This is a 24-hour number.

Sincerely,
Management Office

WHILE THE FOREGOING POLICIES CONTAIN MINIMUM PROVISIONS REGARDING THE SUPERVISION OF PERSONS UNDER THE AGE OF TWELVE (12) YEARS OLD, RESIDENTS ARE ADVISED TO EXERCISE THEIR OWN PRUDENT JUDGMENT WITH RESPECT TO THE UNSUPERVISED USE OF THE FACILITIES LOCATED THROUGHOUT THE COMMUNITY BY MINORS. NEITHER LPC NOR OWNER, BY ESTABLISHING THE MINIMUM REQUIREMENTS CONTAINED IN THESE POLICIES, ARE IN ANY MANNER REPRESENTING, GUARANTEEING OR ENSURING THE SAFETY OF ANY PERSONS WHEN PARTICIPATING IN THE ACTIVITIES OR UTILIZING THE FACILITIES OF THE COMMUNITY WITH OUR WITHOUT SUPERVISION.

Page 8 of 8



Special Provisions

The following Special Provisions are agreed to by the resident and are an enforceable part of the Lease Contract. Any provisions below supersede any conflicting provisions in the printed Lease Contract Form:

None.

Signature of Resident(s)

Date:

Signature of Agent for Owner:

Date:

06/28/14 05:54 PM

Josh Madewell

Primary-ID:1911612

IP 23.25.180.231 | 00 m 11 s on page



06/28/14 05:56 PM

Rob Hicks

Owner/Manager

IP 70.114.221.140



CONSTRUCTION ADDENDUM

This Construction Addendum ("Addendum") is hereby made a part of the Lease Agreement ("Lease") entered into on **06/27/2014** by and between **Crestview Station Phase I, LLC** and **Josh Madewell** who leases an apartment unit located at **Midtown Commons at Crestview Station** ("Community") with the same force and effect as though set forth in the Lease. To the extent there is any conflict between the provisions of the Lease and this Addendum, the provisions of the lease shall be superseded and amended according to the terms of this Addendum. Except as provided herein, the provisions of the Lease shall remain unaffected.

Resident(s) acknowledges that construction/noise may occur from time to time within the Community and may result in inconveniences to the Resident including but not limited to limitations on access to amenities, utility interruptions, construction debris, retail and construction noise. Resident(s) further acknowledges that construction and related inconveniences may occur for extended periods of time.

Resident(s) agrees that notwithstanding such construction, and the inconvenience associated with the construction or noise. Resident shall not be entitled to any offset to rental obligations. Further, Resident waives any and all claims against Property Manager and all its affiliates, agents, employees or assigns that may arise as a result of the construction.

We have read and agree to the above.



06/28/14 05:54 PM

Josh Madewell

Primary-ID: 1911612

IP 23.25.180.231 | 00 m 08 s on page



06/28/14 05:56 PM

Rob Hicks

Owner/Manager

IP 70.114.221.140





Email Communications

At Midtown Commons it is our goal to decrease our carbon footprint in every way possible. In an effort to decrease the number of paper notices, as well as reduce clutter on your doors and breezeways, we have opted to go paperless with 99% of our community communications. By signing this document, you agree to update us anytime your preferred email address changes. Thank you for your participation, we appreciate your efforts to go green!

06/28/14 05:54 PM
Josh Madewell
Primary-ID: 1911612
IP 23.25.180.231 | 00 m 06 s on page



06/28/14 05:56 PM
Rob Hicks
Owner/Manager
IP 70.114.221.140

