



Dear **Ogechukwu Otth**, we are excited to welcome you home to **Tuscany Square**! We want to make sure you have a great experience living in our community. Please make sure to provide all required documents, verifications, and requirements prior to move in. Below are a few important reminders of items we will need on or before your move in date of **08/06/2021**.

Your new address will be **3637 Timberglen Road 04305, Dallas, TX 75287**. Make sure to contact the Post Office to forward your mail in advance. You can also complete a change of address online at www.usps.com.

The following is a summary of the rental and other charges, refundable deposits, non-refundable fees, concessions and taxes (if applicable), less credits due at the time of move-in:

Rent, prorated	\$660.90
Other Charges, prorated	\$30.19
Concessions, prorated	\$0.00
Refundable deposits	\$400.00
Nonrefundable fees	\$255.00
Taxes (if applicable)	\$0.00
Apply Holding Deposit	-\$150.00
Landlord Insurance Surcharge (not Renter's Insurance)	\$5.03
Total Due at Move-in	\$1,201.12
Balance Due of Application Charges *	\$0.00
Total Due at Move In including Outstanding Balance	\$1,201.12

* Amount due is net of amounts paid and may change for additional charges or payments made prior to move-in

Please see page two for a detailed breakdown of the charges due at move-in.

Move in amounts are due on or before your move in date and must be paid in full in the form of Cashier's Check. No other forms of payment shall be accepted for the initial move in cost.

Residents are responsible for utilities. Electric and Gas accounts must be active and in the residents name on or before the move in date. Failure to comply with this requirement will result in a \$50.00 Fee in addition to any other cost associated with usage or fees.

Proof of Renters Insurance with a minimum of \$300,000.00 liability coverage with a deductible of no more than \$500.00 must be provided prior to move in.

If there is a change in your move-in date, prorated amounts above will change accordingly. If your move-in date is after the 26th of the month, your move-in charges will also include the next full month's rent and other recurring charges.

Please don't hesitate to contact us with any questions at **(972) 820-0303**.

We look forward to you becoming a valued member of our community!

Community Manager
Tuscany Square



The following is a detailed breakdown of Rental Charges, Deposits, and Fees, and Concessions (If Applicable) due at the time of Move in:

Rent for 26 days	\$660.90
Security Deposit	\$400.00
Administrative Fee	\$150.00
Non refundable remote fee	\$50.00
Mail Key Fee non refundable	\$35.00
Carport for 26 days	\$25.16
The Work Number Employment Verification for Ogechukwu Ottih	\$20.00
Parcel Locker fee for 26 days	\$5.03
Insurance Surcharge for 26 days	\$5.03
Apply Holding Deposit	-\$150.00

Tax: \$0.00

Total Due at Move-in **\$1,201.12**

Ogechukwu Ottih

Date

Date

Date

Date

Guarantor Signature

Date

Guarantor Signature

Date

Authorized Agent for "Management" and Management:



GAINES INVESTMENT TRUST NATIONAL LEASE AGREEMENT

This is a binding contract. Read carefully before signing.

This Residential Lease Agreement (hereinafter "Lease") is hereby entered into on **07/10/2021** by and between the parties identified below as Management and Resident. Management agrees to lease to Resident, and Resident agrees to lease from Management, the residential rental premises identified as Apartment No. **04305** (hereinafter "Premises"), which is a **Efficiency 1 Bath Loft** floor plan and located at the address of **3637 Timberglen Road 04305, Dallas, TX 75287** and has been assigned Mailbox **#04305**. The legal description of your leased unit is as follows: **VILLAS OF TIMBERGLEN VAIL BLK E LOT 2 ACRES 10.00**. Only Resident, and no others, shall occupy the Premises.

PARTIES: "Management" shall refer to GAINES INVESTMENT TRUST, which is the agent for **Timberglen Grantor Trust**, the Owner of the residential rental community known as **Tuscany Square**. "Resident" shall refer to and include **Ogechukwu Ottih**, additional Occupants shall include (If Applicable) : . If there are multiple individuals identified as Residents, they shall jointly and severally liable for this Lease and be collectively referred to as "Resident."

LEASE TERM: The initial term of the lease shall commence on **08/06/2021** and conclude on **08/07/2022**. This lease will automatically continue on a month-to-month basis unless written notice of termination is provided by either party to the other party as described in the State Addendum to this Lease or this Lease is superseded by a new Lease. An additional charge of **\$290.00** per month shall be applicable in addition to any other charges or increases on month-to-month tenancy.

RENT, REFUNDABLE DEPOSITS, AND NON-REFUNDABLE FEES:

<u>MONTHLY RENT</u>		<u>REFUNDABLE DEPOSITS</u>		<u>NON-REFUNDABLE FEES</u>	
Monthly Rent:	<u>\$818.00</u>	Security Deposit:	<u>\$400.00</u>	Administrative Fee:	<u>\$150.00</u>
Storage Rent:	<u>\$0.00</u>	Pet Deposit:	<u>\$0.00</u>	Application Fee:	<u>\$50.00</u>
Pet Rent:	<u>\$0.00</u>			Mail Key Fee:	<u>\$35.00</u>
Landlord Insurance	<u>\$6.00</u>			Pet Fee:	<u>\$0.00</u>
Surcharge (not					
Renter's Insurance):					
Parcel Fee:	<u>\$6.00</u>			Redecoration Fee:	<u>\$0.00</u>
				Gate Remote Fee:	<u>\$50.00</u>
				Other Non-	<u>\$20.00</u>
				refundable Fee:	
Monthly Concession:	<u>(\$0.00)</u>				
Total Monthly Rent:	<u>\$830.00</u>	Total Deposits:	<u>\$400.00</u>	Total Fees:	<u>\$305.00</u>

PRORATED RENT: Rent will be prorated between the first and last month of your lease term based upon your lease commencement and lease expiration dates. For new move-ins; prorated rent, deposits, fees, and any other applicable charges shall be due in the form of a Cashier's Check on or before **08/06/2021**. If your move-in date is after the 26th of the month, your next month's lease charges will also be due on or before your lease commencement date. Residents will not receive access to the apartment prior to providing all necessary information, required documentation, in addition to all amounts due.



REFUNDABLE DEPOSITS: Resident agrees that the refundable deposits shall be as described above. The Total Deposits shall be due from Resident and paid to Management prior to occupancy of the Premises by Resident. These deposits will be refunded to the Resident at the conclusion of Resident's possession of the Premises if the Premises are left in the condition required by this Rental Agreement and/or the attached Community Policies and all monetary obligations due from Resident to Management have been paid in full. After return of possession, Management will provide Resident with an itemized statement of disposition of the refundable deposits and a refund of any balance of the refundable deposits. Any deposits refunded shall be made via one business check jointly payable to all individuals identified as Resident. The amount of any refund and deductions will be calculated without regard to which Resident paid the Refundable deposits or whose conduct resulted in any deductions. The refundable deposits may not be used in lieu of Rent or other amounts due under this Agreement during the term of the Lease and any continuations after its conclusion date.

CONCESSIONS: A monthly rent concession of **\$0.00** plus a move-in/or other "one-time" concession(s) equal to **\$0.00** has been extended to Resident as an inducement to enter into this Lease. A rent concession, rebate, bonus, or anything of value given as an inducement or incentive to enter into this Agreement is offered contingent upon the satisfactory completion of the entire Lease by Resident. If Resident's tenancy is terminated for any reason prior to the conclusion date of the Lease, including abandonment or eviction, it is agreed that the inducement or incentive previously provided to Resident shall be immediately due and payable as rent. Additionally, if the payment of the Total Monthly Rent and any other sums therewith due is received after the **3rd** of the month, the rent concession for that month shall be forfeited by Resident.

USE OF PREMISES: Resident agrees the Premises are to be for the purpose of a personal and private use. Premises are not for business or commercial use. Exceptions will be made in conjunction with any governing local ordinances or state or Federal statutes where applicable.

PAYMENTS: All payments for sums due will only be accepted in the form of Personal Check, Credit and Debit Cards (on-line only), ACH Payment or Cashier's Check. Money Orders will not be accepted for payment.

FAILURE TO MAKE ALL PAYMENTS DUE BEFORE THE COMMENCEMENT DATE: No later than the commencement of the term of this Lease, Resident shall pay all refundable deposits, non-refundable fees, and the Prorated Rent (or, if no Prorated Rent then the Total Monthly Rent). In the sole discretion of Management, if initial amounts due are not received on or before the specified due date, Resident shall be deemed to have cancelled the lease and Management shall have no obligation to provide possession of the Premises. Any moneys previously paid to Management shall be retained by Management as partial liquidation damages. Pursuant to State and Federal Regulations, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a reporting agency if you fail to fulfill the terms of your rental/credit obligations or if you default in those obligations in any way.

NO RELEASE: Resident will not be released from the Agreement on the grounds of voluntary or involuntary school withdrawal or transfer, business transfer, layoff or termination, marriage, divorce, marriage reconciliation, loss of co-Residents, bad health, or any other reason unless Management consents in writing, the "Military – Early Termination" section applies, or as required by local ordinance or state statute. Management may grant or withhold consent to a release at its sole discretion.

DELIVERY OF POSSESSION: In the event possession cannot be delivered on the stated commencement date, the resident shall be entitled to a per diem deduction for the time in which possession cannot be delivered. Delay of possession shall not void the Lease.

EARLY TERMINATION – MILITARY: Members of the uniformed service branches of the United States of America (Army, Air Force, Navy, Marine Corps, and Coast Guard, plus the uniformed officers of the National Oceanic and Atmospheric Administration and Public Health Service) may terminate this Lease under the Service members Civil Relief Act, 50A U.S.C. §§ 501 et seq., in the event of enlistment, deployment of no fewer than 180 days in length, permanent change of duty station, or retirement from the service. You may also terminate the Lease if you are a member of the National Guard called to active duty for more than thirty (30) days in response to a National Emergency declared by the President of the United States and for which Resident's unit was nationalized.

Resident must provide Management with written notice of termination, and the termination date must be no fewer than thirty (30) days from the date of the notice. Proof to establish that Resident qualifies for this limited exception may consist of any official military orders, or any notification, certification, or verification from the Service Member's commanding officer regarding the service member's current or future military duty status. Orders to report to base housing do not constitute qualifying orders. After your move-out, Management will return your refundable deposits, less lawful deductions.



NO ASSIGNMENT, SUBLETTING AND TRANSFER BY RESIDENT: Resident's interest in the unit and this Lease/Rental Agreement may not be assigned, sublet or otherwise transferred. Resident may not advertise the unit (or any portion of it) on HomeAway, VRBO, Airbnb, FlipKey, Couchsurfing, Craigslist, or any other advertisement or listing service. Any assignment, subletting or transfer (whether by voluntary act, operation of law, or otherwise), will be void, and a violation of this Lease/Rental Agreement.

UNAUTHORIZED OCCUPANTS: Resident shall promptly inform management of any new persons residing in the Premises, which are not named herein. Resident understands that any persons not named on this Lease Agreement who lives in the Premises more than 14 nonconsecutive days without written permission from Management is considered an unauthorized occupant and Resident shall be deemed to be in breach of the Lease. The unauthorized occupant may be added to the Lease if (1) the occupant qualifies under the criteria set forth by Management, (2) occupancy standards for the size and type of Premises unit have not been exceeded, and (3) Management consents to the addition. Resident may have overnight guests for no more than 7 nights in any month, and no more than two overnight guests at a time unless Management provides specific approval.

MOVE IN/MOVE OUT CONDITIONS

CONDITION OF INITIAL OCCUPANCY: Resident states to have examined the Premises and has received it in good order and repair except as otherwise specified on the Move-in Inspection Form provided by the Management to the Resident. No representation as to the condition or repair of the Premises has been made by Management or its agents prior to or at the execution of the Rental Agreement, other than those expressed on the Move-in Inspection Form and this Rental Agreement. It is understood the Resident must use customary diligence in maintaining the Premises and not damaging or littering in common areas.

PROPERTY DAMAGE: Resident agrees that if Premises are not returned in the same condition as received (as stated on Move In/Move Out Inspection Form), less ordinary wear and tear, Resident will be responsible for cleaning charges in addition to any damages or repairs. Please refer to move-out cost schedule. Any property remaining after move out may be stored by the Management at an additional cost to resident, disposed of, or remedied by any other prescription available to the Management in accordance with state regulations and local regulations. It is strongly suggested that Residents request an initial inspection prior to move out.

ALTERATIONS: Resident agrees neither to paint, attach, use any nails, screws, or apply other fasteners into any wall, ceiling, floor or woodwork, nor to alter or remove any part of the Premises equipment or fixtures without the prior consent of the Management. Resident shall not make or permit to be made any alterations, additions or attachments to the Premises or any part thereof including, but not limited to the balcony or overhang, or change or add any lock, without prior written consent of Management. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Management's property except as authorized by the Management in writing. No water furniture, antennae, additional phone or TV cable outlets, alarm systems, or lock changes, additions or rekeying shall be permitted except as required by law or by the Management's prior written consent. The Resident shall not disable, disconnect, alter or remove the Management's property, including locking devices, alarm system, smoke detectors, appliances, furniture or screens. Resident acknowledges that the Management has no obligation to furnish light bulbs for fixtures furnished by Management; Resident shall be responsible for furnishing all light bulbs for such fixtures. When moving out, Resident shall surrender the Premises in the same condition as when received, reasonable wear and tear excepted. Furthermore, Resident agrees to notify Management immediately if the need for repair to any part of the Premises becomes apparent.

CLEANING CHARGES: Resident must follow move-out cleaning instructions. If the Premises are not cleaned adequately, Resident will be liable for reasonable cleaning charges--including charges for cleaning carpets, draperies, furniture, walls, etc. that are damaged beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse). If Resident does not complete the cleaning requirements, charges may be assessed accordingly. Management will determine in its absolute discretion whether or not an additional charge for the removal of strong or offensive odors (including but not limited to odors caused by smoke, pets, cooking or other) from the Premises, applicable charges will be deducted from the refundable deposits. An itemized receipt of charges will be provided to the Resident. Resident agrees to pay any unpaid charges or amounts due at the time of move-out. Resident must thoroughly clean the Premises, 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 the Premises are not cleaned adequately, Resident will be liable for reasonable cleaning charges--including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (i.e., wear or soiling that occurs without negligence, carelessness, accident, or abuse).

MOVE OUT INSPECTION: Management will provide written notice for Resident to elect pre-move out inspection. The purpose of



this inspection is to allow Resident the opportunity to identify and correct any deficiencies in the Premises in order to avoid Refundable deposits deductions. Resident should meet with a site representative for a move-out inspection. The representative has no authority to bind or limit deductions for repairs, damages, or charges. Any statements or estimates by Management or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. If notified of any defects, Management can complete an initial inspection of the Premises within 48 forty eight hours to establish any charges for damages that can be prevented from being deducted from the Residents deposit or otherwise charged to the Resident. A later inspection is available after the preliminary inspection and can prevent charges or deductions that are due. Furthermore, Management will schedule a final inspection with Resident at Resident's Request. If any deductions or charges are due, Management shall provide an itemized statement specifying repairs or charges.

VACATING PROCEDURE: Resident must vacate the Premises upon the termination of this Rental Agreement if it is not renewed, or continued by mutual consent of both parties on a month-to-month basis; leaving the Premises in the same condition as upon initial occupancy, normal wear and tear expected, and deliver keys to said Premises to the Management. Resident is hereby notified that they may be present during the Move-out Inspection if written request is made by the Resident to the Management. At termination of this Agreement, Resident must provide Management all keys and other opening devices to the Premises; this includes any common area keys and access devices. Additionally, Resident must vacate all parking and storage spaces. At termination of the tenancy, Management reserves the right to remove any modifications, at Residents expense.

FAILURE TO VACATE: If Resident fails to vacate the Premises at the agreed upon date, Resident will be liable for all resulting losses suffered by Management including, but not limited to, future resident losses.

UTILITIES: Utility services shall be provided directly from the utility provider or, at the sole discretion of Management, on a sub metering, square footage, or other allocation basis. Reference the utility addendum for detailed terms, conditions and methodology. Billing statements provided by Management or by third party billing service must be paid by the due date specified on the billing statement. Resident must make payment in full within date provided by each bill. Late fees will be assessed to Residents who fail to pay on time. If Resident fails to pay by the due date, Resident agrees that all charges and fees shall be considered additional (unpaid) rent and a breach of contract under the terms of the Lease. Each utility bill shall be calculated pursuant to an allocation formula stated on the utility addendum. Management reserves the right to modify the method by which utilities are provided to the Premises or billed. Resident may not disturb, tamper, adjust, or disconnect any sub-metering device or system. Consumption may be estimated if a sub-meter is broken or does not transmit a meter reading. Utilities may be used only for normal household purposes and must not be wasted.

If there is a delay in transfer of third party utility service prior to commencement of this agreement or cause lapse in Resident being named prior to move out, Resident will incur a fee for each violation, plus the actual or estimated cost of the utilities used while the utility should have been connected. Resident agrees to pay all charges assessed directly by the designated Utility Billing Service if applicable, including a one-time set up charge and a monthly administrative fee. Additionally, Resident is responsible for any fines or charges Management incurred for failure pay charges for utilities. Resident shall not allow any of the utilities to be cut off. Management is not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to Premises. Resident represents that all occupants that will reside in the unit are properly and accurately reflected in the Lease. Resident hereby agrees to notify Management of any change in the number of occupants in the unit.

PARKING

PARKING POLICIES: Rental of the above Premises includes the assigned parking area specified below. **Resident agrees to all current and future parking policies set forth by management.** Management may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. If assigned parking is provided, such parking may be altered, modified, or discontinued at Management's sole discretion. Management may adopt a parking arrangement for the community. Management may modify any parking arrangements, and/or elect to assign parking spaces after providing written notice. Motorcycles or motorized bikes may not be parked inside the Premises or on sidewalks, under stairwells, or in other areas where vehicles are not permitted. Resident agrees to keep parking space(s) clean and use only for passenger vehicles in operational condition only; parking spaces are not for storage. Resident authorizes Management to remove any and all articles left unattended in carport or assigned open space. It is Resident's responsibility to clean up immediately any oil spills caused by vehicle. All vehicles must have current registration and tags. Car washing or vehicle repairs are not permitted on the grounds of the Community unless in designated areas. Resident and/or visitors may not park in any space assigned to another Resident or for another purpose. Vehicles must park "head in" only.



Assigned Parking: 089

Garage:

PARKING PERMITS AND TOWING: If a parking permit(s) are issued by Management, the permit must be affixed above the state inspection sticker or in the area designated by Management. If registration is required by Management, unregistered, unauthorized or illegally parked vehicles will be towed at the vehicle owner's expense. Management 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 Premises
- (5) Is in a disabled-use-only space without the legally required insignia or placard
- (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 Premises(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 has been tagged and not removed after notice has been provided in accordance by law.

RECREATIONAL VEHICLES: Recreational vehicles, including but not limited to trailers and boats, may not park on the property without separate written consent from Management. If such written consent is secured, Resident may park such vehicles in areas only where Management so designates.

AUTOMOBILE WASHING:

If permitted on the Property, automobile washing may be done only in designed areas.

Auto Washing: ☐ Allowed ☒ Not Allowed

HEALTH AND SAFETY

MOLD: Resident unless otherwise stated in writing to management, within 48 hours after initial occupancy the Resident Agrees and warrants that the Premises are free of mold and mold related conditions which may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors in the Premises or discoloration or staining in the sheetrock or any wood of the Premises, at any time during Resident's occupancy of the Premises, Resident shall immediately provide written notice to Management of any such condition.

Resident acknowledges that it is Resident's responsibility to assist the Management to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (i) excessive moisture can collect from a wide variety of sources; (ii) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (iii) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident shall be responsible for: (i) promptly reporting to Management any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (ii) keeping all areas of the Premises clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (iii) being attentive to washing machine leaks, overflows or spills; and (iv) maintaining proper ventilation of the Premises and preventing conditions that are conducive to mold growth including controlling humidity and moisture levels in the Premises through proper operation of the air conditioning and



heating systems and plumbing fixtures. To the extent permitted by applicable law, the Management is not responsible for conditions, damages or injuries that result from Residents failure to maintain the Premises in accordance with this provision.

MOISTURE/MOLD PROCEDURES: To minimize the occurrence and growth of moisture/mold in the Premises, Resident hereby agrees to the following:

- A. **MOISTURE ACCUMULATION.** Resident shall remove any visible moisture accumulation in or on the Leased Premises, including walls, windows, floors, ceilings and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.
- B. **PREMISES CLEANLINESS.** Resident shall clean and dust the premises regularly, and shall keep the Premises, particularly kitchen and bath, clean.
- C. **NOTIFICATION OF MANAGEMENT.** Resident shall promptly notify management in writing of the presence of the following conditions:
 - (i) A water leak, excessive moisture, or standing water inside the Leased Premises;
 - (ii) A water leak, excessive moisture, or standing water in any community common area;
 - (iii) Mold growth in or on the Leased Premises.
 - (iv) A malfunction in any part of the heating, air conditioning, or ventilation system in the Leased Premises.

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 of household biocide, such as Lysol Disinfectant® or Pine Sol® Disinfectant. Resident should not clean or apply household biocides to visible mold on porous surfaces such as sheetrock walls or ceilings, or to large areas of visible mold on non- porous surfaces. Instead, notify Management in writing, and management will take the appropriate action in compliance with applicable law.

ASBESTOS: In most dwellings which were built prior to 1981, asbestos was commonly used as a construction material. The Federal Environmental Protection Agency (EPA) has determined that the mere presence of asbestos material does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Resident with acoustical ceiling material or ceiling tiles agrees to report any ceiling leaks to Management promptly.

Management ☐ does or ☒ does not have knowledge of asbestos.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT & LEAD BASED PAINT HAZARDS: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Management must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet in lead poisoning prevention

Presence of lead-based paint or lead-based paint hazards (check one below):

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain):
- ☒ Management has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and Reports available to the Management (check one below):

- ☐ Management has provided the lessee with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing (list documents below):
- ☒ Management has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.



SMOKE-FREE AREAS: The parties want to reduce or eliminate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking, and (iii) the increased risk of fire and insurance costs associated with smoking. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. Resident may not smoke anywhere in the designated smoke-free areas\, described in the Lease Term section. Resident must inform Resident's guests or invitees of the no-smoking policy. Other residents of the Property are third-party beneficiaries of this Agreement provision (your smoke-free obligations and restrictions are made to benefit other Property residents as well as to us.) A resident may sue another resident for an injunction to prohibit smoking or for damages, but not evict another resident. Management will have the right, but not the obligation, to enforce your smoke-free obligations. A material breach of your smoke-free obligations will be a material breach of the Agreement and grounds for immediate termination of this Agreement and your tenancy. Management does not guarantee or warranty the smoke-free condition of the designated smoke-free areas or the health of Resident. Management makes no implied or express warranties that the Premises or Property will have higher air quality standards than any other areas. The success of our efforts to make the designated areas smoke-free is dependent upon voluntary compliance by you and others. Furthermore, Management reserves the right to change or eliminate our smoke-free policy in the future. You acknowledge that current residents may not be under the same smoke-free restrictions.

PREMISES AND COMMON AREA REGULATIONS

COMMON AREA AMENITIES: Because the Premises are part of a multi-family residential complex, various services, equipment, and facilities ("Common Area Amenities") may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Premises, within the Property, that are provided and designated by us for the general non-exclusive use of Property Common Area Amenities may include, but are not limited to, meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are for the exclusive use of Residents and Occupants. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If Management permits guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. Management may restrict Common Area Amenity usage for repairs or renovations. Management may restrict meeting rooms and clubhouse usage for private parties. Do not leave any personal property in Common Areas.

BICYCLES, SKATEBOARDS, SCOOTERS, ROLLERBLADES, AND SKATES: Pedestrians have the right of way on all sidewalks, walkways, and other pedestrian areas throughout the Property. Bicycles, skateboards, scooters, roller blades/skates, and other wheeled apparatus must be used with care, to avoid Property damage, injury, and danger for others. Bicycles should be kept only in Premises or in designated areas (if any) within the Property.

APPLIANCES: Use all appliances in the Premises in a safe manner and only as intended. Do not overload dishwashers and use only detergents made for automatic dishwashers. Turn on cold water before starting the garbage disposal, do not overload the disposal, and do not grind bones or other hard objects, rinds, sticky or stringy foods, or put an excessive volume of material in the garbage disposal. To avoid clogs for which you will be responsible, do not put paper towels, diapers, sanitary napkins, food, baby wipes, cotton swabs, non-flushable clumping kitty litter, or other items that are not meant to be flushed in the toilets, and do not pour grease down the drain. You will be responsible for blockages that you cause. If the apartment does not have a frost-free refrigerator, make certain to defrost the refrigerator when there is approximately one inch of frost. Do not use sharp objects to defrost the freezer. If the Premises are equipped with a washer/dryer, clean the lint filter after every load and periodically inspect the dryer vent duct to ensure it has not become detached, blocked, kinked or crushed. Resident must obtain our written consent before installing any washer, dryer, refrigerator with water dispenser or icemaker. If Management grants consent, it may be granted conditionally. Due to concerns about energy consumption, overloading the existing electrical supply, and damage to the Property, consent for appliance installation may be granted on conditions such as: (i) Resident(s) agreement to allow us to install them (and to pay us the reasonable costs of installation); (ii) the use of specific types of hoses; (iii) maintenance of renter's liability insurance with coverage amounts that Management will specify; (iv) utilization of drip trays and water leak detector/alarms; (v) Resident(s) agreement to compensate us for any losses related to the use or presence of the appliance; and (vi) Resident(s) agreement to pay for additional utilities consumed.

REPAIRS: Resident has a duty to pay for the repair of the following conditions that may occur during the term of this Lease: (a) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Premises; (b) damage to doors, windows, or screens; and (c) damage from windows and doors left open; and (d) any other damages pursuant to this



Lease. Management is 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. Management has no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless otherwise stated, Resident must—for 24 hours a day during freezing weather—(1) keep the Premises heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. Resident will be liable for damage to our and others' property if damage is caused by broken pipes due to Resident violating these requirements. Resident shall notify Management of any maintenance issues in a timely fashion in writing, to prevent any damage or deterioration that could have otherwise been avoided.

REIMBURSEMENT BY RESIDENT: Resident agrees to reimburse Management promptly in the amount of any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, Resident's agents, invitees, family or guests. Resident shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due as additional rent with the next rental payment, or immediately upon demand by Management, whichever occurs first. Management's failure or delay in demanding damage reimbursements, late-payment charges, returned check charges, or other sums due from Resident, shall not be deemed a waiver thereof; and Management may demand the same at any time, including move-out.

LOCKS AND KEYS: If Resident receives an access code, access card, laundry card or entry device, Resident agrees to keep the entry code for personal use. At move in, there is a non-refundable mailbox key fee. If the mailbox key and/or other access device(s) are lost or stolen, an appropriate replacement fee will be charged. Keys, access cards, remotes or any other access device not returned at move out will be charged a replacement fee. Requests for lock changes should be made in writing; locks are only to be changed by Management. An additional fee for lock changes is applicable under most circumstances. Locks changed without the consent of Management will result in additional expenses incurred by Resident.

KEY ACCESS: During business hours Resident may retrieve a key from Management by providing a picture ID. Any keys borrowed from the office must be returned to Management by the close of that same business day. Resident requests for after-hours lockout service from Management shall be at a charge of **\$100.00** if lock out service is offered by Management.

SMOKE DETECTORS: The premises are equipped with a smoke detector and alarm. It is agreed that the responsibilities for maintaining all smoke detectors and alarms are outlined as: It is herewith agreed that each Resident will be responsible for testing the smoke alarm at least once every week by pushing the "PUSH TO TEST" button on the detector for 5 seconds. To be operating properly, the alarm will sound when the button is pushed. If there is no sound, the Resident must inform the office and/or maintenance staff in writing of any deficiencies immediately. It is agreed that the Premises smoke detector was tested by Management at the time of initial occupancy of Resident and was in good working order. The smoke detector will notify you that the battery is low with a "chirping" sound. The resident will be responsible to replace the battery. If after replacing the battery, the smoke detector will not operate, the Resident must inform the office and/or Maintenance Staff in writing immediately.

LAUNDRY FACILITIES: If laundry facilities are available at the Property, the laundry facilities are for the exclusive use by the residents of the Community. Clothes, laundry baskets, and detergents should not be left unattended in the laundry areas. Remove laundry as soon as the machine shuts off and dispose of lint, empty containers, and softening sheets in a trash can. No dye or flammable solutions are permitted to be used inside the machines.

STORAGE: If specified above in the Lease Term section, a separate storage area is provided to Resident. Monthly storage rent is charged for this privilege. Storage space may be used only for storage of non-perishable personal property, expressly excluding (a) any potentially dangerous, flammable, hazardous, or toxic property or materials, and (b) any firearms or ammunition. Management reserves the right to assign to you another storage space with prior notice to you. You must vacate and remove stored property (a) if you do not pay storage fees (if any) when due; (b) after service of any notice allowed by law; and (c) at the earlier of the Termination Date or the date that you vacate the Premises. Unless Management otherwise agrees, the Storage Rent will be due during the entire term of your tenancy. If you do not remove stored property from the storage space when required, the remaining stored property may be deemed abandoned and Management may dispose of it as allowed by law.

BARBEQUE GRILLS: If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with applicable laws set forth by local cities and counties that have adopted codes that prohibit charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of any building or structure. Barbeque grills and other such devices will not be used close to combustible materials, tall grass, weeds, on exterior walls, or on roofs, indoors, on balconies or patios, or in any



other location which may cause fires.

BALCONIES, PATIOS, AND WINDOWS: Resident shall maintain and clean all patios, the Premises and other areas which are reserved for the Resident's private or semi-private use; garbage shall be disposed of only in appropriate receptacles. Residents are not permitted to shake or hang rugs, towels, and clothing from windows. In addition to the foregoing, Resident shall be responsible for keeping the Premises in a good and clean condition, reasonable wear and tear excepted, and shall be liable for and shall pay all costs and expenses for damages to the Premises including, but not limited to, replacing or repairing all broken or damaged furnishings, furniture, fixtures, or damage to walls, ceilings, floors, carpets, doors or windows, regardless whether such damages are caused by Resident or Resident's guests.

FIRE EXTINGUISHERS: If a fire extinguisher has been installed inside the Premises, Resident is responsible for the cost of replacing this fire extinguisher if used or missing. Instructions on how to use the fire extinguisher are listed below and can also be found on the fire extinguisher itself. Remember the phrase "PASS" P- Pull the Pin, A-Aim at the base of the fire, S-Squeeze lever and handle S-Sweep from side to side.

BEHAVIOR OF RESIDENT, HOUSEHOLD MEMBERS AND GUESTS: Resident is responsible for the behavior of all household members and guests. Resident agrees that Resident, Resident's Household Members or Resident's guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful; (ii) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the Community including our agents and employees; (iii) disturb or disrupt the business operations of the Community; (iv) engage in or threaten violence; (v) display nor discharge any weapon in any way; all firearms must be licensed and entirely concealed at all times; (vi) possess, sell or manufacture illegal drugs or drug paraphernalia in the Premises or anywhere else at the property; (vii) operate a business in the Premises or at the property; (viii) bring or store hazardous materials in the Premises or at the property; (ix) be involved in or commit criminal activity, including being arrested for a criminal offense involving actual or potential physical harm to another person or involving possession, manufacture or delivery of a controlled; or (x) make bad faith allegations against Management to others.

RENT/NIGHT DROP: Should the property have a rent/night drop or slot on site, Resident understands that Management/management is not held responsible for any monies deposited in such box. This is used at the Resident's own risk.

RESIDENT POLICIES: The Community Policies, including swimming pool rules, are made a part of this Rental Agreement, as acknowledged and received by Resident. Resident agrees to abide by these Community Policies as they are presently constituted, or as may be modified from time to time. Resident acknowledges receipt of a copy of the Community Policies attached hereto and labeled as Schedule. Any modification of the Community Policies shall be effective and binding upon thirty (30) days written or electronic notice of such modifications is distributed to Resident. It shall also be sufficient notice to Resident if any such modification of the rules and regulations are posted for thirty (30) continuous days in a conspicuous place within the common areas of the Community.

REASONABLE ACCOMMODATIONS: Reasonable accommodations are changes in rules, policies, practices or services that are reasonably necessary to provide a person with a disability an equal opportunity to use and enjoy a dwelling. Any person needing an accommodation should notify the Community Manager that he or she is requesting an accommodation, the request should include nature of the accommodation requested, and a brief explanation of why he/she needs the accommodation. Management requests that accommodation requests be sent in writing, however oral requests will be considered. This request for an accommodation may be made by a person with a disability or by any other person acting on behalf of such person. Management reserves the right to seek verification of a disability and disability related need for the requested accommodation (unless the disability and need are readily apparent). If the disability and disability-related need for the accommodation are verified (or are readily apparent), Management will grant the request unless doing so will impose an undue hardship, including an undue financial or administrative burden, or will substantially change the nature of the program that the property offers. Any person who believes that an accommodation request was improperly denied is encouraged to address those concerns to the Community Manager.

REASONABLE MODIFICATIONS: Reasonable modifications involve physical changes to the premises that are reasonably necessary to provide a person with a disability an equal opportunity to use and enjoy a dwelling or the common areas. No physical changes may be made without the approval of Management. Any person who needs a modification of the dwelling or common areas because of a disability should contact Management. Management requests that you complete a "Request for Modification" form, however oral requests will also be considered. Management reserves the right to seek verification of a disability and disability related need for the requested modification (unless the disability and need are readily apparent). If the disability and disability-related need for the modification are verified (or are readily apparent) Management will grant that request unless doing so will



impose an undue hardship, including an undue financial or administrative burden, or will substantially change the nature of the program that the property offers. The approval of the request will be subject to the requirements outlined in the "Request for Modification to Apartment Home" form, and conditions may include and are not limited to the following: (1) the modification be done at the expense of the tenant; (2) that the modification be performed in a workmanlike manner; and (3) that if the modification will affect a subsequent tenant's use or enjoyment of the premises, that the tenant seeking the modification will agree to restore the unit to its original condition, reasonable wear and tear excepted. Requirements and responsibilities of the Resident may vary due to the nature or extent of the requested modification.

HARASSMENT: Harassment because of race, color, religion, sex, national origin, familial status or disability is a violation of the Fair Housing Act. Any person who believes he/she has been subjected to harassment is encouraged to promptly report the conduct to the Community Manager. No person will be subject to retaliation or other adverse action for reporting such harassment. Management considers harassment a serious offense and will promptly investigate any such reports. Persons who engage in harassment are subject to penalties up to and including termination of tenancy or termination of employment.

ASSISTIVE ANIMALS: Management recognizes that animals that are present to provide assistance to persons with disabilities are not pets and therefore are not subject to size, breed and type limitations applicable to pets. Management further agrees that such assistive animals are not subject to Management's rules regarding pet deposits and pet rent. Owners of service or assistive animals are required to take responsibility for their animals and follow reasonable rules of conduct and are liable for any damages caused to the property or to other persons by their assistive animals. If Resident desires to keep an assistive animal, Resident must contact Management to request an accommodation pursuant to its reasonable accommodation policy. Management requests that all accommodation requests are put in writing, however oral requests will be considered.

CONSTRUCTION: Potential inconveniences associated with construction may occur, it is agreed that the Rent specified in the Rental Agreement is fair and reasonable while construction is taking place. Resident agrees that any inconvenience caused by ongoing construction will not provide an offset to rental obligations, or be the basis for a complaint against us for rent relief, or any other claim, right or remedy against the Management, including constructive eviction. Although an estimated completion date may be specified, there is no guarantee of the actual construction completion date.

TEMPORARY RELOCATION: Resident agrees, at the request of the Management to temporarily vacate the Premises for a reasonable period and for reasonable purpose, including fumigation, testing/inspection, or repairs. Resident must comply with all instructions necessary to prepare the Premises for fumigation, testing/inspection, or repair. If you are required to vacate, you may be entitled only to an abatement of Rent equal to the per diem Rent for the period that you are required to vacate the Premises, and alternate housing is not provided. Furthermore; if Management believes that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to Residents or Occupants, Management may terminate this Lease by providing written notice. Management may also remove personal property if it causes a health or safety hazard. If the Lease is so terminated, Management shall refund prorated rent and all deposits, less lawful deductions.

PETS & ANIMALS: Animals (except for assistive animals) are prohibited, even temporarily, in the Community unless the Management and Resident execute Management's standard form animal addendum. Resident shall not keep or allow any pet in, on or about the premises of the Community without prior written approval from Management and paying any applicable charges or deposits required. Permission for acceptance of a pet is subject to community regulations, breed restrictions, additional charges, and deposits. Resident further assumes full responsibility except for the above mentioned pet's actions and whereabouts at all times.

RULES AND REGULATIONS: Resident and Resident's family and guests shall comply with all rules and regulations now, or hereafter, promulgated by Management, including, and without limitation, the printed rules and regulations attached hereto and incorporated herein by reference for all Premises. The rules and regulations attached hereto may be amended at any time during the terms of this Lease as provided by Law. Resident covenants to obey all laws and ordinances applicable to the Premises and to engage in no activities in or on the Premises, or the common grounds of the Premises of an illegal nature, purpose, or intent. Resident further covenants that his family, agents, invitees, or guests shall never be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and convenience of other residents, or injure the reputation of Management by making bad faith allegations against Management to others. Resident covenants that Resident's family and guests will comply with all requirements of this paragraph of the Lease and that any violation by such persons shall be deemed a breach and default by Resident. Resident shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now enforced, or which may hereafter be enforced, pertaining to the use of the Premises. Resident shall show consideration for neighbors and not interfere with other



Residents' quiet enjoyment. Management shall be sole judge of acceptable conduct.

ADDITIONAL TERMS

REIMBURSEMENT BY RESIDENT: Resident agrees to reimburse Management promptly in the amount of any loss, property damage, or cost of repairs or service (including plumbing trouble) cause by negligence or improper use by Resident, Resident's agents, invitees, family or guests. Resident shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due as additional rent with the next rental payment, or immediately upon demand by Management, whichever occurs first. Management's failure or delay in demanding damage reimbursements, late-payment charges, returned check charges, or other sums due from Resident, shall not be deemed a waiver thereof; and Management may demand the same at any time, including move-out.

LIABILITY INSURANCE: **RESIDENTS ARE REQUIRED TO PURCHASE A RENTERS INSURANCE POLICY AND MAINTAIN MINIMUM LIABILITY COVERAGE OF \$300,000** with a deductible of no more than \$500.00. Residents are responsible for obtaining fire, flood, extended coverage, and liability insurance with respect to the contents of the Premises. Resident understands that the Managements policy does not cover Resident's belongings from losses. **Management will NOT be liable for any damages or personal items in the Premises except where required by law.** Management does not insure or protect Resident's personal property. It is strongly advised that Residents select coverage exceeding the minimum liability required. Neither Management nor Management's managing agent shall be liable to Resident or Resident's guests for any damage, injury or loss to person or property caused by other persons, including, but not limited to, theft, burglary, assault, vandalism or other crimes. Neither Management nor Management's managing agent shall be liable to Resident or Resident's guests for any damage, injury or loss to person or property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury or loss is caused exclusively by the negligence of Management. Repair requests for smoke detectors, locks or latches must be in writing. Resident agrees to remit \$6 each month with their monthly rent payment to be used to offset the Landlord's increased cost to secure property insurance for this residential rental community, and to be prorated between the first and last month of your lease term based upon your lease commencement and lease expiration dates.

INDEMNIFICATION: Management shall not be liable for any damage or injury to the Residents, persons, or to any property, occurring on the Premises or any part thereof, or in the common areas thereof, with the exception of gross negligence. All damages caused by resident will be charged to residents accordingly. Resident is encouraged to purchase extended Insurance coverage for personal property. Resident agrees to hold Management harmless for any damage to the Resident's property or of others, which may be caused by accident, natural disaster/occurrence, or circumstance other than gross negligence by Management.

WAIVER: Failure of Management to insist upon strict compliance with the terms of this Lease shall not constitute a waiver of Management's rights to act on any violation. The acceptance of rent with notice, actual or implied, or any other default by Resident in the performance of this Lease, shall not be deemed a waiver of Management's right to enforce such duty of performance. No action or omission by Management will be considered a waiver of Managements 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 is not 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 Management constitutes notice to or from Management. Any person giving a notice under this Lease 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.

ATTORNEYS FEES: If any action is brought to enforce any provision of this Lease, or in any action involving issues arising from or relating to this Lease and Resident's tenancy there under, the prevailing party shall be entitled to recover its court costs and reasonable attorneys' fees.

ESTOPPEL CERTIFICATE: Resident agrees within five (5) days of Management/Managements request, Resident must execute and deliver to us a written statement certifying that this Agreement is unmodified and in full force and effect (or if modified, describing the modification). Any prospective or actual property purchaser may rely upon your written statement. Should Resident fail to deliver a statement within the specified time, it will be conclusively presumed that (1) this Agreement is unmodified and in full force and effect, except as otherwise indicated, (2) there are no uncured defaults in our performance, and (3) any other details specified



by us originally requested of you.

SUCCESSORS: The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Management and Resident and their respective heirs, executors, administrator, personal representatives, successors.

SEVERABILITY: If any provision of this Lease is invalid under applicable law, such provisions shall be ineffective to the extent of such invalidity only, without invalidating the remainder of this Lease.

REMEDIES CUMULATIVE: All remedies under this Lease or by law or equity shall be cumulative.

COLLECTIONS: Resident understands and acknowledges liability for all cost and/or fees associated with collection of any outstanding balances due to Management after move out. Resident has been notified that a negative credit report reflecting on their credit record may be submitted to a reporting agency for failure to fulfill terms of this agreement. Additionally, any outstanding balances may be turned over to a collections agent or third party. Resident understands and agrees to collection fees on any outstanding balances due after move out that are turned over to a collection agency.

RESIDENT SAFETY: It is a fact that no security measures can provide protection against crime at every location at every moment of the day or night and even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by criminals. Therefore, Residents and occupants should not rely on such systems and should always proceed on the assumption that no security system exists. Residents and occupants should make no other assumptions regarding security. The best safety measures are those precautions that can be performed as a matter of common sense and habit. Protecting Residents, their families, occupants, guests and invitees from crime is the sole responsibility of Residents, occupants, and law enforcement agencies.

SECURITY: Management does not promise, warrant, or guarantee the safety of Residents, Occupants, Guests, Invitees or their personal property against the criminal actions of other Residents or third parties. (For purposes of this security policy, "Management" includes Management, Management, and other like defined terms as well as Management's property management company, on-site manager and other representatives).

COURTESY PATROL: If courtesy patrol, security systems, security devices, walk-through/drive-through guards or patrol is utilized at the community, no representation is made that they will prevent injury, theft or vandalism. Companies or individuals walking or driving the Premises on behalf of Management are independent contractors and have no greater authority under the law to restrain or arrest criminals or to prevent crime than the ordinary citizen. Therefore, Management does not warrant that any security systems, security devices, services, or persons at this Community will discourage or prevent breaches or eliminate any security system, security devices or services (other than those statutorily required) at any time; and such action shall not be a breach of any obligation or warranty on the part of Management. Management's sole responsibility with respect to any existing security system, security devices or services is to use ordinary care in maintaining such security system, security device or service. "Neighborhood Crime Watch" signs, if any, do not imply safety or security.

ALARMS: Management represents and Resident acknowledges that Management is not equipped or trained to provide personal security services to Resident or Resident's guests. Resident recognizes that no security devices or measures on the property are fail-safe or designed to provide Resident with personal security of any type whatsoever. Resident further acknowledges that an intrusion alarm, (if applicable) is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Any charges resulting from the use of the intrusion alarm, if any, will be charged to Resident, including but not limited to any false alarms with police/fire/ambulance response or other required city charges. Resident represents that Resident will not rely upon any security measures taken by Management, including the alarm, for Resident's personal security; and Resident will call the local law enforcement authority in the event of any security needs and will call 911 or any other applicable emergency number in the event of an emergency. Resident understands and agrees that Management shall not provide and shall have no duty to provide any security, alarm or courtesy patrol services to Resident or the community. Management is not liable for failure to provide security services or for criminal or wrongful actions by others against Resident or Resident's guests.

PACKAGE RELEASE: Resident authorizes Management to receive packages on my behalf, as a convenience to me, and agrees that management and staff under management signs for packages as a courtesy. In the event of theft or damage the package signer and Management is not responsible. Parcels left in the office longer than 14 days may be returned.

NOTICES: Notice for any reason under this Lease shall be proper if given by any method allowed by applicable law or, to the extent allowed by law, by first class mail, certified mail, return receipt requested, overnight delivery, fax or by hand delivery to Resident at



the Premises. Unless otherwise provided by law, notice for all purposes, shall be considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery, faxed or hand delivered to Resident at the Premises.


INTEGRATION CLAUSE: No oral promises, representations or agreements have been made by Management or any Management's representative. This Lease is the entire agreement between Resident and Management. Provided, however, in the event that Resident has signed an addendum as part of this Lease or any prior Lease with the Management, such addendum shall be deemed to be a part of this Lease. Management's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and have no authority to make promises, representations, or agreements that impose security duties or other obligations on Management or Management's representatives unless in writing.

REPRESENTATIONS: Resident warrants that all statements provided on rental application and other documents submitted to Management (whether previously or in the future) are accurate. Any false statements shall constitute a non-curable breach of this Agreement and your tenancy may be terminated.

ATTACHMENTS: We will provide you with a copy of the Lease including all addendums and attachments thereto as required by statute. This may be in a paper format, in an electronic format, or by e-mail if we have communicated by email about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy.

ACKNOWLEDGEMENT BY RESIDENT(S): A facsimile or electronic signature on this lease and all of its addendum and attachments is as binding as an original signature. Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to receive a copy of this Lease after it is fully signed. Keep it in a safe place. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations. Resident acknowledges that the Lease between Management and Resident contains the entire Lease and Addenda. Resident agrees to live within the spirit and the letter of this Rental Agreement:

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

	_____	_____	_____
Ogechukwu Ottih	Date		Date
_____	_____	_____	_____
	Date		Date
Guarantor Signature	Date	Guarantor Signature	Date
Authorized Agent for "Management" and Management:			

RESIDENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS LEASE

Initials: OO / _____ / _____ / _____



STATE ADDENDUM TO LEASE: TEXAS

CONTRACTUAL LIEN AND ABANDONMENT: ALL PERSONAL PROPERTY OF RESIDENT IN THE PREMISES (EXCEPT PROPERTY STATUTORILY EXEMPT BY SECTION 54.042 OF THE TEXAS PROPERTY CODE) IS SUBJECT TO A CONTRACTUAL LIEN TO SECURE PAYMENT OF DELINQUENT RENT. IN ORDER TO EXERCISE CONTRACTUAL LIEN RIGHTS, OWNER'S REPRESENTATIVES MAY PEACEFULLY ENTER THE PREMISES (AND ANY STOREROOMS) AND REMOVE AND STORE ALL SUCH PROPERTY; PROVIDED, HOWEVER, WRITTEN NOTICE OF ENTRY MUST BE LEFT AFTERWARD IN THE PREMISES IN A CONSPICUOUS PLACE, ALONG WITH A LIST OF ITEMS REMOVED. If Resident is absent from the Premises for five (5) consecutive days, during the term of this Lease, while all or any portion of the Rent is delinquent, the Premises shall be deemed abandoned. All personal property in abandoned Premises shall also be deemed to be abandoned. Owner shall have the right to dispose of all abandoned personal property by throwing the property out, giving the property to charity or by selling the property in accordance with the procedures set forth below. Owner shall impose reasonable charges for storing such abandoned or seized property, and may sell same at public or private sale (subject to any recorded chattel mortgage) after 10 days written notice of time and place of same is sent certified mail, return receipt requested, to the Resident at the address of the Premises or at any forwarding address given by Resident to Owner in writing. Sale shall be to the highest cash bidder; proceeds shall be first credited to cost of sale and then indebtedness; and surplus, if any, shall be mailed to Resident at the above address.

RELETTING CHARGE: YOU WILL BE LIABLE FOR RELETTING CHARGE OF \$669.80 (NOT TO EXCEED 85% OF THE HIGHEST MONTHLY RENT DURING THE LEASE TERM) IF YOU:

- (1) FAIL TO MOVE IN, OR FAIL TO GIVE WRITTEN MOVE-OUT NOTICE AS REQUIRED; OR
- (2) MOVE OUT WITHOUT PAYING RENT IN FULL FOR THE ENTIRE LEASE TERM OR RENEWAL PERIOD; OR
- (3) MOVE OUT AT OUR DEMAND BECAUSE OF YOUR DEFAULT; OR
- (4) ARE JUDICIALLY EVICTED.

NOT A RELEASE: THE RELETTING CHARGE IS NOT A CANCELLATION OR BUYOUT FEE; THE RELETTING CHARGE 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.

EARLY TERMINATION: Resident may elect to terminate the lease agreement prior to the lease expiration date and prevent potential liability for nonpayment of rents due throughout the remainder of the lease by complying with the requirements stated below to exercise the early termination option:

- A. Resident must provide Management with written notice of Early Termination at least 60 days prior to the date of termination;
- B. The 60 day notice must be accompanied by an Early Termination settlement equivalent to TWO MONTHS MARKET RENT,
- C. In addition to repayment of any concessions received throughout the lease term

ANY AMOUNTS OWED BY RESIDENT FOR DELINQUENT RENTS, REPAYMENT OF CONCESSION FORFEIT, AND DUE UNDER THE EARLY TERMINATION SETTLEMENT MUST BE PAID AT THE TIME OF NOTICE IN ORDER FOR THE NOTICE TO BE VALID. IN CONJUNCTION WITH THE EARLY TERMINATION FEE AND CONCESSIONS ARE DUE AT THE TIME WRITTEN NOTICE IS RECEIVED. FAILURE TO PROVIDE PAYMENT WILL VOID THE WRITTEN NOTICE TO VACATE.



DEATH OF A SOLE RESIDENT: If a tenant is considered the sole Resident and is no longer living during the lease term, the Lease may be terminated without penalty by an authorized representative of the Resident's estate by providing a 30 days' written notice to Management. The sole Residents 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. The sole Residents estate shall also be held liable for all charges and damages to the Residence until it is vacated, and any removal and storage costs.

CAUSE FOR RELEASE: Unless the Resident is entitled to terminate this Lease under Military Release or applicable law, Resident shall not be released from this Lease 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 in certain situations involving family violence, certain sexual offenses or stalking.

LATE CHARGES: Resident 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 by certified or cashier's check, or one monthly check rather than multiple checks. If all sums due for rent are not received on or before the **3rd** day of the month, a late charge equivalent to **10%** of the total monthly rent will be due in addition to all other sums owed.

SECURITY DEPOSIT TERMS: Upon execution of this Lease, Resident will pay a security deposit to Owner in the amount of **\$400.00** "Security deposit" has the meaning assigned to that term in §92.102 of the Texas Property Code. No interest will be paid to Resident on the security deposit. Owner may place the security deposit in an interest bearing account and any interest earned will be paid to Owner or Owner's representative. Notice: §92.108 of the Texas Property Code provide that Resident may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent. Bad faith violations of §92.108 may subject Resident to liability up to three times the rent wrongfully withheld and the Owner's reasonable attorney's fees.

REMOTE CHARGES AND DEPOSITS (IF APPLICABLE): The following charges will be associated with gate remotes: A onetime nonrefundable charge will be due at move-in in the amount of **\$50.00**; additional remotes are subject to availability for an additional onetime nonrefundable charge of **\$50.00** (per remote). If remotes are lost, stolen or damaged, a replacement fee of **\$50.00** shall apply.

SECURITY DEPOSIT REFUND: Subchapter C of Chapter 92 of the Texas Property Code governs the obligations of the parties regarding the security deposit. Resident must give Owner written notice of surrender as required by this Lease before Owner is obligated to refund or account for the security deposit. Notice: The Texas Property Code does not obligate Owner to return or account for the security deposit until 30 days after Resident surrenders the Property (vacating and returning all keys and access devices) and gives Owner a written statement of Resident's forwarding address.

COLLECTIONS: Owner may report unpaid amounts to credit agencies. If Resident is in default and the lease is terminated early, Resident shall be responsible for any amounts due to the Owner. including but not limited to stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Upon Residents default, Owner shall have all other legal remedies, including Lease 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 attorneys' fees and all other litigation costs from the non-prevailing parties, except a party may not recover attorneys' fees and litigation costs in connection with a party's claims seeking personal injury, sentimental, exemplary or punitive damages. Owner may recover attorney's fees in connection with enforcing Owners rights under this Lease. Resident agrees that late charges are liquidated damages and a reasonable estimate of such damages for Owners time, inconvenience, and overhead associated with collecting late rent (but is not for attorneys' fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from due date, compounded annually. Resident must pay all collection-agency fees if Resident has failed to pay all sums due within 10 days after Owner has provided a letter demanding payment and stating that collection agency fees will be added if Resident has not paid all sums due by the deadline stated.

OTHER REMEDIES: Owner may report unpaid amounts to credit agencies. If Resident defaults, Resident shall be required to pay Owner any amounts stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Upon Residents default, Owner and Management have all other legal remedies, including Lease 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 attorneys' fees and all other litigation costs from the non-prevailing parties, except a party may not recover attorneys' fees and litigation costs in connection with a party's claims seeking personal injury, sentimental, exemplary or punitive damages. Owner may recover attorney's fees in connection with enforcing rights under this Lease. Resident agrees that late charges are liquidated damages and a reasonable estimate of such damages for Owners time, inconvenience, and overhead associated with collecting late rent (but is not for attorneys' fees and litigation costs). All unpaid amounts owed, including judgments, bear 18% interest per year from due date, compounded annually. Resident must pay all collection-agency fees should Resident fail to pay all sums due within 10 days after Owner has provided a letter demanding payment and stating that collection agency fees will be added if all sums are not paid by the deadline stated. You will be liable for charges related to delivery of notices for lease violations or unpaid rent (not to exceed \$100 per occurrence).

FAILURE TO PAY FIRST MONTHS RENT: If Resident fails to pay the first month's rent when or before the Lease begins, all future rent may be accelerated without notice and immediately due. In addition Owner may end Residents right of occupancy and recover damages, future rent, reletting charges, attorneys' fees, court costs, and other lawful charges. Owner's rights, remedies, and duties under default apply to acceleration under this paragraph.

NON-SUFFICIENT FUNDS/DECLINED PAYMENT FEE: If Resident fails to have sufficient funds available to support a transaction drawn upon an account (e.g., bounced check, rejected ACH transaction) or should Resident stop payment upon or issue a cancellation of such a transaction after it has been tendered to Management, Resident agrees to pay to Management a fee for the rejected transaction. Resident is notified that the expected Fee for such an event will be **\$125.00**.

CONCESSION REPAYMENT (If Applicable): If the Lease terms are not fulfilled by the Resident, the total amount of all concessions received shall be due immediately and considered RENT. This will be in addition to any other termination amount, fees, or other applicable costs stated in the Lease Agreement. Resident understands and acknowledges liability for concession repayment, in addition to any other amounts or fees owed if the Lease Agreement is not fulfilled. Resident understands and acknowledges liability for concession repayment, in addition to any other amounts or fees owed if the Lease Agreement is not fulfilled. Resident understands and acknowledges liability for concession repayment, in addition to any other amounts or fees owed if the Lease Agreement is not fulfilled.

ACCELERATION: All monthly rent for the rest of the Lease term or renewal period may be accelerated, at our discretion, and be immediately due and delinquent if, without Owners written consent: (1) Resident moves out, removes property in preparing to move out, or give oral or written notice (by Resident or Co-Resident) of intent to move out before the Lease term or renewal period ends; and (2) Resident has not paid all rent for the entire Lease term or renewal period. Such conduct is considered defaults for which Owner need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you have defaulted. Acceleration is subject to Owners mitigation obligations below.

MOVEOUT NOTICE AND PROCEDURE: Residents must provide Management with advance written notice prior to move out. Resident's move-out notice will not constitute a release of liability for the full term of the Lease or renewal term. Resident shall continue to be liable for the entire Lease term should resident move out early unless under the circumstance of exercising a legal right of termination under this lease or applicable law. **MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- a) Management must receive written notice of Residents intent to move out at least 60 days prior to the move-out date, even if the Lease has become a month-to-month lease. If a move-out notice is received on the first, the notice shall be deemed sufficient for move-out on the last day of the month of intended move-out, provided that all other requirements below are met:
- b) Move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate this Lease.
- c) Your move-out notice must not terminate the Lease sooner than the end of the Lease term or renewal period.

NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Owner recommends you use our written move-out form to ensure you provide the information needed. Resident must obtain written acknowledgement Management has received the move-out notice. Should Management terminate the Lease, Management shall provide the same advance notice—unless you are in default.



The move-out date can't be changed unless Management and Resident both agree in writing. Resident is in default if move out occurs prior to the Lease term or renewal period end date, unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent as stated in the acceleration clause above. Resident shall not stay beyond the date scheduled for move out. All Residents, guests, and occupants must surrender or abandon the apartment before the 30-day period for deposit refund begins. Resident must provide Owner and the U.S. Postal Service, in writing, each resident's forwarding address.

Residents 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 not cleaned adequately, Resident shall 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).

You should meet with a Management representative for a move-out inspection. The Representative has no authority to bind or limit deductions for repairs, damages, or charges. Any statements or estimates by Management or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

ENTRY: Owner shall have the right to enter the Premises for any reasonable business purpose during reasonable business hours. No prior notice or appointment is required; however, if Resident is not present, Owner shall leave written notice of entry in a conspicuous place in the apartment immediately after the entry.

RENT INCREASE AND LEASE CHANGES: No rent increases or Lease changes are allowed before the initial Lease term ends, except for changes allowed by any special provisions in estoppels, by a written addendum or amendment signed Resident and Management. Unless acceptable notice is given by Resident or Management, this lease will automatically continue on a month-to-month basis with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without necessity of your signature).

HOLDOVER: Resident, occupants, invitee, or guests must not hold over beyond the date stated on the move-out notice, if the apartment is occupied beyond the agreed upon written date, this will be considered a holdover. If a holdover occurs, the following terms will apply: (1) holdover rent will become 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) Resident shall be liable to Owner (subject to our mitigation duties) for all rent for the full term of the previously signed lease of a new resident who cannot occupy because of the holdover; and (4) at the Owners option, Management may extend the lease term—for up to one month from the date of notice of Lease extension by delivering written notice to Resident while holdover is continued.

ANIMALS: Animals (except for assistive animals) are prohibited, even temporarily, in the apartment community unless the Owner and Resident execute Owner's standard form animal addendum. If you violate the animal restrictions of this paragraph or other animal rules, you will 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 will also have all other remedies for such violation.

EVICTIION: Should Resident default or holdover, Owner may end the Residents right of occupancy by delivering 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 does not release Resident from liability for future rent or other Lease obligations. After providing notice to vacate or filing an eviction suit, Owner may elect to accept rent or other sums due; the filing or acceptance does not waive or diminish Owner's right of eviction, or any other contractual or statutory right. Accepting money at any time does not waive Owners right to damages; past or future rent or other sums; or to continue with eviction proceedings.

AIR CONDITIONING & UTILITIES: Owner 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, Resident must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, Resident must notify Owner as soon as possible on a business day. Management will 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.

SECURITY DEVICES: Texas law requires, with some exceptions, that we must provide at no cost to Resident when occupancy begins: (1) a window latch on each window; (2) a door viewer (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 move outs. The rekeying will be done either before you move in or within 7 days after you move in, as required. If Owner fails to install or rekey security devices as required by law, Resident has the right to do so and deduct reasonable cost from the next rent payment under Section 92.165(1), Texas Property Code.

Subject to some limitations, under Texas law Resident may at any time ask Management to: (1) install one keyed deadbolt lock on an exterior door if not available; (2) install a security bar on a sliding glass door if it does not currently equipped; and (3) change or rekey locks or latches. Owner shall comply with the request. However Resident must pay applicable cost associated with the request. Subject to statutory restrictions on what security devices Resident may request, Resident is now requesting us to install or change at your expense:

Owner will pay for missing security devices that are required by statute. Resident 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. Resident shall also pay for additional or changed security devices you request, in advance or afterward, at Managements option.

Ogechukwu Ottih

Date

Date

Date

Date

Guarantor Signature

Date

Guarantor Signature

Date

Authorized Agent for "Management" and Management:



TEXAS UTILITY BILLING AND ALLOCATION ADDENDUM

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Water	Owner	Yes	Allocated based upon 50% Sq. Footage and 50% Occupancy	Irrigation is separately metered and not charged to resident. Other common areas are not separately metered and a deduction of 5% for estimated common area charges is made before calculating Resident's bill
Sewer	Owner	Yes	Allocated based upon 50% Sq. Footage and 50% Occupancy	Are not separately metered and a deduction of 5% for estimated common area charges is made before calculating Resident's bill
Trash/Recycling	Owner	Yes	Allocated based upon a per unit allocation method	Resident will pay a pro-rata share of the utilities consumed in common areas.
Gas	Not Applicable	No	N/A	N/A
Hot Water Energy	Not Applicable	No	N/A	N/A
Pest	Owner	Yes	Allocated based upon a per unit allocation method	Resident will pay a pro-rata share of the utilities consumed in common areas.
Electricity	Resident	Yes	Direct billing from Utility Provider	Are separately metered and are not charged to Resident.

The following Statements in Paragraphs A-G are applicable to all utility charges billed to Residents.

- A. Addendum:** This addendum is in addition to the Lease Contract for Apartment #04305 .Your monthly rent under the lease contract does not include a charge for water, wastewater, stormwater/drainage, pest control, or trash. Instead, you will be receiving a separate bill from us each month for those costs. We will allocate the monthly master bill(s) for the apartment community based on an allocation methods approved by the PUC. A nominal administrative fee of \$2.75 per month will be added to your bill for processing and billing. A fee of \$0.00 per month will be added to your bill for processing and billing of gas if applicable to your apartment community.
- B. Conservation:** The reason for allocating water, wastewater, and or stormwater/drainage is when the water is paid by the property owners in full; Residents have no incentive to conserve utilities. Allocation methods are in place to encourage Residents to conserve natural resources. When Residents do not conserve this leads to higher rents. As owners, we also have incentive to conserve water because we are required by law to pay a portion of the total water bills for the entire apartment community. Governmental entities impose fees to help pay for the cost of maintaining the infrastructure needed to prevent flooding and lessen the impact of pollution on our water system. These fees can be significant. Our property has chosen to allocate this fee so residents are more aware of the true costs associated with this fee and so it is not necessary to raise rents to keep pace with the fee increases.
- C. Payment Due Date:** Payment of your allocated utility bill is due 16 days after the date it is postmarked. 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 (5%) of your water/wastewater bill if we do not receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies including eviction.



- D. Common Area Deductions:** We calculate your allocated share of the utility bill according to PUC rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules. We will also deduct for any utility company base charges and customer service charges to reflect vacant units. No administrative or other fees will be added to the total master meter water/wastewater bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fee that you incur.
- E. PUC Rules and Regulations:** Water allocation billing is regulated by the Texas Public Utilities Commission (PUC). You will find a summary or a copy of these rules attached in your Rental Agreement or in your Move in Packet.
- F. Right to examine Records:** You may examine the water, wastewater, storm water, trash, gas (if applicable) and any other master bills from the utility provider, and our calculations relating to the monthly allocation for the bills, and any other information available to you in accordance with the PUC Rules and Regulations during regular weekday office hours.
- G. Change of Allocation Formula:** The above allocation formula for determining your share of the master metered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.

You agree to and we will allocate the monthly bill for the apartment community based on the method below:

Water, Wastewater, & Storm Water Drainage

The normal date on which the utility company sends its monthly bill to us for the water/wastewater master meter is around the **10th** day of the month. Within 10 days thereafter, we try to allocate that master meter bill among our residents by allocated billings.

Previous average: As required under PUC rules, you are notified that the average monthly bill for all dwelling units previous calendar year was **\$24.52** varying from **\$13.62** to **\$47.91** for the lowest to highest month's bills for any unit in the apartment community for this period. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.

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 conserve water and notify us of leaks.

Trash/Recycling

Trash/Recycling Costs: You agree to pay a monthly trash removal and/or recycling fee for the apartment community based on the allocation method as set forth above. Your trash/recycling bill may include state and local sales taxes as required by state law. 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.

Valet Trash Service (if applicable):

If the community provides valet trash service you will be notified and provided a trash container. All the trash must be properly bagged, tied and placed inside the container. Trash containers are to be placed outside the front door no earlier than 6:00pm. Cardboard boxes must be flattened. Oversized items (TV's, Furniture, etc.) are not permitted and will not be collected. You must bring the trash container back inside your apartment home by 9:00am the following morning. Residents will be responsible for the trash container provided. Containers must be left clean and intact when vacating the apartment. If the trash container is not left in



the apartment, fee will be charged for a replacement. Additionally, a fee will be charged if it is not cleaned.

Pest Control


Pest Control Costs: You agree to pay a monthly pest control fee for the apartment community based on the allocation method as set forth above. Your pest control bill may include state and local sales taxes as required by state law. Payment of your pest control 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 pest control bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

Natural Gas Allocation (if applicable)

Methodology: Natural gas is allocated to bring awareness to the residents about how important it is to conserve natural gas and heat. We can do this by controlling the thermostat levels, and keeping doors and windows closed during the colder months. Half of your apartment allocation is based on your apartment unit's share of total people living in the apartment and half will be based on your total square footage. The deduction stated on the utility table is to cover portions the community pays for items such as hot water heaters for pools, or gas dryers in community laundry facilities.

The normal date on which the utility company sends it monthly bill to us for the gas master meter is about the **N/A** day of the month. Within 10 days thereafter, we try to allocate that master meter bill among our residents by allocated billings.

Payments: Your gas will not be shut off if you do not pay it. However, the owner has the right to take legal action to collect amounts due amount, including filing eviction for a late payment. On your monthly statement of bill provided by the Owner or third party billing company, you will find your separate charge for gas.

	_____	_____	_____
Ogechukwu Ottih	Date		Date
_____	Date	_____	Date
Guarantor Signature	Date	Guarantor Signature	Date
Authorized Agent for "Management" and Management:			
_____	_____		



Water allocation and submetering is regulated by the Texas Public Utility Commission (PUC). In accordance with PUC rules, a copy of the applicable rules are provided to you below:

SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION

§24.121. General Rules and Definitions.

- (a) Purpose and scope. The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving submetered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safeguards for tenants.
- (b) Application. The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a submetered or allocated basis.
- (c) Definitions. The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise.
 - (1) Allocated utility service - Water or wastewater utility service that is master metered to an owner by a retail public utility and allocated to tenants by the owner.
 - (2) Apartment house - A building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium whether rented or owner occupied, and if a dwelling unit is rented, having rental paid at intervals of one month or longer.
 - (3) Customer service charge - A customer service charge is a rate that is not dependent on the amount of water used through the master meter.
 - (4) Dwelling unit - One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities; a unit in a multiple use facility; or a manufactured home in a manufactured home rental community.
 - (5) Dwelling unit base charge - A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.
 - (6) Master meter - A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.
 - (7) Manufactured home rental community - A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.
 - (8) Multiple use facility - A commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.
 - (9) Occupant - A tenant or other person authorized under a written agreement to occupy a dwelling.
 - (10) Owner - The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; a condominium association; or any individual, firm, or corporation that purports to be the landlord of tenants in an apartment house, manufactured home rental community, or multiple use facility.
 - (11) Point-of-use submeter - A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.
 - (12) Submetered utility service - Water utility service that is master metered for the owner by the retail public utility and individually metered by the owner at each dwelling unit; wastewater utility service based on submetered water utility service; water utility service measured by point-of-use submeters when all of the water used in a dwelling unit is measured and totaled; or wastewater utility service based on total water use as measured by point-of-use submeters.
 - (13) Tenant - A person who owns or is entitled to occupy a dwelling unit or multiple use facility unit to the exclusion of others and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.
 - (14) Utility service - For purposes of this subchapter, utility service includes only drinking water and wastewater.

§24.122. Owner Registration and Records.

- (a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.
- (b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:
 - (1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or
 - (2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.
- (c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any, consumed by the occupants of each unit.
- (d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that



installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.

- (e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:
- (1) a current and complete copy of TWC, Chapter 13, Subchapter M;
 - (2) a current and complete copy of this subchapter;
 - (3) a current copy of the retail public utility's rate structure applicable to the owner's bill;
 - (4) information or tips on how tenants can reduce water usage;
 - (5) the bills from the retail public utility to the owner;
 - (6) for allocated billing:
 - (A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
 - (B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.124(e)(2) of this title (relating to Charges and Calculations); and
 - (C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;
 - (7) for submetered billing:
 - (A) the calculation of the average cost per gallon, liter, or cubic foot;
 - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
 - (C) all submeter readings; and
 - (D) all submeter test results;
 - (8) the total amount billed to all tenants each month;
 - (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
 - (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
- (g) Availability of records
- (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
 - (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
 - (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.
 - (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

§24.123. Rental Agreement.

- (a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:
- (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
 - (2) which utility services will be included in the bill issued by the owner;
 - (3) any disputes relating to the computation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;
 - (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period;
 - (5) if not submetered, a clear description of the formula used to allocate utility services;
 - (6) information regarding billing such as meter reading dates, billing dates, and due dates;
 - (7) the period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;
 - (8) the tenant has the right to receive information from the owner to verify the utility bill; and
 - (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24.1 24(d)(3) (related to Charges and Calculations) of this title that will be billed to tenants.
- (b) Requirement to provide rules. At the time a rental agreement is discussed, the owner shall provide a copy of this subchapter or a copy of the rules to the tenant to inform the tenant of his rights and the owner's responsibilities under this subchapter.
- (c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.
- (d) Change from submetered to allocated billing. An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:



- (1) equipment failures; or
- (2) meter reading or billing problems that could not feasibly be corrected.
- (e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

§24.124. Charges and Calculations.

- (a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.
- (b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- (c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.
- (d) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:
 - (1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
 - (2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
 - (3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:
 - (A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or
 - (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, § 1437f); and
 - (4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.
- (e) Calculations for allocated utility service.
 - (1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:
 - (A) dwelling unit base charges or customer service charge, if applicable; and
 - (B) common area usage such as installed landscape irrigation systems, pools and laundry rooms, if any, as follows:
 - (i) if all common areas are separately metered or submetered, deduct the actual common area usage;
 - (ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
 - (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
 - (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.
 - (2) To calculate a tenant's bill:
 - (A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:
 - (i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
 - (ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
 - (I) dwelling unit with one occupant = 1;
 - (II) dwelling unit with two occupants = 1.6;
 - (III) dwelling unit with three occupants = 2.2; or
 - (IV) dwelling unit with more than three occupants =



2.2 + 0.4 per each additional occupant over three; or

- (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
 - (I) dwelling unit with an efficiency = 1;
 - (II) dwelling unit with one bedroom = 1.6;
 - (III) dwelling unit with two bedrooms = 2.8;
 - (IV) dwelling unit with three bedrooms = 4 + 1.2 for each additional bedroom; or
 - (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or
 - (v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;
- (B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;
- (C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:
- (i) any of the factors developed under subparagraph (A) of this paragraph; or
 - (ii) the area of the individual rental space divided by the total area of all rental spaces; and
- (D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:
- (i) any of the factors developed under subparagraph (A) of this paragraph; or
 - (ii) the square footage of the rental space divided by the total square footage of all rental spaces.
- (3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.
- (f) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.123(c) of this title (relating to Rental Agreement) and either:
- (1) adopt one of the methods in subsection (e) of this section; or
 - (2) install submeters and begin billing on a submetered basis; or
 - (3) discontinue billing for utility services.

§24.125. Billing.

- (a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.124 of this title (relating to Charges and Calculations). If it's permitted in the rental agreement, an occupant or occupants who are not residing in their entail unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.
- (b) Rendering bill.
 - (1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.
 - (2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in the rental agreement if the owner is billing using the retail public utility's rate.
- (c) Submeter reading schedule. Submeters or point-of-use submeters shall be read within three days of the scheduled reading date of the retail public utility's master meter or according to the schedule in the rental agreement if the owner is billing using the retail public utility's rate.
- (d) Billing period.
 - (1) Allocated bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period.
 - (2) Submeter bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period. If the owner uses the retail public utility's actual rate, the billing period may be an alternate billing period specified in the rental agreement.
- (e) Multi-item bill. If issued on a multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.
- (f) Information on bill. The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:
 - (1) total amount due for submetered or allocated water;
 - (2) total amount due for submetered or allocated wastewater;
 - (3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;
 - (4) total amount due for water or wastewater usage, if applicable;
 - (5) the name of the retail public utility and a statement that the bill is not from the retail public utility;



- (6) name and address of the tenant to whom the bill is applicable;
- (7) name of the firm rendering the bill and the name or title, address, and telephone number of the firm or person to be contacted in case of a billing dispute; and
- (8) name, address, and telephone number of the party to whom payment is to be made.
- (g) Information on submetered service. In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:
 - (1) the total number of gallons, liters, or cubic feet submetered or measured by point-of-use submeters;
 - (2) the cost per gallon, liter, or cubic foot for each service provided; and
 - (3) total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.
- (h) Due date. The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.
- (i) Estimated bill. An estimated bill may be rendered if a master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order; and in such case, the bill must be distinctly marked as an estimate and the subsequent bill must reflect an adjustment for actual charges.
- (j) Payment by tenant. Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.
- (k) Overbilling and under billing. If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant's bills that included overcharges. If the overbilling or under billing affects all tenants, an adjustment must be calculated for all of the tenants' bills. If the tenant was undercharged, and the cause was not due to submeter or point-of-use submeter error, the owner may calculate an adjustment for bills issued in the previous six months. If the total undercharge is \$25 or more, the owner shall offer the tenant a deferred payment plan option, for the same length of time as that of the under billing. Adjustments for usage by a previous tenant may not be back billed to a current tenant.
- (l) Disputed bills. In the event of a dispute between a tenant and an owner regarding any bill, the owner shall investigate the matter and report the results of the investigation to the tenant in writing. The investigation and report must be completed within 30 days from the date the tenant gives written notification of the dispute to the owner.
- (m) Late fee. A one-time penalty not to exceed 5% may be applied to delinquent accounts. If such a penalty is applied, the bill must indicate the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease that states the percentage amount of such late penalty.

§24.127. Submeters or Point-of-Use Submeters and Plumbing Fixtures.

- (a) Submeters or point-of-use submeters
 - (1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.
 - (2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.
 - (3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.
 - (4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch-water submetering systems.
 - (5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.
 - (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:
 - (A) an identifying number;
 - (B) the installation date (and removal date, if applicable);
 - (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
 - (D) copies of all tests; and
 - (E) the current location of the submeter or point-of-use submeter.
 - (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:
 - (A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or
 - (B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.
 - (8) Billing for submeter or point-of-use submeter test.
 - (A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters.
 - (B) PROJECT NO. 42190 PROPOSAL FOR ADOPTION PAGE 345 OF 379.



- (C) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.
- (D) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.
- (9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.125(k) of this title (relating to Billing). The owner may not charge the tenant for any under billing that occurred because the submeter or point-of-use submeter was in error.
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.
- (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:
 - (1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;
 - (2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and
 - (3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:
 - (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
 - (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
- (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.



BED BUG DISCLOSURE AND PRECAUTION ADDENDUM

This Bed Bug Addendum ("Addendum") is made part of the Rental Agreement dated **08/06/2021** between **Ogechukwu Ottih** (Residents) and **Tuscany Square** (Owner) for real property (the premises) located at: **3637 Timberglenn Road 04305, Dallas, TX 75287**.

1. Resident will practice good housekeeping, including the following:

- a) Resident shall remove clutter. Eliminating concealed, dark places will reduce the places that bed bugs can hide.
- b) Resident shall keep the apartment home clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand(s). While cleaning, look for signs of bed bugs. If any bed bugs or signs are detected, report them immediately.
- c) Resident shall not use secondhand or rental furnishings unless they have been thoroughly inspected by qualified pest control applicators for the presence of bed bugs, especially beds and mattresses. Used items may be infested with bed bugs. If you must use rented or secondhand items, inspect them carefully, in compliance with this Addendum, and Resident agrees not to use any item that shows signs of bed bugs, eggs, or larvae infestation. Resident shall not bring discarded items from the curbside into the apartment home.
- d) Resident shall cover mattresses and box springs with zippered coverings that are impermeable to bed bugs. These can prevent bed bugs from getting inside the mattress. The covers will also help prevent any bugs inside from getting out as they will eventually die inside the sealed cover.
- e) Resident shall arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches from the walls. Resident shall check for hitch-hiking bed bugs. After staying in a hotel or another home, before you enter your apartment home, Resident agrees to inspect clothing, luggage, shoes, and belongings for signs of bed bugs and to check backpacks, shoes, and clothing after visits to family or friends, theaters, or after using public transportation. After guests visit, Resident agrees to inspect beds, bedding, and upholstered furniture.
- f) If Resident fails to report any pest infestation and/or problem with the Premises within 10 days of move-in, it shall be an acknowledgement by Resident that the Premises are acceptable, in good condition, and pest free.

2. Resident shall report any problems immediately. Specifically, Resident shall:

- a) Report any signs of bed bugs immediately. Even a few bugs can rapidly multiply to create a major infestation that can spread from apartment to apartment. Do not wait!
- b) Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. Resident agrees to cooperate fully with and to undertake all efforts and tasks required by Owner or Owner's pest management professional employed to eradicate pests.

If your apartment home (or a neighbor's apartment home) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your apartment home is properly prepared. **Resident shall comply with the recommendations from the pest management professional including but not limited to:**

- a) Remove all bedding (including bed skirts), drapes, curtains, and small rugs. Bag these for transport to the laundromat.
- b) Check mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable. Seal those in plastic and dispose of them properly.
- c) Empty dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of



bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags and seal them with an airtight knot. Used bags must be discarded properly.

- d) Carefully remove vacuum bags, seal bags in plastic, and discard.
 - e) Clean all machine-washable bedding, drapes, clothing, etc. in a commercial laundromat with 140° Fahrenheit water. Dry at the highest heat setting. Take other items to a dry cleaner, but be sure to advise dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - f) Move furniture towards the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to the closets.
- 4. When Resident reports a suspected bed bug infestation to the Owner, Owner will procure an inspection by a pest management professional.**
- a) If bed bugs are found in any of the Residents furniture, clothing, luggage or any other personal items, Resident will pay for inspection and treatment.
 - b) If bed bugs are present in apartment (i.e. coming through walls or carpet infestation), but not in any furniture, clothing, luggage or other personal items, Owner will pay for inspection and treatment.
 - c) If no bed bugs are found after initial inspection, Resident will be charged for the requested inspection.
- 5. Resident and Owner agree that any violation of this Addendum constitutes a material violation of the Lease, and Agent may terminate Resident's right to possession upon three days Notice to Quit, no right to cure.** There is no requirement that Agent allow Resident to cure prior to serving Resident with a Notice to Quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence.
- 6. Resident(s) agrees to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.**

Ogechukwu Ottih

Date

Date

Date

Date

Guarantor Signature

Date

Guarantor Signature

Date

Authorized Agent for "Management" and Management:



COMMUNITY POLICIES

Ogechukwu Otth as Residents of **Tuscany Square**, Acknowledge whenever people choose to live in a community there are specific rules, which are designed for the benefit of all. What follows is a listing of rules, which all residents of **Tuscany Square**, are expected to honor. Please read carefully. Our goal is that the environment at **Tuscany Square**, will offer peaceful enjoyment to all.

1. **Entry Into Your Apartment:** For your protection, your personal authorization is required prior to anyone being admitted into your apartment other than **Tuscany Square**, personnel, in accordance with your rental agreement. Resident shall complete Entry Permission form in rental office.
2. **Keys:** All questions regarding locks and keys must be directed to the Manager. Locks, including dead bolts are not to be tampered with or changed.
3. **Maintenance Requests:** Service requests are to be made by calling (972) 820-0303: or by logging onto the residential portal at <http://www.tuscanysquareapts.com>: and click on service request or in writing at the rental office during normal business hours.
4. **Maintenance Emergencies:** In the event of a Maintenance emergency such as: fire (after you have called 911), water or sewage overflow, Severe leak – plumbing or rain, electrical failure (check your circuit breakers first), lack of water or heat. Please call the emergency maintenance number at (972) 820-0303. The emergency maintenance number should only be used for after hours maintenance emergencies.
5. **Decorating:** You may hang pictures, mirrors, etc., on the walls of your apartment. Do not use adhesive hangers. Use small nails, picture hangers or straight pins. Do not hang anything from the ceiling. Excessive holes, left to be filled will be charged against your security deposit.
6. **Alarms:** Removing or tampering with alarms or detection devices is extremely dangerous and also illegal. Resident understands that he/she is responsible for any damage resulting from their misuse of the sprinkler system in their apartment home or apartment building. This includes accidental misuse as well as negligence by other occupants, visitors
7. **Balconies or Patios:** Suitable containers should be kept under potted plants to prevent seepage down to your neighbor's patio. Do not hang clothing, towels, etc. in or out of windows, or over railings of patios or balconies. No storage of cartons or unsightly materials is permitted on balconies or patios. Balconies and patios must be kept free of hazardous items.

The following exclusions of items that may not be stored on patio, balconies or landings:

- Camping or Folding Chairs
- Satellite Dishes that do not comply with community guidelines
- Coolers
- Grills
- Dead Plants or Empty Plant Containers, Swimming pool floats
- Pets, Pet Cages, or Pet Materials, such as Dog Houses and Toys
- Toys
- Boxes
- Strings of Outdoor Lights (This is permitted in December)
- Curtains, Bamboo Shades, Screens, Netting, or Wires
- Bird Feeder or Wind chimes

The following are permitted on patios:

- Wrought Iron Outdoor Furniture
- Natural Material Outdoor Furniture, such as Teak, Cedar or Wicker
- Healthy Potted Plants
- Outdoor Rugs

8. **Bicycle Riding, Roller Blading, Roller Skating, Skateboarding:** Is not allowed on the sidewalks or driveways of the property.




9. **Entryways and Stairways:** Personal articles and/or trash are not to be left on entryways, on stairways or any common area.
10. **Trash:** Place all trash in the garbage bins. All boxes and cartons must be flattened. Large unwanted items (i.e. furniture, mattress) cannot be disposed of on the property. It is strictly prohibited to leave furniture or large items discarded at the community and in any common areas; Residents found violating this policy may be fined for removal.
11. **Lighting Fixtures:** Management will replace all balcony, patios and exterior light bulbs. Residents will replace all interior bulbs, which are not to exceed 60 watts.
12. **Countertops, Sinks, Bathtubs, Vanities and Cupboards:** Use non-abrasive cleaners to prevent marring of surfaces. Hot pans, irons and cigarettes can damage countertops. Do not place hot objects on countertops. Contact (adhesive) shelf paper on shelves or in drawers is strictly prohibited: cost of removal will be charged to your security deposit.
13. **Motor Vehicle Regulations:** Vehicle speed throughout the apartment community shall not exceed 10 M.P.H. Parking in reserved and/or handicapped parking and/or fire lanes may result in your vehicle being towed. Vehicles must be in operating condition with current registration. No vehicle storage is permitted. If vehicle towing is required, towing and/or storage fees will be at vehicle owner's expense. All residents are financially responsible for any damage caused to the parking lot due OIL LEAKAGE from their vehicle. The cost of repair or clean-up of the parking space will be charged to the resident and/or deducted from the security deposit. Oil changing and auto repairs are not permitted on the property. RV's, trailers, motor homes, campers, boats, etc. are not permitted in parking areas. Motorcycles must be kept in parking areas at all times.
14. **Gates: Rules for using vehicle gates and remotes:**
- Always approach entry and exit gates with caution and at a slow rate of speed.
 - Never stop your vehicle where the gate can hit your vehicle as the gate opens or closes.
 - Never follow another vehicle into an open gate. Always use your remote to gain entry.
 - Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
 - Never enter through the exit gate and never exit through the entry gate.
 - Never force the gate open by vehicle or hand.
 - Never get out of your vehicle while gates are opening or closing.
 - If you are using the gate 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.
 - If you lose your remote, please contact the management office immediately.
 - Do not give your remote to anyone.
 - Do not tamper with the gate or allow your occupants or visitors to tamper or play with the gate.
 - Report immediately to management any malfunctions or damage to gates.
 - Gates that are damaged by you or your occupants or your visitors through negligence or misuse, you are liable for the damages under your lease and collection of damage amount will be pursued.
15. **Personal Property:** Management shall not be responsible for resident's articles stored either on the premises or in any part of the building; and any such storage shall be at resident's sole risk; nor shall Management be responsible for damage to resident's personal property caused by water (whether from broken pipes or the weather), wind, fire, vandalism or theft, and resident assumes the sole risk of loss resulting from such damage, except in the event of gross negligence.
16. **Windows:** To keep a uniform and attractive look to the outside, vertical blinds, mini blinds and/or draperies are furnished for all windows and must not be changed. Foil, cardboards or wood attached to the windows are not permitted. No colored curtains or drapes are to be placed in windows where they can be seen from outside your apartment.
17. **Solicitation:** Solicitors of any kind are not permitted and should be discouraged by Residents as well as Management.
18. **Laundry Rooms:** Please clean lint traps in dryers following each use, and follow equipment-operating instructions. Children are not allowed in laundry room unless accompanied by a parent. Please report any problems with machines or cleanliness to the rental office as soon as possible.
19. **Lounge:** Hours are the same as rental office hours. Bare feet or bathing suits are not allowed in the lounge. No alcoholic beverages allowed in the lounge.



20. **Swimming Pool and Spa Areas:**
- **NO LIFEGUARD ON DUTY. CHILDREN UNDER THE AGE OF 14 MUST BE ACCOMPANIED BY AN ADULT AT ALL TIMES IN THE POOL AND SPA.**
 - **GLASS OR BREAKABLE OBJECTS ARE NOT PERMITTED IN POOL AREA, POOL OR SPA AT ANY TIME.**
 - All persons with incontinence issues must wear protective waterproof garments at all times when in the pool or spa.
 - Regulation bathing suits must be worn in pool or spa only (no street clothes).
 - For the protection of all, we cannot allow anyone to use the pool if he/she has an infectious disease, open sores, or bandages of any kind.
 - For obvious reasons of safety and peaceful enjoyment: profanity, dangerous conduct, loud radios, or harassment of swimmers will not be permitted. Residents should report disturbances to Management.
 - Rights of usage of pool facilities are conditioned upon reasonable and careful use and are gratuitous, subject to revocation by Management at any time and for any reason.
21. **Landscaping:** Residents are not permitted to play in the planted beds or rock areas. If planted areas are damaged or destroyed, the resident will be charged to return the area to its former condition, including plants, planting materials, rocks, and labor.
22. **Objectionable Noise or Odors:** Residents shall not make or allow any improper noise or odors, or sing or play musical instrument, television, radio, stereo, etc., in any way or at any time which might be objectionable to other residents.

I (we) have read the above rules agreement. And hereby acknowledge receiving a copy of said rules agreement.

 _____	_____	_____	_____
Ogechukwu Ottih	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
Guarantor Signature	Date	Guarantor Signature	Date
Authorized Agent for "Management" and Management:			
_____	_____		



CRIME FREE ADDENDUM

In consideration for the execution or renewal of a lease of the apartment identified in the lease, Resident agrees as follows:

1. Resident, any member(s) of the resident's household, related parties or any other persons affiliated with the resident at or near the resident premises are prohibited from Engaging in criminal activity, including drug-related criminal activity, on or near the residence or the community; Resident(s) may not permit their residence or the property to be used to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member or your household or a guest; Engaging in any act or intended act to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. "Criminal activity" is any activity in violation of laws, ordinances and requirements of city, county, state, and federal authorities, including: prostitution; criminal street gang activity, assault and battery, sexual offenses, drug-related criminal activity, acts of violence, including threatening or intimidating, assault, the unlawful discharge of firearms, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of others, or involving imminent or actual serious property damage. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity,
3. Residents and related parties shall not will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
4. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions above shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.
5. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
6. Resident hereby authorizes the Owner and their agents to use Police generated reports against as direct evidence in all eviction hearings.
7. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Owner/Manager and Resident/Lessee.

Ogechukwu Ottih

Date

Date

Date

Date

Guarantor Signature

Date

Guarantor Signature

Date

Authorized Agent for "Management" and Management:



NOTICE OF MAINTENANCE AND MOVE OUT CHARGES

All aspects of the apartment are assumed to be in Good condition at move-in. Unless this form is brought back with corrections, the apartment will be assumed to be in good repair at move-in and the resident will be responsible for any charges beyond normal wear and tear.

Unit #: **04305** Residents: **Ogechukwu Ottih**

BATHROOM ITEMS	Cost	BLIND REPLACEMENTS	Cost
Unstop Toilet (if caused by resident negligence or unnatural obstructions)	\$25.00	Replacement Vertical Blind Kit (due to damage)	Actual
Unstop Sink/Tub (no charge If not residents fault)	N/A	Replacement Vertical Slats (due to damage or missing)	\$10/each
Toilet Seat Replacement	\$25.00	DRYWALL REPAIRS	
Full Toilet Replacement	\$150.00	Adhesives and Double Stick Tape	\$25/spot
Towel Bar Replacement	\$45.00	Holes In Wall up to Fist Size	\$75/hole
Shower Rod Replacement	\$45.00	Other Physical Damages	Actual
Faucet Replacement	\$60.00	Excessive Nail Holes or Screw Holes	\$25/Per Wall
Medicine Cabinet	\$65.00	PAINTING	
Replace/ refinish Vanity Top due to chips, scratches, and major cracks	\$150.00	Full Paint Studio or 1 bedroom (In addition to wall damage)	Actual
Refinish Tub due to chips, scratches, major cracks	\$200.00	Full Paint 2 bedroom or 3 Bedroom (In addition to wall damage)	Actual
KITCHEN ITEMS - RANGES/ HOOD		PARTIAL CLEANINGS	
Full Range Replacement	Actual	Oven Clean	\$30.00
Oven Rack Replacement (each)	\$60.00	Stove Top	\$30.00
Oven Dial Replacement (each)	\$25.00	Clean and Defrost Refrigerator	\$30.00
Burner Element Replacement for Range (each)	\$25.00	Kitchen Cabinets	\$30.00
KITCHEN ITEMS- REFRIGERATOR/ DISHWASHER		Kitchen Sink	\$10.00
Refrigerator Replacement	Actual	Bathroom Sink	\$10.00
Replacement Crisper Drawer	\$65.00	Toilet	\$10.00
Replacement Shelf in Refrigerator	\$60.00	Bathroom/Shower Walls	\$30.00
Replacement Dishwasher	Actual	Remove Bathroom Decals	\$30.00
KITCHEN ITEMS - OTHER		Mop Floors (Per Room)	\$30.00



Kitchen Sink Replacement	\$250.00	Remove Contact Paper	\$30.00
Kitchen Faucet Replacement	\$95.00	TRASH REMOVAL	
Kitchen light lens cover	\$40.00	Per Bag	\$30.00
Cabinet Drawer Build	\$60.00	Each Piece of Furniture	\$50.00
Repair/Re-hang Cabinet Door	\$60.00	FULL CLEANING	
Cabinet Handle or Hinge	\$20.00	Full Cleaning Studio or 1 bedroom	Actual
Replacement Garbage Disposal	\$125.00	Full Cleaning 2 bedroom or 3 bedroom	Actual
Replacement Drip Pan for Stove	\$6.00	MIRRORS	
SCREENS		Replacement Bathroom vanity mirror	\$175.00
Torn Kitchen	\$30.00	CARPET AND VINYL	
Torn Dining Room	\$30.00	Carpet Stains, Pet Treatments, excessive soil - all unit types	Actual
Torn Bedroom	\$30.00	Carpet Replacement - Studio or 1bdm (No Partials)	Actual
Torn Bathroom	\$30.00	Carpet Replacement 2bdm or 3bdm (No Partials)	Actual
Bent Screen • Replacement Required	Actual	Vinyl Replacement - Studio and 1 bdrm Kitchen (No Partials)	Actual
DOORS • LOCKS • KEYS – MAILBOX		Vinyl Replacement - 2 bdrm and 3 bdrm Kitchen (No Partials)	Actual
Mailbox Lock due to Lost Key	\$35.00	Vinyl Replacement - Studio and 1 bdrm Bathroom (No Partials)	Actual
Additional Door Key	\$10.00	Vinyl Replacement -2 bdrm and 3 bdrm Per Bathroom (No Partials)	Actual
Exterior Door Lock	\$35.00	ELECTRICAL	
Door Lock Tumbler Only	\$25.00	Ceiling Fan - Replacement	\$160.00
Interior Door-30 x 6'8 x 1y,	Actual	Ceiling Fan Bulb Cover Replacement	\$50.00
Lock Out Charge-Reg. Hours	N/A	Replacement Bath Light Fixture	\$100.00
Lock Out - After Hours- Resident Must Call locksmith	N/A	Replacement Hallway light cover	\$25.00
Refinish Entry Door (Damage to Paint)	\$100.00	Cracked Switch Plate Replacement (TV, Electrical, Phone, Lights)	\$10.00
Front Door Replacement	\$200.00		

To receive a security deposit back after vacating the property, all terms of the lease must be fulfilled and the apartment must be left in good condition. The above are estimated charges only. Actual charges may vary. We encourage all residents to schedule a pre-walk of their unit with the Property Manager or Assistant Manager within 2 weeks of a scheduled move out to ensure both parties understand what is normal wear and tear versus negligent damage that will be billed back to the resident and/or deducted from the security deposit. Please note that any damages noted or not noted on said unit walk are not meant to be fully representative of actual charges upon completion of the move-out assessment. Residents will not be charged for normal wear during residency. Regarding carpet and/or vinyl/tile flooring



within a unit, if any damages resulting from tears, gouges, rips, stains, animal feces, urine, pet odor, smoking odor, burns, or anything negligent is noted once a resident vacates the unit, residents will be billed back the full cost of repair or replacement. The landlord will do its best to repair and/or replace portions of the flooring when possible to keep costs lower, but if it is not possible due to the amount of repairs required, or due to the landlord's anticipation of a poor appearance upon completion of the repairs, full replacement costs will be billed back to the resident. For example, if the carpet was recently installed prior to a resident's occupancy, and as a result of excessive wear, the carpet needs to be replaced after the resident lived at the community for 3 years, the resident will be responsible for a prorated amount of the replacement due to the excessive wear, even though there was no obvious negligent damage, since it's a widely accepted practice in the apartment industry that carpet should last a minimum of 5 years. Alternatively, if a resident lives in a unit for 6 years and the carpet is in generally good condition upon move out, and would ordinarily be considered acceptable to a future resident after a thorough shampooing, but sustained visible damages such as cigarette burns, a few permanent stains, a few rips, and smoke odor, then the resident will be billed back for a replacement due to the negligent damages. While age is considered, it is by no means the sole basis for a decision to bill back a resident upon move out.

Ogechukwu Ottih

Date

Date

Date

Date

Guarantor Signature

Date

Guarantor Signature

Date

Authorized Agent for "Management" and Management:



SATELLITE DISH ADDENDUM

Resident understands that any Satellite Dish or Antenna must comply with the FCC Regulations as made known in the picture provided and by the “Lease Addendum for Satellite Dish or Antenna”. This means any satellite dish or antenna must be within the **exclusive** use of the unit. Management will not be responsible for or susceptible to any fees associated with removal of such satellite dish or antenna that was installed improperly.

FCC RESTRICTIONS

ON THE PLACEMENT OF SATELLITE DISHES
1 METER OR LESS (PIZZA-STYLE)

NMHC ASHA

**OWNERS MAY PROHIBIT
PLACEMENT ON:**

- ROOFTOPS
- WINDOW SILLS
- COMMON-USE BALCONIES
OR STAIRWELLS
- OUTSIDE WALLS

**OWNERS MAY NOT
UNREASONABLY PROHIBIT
PLACEMENT ON:**

- BALCONIES, PATIOS, OR
GARDENS TOTALLY
WITHIN THE EXCLUSIVE
USE OF THE RESIDENT

NOTE: NO HOLES MAY BE DRILLED IN OUTSIDE WALLS, ROOF, OR WINDOWS. NO HOLES MAY BE DRILLED IN A BALCONY RAILING. NO PART OF THE DISH OR ANTENNA CAN EXTEND BEYOND THE BALCONY RAILING LINE.



SATELLITE DISH GUIDELINES AND REGULATIONS

This Satellite Dish Addendum to Lease Contract (hereinafter "Addendum") is hereby entered into, identified below, by and between Management and the **Ogechukwu Ottih** identified in the Lease Contract as "Resident."

This Addendum is a supplement to, and is an integral part of, that Lease Contract (the "Agreement") between Management and Resident(s). If there is any conflict between the Agreement and this Addendum, the Addendum is controlling. This Addendum will be in effect for the duration of Resident's occupancy within the above-described Property, including Resident's occupancy in another unit within the Property.

Under a Federal Communications Commission (FCC) order, Resident(s) have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. Management is permitted to impose reasonable restrictions relating to such installation and Resident(s) must comply with these restrictions as a condition of installing such equipment. By signing this Addendum the parties recognize and agree that a Satellite Dish and/or Antenna may be installed under the following circumstances:

1. **Number and Size:** Resident may install one (1) satellite dish or antenna on the leased premises. Such 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. EXCEPTION: If Management has installed and made available a central satellite dish for use by all residents, then individual residents may not install their own satellite dishes.
2. **Location:** Resident(s)' satellite dish or antenna must be located (1) inside the dwelling unit; or (2) in an area outside the dwelling unit such as a balcony, patio, yard, etc. over which Resident has exclusive use under the Lease Contract. Installation is not permitted on any parking area, roof, exterior wall, window, windowsill, fence or common area, or in an area that other residents are allowed to use. A satellite dish may not protrude beyond the vertical and horizontal space that is leased to Resident for his/her exclusive use.
3. **Safety and Non-Interference:** Any installation
 - a. Must comply with all applicable ordinances and laws and all reasonable safety standards;
 - b. May not interfere with Management's cable, telephone or electrical systems or those of neighboring properties;
 - c. May not be connected to Management's telecommunications systems; and
 - d. May not be connected to Management's electrical system except through 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 the following 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 Resident's leased premises (such as a balcony or patio railing); or (3) any other method approved by Management in writing. No other methods are allowed. Management may require reasonable screening of the satellite by plants, etc., so long as it does not impair reception.

4. **Installation:** All installations must be performed in a manner as not to cause legitimate safety concerns, including but not limited to danger of falling, proximity to power lines, and danger of permanent damage to the structure. All installations must be performed in full compliance with all applicable statutes, rules and regulations. If permits are required, Resident is responsible for obtaining all such permits prior to installation. Resident may not damage or alter the leased premises and may not drill holes through outside walls, doorjamb, windowsills, etc. If Resident's satellite dish is installed outside of the dwelling unit, such as on a patio, balcony, or yard, the signals received may be transmitted to the interior of the dwelling only by the following methods:
 - a. Running a flat cable under a doorjamb or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window;
 - b. 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);
 - c. 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;
 - d. Wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or
 - e. Any other method approved by Management in writing.



5. **Safety:** In order to assure safety, the strength and type of materials used for installation must be approved by Management. Installations must be performed by a qualified person or company approved by Management.

Management's approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.


6. **Maintenance and Upkeep:** All maintenance and upkeep of the satellite dish, antenna and all related equipment is solely the responsibility of Resident(s).

7. **Removal of Equipment:** At the conclusion of Resident's tenancy, Resident must remove the satellite dish, antenna and all related equipment from the dwelling. Resident acknowledges and agrees that he/she is responsible for any and all damages to the unit incurred by the installation, retention, maintenance or removal of the satellite dish, antenna and/or any related equipment and that he/she must pay for any damages beyond normal wear and tear, including 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 the satellite dish, antenna or other equipment.

8. **Indemnification to Owner and Management:** Resident(s) agrees to indemnify Owner and Management against any claims arising out of an injury to any person or property that occurs because of Resident's installation, use, retention or removal of such satellite dish, antenna or related equipment. Management recommends that Resident(s) obtain a separate policy providing liability insurance to protect against claims of personal injury and property damage to others related to Resident's satellite dish and related equipment.

No portion of the installation policy may be waived by Management or changed verbally. Any change or waiver to this Addendum is effective only when in writing and signed by both Resident(s) and Management.

I have read the following addendum and agree to the conditions set forth.

			
_____	_____	_____	_____
Ogechukwu Ottih	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
Guarantor Signature	Date	Guarantor Signature	Date
Authorized Agent for "Management" and Management:			
_____	_____		



STATEMENT OF UNIT CONDITION

Community: **Tuscany Square**
Apartment #: **04305**

Move In Date: **08/06/2021**
Residents: **Ogechukwu Ottih**

Assigned **089**
Parking:

Garage:

Number of Keys Received:

Apartment: **0**

Mailbox Keys: **0**

Other: **0**

Storage:

The Resident(s) as listed above must walk the unit with a representative from the management office on the day the Resident receives the keys to the unit. By signing below, Resident(s) acknowledge that they have inspected the apartment and found this unit to be in decent, safe and sanitary condition. Resident(s) recognize that they are responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, Resident(s) agree to pay the cost to restore the apartment to its original condition.

Ogechukwu Ottih

Date

Date

Date

Date

Guarantor Signature

Date

Guarantor Signature

Date

Management: This unit is in decent, safe and sanitary condition. Any deficiencies identified at move in will be remedied within 30 days of the date the tenant moves into the unit

Authorized Agent for "Management" and Management:



Liability Insurance Requirement Lease Addendum

Resident(s): **Ogechukwu Ottih**

Unit: **04305**

Property: **Tuscany Square**

The Owner of the Property requires all residents to obtain renter's insurance to cover the negligence, carelessness or inappropriate actions of the resident and the resident's guests which result in physical damage to the building or the Owner's property caused by fire, flood, or other causes resulting in damage.

As a resident of the Property, I will (1) obtain my own insurance policy in the minimum amount of \$300,000 and with a deductible of not more than \$500, (2) name the Property as an insured party under this policy, whereby the Owner will receive a written notice if the policy is amended or cancelled (3) provide the Property with proof of this insurance prior to moving into my apartment and on each renewal of my lease, and (4) maintain this policy for the duration of my residency. This liability policy must provide me with insurance coverage for the negligence, carelessness or inappropriate actions of myself, other occupants of my unit, or my guests which result in physical damage to my apartment, the building, or the Owner's property caused by fire, flood, or other causes resulting in damage. Furthermore, Tenant agrees to open a claim with their carrier for any floods within the unit (or impacting adjacent units) caused by backed up toilets, broken toilets, broken toilet water supply lines, fire sprinkler activation within the apartment (or building if determined to stem from Tenants unit), broken washer/dryer pipes or connections, water heater breaches or failures, holes in the bath tub due to excessive weight or stress, or any other event within the home causing water damage. I understand and agree that if my insurance policy is cancelled for any reason during my residency, or there is any lapse in coverage, I will be assessed an administrative fee of \$150.00 each time this occurs. I understand that the payment of this fee in no way waives my requirement to maintain the insurance coverage as required above during the entire duration of my residency.

BE ADVISED that any insurance carried by the Owners does not cover damage to or theft of your personal belongings, personal liability, guests, or vehicles due to any and all causes. Obtaining insurance for these are your responsibility. The Owner is not an insurance agent and residents are free to obtain renter's insurance from the carrier of their choice.

*As a resident, it is **YOUR RESPONSIBILITY TO INSURE YOUR PERSONAL PROPERTY, YOUR VEHICLE, AND CARRY PERSONAL LIABILITY INSURANCE.** Such insurance is inexpensive and easy to obtain.*

NOT ALL POLICIES ARE THE SAME. Many policies have limiting language that cause coverage for certain losses to be denied. Take extra caution to read and understand your renters insurance policy. Be sure to obtain a policy that has a comprehensive coverage policy. An example of non-limiting policy language is as follows: "We insure you against accidental direct physical loss of or damage to personal property owned or rented by you. We also insure additions and alterations to the residence premises made by you at your expense during your tenancy. The loss or damage must be caused by a peril described in the Perils Clause....Perils Clause, Section M: Discharge or overflow of water or steam from a plumbing, heating, air conditioning or automatic fire protective sprinkler system; household appliance; or waterbed" (Excerpt from LeasingDesk, E-Renters Insurance Policy).

Resident(s) acknowledges that there is no loss or claim pending related to Owner at the time of execution of this document. Resident(s) acknowledges that by signing this Addendum, the resident(s) waive their right to assign any claim or notice of claim by way of subrogation to any insurance company. Resident(s) acknowledges that Owner retains the right to modify or cancel any of the above terms upon thirty (30) days written notice.

Ogechukwu Ottih

Date

Date

Date

Date



Guarantor Signature

Date

Guarantor Signature

Date

Authorized Agent for "Management" and Management:



PARCEL LOCKER ADDENDUM

This is an addendum to the Lease (the “**Addendum**”) dated on the date and year written below between Tuscany Square (“**Owner**”) and Ogechukwu Ottih (“**Residents**”) for unit(s) number 04305 at 3637 Timberglen Road 04305, Dallas, TX 75287 (“**Premises**”), located at Tuscany Square (the “**Apartments**”).

Owner, is pleased to offer our residents a convenient way to retrieve packages they have delivered to their leased apartment home. This convenience is provided through a contracted service, which allows residents the flexibility to pick up their packages any time, day or night, from secure lockers located in a common area of the property (“Parcel Locker Services”).

- Owner does not accept packages for residents in the leasing office. Instead, residents receiving packages at the community will set up an account directly with Parcel Pending, Inc.
- All packages will be delivered by the carrier to the Parcel Pending Package Lockers. Oversized packages will be delivered to the resident’s door, or may be returned to the courier hub.
- Owner is not responsible for the safety nor delivery of any resident packages at any time. In the event of a lost, damaged, or stolen package, all communication must be directed to Parcel Pending, Inc. Owner will provide all residents with contact information for Parcel Pending, Inc.
- Resident agrees to treat the Parcel Pending Package Lockers in a respectful manner and agrees not to damage nor tamper with any component of the Parcel Pending Package Locker System.
- There is a monthly **\$6.00** monthly subscription fee for the Parcel Pending service amenity. This fee is mandatory and grants the resident with unlimited access to the Parcel Pending Package Locker System. This fee will be billed monthly in addition to rent, utilities, and all other recurring charges.
- All residents must set up an account directly with Parcel Pending by going to www.My.ParcelPending.com and completing the required steps. Owner is not responsible for ensuring that any resident completes the account set up process with Parcel Pending.
- If packages are not claimed from the Parcel Pending Package Locker System within three (3) days of delivery, the resident may be subject to a \$3/day fee until the package is claimed, or alternatively the package may be returned to the sender after five (5) days.
- Resident and Owner agree that any violation of this Addendum constitutes a material violation of the Lease. An Agent of Owner may terminate the resident’s right to possession upon three days Notice to Quit, no right to cure. There is no requirement that the Agent allow Resident to cure prior to serving the Resident with a Notice to Quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence.



- **Waiver of Liability.** Except as provided in this Addendum, you understand that the Parcel Locker System is not supervised, inspected, controlled, or monitored in any way by Owner. Further, Owner makes no representations, recommendations, or warranties regarding the Parcel Locker Services. You use the Parcel Locker Services at your own risk. To the fullest extent permitted under applicable law, Owner is not and shall not become liable to you, your family, your guests or other occupants of the Premises for any injury, damage or loss whatsoever which is caused as a result of any problem, breach, defect, corruption, attack, virus, interference, hacking, or other security intrusion, unauthorized access, malfunction or failure of the performance of the Service, or any other unlawful purpose or use of the Parcel Locker Services. You further agree that, to the fullest extent permitted under applicable law, Owner is not liable for injury, damage or loss to any person or property caused by any other person including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. Owner or its agent, contractors, employees, or representatives shall not be liable in any way for any disruption in the operation or performance of the Service. In consideration of Owner's attempt to better serve you by providing the Service, you agree that on behalf of yourself, your family, guests or other occupants, you will never make demand upon or file suit against Owner, or any of Owner's agents, contractors, employees or representatives for any damages, costs, loss of personal property, damages or injury to you as a result of, or arising out of or incidental to the existence, operation, repair or replacement or use of Parcel Locker Service. You hereby release Owner and its agents, contractors, employees, and representatives of and from any and all liability in connection with the Parcel Locker Service. Any other provision of this Addendum notwithstanding, the Resident acknowledges and agrees that (a) neither Owner nor any party on behalf of Owner is making any representations or warranties whatsoever, express or implied, beyond those expressly made by Owner and Resident in this Addendum, and (b) the Resident has not been induced by, or relied upon, any representations, warranties or statements (written or oral), whether express or implied, made by Owner, that are not expressly set forth in this Addendum.
- **NO WARRANTIES.** OWNER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PARCEL LOCKER SERVICE OR EQUIPMENT, EXPRESS OR IMPLIED (INCLUDING THOSE REFERRED TO IN THE UNIFORM COMMERCIAL CODE OR IN ANY STATUTE OR RULE OF LAW THAT CAN BE LIMITED OR WAIVED OR ANY REPRESENTATION OR WARRANTY THAT WOULD OTHERWISE BE APPLICABLE TO REAL PROPERTY), AND THE PARCEL LOCKER SERVICE AND EQUIPMENT SHALL BE DEEMED TO BE "AS IS, WHERE IS," AND IN ITS THEN PRESENT CONDITION, AND RESIDENT SHALL RELY UPON ITS OWN EXAMINATION THEREOF. IN ANY EVENT, OWNER MAKES NO WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY WITH RESPECT TO ANY OF THE PARCEL LOCKER SERVICE OR EQUIPMENT, OR AS TO THE CONDITION OR WORKMANSHIP THEREOF OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.
- **Severability.** If any provision of this Addendum is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Addendum shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.



- **Binding Agreement.** The parties acknowledge and agree that this Addendum shall be binding upon their heirs, legal representatives, successors and assigns. The terms of this Addendum will control if the terms of the Lease and this Addendum conflict.

Resident or Residents

A handwritten signature in blue ink, appearing to read "Ogechukwu Ottih".

Ogechukwu Ottih

Date

Date

Date

Date

Guarantors

Guarantor Signature

Date

Owners or Owner's Representative: