

CAUSE NO. JP03-25-RR00000029

KATHRYN COPELAND,

IN THE JUSTICE COURT

PLAINTIFF,

V.

PRECINCT NO. 3

**WEINSTEIN PROPERTIES/WMCI X,
LLC DBA THE BOWERY AT
SOUTHSIDE,**

DEFENDANT.

TARRANT COUNTY, TEXAS

**DEFENDANT'S ORIGINAL ANSWER AND COUNTER CLAIM FOR STATUTORY
DAMAGES AND ATTORNEYS FEES PURSUANT TO TEXAS PROPERTY CODE
§92.004 AND MOTION TO DISMISS AND FOR SANCTIONS**

COMES NOW, Defendant WMCI X, LLC (improperly named herein as WMCI X, LLC DBA The Bowery at Southside Weinstein Properties), Defendant in the above styled and numbered cause (hereinafter referred to as "Defendant") makes and files this, its Original Answer, and Counter Claim for Statutory Damages and Attorneys Fees Pursuant to Texas Property Code, §92.004, and Motion to Dismiss and for Sanctions, and in support thereof would respectfully show unto the Court as follows:

I.

PREFACING STATEMENT

Copeland has no standing to bring this lawsuit. She is not (and was not at the time the lawsuit was filed) a "tenant" as that term is defined in the Texas Property Code, Chapter 92, Section 92.001. Copeland's lease expired on October 26, 202 and though she failed to pay rent from August through October 2025-she was obligated to do so (which is something she now seeks

to have this Court declare – *after the fact* – was not owed). For that reason alone, this case should be dismissed with prejudice.

This case was filed by Copeland, initially as a Pro Se Plaintiff, on November 1, 2025. In that filing, she misrepresented to this Court, the applicable law as related to a deemed Vexatious Litigant (which she had been deemed as such, in January 2025, by a Tarrant County District Court) and knowingly improperly filed her lawsuit, pro se. Copeland is also herself a licensed attorney.

When it was brought to this Court’s attention that Copeland had improperly filed her suit, pro se, the Court dismissed her lawsuit, without prejudice. The lawsuit was then re filed, as an Amended Petition, purportedly by John Douglas, on November 20/21, 2025. Both the original, improperly filed lawsuit and the current lawsuit are untimely and improper because each were filed *after* Copeland was no longer a valid tenant.

While a tenant, Copeland never sought to pursue any available relief with respect to the condition of her apartment, as set forth in Chapter 92, Section 92.056(e). Additionally, Copeland was offered the opportunity to terminate her lease (with no penalty) and this offer was made on June 30, 2025 but Copeland did not accept this offer. Copeland was offered to transfer to another apartment but when she learned that the apartment (which is the apartment at issue in this case) would have to pass an inspection (after the management staff had smelled a heavy odor of dog urine), Copeland stopped pursuing the option of transfer. Instead, Copeland insisted that while remediation/repair work was being performed to the apartment that she be lodged in either an Air BnB or a luxury hotel and for her two dogs to be boarded – all at Weinstein Management’s expense (**to date, Weinstein Management has paid almost \$50,000.00 in hotel lodging and pet boarding costs**). Copeland has asserted (in other settings) that she was “entitled” to this and/or that this is some corroboration that her apartment was “unfit for human occupancy”; however, Weinstein

Management's provision of this (payment for hotel and pet boarding) was neither an agreement that Copeland was ever entitled to this (this is not a remedy provided for in the Texas Property Code, Chapter 92- nor was this contracted for through the lease agreement) nor is it corroboration of any characterization of the condition of the apartment -it was Weinstein's attempt to provide customer service to its then tenant, so that it could move forward with the remediation/repair work. Weinstein Management was not required to do this- and Copeland, in all manners, took advantage of the management company's expressed good will.

Tellingly, Copeland waited to pursue the relief sought through this current lawsuit- until *after* her lease expired, after she was no longer being provided hotel lodging and/or pet boarding from Weinstein Management – all of which ceased after October 26, 2025, and after she made multiple failed attempts to have the 141 Judicial District Court, Tarrant County, order that the lodging should continue.

In this current lawsuit, Copeland conflates various matters- and seeks to litigate matters that are not properly before this court, to include her claims regarding constructive eviction. She further references “disabilities” and environmental sensitivities- and to the extent Copeland attempts to obtain rulings or findings from this court as to any alleged disabilities – and potential claims associated with this assertion, Defendant asserts that any discussion as to this and any attempts to obtain rulings/decisions as to those matters, should not be entertained and/or made- as both are beyond the scope of the subject matter of this lawsuit.

Copeland’s pleadings in this lawsuit, are inaccurate and/or intentionally misstate or omit, certain matters. Copeland contends that she was not required to give written notice of any particular condition requiring repair (the box for that inquiry – was not checked, though other boxes were). Copeland describes the condition at issue as something existing since October 2024;

this is not accurate. Copeland – while “verifying” her “timeline” and her “statement of facts – repair and remedy action” provides information that is not accurate (to some degree) and/or misstate events, and/or - most troubling is that both omit critical information – factually and chronologically – and as such are wholly misleading.

Copeland has further indicated to counsel for Defendant that she intends to use this court’s findings – to support her counter claims in the lawsuit pending against her in the 141st Judicial District court. The lawsuit this was a lawsuit filed by WMCI and its management company, Weinstein Maangement, Inc. – seeking injunctive relief to enable them to obtain access to Copeland’s apartment and provide the remediation and repair work necessary; this was work needed for the very condition that she complains of here in this lawsuit, and which was substantially delayed and impeded by Copeland’s intentional and volitional conduct. Notably- John Douglas – the same attorney who has filed this current lawsuit – sent a Cease and Desist letter on September 16, 2025, threatening to file suit in federal court against WMCI and/or Weinstein Management should they continue efforts to access Copeland’s apartment for the purpose of doing the remediation work in the apartment (and which they had been attempting to get done since July 7, 2025). Once this Cease and Desist was received, and after months of trying to work with Copeland (and/or John Douglas) to move the remediation work forward – Defendant and its management company was forced to resort to legal action against Copeland to obtain necessary injunctive relief. That court issued a TRO and Temporary Injunction against Copeland, and the Temporary Injunction remains in effect. Plaintiff has filed a lawsuit complaining about the work not being completed – which she and her attorney actively prevented (until Plaintiff was enjoined from doing so).

Copeland has indicated that if Defendant (and its management company) will agree to certain matters now (relative to the counter claims she has asserted in the District Court case) – she will either “streamline” or dismiss this repair and remedy lawsuit before December 9. It is unknown what “streamline” means (given that the only issues that will properly be before this Court are issues concerning: 1) Copeland’s lack of standing to bring the lawsuit; and 2) the allegations asserted by Copeland (if the Court moves forward with the case; it is Defendant’s position that the case should be dismissed with prejudice for lack of standing, before ever getting to its “merits” or lack thereof). However, the agreement Copeland seeks to obtain from Defendant (and its management company) is an indication that this repair and remedy lawsuit was brought for no legitimate purpose; instead – it was brought to harass and/or leverage Copeland’s positions asserted through her District Court counter claims.

Because Copeland is not a tenant (as defined by the Texas Property Code) and appears to have brought this case for bad faith, and harassment (and/or attempting to leverage her position in the District Court case filed against her – but in which she has asserted counter claims, and for which she seeks \$17 million), Defendant asserts its counter claims for statutory damages and attorneys fees, pursuant to Texas Property Code §92.004. Defendant also seeks, attorneys fees, pursuant to Texas Property Code §92.005 (though is not seeking a duplicative award with respect to attorneys fees).

II.

Defendant submits the following document in support of its defensive positions and asserted counter claim:

- **Exhibit “A” – Unsworn Declaration of Pamela Quinn (with its attached Exhibits A-1 through A-31; and**

- Exhibit “B” – Original Petition filed by this Defendant and by WMCI (the Weinstein entities) as Plaintiffs, seeking injunctive relief against Copeland.

III.

Defendant asserts that Plaintiff wholly lacks standing and as such, this case should be dismissed with prejudice.

IV.

Defendant generally denies the material allegations in Plaintiff’s Original Petition, in accord with Rule 502 of the Texas Rules of Civil Procedure, and demands strict proof thereof.

V.

Pursuant to 502.5(a)(3), Defendant consents to being served via email service via its attorney of record at the following contact information/email addresses:

Glynis L. Zavarelli
gzavarelli@wandzlaw.com

And

Michelle S. Sortor
msortor@wandzlaw.com

VI.

Defendant further asserts that Plaintiff’s alleged damages, if any, were caused by events or conditions wholly beyond the scope and/or control of Defendant, and for which Defendant is neither responsible nor liable.

VII.

Defendant asserts that Plaintiff's own intentional actions/conduct proximately caused Plaintiff's alleged damages and as such, damages awarded to Plaintiff, if any, should be reduced and/or barred in their entirety.

VIII.

Defendant further asserts that damages sought through Plaintiff's repair and remedy cause of action, inclusive of her claim for attorney's fees, is not supported by the applicable law and is additionally inapplicable based upon the facts and/or circumstances of this case, and as such, are not recoverable by Plaintiff.

IX.

Defendant further asserts that it complied with the requirements of Texas Property Code, Section 92.052 and that Plaintiff's own conduct – either in potentially causing the condition for which she complains, exacerbating that condition and/or delaying and impeding the remediation and repair of that condition.

X.

Defendant further asserts that Plaintiff failed to give proper and timely notice of the condition at issue, purposely delayed giving such notice (in violation of the lease agreement) and that the June 27, 2025 letter ("notice") emailed by Plaintiff was not the "second" notice; it was the first notice of the condition (HVAC and guest bedroom mold condition) and that again, even this was untimely and as such, fails to comply with Copeland's obligations under Chapter 92 of the Texas Property Code.

XI.

Defendant asserts that the March 5, 2025 “notice” – email regarding the area by the door - resulted in the immediate remedy of that condition; Plaintiff renewed her lease in May 2025, with no complaint having been made before renewal – and after renewal, never mentioned it again until the June 27, 2025 “notice”. Since that time, mold testing has been done (recently in October 2025) and does not show any significant findings there – as such, any reference to the area by the door is confusing and misleading, and should not be considered by this Court.

XII.

This lawsuit, Plaintiff's allegations and Plaintiff's conduct have been asserted and/or orchestrated/perpetuated in bad faith and for the purpose of harassment.

XIII.

Plaintiff's repair and remedy lawsuit is wholly without merit:

Defendant further asserts that Plaintiff has systematically and actively engaged in a course of conduct through which Plaintiff has demonstrated acts of willfully and intentionally interfering with the remediation efforts by Defendant (the remediation efforts made in response to Plaintiff's complaint regarding the condition of the apartment) and as such, such conduct was a violation of Plaintiff's lease agreement, and pursuant to Chapter 92 of the Texas Property Code, this conduct should serve to bar Plaintiff from any and all relief sought from this court.

The chronology of events and information regarding Plaintiff's conduct are fully set forth in the Unsworn Declaration of Pamela Quinn (attached hereto as **Exhibit “A”**, along with its Exhibits) and the resulting impact of Plaintiff's conduct is also set forth in the Unsworn Declaration of Pamela Quinn (with the attached Exhibits to same) as well the information factually plead in **Exhibit “B”** – the Original Petition filed by Defendant (along with its management

company, Weinstein Management- as Plaintiffs in the 141st Judicial District Court case). These acts include, but are not limited to:

- Failing/refusing to move her personal property within the confines of the apartment, as necessary, at the appropriate time so that the areas necessary for remediation work could be accessed and the remediation work could begin (after having been repeatedly requested to do so); noting that Plaintiff asserts that movement of her personal property – by which to access areas necessary for remediation/repair work – has been asserted by Plaintiff, in her lawsuit, that this was an act of “retaliation”;
- Failing to respond timely to requests to allow access to the apartment for necessary inspection, once ServPro was contracted to inspect and provide their services; once ServPro inspected, then refusing to allow the work to go forward;
- Disparaging Defendant to necessary third-party entities/companies [necessary for the remediation efforts];
- Threatening legal action against necessary third-party entities/companies [necessary third parties for the remediation efforts], by sending “demand letters” resulting in those companies refusing to remain involved in the work (and which has created additional unnecessary delay in performing the remediation/repair work, so that the apartment can once again be occupied by Plaintiff); noting that Plaintiff has asserted that her apartment is “unfit for human occupancy” and that it was in need of remediation (**while repeatedly returning and/or staying at the apartment without the remediation having been completed**);
- Filing a frivolous police complaint/report against Defendant, based upon Defendant’s lawful right to enter the apartment and begin the process of conducting necessary repair/remediation work (resulting in a police investigation and use of Defendant’s resources in responding to same) - filed on August 17, 2025 (per Plaintiff); per the police report, she was advised by law enforcement personnel that no criminal activity had occurred;
- John Douglas (with Plaintiff’s approval) filed a retaliation lawsuit – now pending in this court- which was filed on the heels of additional threatening correspondence – stating in the correspondence that other things, he wanted **an assurance that no further entry would be made in the apartment, indicating a small claims court lawsuit was being filed, and indicating that without written assurance that no further entry would be made, a temporary restraining order would be filed**. This is the same lawyer who “re filed” Plaintiff’s meritless repair and remedy case – now pending.
- Asserting that remediation work would be “spoliation”, threatening to seek a TRO as to same, and then refusing to conduct an offered inspection, in order to preserve whatever evidence Plaintiff thought required such – noting that Plaintiff had access to

the apartment since the date she was relocated to a high end hotel [paid for by Defendant] and has been in and out of the apartment [obtaining personal property items], during which time she took photographs and video (this occurred during the weekend of August 16-17 and she returned to the apartment on multiple other occasions); regardless, Plaintiff and her counsel in this lawsuit, were offered the opportunity to inspect on numerous occasion and both Plaintiff and her counsel, made no effort to schedule same (and instead continued to assert the remediation work – the work she is now telling this court was not timely done (entitling her to various forms of relief to include \$20,000 in damages) was spoliations and continued to threaten litigation and other actions – in an effort to continue to delay and stop the work);

- Refusing to participate in discussions regarding selection of a new company to obtain an updated mold assessment report and once same was selected, a protocol completed and remediation was scheduled to begin
- Moving back into the apartment on September 11/12 and residing there through September 19, 2025- after remediation preparation work had started, and refusing to allow management access to ensure the preparation work had not been disturbed and to ensure the HVAC had not been turned on; and then turning on the HVAC (after being told not to do so) – which caused a water intrusion event (causing more damage to the apartment and additional delay to the remediation and repair efforts; and
- When Plaintiff was advised (on September 15, 2025) of the start date for the new remediation company to begin its work, on September 16, 2025, Plaintiff's counsel – John Douglas- sent email correspondence, which included a “Cease and Desist” - to the undersigned counsel – advising that Defendant was not permitted to enter her apartment and stating:

*“You and your agents must immediately **CEASE AND DESIST** from all harassment, retaliation, and unauthorized entry into Unit 2145. Ms. Copeland does not consent to entry. Any further attempts will be treated as trespass, retaliation, and spoliation of evidence”*

Plaintiff and her counsel should be sanctioned for filing this litigation. John Douglas and Plaintiff both engaged in a course of conduct to prevent the very work they sue over now – and this Court (and none other) should allow or permit this type of behavior to be rewarded.

XIV.

In addition to denying Plaintiff's allegations, Defendant asserts that it has been more than diligent in working toward remediation and repair – in spite of Plaintiff's conduct and interruptive, impeding and disruptive behaviors, and refers this Court to the Unsworn Declaration of Pamela Quinn and the Original Petition from the District Court case, attached hereto as **Exhibit "A"** (with its attachments) and **Exhibit "B"**, respectively, Defendant has *instead* done the following:

- Properly responded to Plaintiff's emails, to include giving her updates on the status of the work;
- Engaged (and paid) multiple third-party vendor/service providers to attempt to conduct the necessary repairs/remediation work - to include developing a required protocol for the work, preparing a cost estimate for the work, and beginning work necessary to engage in the actual remediation process;
- Cooperated fully with the Texas Department of Licensing and Regulation in order to be able to begin the remediation work and in reference to the investigation it conducted, based upon Plaintiff's complaints made to it;
- Ultimately, retained the mold assessor that Plaintiff selected and used initially/originally for a mold assessment, in order to obtain an updated assessment and protocol (however, this assessor withdrew from performing the work, as of August 25, 2025- due to Plaintiff's DTPA demand letter sent to the company, again, a company that she originally selected);
- Given that the updated mold assessment was not performed as was scheduled, on August 27, 2025 (because that mold assessment company withdrew from the work) [see above bullet point], Defendant made clear that it would attempt to reach agreement on a different mold assessment provider (noting that Defendant has no legal obligation to reach such agreement - but was attempting to move the remediation work forward). Defendant requested that Plaintiff provide names of mold assessment companies she wished to use and indicated it would provide names of mold assessment companies it wished to use - and that this exchange would take place on August 28, 2025, so that agreement could hopefully be reached as to which company to use. On that date, counsel for Defendant provided the names of two mold assessment companies for Plaintiff's consideration but received no suggested companies from Plaintiff and received no response to the names counsel for Defendant provided (and as such,

arrangements were made for one of those assessment companies to provide the updated assessment);

- Secured an updated mold remediation protocol, based on the updated assessment;
- Obtained contact information for qualified and certified mold remediaters to again, begin the remediation/repair process (nothing that the original mold remediation company could not be used – as it ultimately indicated it would not continue to work on this apartment, after receiving a DTPA demand letter from Plaintiff’s counsel);
- Engaged a second qualified and certified mold assessment company to provide the remediation work;
- Notified Plaintiff on September 15, 2025 that remediation work would again, begin on September 22, 2025 (pursuant to which Plaintiff’s counsel in this lawsuit sent the undersigned counsel a Cease and Desist on September 16, 2025- which threatened again that Plaintiff would be filing a “TRO” [in federal court] to, amongst other things, prohibit Defendant from accessing Plaintiff’s then apartment);
- **After being sent the Cease and Desist (on September 16, 2025), Defendant was forced to file suit in state District Court, and seek a temporary restraining order and temporary injunction (both have been granted) in order to prevent additional attempts by Plaintiff to interfere with/impede remediation efforts (and the remediation and repair work for the apartment continues)**

The above acts demonstrate Defendant’s clear intent and attempt to respond to issues concerning the condition of the apartment and to various demands made by Plaintiff, through the time that Plaintiff had an active lease agreement with Defendant. The information provided herein (as well as the Exhibits attached to this Answer) make clear that Defendant has been diligent in getting the work performed on this apartment (and further, serves to rebut the presumption that 7 days is a “reasonable” time within which this particular condition could be repaired and/or remedied).

XV.

To the extent Plaintiff's petition asserts a "constructive eviction" claim, this is improper as it is not properly before this Court. Further, Plaintiff cannot meet the elements of this claim/cause of action, for various reasons, including but not limited: she continued to access the apartment, she went back and resided in the apartment for approximately 8 days, she continues to improperly store her personal property on the balcony and in storage rooms at the apartment (refusing to remove the items) and has refused to return access devices. As such, Plaintiff never actually vacated the apartment at all.

XVI.

Further, whether in relation to repair and remedy or a constructive eviction claim, Plaintiff's continued access into and residing in the apartment establishes that she actually did not believe the apartment to be uninhabitable and/or that she did not actually believe the condition of the apartment was a condition that materially affected her physical health or safety; thus, providing additional insight into the completely frivolous nature of this litigation.

XVII.

Plaintiff's claims for damages are as frivolous, meritless and spurious as the allegations she has made. She has shown no actual damages as she alleges. Further, Plaintiff's attempt to recoup rent paid (not by her but by two gentleman, on her behalf as a gift— during the months of March, April, May, and July) and/or attempt to have this Court, late issue an order that indicates she owed no rent then, during the time Defendant provided hotel lodging and pet boarding (and when she made no effort to seek any judicial remedy, per the Texas Property Code, Chapter 92, when she actually had standing to do so). This request for rent abatement is improper, is waived

and is moot. Further, such request is reflective of the unreasonable nature of the damages sought. To be clear, Defendant (without being required by contract or statute) did the following for Plaintiff:

- Provided Plaintiff hotel lodging (at hotels in the Fort Worth area which Plaintiff herself located and requested, which are ADA-compliant and which are described as a “luxury resort” hotel or as a hotel with luxury amenities) (again, while Plaintiff wholly failed to pay her August rent, wholly failed to pay her September rent and wholly failed to pay her October rent – such failures are not condoned by the Texas Property Code);
- Provided Plaintiff with three choices for lodging from September 10-30, and indicated she could select from the three, when no selection was made, Defendant secured a reservation for September 10 through September 30, 2025, at one of those three suggested hotels, which was an ADA-compliant hotel; the room contains a kitchenette (microwave and refrigerator), is pet friendly, and provides a free breakfast (Plaintiff refused this hotel);
- Plaintiff returned to her apartment on or about September 11 or 12, and is thought to have resided there through September 19, 2025 (even though Defendant has secured a hotel reservation for her [which again, Plaintiff refused]); thereafter, Defendant has provided hotel lodging for her at a third “luxury hotel” from September 19, 2025 through October 26, 2025 (again, with Plaintiff failing to pay rent from August through October 2025);
- Provided pet boarding to Plaintiff’s two dogs from July 14, 2025 and through October 26, 2025; (the boarding has included costs associated with food and grooming, neither of which Plaintiff has provided during the times the dogs have been boarded);
- Incurred an amount that exceeds \$50,000.00 for hotel lodging and pet boarding for Plaintiff, since July 14, 2025 (with Plaintiff having paid no rent for August, September or October).

XVIII.

Further, with respect to Plaintiff’s damage claims, Defendant assert that such were caused by Plaintiff’s own conduct and/or that Plaintiff failed to mitigate her damages, and as such, same should be reduced and/or barred in their entirety.

XIX.

Defendant further asserts all rights, remedies, defenses/affirmative defenses, and relief afforded to it by and/or through Chapter 92 of the Texas Property Code.

XX..

Defendant asserts that Plaintiff is not entitled to recover attorney's fees, under any provision of Chapter 92 of the Texas Property Code.

XXI.

While Defendant asserts that Plaintiff is not entitled to recover any type or amount of damages from Defendant, Defendant asserts that it is entitled to an offset with respect to any damages awarded to Plaintiff, which includes but is not limited to: 1) rent owed for August 2025; 2) rent owed for September 2025; 3) rent owed for October 2025; 4) unnecessary expenses incurred by Defendant as a result of Plaintiff's course of conduct; 5) increased cost of remediation resulting from Plaintiff's dilatory actions and efforts in preventing the remediation to move forward); 6) monies paid for alternative lodging provided; 7) monies paid for dog boarding (inclusive of payment for food and grooming). Defendant reserves the right to amend and/or supplement with additionally offset elements.

XXII.

Defendant additionally asserts that Plaintiff's claims for pre-judgment interest are limited by the dates and amount set forth in:

- a. Chapter 304, Texas Finance Code; and
- b. Chapter 41, Tex. Civ. Prac. & Rem. Code.

XXIII.

DEFENDANT'S COUNTER CLAIM

Plaintiff's lawsuit is baseless, without merit and was filed and brought in bad faith and for the purposes of harassment. As such, Defendant is entitled to an award of its attorney's pursuant to Texas Property Code §92.004, one month's rent and \$100.00.

XXIV.

DEFENDANT'S MOTION TO DISMISS AND FOR SANCTIONS

This lawsuit is frivolous and was filed in bad faith and for the purpose of harassment. Plaintiff and her counsel engaged in a course of conduct which served to delay and impede the remediation and repair of the apartment, and now Plaintiff (who lacks standing) seeks to benefit from such conduct, by: seeking damages in the amount of 20,000 and seeking to have an Order entered, after the lease has expired – to excuse Plaintiff from her rent obligations and the amount due and owing for back rent. Plaintiff further requests and Order from this Court which she lacks standing to request, and which is wholly unnecessary regarding repair of the apartment (an apartment for which she is not permitted to enter, per Court Order and for which she has no legal right to enter, in any regard). This is an abuse of process.

As such, this case should be dismissed with prejudice and Plaintiff and her counsel should be sanctioned, pursuant to Rule 13 of the Texas Rules of Civil Procedure and Texas Civil Practice and Remedies Code,. Chapters 9 and 10.

WHEREFORE, PREMISES CONSIDERED, Defendant prays that Plaintiff take nothing from this Defendant, that Defendant recover the statutory damages as plead, that Defendant recover its costs of court and its attorney's fees, and for such other and further relief, at law or in equity, both general and specific, to which Defendant may be justly entitled.

Respectfully submitted,



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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served on counsel of record the **5th day of December, 2025** in accordance with the Texas Rules of Civil Procedure.

Via Electronic Service

John A. Douglas



GLYNIS L. ZAVARELLI

EXHIBIT “A”

UNSWORN DECLARATION OF PAMELA QUINN

STATE OF VIRGINIA §

§

COUNTY OF HENRICO §

1. “My name is Pamela Quinn. I am over the age of 18, of sound mind, and capable of swearing to the facts contained herein. I have never been convicted of a felony or misdemeanor involving moral turpitude.”
2. “The facts stated in this Unsworn Declaration are within my personal knowledge (and to some extent based upon review of attached documents), and are true and correct.”
3. “I am the Assistant Director of Asset Management and Support for Weinstein Management Co., Inc. I have worked for Weinstein Management Co., Inc. for over 15 years. Weinstein Management Co., Inc. (hereinafter, “Weinstein Management”), manages the property known as “The Bowery at Southside” (hereinafter referred to as “The Bowery”), located at 405 Crawford Street, Fort Worth, Texas. The Bowery. The Bowery is a multi-family apartment complex owned by WMCI Dallas X, LLC (hereinafter, “WMCI”),”
4. “With respect to management and operation of the Bowery, Weinstein Management provides the staff to conduct all necessary tasks, to include as related to leasing, rent collection, maintenance, and general operations. If a lease violation, Notice of Termination or Notice to Vacate is necessary, the management staff for Weinstein Management issues these notices to a tenant (to include individuals whose leases have expired, and who refuse to leave the property). ”
5. “In my position with Weinstein Management, I oversee the operation and management of various apartment complex properties, to include The Bowery, working closely with the management staff and with tenants. I was involved in the operation and management of the Bowey apartment complex at all relevant times. As a part of my job responsibilities, I am actively involved in assisting with coordination of maintenance projects, to include locating and contracting with third party service providers, interacting with and coordinating with and through necessary agencies, and when necessary, I am involved in direct interactions with tenants with respect to various types of matters.”
6. “I am aware that WMCI X, LLC has been sued by Kathryn Copeland (“hereinafter referred to as “Copeland”) in Justice Court, Precinct 3, in Tarrant County, Texas. I have reviewed these lawsuit papers and have read that Copeland asserts various issues concerning the repair of the apartment at The Bowery, where she previously had a valid

lease (Apartment 2145). I have also read that she seeks various forms of relief, to include an Order to make certain repairs to the apartment, an Order reducing her rent to zero dollars for the time period of March 2025 forward, and seeks to be reimbursed rent for a certain period of time (March 2025 through July 2025) as well as other money damages. I am aware that this lawsuit was filed on November 1, 2025 initially and then re filed November 21, 2025 and both of these dates are after Copeland's lease had expired. Her lease expired on October 26, 2025. Since October 26, 2025, Copeland has refused to vacate the apartment in totality— in that she has items remaining in two storage rooms at the apartment complex, items placed on the apartment balcony and she has failed to turn in her access devices/keys.”

7. “I am the records custodian of Weinstein Management Co., Inc., and as such, I am the custodian of the records attached to this affidavit.”
8. “The records attached to this affidavit consist of the following:
 - **Exhibit “A-1”:** Application for The Bowery at Southside, completed by Kathryn Copeland
 - **Exhibit “A-2”:** The Lease Agreement entered into between Kathryn Copeland and WMCi;
 - **Exhibit “A-3” :** Move in Inspection Form, completed by Kathryn Copeland
 - **Exhibit “A-4”:** Notice of Termination of Lease (August 26, 2025);
 - **Exhibit “A-5”:** Work orders relating to the apartment rented by Kathryn Copeland;
 - **Exhibit “A-6”:** Email correspondence from Kodi Walker to Kathryn Copeland, dated June 27, 2025;
 - **Exhibit “A-7”:** Email correspondence from Kodi Walker to Kathryn Copeland, dated June 30, 2025;
 - **Exhibit “A-8”:** Email correspondence from Jessica Calkins to Kathryn Copeland on July 7, 2025;
 - **Exhibit “A-9”:** Correspondence between Kodi Walker and/or Jessika Calkins and Kathryn Copleand, July 8-11, 2025;
 - **Exhibit “A-10”:** Correspondence between Kodi Walker and/or Jessika Calkins and Kathryn Copeland, dated July 12-14, 2025;
 - **Exhibit “A-11”:** Email exchange between Pamela Quinn (and other staff) and Kathryn Copeland (July 30, 2025- August 3, 2025);

- **Exhibit “A- 12”:** August 6, 2025 Notice to Vacate for Non-Payment of Rent;
- **Exhibit “A-13”:** Fort Worth Police Department report – report made by Copeland on August 17, 2025;
- **Exhibit “A-14”:** August 18, 2025 DTPA demand letter sent to Weinstein and to ServPro;
- **Exhibit “A-15”:** August 20, 2025 correspondence sent to Copeland, by Glynis Zavarelli;
- **Exhibit “A-16”:** August 20, 2025 correspondence sent to Glynis Zavarelli from John Douglas;
- **Exhibit “A-17”:** August 21, 2025 email sent by Copeland to ServPro;
- **Exhibit “A-18”:** August 21, 2025 correspondence sent to Glynis Zavarelli, from ServPro’s attorney;
- **Exhibit “A-19”:** August 25, 2025 correspondence from Jana Reist, attorney for Biotex, sent to Pamela Quinn,;
- **Exhibit “A-20”:** August 25, 2025 correspondence sent by Rebecca Lay (with ServPro) to Pamela Quinn;
- **Exhibit “A-21”:** August 26, 2025 correspondence sent to John Douglas by Glynis Zavarelli;
- **Exhibit “A-22 ”:** Dallas Mold Consultants’ invoice;
- **Exhibit “A-23”:** Dedicated Mold Specialist Estimate (prior to the September 11/12-19, 2025 time frame, water intrusion event);
- **Exhibit “A-24”:** Correspondence from Pamela Quinn to Copeland, dated September 12-15, 2025;
- **Exhibit “A-25”:** September 15, 2025 Correspondence to Copeland;
- **Exhibit “A-26”:** Correspondence from John Douglas to, among others, Pamela Quinn, dated September 16, 2025;
- **Exhibit “A-27”:** Key Log Audit for Apartment 2145;
- **Exhibit “A-28”:** Photographs of Unit 2145 taken by Weinstein Management staff, taken on September 22, 2025;

- **Exhibit “A-29”:** Temporary Restraining Order, dated October 2, 2025;
 - **Exhibit “A-30”:** October 23, 2025 email to Copeland from Dayna Boor (Dallas Mold Consultants);
 - **Exhibit “A-31”:** Temporary Injunction; and
 - **Exhibit “A-32”:** November 5, 2025 Notice to Vacate.
9. “The records attached to this affidavit, consisting of 272 pages (excluding exhibit sheets) are kept in the regular course of its business. It was the regular course of that business for an employee or representative of the business with knowledge of the act, event, condition, or opinion recorded to make the record or to transmit information thereof to be included in such record. The record was made at or near the time of the act, event, condition, or opinion recorded, or reasonably soon thereafter. The attached records are the originals or exact duplicates of the originals.”
10. Copeland completed her lease application on October 13, 2023, in which she stated that she worked for “Quintessential Entertainment, Inc.,” and that she made \$5,000.00 a month. She noted that her dogs, “Ruby” and “Moon” were not service animals. Copeland’s application is attached as **Exhibit “A-1”**.
11. “On or about October 18, 2023, WMCI entered into a standard Texas Apartment Association lease agreement with Copeland, for the rental of an apartment unit located at 405 Crawford Street, Apt. 2145, in Fort Worth, Texas, 76104. The original lease agreement, dated October 21, 2023 to December 22, 2024, is attached as **Exhibit “A-2”**. **Exhibit “A-2”** includes Copeland’s initial lease and subsequent lease extensions.”
12. “Copeland completed a Move In Inspection form, in October, 2023, which did not note any visible mold, mold smells, and/or any indication of past or current issues with water intrusion.” See **Exhibit “A-3”**.
13. “This lease agreement was extended as to the following periods of time, as between WMCI and Copeland:
- December 23, 2024 to May 25, 2025; and
 - May 25, 2025 to August 26, 2025. See **Exhibit “A-2”**.”
14. “Copeland’s rent for 2025 for January through July was paid as follows:
- Richard K. Fawcett paid \$2,450.00 on January 2, 2025.
 - Richard K. Fawcett paid \$2,519.75 on January 30, 2025.

- Richard K. Fawcett paid \$2,518.66 on March 1, 2025.
- Richard K. Fawcett paid \$2,513.80 on April 4, 2025.
- Richard K. Fawcett paid \$2,589.21 on April 30, 2025.
- Postal Money Order Serial Number 29782159402, in the amount of \$510.00, was posted on June 3, 2025.
- Postal Money Order Serial Number 29782159380, in the amount of \$1,000.0, was posted on June 3, 2025.
- Postal Money Order Serial Number 29782159391, in the amount of \$1,000.00 was posted on June 3, 2025.
- Steve Burre paid \$2,515.93 on July 1, 2025.

Neither Mr. Fawcett nor Mr. Burre are listed as occupants on the lease, neither were tenants and neither served as any sort of co-signor for the lease agreement entered into with Copeland. As such, neither of these gentleman had any obligation to pay rent to WMCI.”

15. “Copeland did not pay rent for August, September, or October of 2025, and no one paid rent on her behalf. Per the terms of her lease agreement, rent abatement is not provided should a tenant have an issue with the condition of their apartment (the lease language specifically states this will not be provided); the lease provides identification of the remedies provided by Chapter 92 of the Texas Property Code. See **Exhibit A-2”**.
16. Although Copeland’s lease expired on October 26, 2025, she has failed to remove her personal property items from the storage rooms and balconies and still maintains all access devices, and she also made no rent payment for November 2025.”
17. “Per the terms of the May 2025 lease extension, a minimum of 60 days’ notice was required as to: termination of the lease/intent to move-out by Copeland, and non-renewal as to WMCI and/or Weinstein Management. Copeland’s extended written lease (entered into on in May 2025) expired on August 26, 2025. Copeland was provided notice that day that WMCI and/or Weinstein Management would not be renewing her lease and informed that her last date of occupancy as a tenant would be October 26, 2025. The Notice of Termination of Lease, is attached as See **Exhibit “A-4”**.“
18. “On August 29, 2024, Copeland submitted a work order stating that she suspected a leak under her sink. The area was inspected and no leak was found, although it was noted that there were items leaning on water lines. See **Exhibit “A-5”**.

19. “On September 9, 2024, Copeland submitted a work order relating to the performance of her HVAC. No mold was detected. See **Exhibit “A-5”.**”
20. “In October 2024, and again in March 2025, organic growth (which was noted not to be mold by the maintenance technician) was observed on the wall next to the front door. As there was no source of water in this area of the apartment, it was determined that a possible cause was condensation from the HVAC unit being turned on high. Each time, the area was treated, by cleaning the area with bleach and water, and use of Kilz and the area was painted. See **Exhibit “A-5.”**”
21. “In May 2025, Copeland renewed her lease, for a lease term of May 25, 2025 through August 26, 2025. Copeland did not submit a signed lease renewal, prior to August 26, 2025.”
22. “Copeland made no further complaints regarding alleged mold at the area beside the door, until June 27, 2025.”
23. “From September 2024 through May of 2025, Copeland’s HVAC filter was changed five times; at no point during these changes (which were conducted by Weinstein Management’s maintenance staff) was any mold detected or suspected within the HVAC Unit or closet in which the HVAC unit was contained.”
24. “At no point in time from September 2024 until June 27, 2025 did Copeland report any visible or suspected mold or smells she associated with mold, relating to the HVAC closet.”
25. “Copeland made no complaints about mold in her guest bedroom, prior to June 27, 2025.”
26. “On or about June 3, 2025, Copeland submitted a work order which stated: “Hi - I am not sure if it is the A/C or a leak somewhere, but I hear a consistent dripping or splashing sound in my main living area. It's pretty noticeable.” See **Exhibit “A-5”.**”
27. “On or about June 4, 2025, maintenance workers entered Copeland’s apartment. No leak was detected. The HVAC unit was unclogged. No mold was detected inside the HVAC unit closet at that time.”
28. “From June 4, 2025 to June 27, 2025, Kathryn Copeland did not report that she believed mold was present in her apartment to WMCI and/or Weinstein Manageent, did not report that she had suspicions of mold present in her apartment, did not report that any visitors or guests that she had to the apartment had observed or smelled mold, or that she had hired a mold assessment consultant to inspect her apartment.”
29. “On June 18, 2025, at 2:29 p.m., Copeland placed another work order, stating “I think there maybe a leak or something in the A/C system cause I hear that splashing sound again. And just now I heard something that sounded like water. I recorded it on my

phone for you.” Maintenance staff went to the apartment, and assessed the HVAC. No leak was noted. The drain for the HVAC was unclogged at that time. Growth was noted and the area was dry. See **Exhibit “A-5”.**

30. “On June 27, 2025, Kathryn Copeland sent correspondence (purporting to be, among other things, a “demand” pursuant to Texas Deceptive Trade Practices Act, and “notice” under Texas Property Code), in which she contended that harmful mold existed within her apartment.”
31. “On June 27, 2025, Weinstein Management’ staff (to include Kodi Walker, the manager) inspected Copeland’s apartment and assessed the area at issue, and on that date, also emailed Copeland, to propose a plan of repair/remediation, contemplating that portions of the repair could be performed in-house. See **Exhibit “A-6”.**”
32. “Copeland was not agreeable to having the repair performed in the manner suggested and as such, the work did not proceed, and Copeland was offered a transfer to another unit, and/or to early terminate her lease without penalty. **Exhibit “A-7”.**”
33. “Copeland never indicated any interest in terminating her lease early. On June 30, 2025. Copeland stated through email that she did not consent to entry to her apartment for “unlicensed remediation or inspection.”.”
34. “On July 7, 2025, Weinstein agreed to provide paid lodging for Copeland at The Nobleman hotel (a hotel she had selected) and agreed to place her dogs in boarding (at Weinstein Management’s expense) (although the hotel was pet-friendly). **Exhibit “A-8”.**
35. “On July 8, 2025, I began communicating with Biotex to request a mold protocol. Biotex was the mold assessment company used by Copeland and whose report she had provided to Weinstein Management on June 27, 2025. Biotex agreed to do prepare the protocol, and also provided names of mold remediation companies for my review and consideration.”
36. “Also, by July 8, 2025, Weinstein Management had been in contact with ServPro (a licensed mold remediation company) to request this vendor to inspect Copeland’s apartment and, also requested via email to Copeland, that she allow access to her apartment on July 8, 2025 for this inspection Additional attempts were made to communicate with Copeland to arrange for this inspection and ultimately, Copeland agreed to permit the inspection to go forward on July 11, 2025 (and Weinstein Management continued to follow up as to Copeland’s desire to transfer to another unit). See **Exhibit “A-9”.**
37. “On July 13, 2025, I received the initial mold protocol from Biotex (and this was paid for by Weinstein Management).”

38. “On July 12-14, 2025, Weinstein staff emailed with Copeland, in which she was informed that while transfer to another unit was still an option, her then current apartment would need to pass inspection, and she was advised that a “strong pet urine odor” had been detected during the inspection conducted by Weinstein management staff and ServPro. Thereafter, Copeland did not pursue transfer to another unit and instead, re-urged her request for hotel lodging, which was again offered to her, for The Nobleman (a four-star hotel, that she had requested), and her dogs were boarded.” **Exhibit “A-10”.**
39. “On July 14, 2025, instead of accepting lodging at The Nobleman as she had been requesting, Copeland instead then demanded that she be placed at The Bowie House (which is a five-star hotel and substantially more expensive, but which did not have a kitchenette, an amenity Copeland had previously demanded as being “required” to accommodate her unidentified “disabilities”). Weinstein Management’s staff confirmed reservations at The Nobleman had been made, but that same would not include “incidentals” – which would be Copeland’s responsibility and she began her lodging there.”
40. “On July 22, 2025, Copeland was assured that all required steps had been completed prior to remediation, and that Servpro would be completing the remediation per the protocol and was advised that the work would start on July 24, 2025.”
41. “ServPro intended to start its work on July 24, 2025 (using the initial Biotex, July 18, 2025 protocol), but could not start that day due to ServPro needing to communicate certain matters with TDRL (the Texas Department of Licensing Regulation). Thereafter, on July 31, 2025, at Copeland’s request Biotex provided a “revised” remediation protocol, and no work could be done while Copeland had yet to move the necessary property in the apartment and had not provided permission for movement of the property.”
42. “In preparation for the remediation/repair of Copeland’s apartment, and as a measure of courtesy, between July 30, 2025 and August 1, 2025, Copeland was asked to move her belongings and/or asked for permission to move her belongings so that the work could begin. Copeland failed/refused to move the items or to provide her permission for staff to move the property within the apartment. Rather than cooperate with this request (as her lease required), she responded in a discourteous manner. See **Exhibit “A-11”.**
43. “Copeland did not pay August rent and therefore on August 6, 2025, Copeland was served a Notice to Vacate for Non-Payment of Rent. See **Exhibit “A-12”** (though no eviction was ever pursued in response to this Notice to Vacate).”
44. “Biotex provided another revised mold protocol, dated August 4, 2025, and requested that ServPro refrain from starting its work, at that time. Based on this second revised protocol, ServPro indicated it would need to revise its estimate for its services and on August 5, 2025, I requested ServPro to move forward with providing the revised

estimate. Copeland had still not provided any indication that she would move the property that had been requested or permit Weinstein Management to do so; however, I was attempting to continue to move the project forward. I approved the updated invoice on August 6, 2025 and requested information from ServPro as to when it could get started. ServPro required a seven day notice period to schedule the work and I was aware that the work could not start until the property was moved (out of the way, inside of the apartment). ServPro provided a schedule for the work, anticipating it could begin on or about Thursday, August 14, 2025. Thereafter, ServPro provided a schedule for its anticipated work, which had the work starting on Thursday, August 14, 2025, by beginning containment set up. As such, still with no response from Copeland as to movement of her property, Weinstein Management's maintenance staff moved the property so that ServPro could access necessary areas. Though Weinstein Management's staff ultimately moved the items, as necessary, Copeland's failure to respond to this request, ultimately caused additional delay to the remediation/repair work.”

45. “ServPro then began preparing for its work by setting up the containment and completing this, along with air scrubber installation, on August 14 and 15, 2025. ServPro’s equipment and information identifying the company, was visible in the apartment and it placed the required signage on the door.”
46. “On August 17, 2025, upon discovering that certain personal property items had been moved from the guest bedroom to other rooms of the apartment, Copeland called the Fort Worth Police Department to make a complaint about “criminal activity”. I have reviewed the Fort Worth Police Department report and note that the police determined that no criminal activity had occurred. See **Exhibit A-13”.**”
47. “On August 18, 2025, Copeland sent another DTPA demand letter to Weinstein Management, and also to ServPro, and asserted, among other things, that entry into her apartment was a trespass and an unauthorized entry. See **Exhibit A-14”.**”
48. “Servpro contacted the Texas Department of Licensing and Regulation, and secured notice with same that remediation would begin Copeland’s apartment on August 21, 2025, and was expected to be completed by September 2, 2025, at the earliest.”
49. “On August 20, 2025, Weinstein’s counsel, Glynis L. Zavarelli, sent correspondence to Copeland and I have reviewed that correspondence. Ms. Copeland was advised in that correspondence that the remediation work would be paused in order to provide an opportunity for the apartment to be inspected by Copeland (and any expert she would like to include) but that the work would resume on August 21, 2025, with an expected completion date of September 2, 2025. See **Exhibit “A-15”.**
50. “On August 21, 2025, Ms. Zavarelli received correspondence from John Douglas, which was dated August 20, 2025 and which among other things, indicated he wanted an assurance that no further entry would be made to the apartment, indicating a small claims court lawsuit was being filed, and indicating that without written assurance that

no further entry would be made, a temporary restraining order would be filed. See **Exhibit A-16**.

51. “On August 21, 2025, Copeland filed a “retaliation” lawsuit in Justice of the Peace Court No. 4, asserting that various lawful actions of Weinstein entities constituted “retaliation” based on her report of “mold” 53 days prior.”
52. “On August 21, 2025, Copeland emailed, ServPro, demanding that no work be performed on her apartment, and asked if ServPro intended to proceed under the August 4, 2025 protocol (stating that the condition had changed) and requesting various types of information from ServPro and stated that Weinstein was using ServPro to “cover for other activities that aren’t actually a full, licensed remediation” and accusing Weinstein of “taking short cuts” which “expose others to liability” while “keeping themselves insulated” and referring to ServPro as a “scapegoat”. This email again refers to spoliation, and demanding ServPro’s position by noon the following day. See Exhibit **“A-17”**. ”
53. “On August 22, 2025, I received notice from ServPro, that it would be terminating all work in Copeland’s apartment unit.”
54. “On August 22, 2025, Glynis Zavarelli received correspondence from ServPro’s counsel that ServPro was immediately terminating its work. See Exhibit **“A-18”**. ”
55. “On August 25, 2025, Weinstein contacted Biotex to perform a new assessment given the length of time which had passed since the original assessment.”
56. “On or about August 25, 2025, I received email correspondence from Biotex’s attorney, stating that Copeland had sent a legal demand and that she does not consent to Biotex involvement or inspecting her unit (and this again, was the company had used to obtain the initial June 18, 2025 assessment and who had prepared the first three mold remediation protocols). As such, Biotex did not perform the assessment it had scheduled for August 27, 2025. See Exhibit **“A-19”**. ”
57. “On August 25, 2025, ServPro requested access to the apartment to remove equipment from/around the containment area it had already put in place. **Exhibit “A-20”**. ”
58. “On August 26, 2026, Glynis Zavarelli sent correspondence to Copeland. I have read this correspondence, and in part it suggests a process by which an agreed mold assessment company could be selected and scheduled to complete an updated assessment. Per this plan, Weinstein Management and Copeland were both asked to provide the names of two mold assessment companies by August 28, 2025 and from there, discussions could take place by which an agreement could perhaps be reached. See **Exhibit “A-21”**. ”

59. “On August 28, 2025, Weinstein (though its counsel, Ms. Zavarelli) provided the names of two mold assessment companies to Ms. Copeland. I have not seen that Ms. Copeland ever responded, to include ever providing names for other companies.”
60. “Weinstein Management decided to use Dallas Mold Consultants (one of the two names provided by Weinstein Management), for the updated mold assessment and arranged for Dallas Mold Consultants to be at the apartment on September 4, 2025 (which was the earliest date available).”
61. “On or about September 4, 2025, ServPro removed its equipment. ServPro left in place the containment area which had already been secured. Containment included sheeting enclosing the guest bedroom and sealing of the HVAC unit vents. This work by ServPro - placement of equipment and the containment area sheeting, sealing of the vent, and laying of plastic sheeting to protect flooring, was the extent of remediation preparation work undertaken prior to ServPro’s termination of services.”
62. “On or about September 4, 2025, after ServPro removed its equipment, Dallas Mold Consultants entered the apartment to perform an updated mold assessment. Dallas Mold Consultants’ Invoice for the assessment and written protocol services provided by them is attached as **Exhibit “A-22.”**”
63. “On or about September 8, 2025, Dallas Mold Consultants provided a mold protocol for the remediation of the apartment and the cleaning of the contents therein, based on its September 4, 2025, mold assessment.”
64. “On or about September 8, 2025, Weinstein provided the mold assessment and protocol prepared by Dallas Mold Consultants to a new mold remediation company, Dedicated Mold Specialist, to perform remediation on the apartment unit. Dedicated Mold Specialist then applied for and received permission from Texas Department of Licensing and Regulation to perform mold remediation in apartment unit 2145. The remediation estimate from Dedicated Mold Specialist is attached as **Exhibit “A-23.”**”
65. “At some point, on or about September 11 or 12, 2025, Kathryn Copeland returned to her apartment and ultimately appears to have stayed there until September 19, 2025.”
66. “On September 12, 2025, I sent an email to Copeland, after Copeland voluntarily re-entered her apartment, after mold containment had been established by ServPro, stating:

“The containment areas within the 2145 unit must be left in place and the HVAC must remain in the off position. We will need to enter the unit Monday September 15th at 10am to perform a landlord inspection to verify that the containment areas are intact and the HVAC has remained off.”

The September 12, 2025 email is attached as **Exhibit “A-24.”**

67. “On September 12, 2025, the acting manager, Andrea Meza attempted to enter the apartment, not knowing if Ms. Copeland had actually returned to the apartment by that date, but Ms. Meza could not gain access. On September 15and 16, 2025, Weinstein Management staff continued to attempt to access the apartment to be able to inspect and ensure the containment materials had not been disturbed and the HVAC had not been turned on, but were unable to gain access to the apartment.”
68. “Dedicated Mold Specialist indicated it could start its work on September 22, 2025.”
69. “On September 15, 2025, Glynis L. Zavarelli, sent correspondence to Copeland, which I have reviewed. Per this correspondence, Ms. Copeland was advised that remediation work was scheduled to begin on September 22, 2025 and that she could not be in the apartment while the work was on going. See **Exhibit “A-25”.**”
70. “On September 15, 2025, Weinstein staff members attempted to enter Apartment 2145 on two occasions, found that the deadbolt had been bolted inside. Therefore, the staff was not able to enter the apartment to inspect the apartment so that they could confirm that the containment area was intact and that the HVAC system was turned off.”
71. “On September 16, 2025, Weinstein Management staff members knocked on the door of Apartment 2145 to determine if Copeland was still in the apartment and/or to determine if an inspection of the apartment as to the containment area and HVAC unit could take place There was no response to the knock, and when staff attempted to enter but were unable to because the deadbolt was still engaged.”
72. “Also on September 16, 2025, I received an email from John Douglas, written as a ‘cease and desist’ letter, indicating that entry into the apartment would be considered a trespass, retaliation and spoliation and stating the a federal lawsuit would be filed, in which a TRO would be requested. See **Exhibit “A-26”.**”
73. “On September 19, 2025, Weinstein entities filed for their Original Petition, Application for Temporary Restraining Order, and Request for Temporary and Permanent Injunctions in Tarrant County District Court, Cause No. 141 -370402-25. The purpose of the Temporary Restraining Order/Injunction was to permit Weinstein vendors to enter the apartment for purposes of repair and/or remediation, and to prevent Copeland from interfering with that process.”
74. “On September 19/20, 2025, Copeland left the apartment, and Weinstein Management agreed to pay for Copeland’s lodging at another hotel (The Worthington).”
75. “On September 22, 2025, Weinstein personnel entered the apartment unit 2145, escorting personnel from vendor, Dedicated Mold Specialist. Upon entering the apartment, water intrusion was found to be coming from the HVAC unit. The photographs attached as **Exhibit “A-28”**, were taken by a Weinstein Management employee, and are believed to be a fair and accurate depiction of Apartment 2145 when

it was entered on September 22, 2025. These photographs were sent to me by management staff at The Bowery.”

76. “The water intrusion was the result of the HVAC system having been turned on by someone within the unit at some point after Dallas Mold Consultant’s September 4, 2025 inspection and assessment of the unit. The HVAC unit, after being turned on and being unable to circulate air due to the containment area, then “froze”. After it “froze”, it then “defrosted”, which caused water intrusion into the areas of the apartment which was previously not affected by water intrusion. It was unknown for how long the HVAC unit in the closet had been leaking.”
77. “No one from Weinstein Management entered apartment 2145 from September 11th through September 21, 2025, and no one from Weinstein Management entered the apartment until September 22, 2025.” See **Exhibit “A-27”**, the key log audit of Copeland’s apartment.”
78. “Copeland did not report to any staff of The Bowery (or anyone else associated with Weinstein Management) that she had turned on the HVAC unit when she went back to the apartment on September 11 or 12, 2025 and/or at any time while she was there through September 19, 2025, she did not report that the HVAC Unit was not operating correctly and/or that it was leaking, and did not report to The Bowery that any water intrusion had occurred in the apartment unit.”
79. “As a result of the water intrusion, there was visible water on the floor of the apartment, and there was moisture-impacted items observed in the kitchen, living room, hallway, and guest bathroom. As related to the apartment structure, new and extensive damage was found to the flooring, drywall, HVAC closet, and tub/shower in the hallway bathroom. Attached as **Exhibit “A-28”** are photographs
80. “Dedicated Mold Specialist began water mitigation efforts, which included operation of air movers, humidifiers, and removal of water-damaged flooring and drywall. As a result of the new and extensive damage, the estimate of damages to apartment unit 2145 has increased, as noted below.”
81. “On September 26, 2025. Copeland returned to her apartment. Dedicated Mold was there on that date to begin their remediation work; however, due to the interactions with Copeland, they stopped their work efforts for the day. Copeland was upset (as she indicated in an email she sent to me on September 27, 2025) that furniture and other personal property items (along with the refrigerator, belonging to Weinstein) had been moved out of the apartment by another vendor, Reign Restorations (hereinafter referred to as “Reign”) so that certain areas could be accessed and so that the items could be cleaned (at no cost to Copeland). This was coordinated by Dedicated Mold Specialist, based upon Dallas Mold Consultants indicating in its Assessment/Protocol “pack out contents for cleaning”. The items that were moved by Reign were placed in its facility and have been stored there since (at no cost to Copeland; Weinstein Management has paid all of the costs associated with this storage). Copeland has not given authority to

- clean the items and therefore, no cleaning has been performed. The items can be returned to Copeland, and Weinstein Management has offered to relocate the items (at Weinstein Management expense) at Copeland's direction as to where, but no request has been made. The items remain stored at Reign, at Weinstein's expense.”
82. “On October 2, 2025, a hearing on Weinstein entities' Temporary Restraining Order was held, and the restraining order was granted. This Temporary Restraining Order made clear that Weinstein could proceed with its remediation of the apartment. The Temporary Restraining Order is attached as **Exhibit “A-29”**. ”
83. “On October 6, 2025, Dedicated Mold Specialist returned to the apartment to continue its work. On October 17, 2025, Dallas Mold Consultants inspected the apartment and on inspection, noted the area by the front door- which had not been included on its initial assessment (and notably- Biotex had not initially included this area for remediation on its protocol). Dallas Mold Consultants took samples from that area, and did not find anything significant there. Attached as **Exhibit “A-30”** is the email Dana Boor (from Dallas Mold Consultants) sent to Copeland indicating that she found nothing unusual in that area and explaining that the apartment contents had to be moved out so that the remediation company had room to perform a full environmental cleaning of the apartment.”
84. “Remediation has not yet been completed Once remediation has been completed, a final clearance test of the apartment can be conducted. Once the clearance test confirms there is no actionable mold activity in the apartment, the repair of the apartment (installation of flooring and drywall, as well as painting) can commence.”
85. “On October 16, 2025, Weinstein entities were granted a Temporary Injunction, extending the terms of the Temporary Injunction until trial. A copy of the Temporary Injunction is attached as **Exhibit “A-31”**. ”
86. “On October 26, 2025, Copeland’s lease term expired. However, she failed to remove her items from the balcony, and from two storage rooms on the premises where her personal property is being stored, and has additionally failed to return the access devices for the apartment and the apartment complex. Copeland has continued to occupy these portions of the property without the consent and against the will of Weinstein entities.”
87. “On November 5, 2025, Weinstein Management sent Copeland a Notice to Vacate. The Notice to Vacate is attached as **Exhibit “A-32”**. ”
88. “As of the date of this filing, Copeland has refused to vacate the areas where her items are being stored – the balcony of her apartment, and two storage rooms, and has refused to return the access devices.”

89. “In interacting with Weinstein staff, Copeland has failed to communicate and conduct herself in courteous and reasonable manner at all times when interacting with Weinstein staff, representatives, and/or Weinstein vendors.”
90. “Copeland’s conduct has disturbed and/or threatened the rights, comfort, health, safety, and or convenience of others, including Weinstein Management staff, agents, and/or representatives.”
91. “Copeland’s conduct has disrupted the business operations of Weinstein Management.”
92. “Copeland’s conduct has prevented Weinstein Management’s staff, vendors, repair or service persons, contractors, and/or representatives from peacefully entering the apartment at reasonable times for reasonable business purposes.”
93. “Copeland delayed providing Weinstein Management with the June 18, 2025 mold assessment prepared by Biotex (not providing it until June 27, 2025). Copeland has interfered with, interrupted, delayed, and/or otherwise stymied, the remediation and repair of her apartment unit, since July 7, 2025, which is the first date Weinstein Management offered to house Copeland outside of the apartment unit. Thereafter, Copeland disregarded requests intended to facilitate the remediation and/or repair process, to include as related to movement of her personal property items, being available for inspections and/or permitting necessary inspections. Copeland continued to threaten litigation in response to Weinstein Management’s efforts to move forward with repair and remediation (noting that every vendor utilized requires advance notice, scheduling in view of other commitments and must communicate all of this with TDLR, after which TDLR places a time line on the work being performed – and if not performed within that time parameter, aspects of the process, must be repeated and further noting that the ability to move forward was additionally impacted by the multiple changes to the mold protocol prepared by Biotex). Copeland returned to the apartment to “live” for 8 days- during which she appears to have disregarded directives as to the HVAC (and refused management’s entry to the apartment – and prevented the entry by deadbolting her door), and this resulted in a water intrusion event, which further delayed remediation (and resulted in additional work, and resources – inclusive of monetary- which will need to be expended to repair the damage.”
94. “Weinstein entered into oral and/or written contracts with Biotex and ServPro, for professional services for the inspection, assessment, and/or remediation of mold. Weinstein paid money to Biotex and to ServPro in consideration for their contractual obligations. Copeland sent correspondence to these vendors (Biotex and ServPro) which in addition to threatening legal action against each, also served to disparage Weinstein (as to ServPro) and ultimately, those vendors ceased their work with Weinstein.”
95. “Copeland, in refusing to allow Weinstein Management’s vendors and staff reasonable access to her apartment, engaged in interference with Weinstein Management’s

contractual arrangements and/or business operations, to conduct work as contracted for by Weinstein”.

96. “Because of Copeland’s conduct, Weinstein Management has been forced to incur additional money, exert additional resources, and waste valuable time in attempting to repair, remediate, and/or safeguard their property, to include preventing Weinstein from making necessary and required repairs, including remediation of mold within the apartment.
97. “Weinstein Management has worked diligently to provide for remediation and repair of the apartment at issue and continued to attempt to move the work forward, regardless of the disruption caused by Copeland, including ultimately seeking court intervention to be able to move forward in a significant manner.”
98. All of the behavior/conduct by Copeland, described herein, and as related to her actions (or refusal to act) in delaying notification (noting that the June 27, 2025 DTPA demand was the first notice (to include written notice) she provided of the areas involving the HVAC closet and surrounding areas), causing delay, refusing her cooperation, interruption to and/or stopping, at times, the remediation efforts- is in violation of her lease and has had a causative effect on the mold condition generally and on being able to effectively remediate and repair the apartment, in a more expedited fashion.”
99. “From July 14, 2025 to August 22, 2025, Weinstein Management secured and paid for hotel lodging for Copeland at The Nobleman Hotel in Fort Worth, Texas. The Nobleman Hotel is a four-star pet-friendly hotel, and was a hotel Copeland requested for lodging.”
100. “From August 22, 2025 until September 10, 2025, Weinstein Management secured and paid for hotel lodging for Copeland at The Bowie House, in Fort Worth, Texas, and was a hotel Copeland requested for lodging.”
101. “From September 10, 2025 to September 15, 2025, Weinstein Management secured and paid for hotel lodging for Copeland at The Holiday Inn Express Suites – Fossil Creek, although portions of the payments made were returned and/or cancelled when Copeland failed to check-in.”
102. “From September 16, 2025 to September 17, 2025, Weinstein Management secured and paid for hotel lodging for Copeland at the Holiday Inn Express Suites Fort Worth – Downtown, which she failed to utilize (never checking in).”
103. “From September 20, 2025 to October 26, 2025, Weinstein Management secured and paid for hotel lodging for Copeland at The Worthington Hotel in Fort Worth, Texas, which was a hotel Copeland identified and requested for lodging.”

104. “From July 14, 2025, to October 26, 2025, Weinstein Management has secured and paid for pet boarding for Copeland’s two dogs.”
105. “Weinstein Management have incurred actual harm and/or damages, to include: 1) paying additional money they would not otherwise have had to pay, including paying costs/expenses to duplicate vendors, which Weinstein Management were forced to hire after Copeland’s conduct caused previous vendors to stop/terminate work, 2) significant interruption to Weinstein Management’s business operations, and 3) causing additional damage to the interior of the apartment. Further, Weinstein Management has incurred significant expenses for lodging and pet boarding- with Copeland failing to pay (and/or anyone on her behalf paying) any rent from August 2025 forward.”
106. “Significantly – while staying in luxury hotels (paid for by Weinstein Management) and while avoiding pet ownership responsibilities (by keeping her dogs in boarding, also paid for by Weinstein Management), from July 15, 2025 to October 26, 2025, Copeland continued to freely access the apartment unit, as she had (and still has) key fob access. The Lock Audit Report demonstrates that Copeland continued to access the apartment complex during this time period, that she did not “vacate” or “abandon” the apartment, and that neither Weinstein entity denied her access to the apartment:
 - ✓ July 15, 2025
 - ✓ July 18, 2025
 - ✓ July 19, 2025
 - ✓ July 20, 2025
 - ✓ July 24, 2025
 - ✓ July 29, 2025
 - ✓ August 4, 2025
 - ✓ Augst 5, 2025
 - ✓ August 6, 2025
 - ✓ August 11, 2025
 - ✓ August 17, 2025
 - ✓ August 19, 2025
 - ✓ August 20, 2025
 - ✓ August 25, 2025
 - ✓ September 3, 2025
 - ✓ September 11, 2025
 - ✓ September 12, 2025
 - ✓ September 15, 2025
 - ✓ September 16, 2025
 - ✓ September 17, 2025
 - ✓ September 18, 2025
 - ✓ September 19, 2025
 - ✓ September 20, 2025
 - ✓ September 21, 2025
 - ✓ September 26, 2025

- ✓ September 29, 2025
- ✓ October 7, 2025 (**in violation of the District Court's Temporary Restraining Order**)
- ✓ October 21, 2025 (**in violation of the District Court's Temporary Injunction**)”

107. “Weinstein Management as the manager and operator of The Bowery, has incurred the following costs and/or has been provided the following estimates of expenses it will pay once invoiced, for expenses relating to the lodging of Copeland and her pets, for mold assessment consultations, for remediation of Copeland’s Apartment and storage of her items at Reign. This is a true and correct chart of expenses incurred and/or paid by Weinstein for expenses relating to Copeland and/or the incident(s) made the basis of this matter. I have personal knowledge of each expense represented in this chart, and aver that the following is the most current information Weinstein Management has as to the amounts of money Weinstein Management has spent in attempting to mitigate damages in this matter, as to costs for lodging, pet boarding, and remediation. Costs for remediation continue to accumulate. These costs also do not reflect the amount to “build back” the unit, that is, to fully repair the unit inclusive of purchasing new flooring, drywall, painting, and all repairs necessary to make the unit habitable after the September 11/12-19, 2025 water intrusion event:

Vendor	Dates	Paid or Invoiced	Type of Service	Cost
The Nobleman	July 14, 2025 – August 22, 2025	Cost Paid	Lodging	\$ 9,071.46
Doggie Digs	July 14, 2025 – October 1, 2025	Cost Paid	Pet Boarding	\$ 10,800.00
The Bowie House	August 22, 2025 – September 10, 2025	Cost Paid	Lodging	\$ 8,986.38
Holiday Inn Express – Fossil Creek	September 10, 2025 – September 12, 2025	Cost Paid	Lodging	\$ 342.34
The Worthington	September 20, 2025 – October 26, 2025	Cost Paid	Lodging	\$ 19,917.09
Biotex Amended Protocols	July 13, 2025	Cost Paid	Mold Assessment Protocols	\$ 1,195.00
Dallas Mold Consultants	September 4, 2025	Cost Paid	Mold Assessment	\$ 1,596.69
ServPro Containment Set up	August 14 – August 17, 2025	Cost Paid	Containment Placement	\$ 3,641.85
Dedicated Mold – Initial Scope of Work	September 9, 2025	Estimate; Invoice Paid in the Amount of \$2,875.00	Remediation - Apartment	\$ 14,375.00

Dedicated Mold – Amended Scope of Work, due to water intrusion	September 24, 2025	Estimate	Repair of Apartment after water intrusion event	\$ 9,470.00
Reign Restoration	September 24 - present	Cost Paid	Contents packing and storage	\$11,933.86
TOTAL				\$ 91,329.67

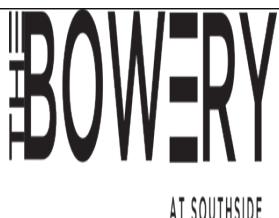
"My name is Pamela Quinn, I am over the age of 18, and my business address is 3951 Stillman Parkway, Glen Allen, VA 23060. I declare under penalty of perjury that the foregoing is true and correct."

"Further Declarant Sayeth Naught."

Executed in Henrico County, State of Virginia, on the 5th day of December, 2025.

Pamela Quinn
DECLARANT, PAMELA QUINN

EXHIBIT “A-1”



Application For "The Bowery at Southside"

220 E Broadway Ave,
Fort Worth, TX ,
76104
Phone: (833) 887-1948

Apartment Information

Apartment: 2145

Move in Date: 10/21/2023

Floor Plan: Broadway

Lease Term : 14

Bed: 2

Deposit: \$0.00

Bath: 2.00

Rent: \$2,214.00

Area: 1228

Applicant Information

Name: Kathryn M Copeland

Date Of Birth: *****

Preferred Name: Katie

Do you have a Social Yes

Security Number?:

SSN (US Only): XXX-XX-9117

Email: quinnandpoppy@gmail.com

Drivers License/ID #: *****

Phone: (817) 789-8498

State Issuing ID:

:

Address: 601 N. Hampton Street ,
1101,
Fort Worth,
TX.
76102

License Country: US

When did you move in?: 6/20/2022

Monthly Rent/Mortgage: \$2,580.00

Apartment Community:

: Yes

Employment Information

:	US	Job Title:	Student and Tale
Employment Status:	Student	Employed Since:	1/1/2018
Employer:	Quintessential Entertainment, Inc.	Monthly Income:	\$5,000.00
:		:	
Address:	4504 Meandering Way	:	
Colleyville.TX, 76034		:	
		Employers Phone:	

Previous Employment Information

Employer:	Job Title:
Supervisors Name:	Previous Employer Start Date:
Address:	Previous Employer End Date:
	Monthly Income: \$0.00

Additional Income:

Employers Phone:	Additional Income Source:
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Emergency Information

Name: Donald Standley

Phone: (405) 808-7695

Address: 9513 Chert St

Denton,TX,
76207

Pets Information

Pet Type	Weight(lbs)	Age	Color	Name	Breed	Gender	Spayed/Neutered	Service Animal
Dog	15.00	0	Red and White	Ruby	Cavalier King Charles		Yes	No
Dog	13.00	0	Black and White	Moon	Cavalier King Charles		Yes	No

Vehicle Information

Make	Model	Year	Color	License Plate	State
Lexus	CT200h	2013	White	HCL	TX

Locator Service Info

Did you work with an apartment locator service?

NO

If so, please provide their name so we can thank them.

Terms Accepted

Terms	Date Time	IP
Application fee disclaimer- I accept that Application fees are non-refundable, even if the application is denied, except to the extent otherwise required by applicable law.	Oct 13 2023 9:37PM	10.246.3.246
Legal Terms- By submitting this application, I verify that the statements provided in this application are true and correct and I agree to be screened after payment of application fees.	Oct 13 2023 8:43PM	10.246.3.202
Payment Terms- I have read and accept Terms and Conditions.	Oct 13 2023 9:37PM	10.246.3.246
Registration Terms-	Oct 13 2023 8:35PM	10.246.3.248

I have read and accept the Terms and Conditions

Screening Terms-

I have read the Renter Screening section of the Terms and Conditions, and I authorize the use of the information and Oct 13 2023 8:43PM contacts provided in this application to complete a credit, reference, and/or background check.

10.246.3.202

Signature in Application Information-

By signing this application, I agree that the information provided in this application is true and correct.

10.246.3.202

Events Completed

Event	Date Time	IP
Addendum Signing Completed	Oct 13 2023 8:36PM	10.246.3.248
Application Information Completed	Oct 13 2023 8:43PM	10.246.3.202
Payment Completed	Oct 13 2023 9:37PM	10.246.3.246

Name	Signature	Date Time	IP
Kathryn Copeland		Oct 13 2023 8:43PM	162.235.63.203

Activity Log

Activity	Date Time	IP
Registration	Oct 13 2023 8:35PM	10.246.3.248
Login	Oct 13 2023 9:33PM	10.246.3.246
Login	Oct 17 2023 4:34PM	10.246.3.244
Logout	Oct 17 2023 5:22PM	10.246.3.243

Application Details For Other Occupant (Other): Quinn An Copeland

Applicant Information

Name: Quinn An Copeland

Date Of Birth: *****

Preferred Name:

Do you have a Social Security Number?: Yes
SSN (US Only):

Email:

Drivers License/ID #:

Phone:

State Issuing ID:

:

Address:

License Country: US

When did you move in?:

Monthly Rent/Mortgage: \$0.00

Apartment Community:

:

Employment Information

:

Job Title:

Employment

Employed Since:

Status:

Employer:

Monthly Income: \$0.00

:

Address:

:

:

Employers Phone:

Previous Employment Information

Employer:

Job Title:

Supervisors

Previous Employer Start

Name:

Date:

Address:

Previous Employer End

Date:

Monthly Income: \$0.00

Employers Phone:

Additional Income:

Additional Income

Source:

Application Details For Other Occupant (Other): Penelope Lu Copeland

Applicant Information

Name: Penelope Lu Copeland

Date Of Birth: *****

Preferred Name:

Do you have a Social Security Number?: Yes
SSN (US Only):

Email:

Drivers License/ID #:

Phone:

State Issuing ID:

:

License Country: US

Address:

When did you move in?:

Monthly Rent/Mortgage: \$0.00

Apartment Community:

:

Employment Information

:

Job Title:

Employment

Employed Since:

Status:

Employer:

Monthly Income: \$0.00

:

Address:

:

:

Employers Phone:

Previous Employment Information

Employer:

Job Title:

Supervisors

Previous Employer Start

Name:

Date:

Address:

Previous Employer End

Date:

Monthly Income: \$0.00

Employers Phone:

Additional Income:

Additional Income

Source:

EXHIBIT “A-2”

FLOOD DISCLOSURE NOTICE

In accordance with Texas law, we are providing the following flood disclosure:

- We are or are not aware that the unit you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a unit is located in a flood hazard area. Most renter's insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- We are or are not aware that the unit you are renting has flooded (per the statutory definition below) at least once within the last five years.

As defined in Texas Property Code 92.0135(a)(2), "flooding" means "a general or temporary condition of a partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall."

Signatures of All Residents

Kathryn

Signature of Owner or Owner's Representative

Kodi Walker

12/07/2024

Date

TEXAS APARTMENT ASSOCIATION
M B M B B R

This Lease is valid only if filled out before January 1, 2026.

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

This Lease Contract ("Lease") is between you, the resident(s) as listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.

PARTIES

Residents Kathryn M Copeland

Owner WMCI Dallas, X LLC dba The Bowery at SouthsideOccupants Quinn Copeland, Penelope Copeland

LEASE DETAILS

A. Apartment (Par. 2)

Street Address: 405 Crawford St Apt# 2145Apartment No. 2145 City: Fort Worth State: TX Zip: 76104B. Initial Lease Term. Begins: 12/23/2024 Ends at 11:59 p.m. on: 05/25/2025C. Monthly Base Rent (Par. 3)
\$ 2442.00E. Security Deposit (Par. 5)
\$ 200.00F. Notice of Termination or Intent to Move Out (Par. 4)
A minimum of 60 days' written notice of termination or intent to move out required at end of initial lease term or during renewal period

If the number of days isn't filled in, notice of at least 30 days is required.

D. Prorated Rent
\$ 715.65
 for the remainder of 1st month or
 for 2nd month

Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.

G. Late Fees (Par. 3.3)

Initial Late Fee

Daily Late Fee

 10 % of one month's monthly base rent or % of one month's monthly base rent for days or \$ for daysDue if rent unpaid by 11:59 p.m. on the 5th (3rd or greater) day of the monthH. Returned Check or Rejected Payment Fee (Par. 3.4)
\$ 75.00

J. Early Termination Fee Option (Par. 7.2)

\$
Notice of days is required.

K. Violation Charges

Animal Violation (Par. 12.2)
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)Insurance Violation (Master Lease Addendum or other separate addendum)
\$

I. Reletting Charge (Par. 7.1)

A reletting charge of \$ 2095.25 (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situationsFee must be paid no later than 3 days after you give us notice

If any values or number of days are blank or "0," then this section does not apply.

L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.

Animal rent \$ Cable/satellite \$ Internet \$ Package service \$ Pest control \$ 3.00 Stormwater/drainage \$ Trash service \$ 20.00 Washer/Dryer \$ Other: _____ \$ Other: _____ \$ Other: _____ \$ Other: _____ \$

M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.

Utility Connection Charge or Transfer Fee: \$ 50.00 (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)

N. Other Charges and Requirements. You will pay separately for these items or comply with these requirements as outlined in a Master Lease Addendum, separate addenda or Special Provisions.

Initial Access Device: \$ Additional or Replacement Access Devices: \$ Required Insurance Liability Limit (per occurrence): \$ 100000.00

Special Provisions. See Par. 32 or additional addenda attached. This Lease cannot be changed unless in writing and signed by you and us.

LEASE TERMS AND CONDITIONS

- 1. Definitions.** The following terms are commonly used in this Lease:
 - 1.1. "**Residents**" are those listed in "Residents" above who sign this Lease and are authorized to live in the apartment.
 - 1.2. "**Occupants**" are those listed in this Lease who are also authorized to live in the apartment, but who do not sign this Lease.
 - 1.3. "**Owner**" may be identified by an assumed name and is the owner only and not property managers or anyone else.
 - 1.4. "**Including**" in this Lease means "including but not limited to."
 - 1.5. "**Community Policies**" are the written apartment rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
 - 1.6. "**Rent**" is monthly base rent plus additional monthly recurring fixed charges.
 - 1.7. "**Lease**" includes this document, any addenda and attachments, Community Policies and Special Provisions.
- 2. Apartment.** You are leasing the apartment listed above for use as a private residence only.
 - 2.1. **Access.** In accordance with this Lease, you'll receive access information or devices for your apartment and mailbox, and other access devices including: **Gate Remote**
- 2.2. Measurements.** Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary.
- 2.3. Representations.** You agree that designations or accreditations associated with the property are subject to change.
- 3. Rent.** *You must pay your Rent on or before the 1st day of each month (due date) without demand. There are no exceptions regarding the payment of Rent, and you agree not paying Rent on or before the 1st of each month is a material breach of this Lease.*
 - 3.1. **Payments.** You will pay your Rent by any method, manner and place we specify in accordance with this Lease. *Cash is not acceptable without our prior written permission. You cannot withhold or offset Rent unless authorized by law.* We may, at our option, require at any time that you pay Rent and other sums due in one single payment by any method we specify.
 - 3.2. **Application of Payments.** Payment of each sum due is an independent covenant, which means payments are due regardless of our performance. When we receive money, other than water and wastewater payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to accrued rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than Rent and late fees are due upon our demand. After the due date, we do not have to accept any payments.
 - 3.3. **Late Fees.** If we don't receive your monthly base rent in full when it's due, you must pay late fees as outlined in Lease Details.
 - 3.4. **Returned Payment Fee.** You'll pay the fee listed in Lease Details for each returned check or rejected electronic payment, plus initial and daily late fees if applicable, until we receive full payment in an acceptable method.
 - 3.5. **Utilities and Services.** You'll pay for all utilities and services, related deposits, and any charges or fees when they are due and as outlined in this Lease. Television channels that are provided may be changed during the Lease term if the change applies to all residents. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date. If you delay getting service turned on in your name by this Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for the charge listed above (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If your apartment is individually metered and you change your retail electric provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.
 - 3.6. **Lease Changes.** Lease changes are only allowed during the Lease term or renewal period if governed by Par. 10, specified in Special Provisions in Par. 32, or by a written addendum or amendment signed by you and us. At or after the end of the Initial Lease term, Rent increases will become effective with at least 5 days plus the number of days' advance notice contained in Box F on page 1 in writing from us to you. Your new Lease, which may include increased Rent or lease changes, will begin on the date stated in any advance notice we provide (without needing your signature) unless you give us written move-out notice under Par. 25, which applies only to the end of the current Lease term or renewal period.
- 4. Automatic Lease Renewal and Notice of Termination.** This Lease will automatically renew month-to-month unless either party gives written notice of termination or intent to move out as required by Par. 25 and specified on page 1. *If the number of days isn't filled in, notice of at least 30 days is required.*
- 5. Security Deposit.** The total security deposit for all residents is due on or before the date this Lease is signed. Any animal deposit will be designated in an animal addendum. Security deposits may not be applied to Rent without our prior written consent.
 - 5.1. **Refunds and Deductions.** *You must give us your advance notice of move out as provided by Par. 25 and forwarding address in writing to receive a written description and itemized list of charges or refund. In accordance with this Lease and as allowed by law, we may deduct from your security deposit any amounts due under this Lease. If you move out early or in response to a notice to vacate, you'll be liable for rekeying charges.* Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose, or distributed equally among all residents.
- 6. Insurance.** *Our insurance doesn't cover the loss of or damage to your personal property.* You will be required to have liability insurance as specified in this Lease unless otherwise prohibited by law. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to require your insurance carrier to waive any insurance subrogation rights. Even if not required, we urge you to obtain your own insurance for losses due to theft, fire, flood, water, pipe leaks and similar occurrences. Most renter's insurance policies don't cover losses due to a flood.
- 7. Reletting and Early Lease Termination.** This Lease may not be terminated early except as provided in this Lease.
 - 7.1. **Reletting Charge.** You'll be liable for a reletting charge as listed in Lease Details, (not to exceed 85% of the highest monthly Rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 25; (B) move out without paying Rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a termination, cancellation or buyout fee and does not release you from your obligations under this Lease, including liability for future or past-due Rent, charges for damages or other sums due. The reletting charge is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to 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 our damages and that the charge is due whether or not our reletting attempts succeed.
 - 7.2. **Early Lease Termination Option Procedure.** In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may opt to terminate this Lease prior to the end of the Lease term *if all of the following occur:* (a) as outlined in Lease Details, you give us written notice of early termination, pay the Early Termination Option fee in full and specify the date by which you'll move out; (b) you are not in default at any time and do not hold over; and (c) you repay all rent concessions, credits or discounts you received during the Lease term. If you are in default, the Lease remedies apply.
 - 7.3. **Special Termination Rights.** *You may have the right under Texas law to terminate this Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.*
- 8. Delay of Occupancy.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to (1) abatement of Rent on a daily basis during delay, and (2) your right to terminate this Lease in writing as set forth below. Rent abatement and Lease termination do not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.
 - 8.1. **Termination.** If we give written notice to you of a delay in occupancy when or after this Lease begins, you may terminate this Lease within 3 days after you receive written notice. If we give you written notice before the date this Lease begins and the notice states that a construction or other delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate this Lease within 7 days after receiving written notice. After proper termination, you are entitled only to refund of any deposit(s) and any Rent you paid.

9. Care of Unit and Damages. You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease violation; improper use, negligence, or other conduct by you, your invitees, your occupants, or your guests; or, as allowed by law, any other cause not due to our negligence or fault, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs and replacements occurring during the Lease term or renewal period, including: (A) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment; (B) damage to doors, windows, or screens; and (C) damage from windows or doors left open.

RESIDENT LIFE

10. Community Policies. *Community Policies become part of this Lease and must be followed.* We may make changes, including additions, to our written Community Policies, and those changes can become effective immediately if the Community Policies are distributed and applicable to all units in the apartment community and do not change the dollar amounts owed under this Lease.

10.1. Photo/Video Release. You give us permission to use any photograph, likeness, image or video taken of you while you are using property common areas or participating in any event sponsored by us.

10.2. Disclosure of Information. At our sole option, we may, but are not obligated to, share and use information related to this Lease for law-enforcement, governmental, or business purposes. At our request, you authorize any utility provider to give us information about pending or actual connections or disconnections of utility service to your apartment.

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

Anyone not listed in this Lease cannot stay in the apartment for more than 7 days in one week without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days total per week will be the limit.

10.4. Notice of Convictions and Registration. You must notify us within 15 days if you or any of your occupants: (A) are convicted of any felony, (B) are convicted of any misdemeanor involving a controlled substance, violence to another person, or destruction of property, or (C) register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

10.5. Odors, Noise and Construction. You agree that odors and smells (including those related to cooking), everyday noises or sounds related to repair, renovation, improvement, or construction in or around the property are all a normal part of a multifamily living environment and that it is impractical for us to prevent them from penetrating your apartment.

11. Conduct. You agree to communicate and conduct yourself in a lawful, courteous and reasonable manner at all times when interacting with us, our representatives and other residents or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by you, your occupants or guests is a breach of this Lease.

You must use customary diligence in maintaining the apartment, keeping it in a sanitary condition and not damaging or littering the common areas. Trash must be disposed of at least weekly. You will use your apartment and all other areas, including any balconies, with reasonable care. We may regulate the use of passageways, patios, balconies, porches, and activities in common areas.

11.1. Prohibited Conduct. You, your occupants, and your guests will not engage in certain prohibited conduct, including the following activities:

- (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud, obnoxious or dangerous manner;

- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;
- (d) disrupting our business operations;
- (e) storing anything in closets containing water heaters or gas appliances;
- (f) tampering with utilities or telecommunication equipment;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with gas-operated appliances;
- (j) making bad-faith or false allegations against us or our agents to others;
- (k) smoking of any kind, that is not in accordance with this Lease;
- (l) using glass containers in or near pools; or
- (m) conducting any kind of business (including child-care services) in your apartment or in the apartment community—except for any lawful business conducted “at home” by computer, mail, or telephone if customers, clients, patients, employees or other business associates do not come to your apartment for business purposes.

12. Animals. *No living creatures of any kind are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.* If we allow an animal, you must sign a separate Animal Addendum and, except as set forth in the addendum, pay an animal deposit and applicable fees and additional monthly rent, as applicable. An animal deposit is considered a general security deposit. You represent that any requests, statements and representations you make, including those for an assistance or support animal, are true, accurate and made in good faith. Feeding stray, feral or wild animals is a breach of this Lease.

12.1. Removal of Unauthorized Animal. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 14. We may: keep or kennel the animal; turn the animal over to a humane society, local authority or rescue organization; or return the animal to you if we consent to your request to keep the animal and you have completed and signed an Animal Addendum and paid all fees. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges.

12.2. Violations of Animal Policies and Charges. If you or any guest or occupant violates the animal restrictions of this Lease or our Community Policies, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including animal violation charges listed in Lease Details from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including descaling, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and Community Policies.

13. Parking. You may not be guaranteed parking. We may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters, in this Lease. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove, at the expense of the vehicle owner or operator, any vehicle that is not in compliance with this Lease.

14. When We May Enter. If you or any other resident, guest or occupant is present, then repair or service persons, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times (by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. We are under no obligation to enter only when you are present, and we may, but are not obligated to, give prior notice or make appointments.

15. Requests, Repairs and Malfunctions.

- 15.1.** **Written Requests Required.** If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with this Lease (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes regarding your oral request do not constitute a written request from you. Our complying with or responding to any oral request doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your apartment constitutes a request from all residents. *The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.*
- 15.2.** **Your Requirement to Notify.** You must promptly notify us in writing of air conditioning or heating problems, water leaks or moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, or any other condition that poses a hazard or threat to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to this Lease. Air conditioning problems are normally not emergencies.
- 15.3.** **Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to perform work or to avoid property damage or other emergencies. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 15.4.** **Your Remedies.** We'll act with customary diligence to make repairs and reconnections within a reasonable time, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your Rent will not abate in whole or in part. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. *If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you:* (1) termination of this Lease and an appropriate refund under § 92.056(f); (2) have the condition repaired or remedied according to § 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0563.

16. Our Right to Terminate for Apartment Community Damage or Closure. If, in our sole judgment, damages to the unit or building are significant or performance of needed repairs poses a danger to you, we may terminate this Lease and your right to possession by giving you at least 7 days' written notice. If termination occurs, you agree we'll refund only prorated rent and all deposits, minus lawful deductions. We may remove and dispose of your personal property if, in our sole judgment, it causes a health or safety hazard or impedes our ability to make repairs.

- 16.1.** **Property Closure.** We also have the right to terminate this Lease and your right to possession by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months, or if any part of the property becomes subject to an eminent domain proceeding.

17. Assignments and Subletting. You may not assign this Lease or sublet your apartment. You agree that you won't rent, offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to in advance by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging or short-term rental website or with any person or service that advertises dwellings for rent.

18. Security and Safety Devices. *We'll pay for missing security devices that are required by law. You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests.* You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorlatch (peephole or window) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next Rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

18.1. Smoke Alarms and Detection Devices. We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment.

You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. Neither you nor your guests or occupants may disable alarms or detectors. *If you damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's Rent, actual damages, and attorney's fees.*

18.2. Duty to Report. You must immediately report to us any missing, malfunctioning or defective security devices, smoke alarms or detectors. You'll be liable if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

19. Resident Safety and Loss. *Unless otherwise required by law, none of us, our employees, agents, or management companies are liable to you, your guests or occupants for any damage, personal injury, loss to personal property, or loss of business or personal income, from any cause, including but not limited to: negligent or intentional acts of residents, occupants, or guests; theft, burglary, assault, vandalism or other crimes; fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, Interruption of utilities, pipe leaks or other occurrences unless such damage, injury or loss is caused exclusively by our negligence.*

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call 911 and local law enforcement authorities if any security needs arise.

You acknowledge that we are not equipped or trained to provide personal security services to you, your guests or occupants. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that, even if an alarm or gate amenities are provided, they are mechanical devices that can malfunction. Any charges resulting from the use of an intrusion alarm will be charged to you, including, but not limited to, any false alarms with police/fire/ambulance response or other required city charges.

20. Condition of the Premises and Alterations.

20.1. As-Is. We disclaim all implied warranties. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory and Condition Form at or before move-in. You agree that after completion of the form or **within 48 hours** after move-in, whichever comes first, you must note on the form all defects or damage, sign the form, return it to us, and the form accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out. Otherwise, everything will be considered to be in a clean, safe, and good working condition. You must still send a separate request for any repairs needed as provided by Par. 15.1.

20.2. Standards and Improvements. Unless authorized by law or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless this Lease states otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls. No water furniture, washing machines, dryers, extra phone or television outlets, alarm systems, cameras, two-way talk device, video or other door-

bells, or lock changes, additions, or rekeying is permitted unless required by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, appliances, furniture, telephone and television wiring, screens, locks, or security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

- 21. Notices.** Written notice to or from our employees, agents, or management companies constitutes notice to or from us. Notices to you or any other resident of the apartment constitute notice to all residents. Notices and requests from any resident constitute notice from all residents. Only residents can give notice of lease termination and intent to move out under Par. 7.3. All notices and documents will be in English and, at our option, in any other language that you read or speak.

- 21.1. Electronic Notice.** Notice may be given electronically by *us to you* if allowed by law. If allowed by law and in accordance with this Lease, electronic notice *from you to us* must be sent to the email address and/or portal specified in this Lease. Notice may also be given by phone call or to a physical address if allowed in this Lease.

You represent that you have provided your current email address to us, and that you will notify us in the event your email address changes.

EVICTION AND REMEDIES

- 22. Liability.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates this Lease or our Community Policies, all residents are considered to have violated this Lease.

- 22.1. Indemnification by You.** *You'll defend, indemnify and hold us and our employees, agents, and management company harmless from all liability arising from your conduct or requests to our representatives and from the conduct of or requests by your invitees, occupants or guests.*

- 23. Default by Resident.**

- 23.1. Acts of Default.** You'll be in default if: (A) you don't timely pay Rent, including monthly recurring charges, or other amounts you owe; (B) you or any guest or occupant violates this Lease, our Community Policies, or fire, safety, health, criminal or other laws, regardless of whether or where arrest or conviction occurs; (C) you give incorrect, incomplete, or false answers in a rental application or in this Lease; or (D) you or any occupant is charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor.

- 23.2. Eviction.** *If you default, including holding over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Termination of your possession rights doesn't release you from liability for future Rent or other lease obligations. *After giving notice to vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right.* Accepting money at any time doesn't waive our right to damages, to past or future Rent or other sums, or to our continuing with eviction proceedings. In an eviction, Rent is owed for the full rental period and will not be prorated.

- 23.3. Acceleration.** Unless we elect not to accelerate Rent, all monthly Rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the lease term or renewal period ends; and (B) you haven't paid all Rent for the entire lease term or renewal period. Remaining Rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

If you don't pay the first month's Rent when or before this Lease begins, all future Rent for the lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future Rent, attorney's fees, court costs, and other lawful charges.

- 23.4. Holdover.** You and all occupants must vacate and surrender the apartment by or before the date contained in: (1) your move-out notice (2) our notice to vacate, (3) our notice of non-renewal, or (4) a written agreement specifying a different move-out date. If a holdover occurs, then you'll be liable to us for all Rent for the full term of the previously signed lease of a new resident who can't occupy because of the holdover, and at our option, we may extend the lease term and/or increase the Rent by 25% by delivering written notice to you or your apartment while you continue to hold over.

- 23.5. Other Remedies.** We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means. If you default, you will pay us, in addition to other sums due, any rental discounts or concessions agreed to in writing that have been applied to your account. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe bear interest at the rate provided by Texas Finance Code Section 304.003(c) from the due date. You must pay all collection-agency fees if you fail to pay sums due within 10 days after you are mailed a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus our attorney's fees and expenses, court costs, and filing fees actually paid.

- 24. Representatives' Authority and Waivers.** *Our 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 signed, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing and signed.* No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. *Our choice to enforce, not enforce or delay enforcement of written-notice requirements, rental due dates, acceleration, liens, or any other rights isn't a waiver under any circumstances.* Delay in demanding sums you owe is not a waiver. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term begins. Your lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise.

All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

END OF THE LEASE TERM

- 25. Move-Out Notice.** *Before moving out, you must give our representative advance written move-out notice as stated in Par. 4, even if this Lease has become a month-to-month lease.* The move-out date can't be changed unless we and you both agree in writing.

Your move-out notice must comply with each of the following:

- (a) Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, move out will be on the last day of that month.
- (b) Your move-out notice must not terminate this Lease before the end of the lease term or renewal period.
- (c) If we require you to give us more than 30 days' written notice to move out before the end of the lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move out is required.
- (d) You must get from us a written acknowledgment of your notice.

- 26. Move-Out Procedures.**

- 26.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond

normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

- 26.2. Move-Out Inspection.** We may, but are not obligated to, provide a joint move-out inspection. Our representatives have no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

- 27. Surrender and Abandonment.** You have *surrendered* the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (B) apartment keys and access devices listed in Par. 2.1 have been turned in to us—which ever happens first.

You have **abandoned** the apartment when all of the following have occurred: (A) everyone appears to have moved out in our reasonable Judgment; (B) you've been In default for nonpayment of Rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected In our name has been terminated or transferred; **and** (C) you've not responded for 2 days to our notice left on the Inside of the main entry door stating that we consider the apartment abandoned. An apartment Is also considered abandoned 10 days after the death of a sole resident.

- 27.1. The Ending of Your Rights.** Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove or store property left in the apartment.

- 27.2. Removal and Storage of Property.** We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the apartment.

We're not liable for casualty, loss, damage, or theft. You must pay reasonable charges for our packing, removing and storing any property.

Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the apartment after surrender or abandonment; or
(2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.

GENERAL PROVISIONS AND SIGNATURES

- 28. TAA Membership.** We, the management company representing us, or any locator service that you used confirms membership in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located at the time of signing this Lease. If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) this Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when this Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

Name, address and telephone number of locator service (if applicable):

- 29. Severability and Survivability.** If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of this Lease or change the intent of the parties. Paragraphs 10.1, 10.2, 16, 22.1, 27, 30 and 31 shall survive the termination of this Lease. This Lease binds subsequent owners.

- 30. Controlling Law.** Texas law governs this Lease. All litigation arising under this Lease and all Lease obligations must be brought in the county, and precinct if applicable, where the apartment is located.

- 31. Waivers.** By signing this Lease, you agree to the following:

- 31.1. Class Action Waiver.** You agree that you will not participate in any class action claims against us or our employees, agents, or management company. You must file any claim against us individually, and you *expressly waive your right to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.*

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

- 31.2. Force Majeure.** If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

- 32. Special Provisions.** The following, or attached Special Provisions and any addenda or Community Policies provided to you, are part of this Lease and supersede any conflicting provisions in this Lease.

The term 'Utility Connection Charge or Transfer Fee', as it relates to the "charge" in paragraph 3.5, means per utility, per billing cycle. The supplemental Resident Handbook that you agree to comply with is accessible electronically via the online Resident Portal. For "J. Optional Early Termination Fee" section, contact leasing office for fee/details.

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease, including all addenda, is the entire agreement between you and us. You agree that you are NOT relying on any oral representations.

Resident or Residents (all sign below)

Kathryn 12/06/2024
(Name of Resident) Date signed

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Plaintiff) Date signed _____

(Name of Post-It®) Date _____

Comments on Company's Management - this (including on behalf of owners)

Owner or Owner's

COMMUNITY POLICIES ADDENDUM

1. **Addendum.** This is an addendum to the Lease between you and us for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

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

2. **Payments.** All payments for any amounts due under the Lease must be made:

- at the onsite manager's office
 through our online portal
 by mail to 220 E Broadway Ave, Fort Worth, TX 76104, or
 other: www.bowerysouthside.com

The following payment methods are accepted:

- electronic payment
 personal check
 cashier's check
 money order, or
 other: _____

We have the right to reject any payment not made in compliance with this paragraph.

3. **Security Deposit Deductions and Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under the Lease; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges outlined in the Lease; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for charges for replacing any keys and access devices referenced in the Lease if you don't return them all on or before your actual move-out date; and accelerated rent if you've violated the Lease. *We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.*

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose or distributed equally among all residents.

4. **Requests, Consent, Access and Emergency Contact.** All written requests to us must be submitted by:

- online portal
 email to thebowery@weinsteinproperties.com
 hand delivery to our management office, or
 other: _____

From time to time, we may call or text residents with certain promotional or marketing messages that may be of interest. By signing this form and providing contact information, you are giving us your express written consent to contact you at the telephone number you provided for marketing or promotional purposes, even if the phone number you provided is on a corporate, state or national Do Not Call list. To opt out of receiving these messages, please submit a written request to us by the method noted above.

You agree to receive these messages from us through an automatic telephone dialing system, prerecorded/artificial voice messages, SMS or text messages, or any other data or voice transmission technology. Your agreement is not required as a condition of the purchase of any property, goods, or services from us.

Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy or access devices, unless authorized by court order.

After-hours phone number (833) 887-1948

(Always call 911 for police, fire, possible criminal activity or medical emergencies.)

5. **Parking.** We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle: (a) has a flat tire or is otherwise inoperable; (b) is on jacks, on blocks, or has a wheel missing; (c) takes up more than one parking space; (d) belongs to a resident or occupant who has surrendered or abandoned the apartment; (e) is in a handicapped space without the legally required handicapped insignia; (f) is in a space marked for office visitors, managers, or staff; (g) blocks another vehicle from exiting; (h) is in a fire lane or designated "no parking" area; (i) is in a space that requires a permit or is reserved for another resident or apartment; (j) is on the grass, sidewalk, or patio; (k) blocks a garbage truck from access to a dumpster; (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or (m) is not moved to allow parking lot maintenance.

6. **HVAC Operation.** If the exterior temperature drops below 32° F you must keep the heat on and set to a minimum of 50° F. You must also open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all the faucets in your apartment using both the hot and cold water. Leave the faucets dripping until the exterior temperature rises above 32° F. You must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.

7. **Amenities.** Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. This permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies, and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities and to change those or close any of the Amenities based upon our needs. We may make changes to the rules for the use of the Amenities at any time.

Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past or future claims or liability of any kind related to your decision to use the Amenities.

8. **Package Services.** We do or do not accept packages on behalf of residents.

If we DO accept packages, you give us permission to sign and accept any parcels or letters you receive through UPS, Federal Express, Airborne, United States Postal Service or other package delivery services. You agree that we are not liable or responsible for any lost, damaged or unordered deliveries and will hold us harmless.

9. **Fair Housing Policy.** We comply with applicable fair housing laws. In accordance with fair housing laws, we'll make reasonable accommodations to our rules, policies, practices or services and allow reasonable modifications to give disabled persons access to and use of the dwelling and common areas. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any. This fair housing policy does not expand or limit any rights and obligations under applicable law.

10. **Special Provisions.** The following special provisions control over conflicting provisions of this form:

The Supplemental Resident Handbook that you agree to comply with is accessible electronically via the online resident portal.

Kathryn

Signature of All Residents

Kodi Walker

Signature of Owner or Owner's Representative

Animal Addendum

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.

1. Dwelling Unit.

Unit # 2145, at 405 Crawford St
Apt# 2145
(street address) In Fort Worth
(city), Texas 76104 (zip code).

2. Lease.

Owner's name: WMCI Dallas, X LLC dba The Bowery at Southside

Residents (list all residents): Kathryn M Copeland

3. Conditional Authorization for Animal. You may keep the animal or animals described below in the dwelling until the Lease expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

4. Animal Deposit. You must pay a one-time animal deposit of \$ _____ when you sign this addendum. This deposit is in addition to your total security deposit under the Lease, which is a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

5. Assistance or Service Animals. When allowed by applicable laws, we may require written verification of or make other inquiries regarding the disability-related need for an assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for any authorized assistance or service animal. Except as provided by applicable law, all other provisions of this addendum apply to assistance or service animals.

6. Search and Rescue Dogs. We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

7. Additional Monthly Rent. Your monthly base rent (as stated in the Lease) will be increased by \$ _____.

8. Additional Fee. You must also pay a one-time nonrefundable fee of \$ _____ to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

9. Liability Not Limited. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleaing, re-placements, or personal injuries.

10. Description of Animal. You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: Ruby (ESA)
Type: Dog
Breed: Cavalier King Charles
Color: Red & White
Weight: 16 lbs
Age: _____
City of license: _____

License #: _____
Date of last rabies shot: _____

Housebroken? _____
Animal owner's name: _____

Animal's name: Moon (ESA)
Type: Dog

Breed: Cavalier King Charles
Color: Black and White

Weight: 13lbs
Age: _____
City of license: _____
License #: _____

Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____
Age: _____
City of license: _____
License #: _____

Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____
Age: _____
City of license: _____
License #: _____

Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____
Age: _____
City of license: _____
License #: _____

Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

11. Special Provisions. The following special provisions control over any conflicting provisions of this addendum:

See additional addendum titled Animal Addendum Special Provisions continued.

12. Emergency. In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: (_____) _____

13. Animal Rules. You are responsible for the animal's actions at all times. You agree to follow these rules:

13.1 Shots and Licenses. The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

13.2 Disturbances. The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

13.3 Housebreaking, Cages, Offspring. Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

13.4 Indoor Waste Areas. Inside, the animal may urinate or defecate only in these designated areas: litterbox

13.5 Outdoor Waste Areas. Outside, the animal may urinate or defecate only in these designated areas: Must clean up after pet

13.6 Tethering. Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

- 13.7 Off-Limit Areas.** You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.
- 13.8 Food & Water.** Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- 13.9 Leash.** You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.
- 13.10 Animal Waste.** Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.
- 14. Additional Rules.** We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 15. Violation of Rules.** If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease, including eviction and recovering damages and attorney's fees from you.
- 16. Complaints About Animal.** If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.
- 17. Our Removal of an Animal.** In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.
- 17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:
- (A) abandoned the animal;
 - (B) left the animal in the dwelling unit for an extended period of time without food or water;
 - (C) failed to care for a sick animal;
 - (D) violated our animal rules; OR
 - (E) let the animal defecate or urinate where it's not allowed.
- 17.2 Removal Process.** To remove an animal, we must follow the procedures in the Lease, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.
- 18. Liability for Damage, Injuries, Cleaning.** Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleeling, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.
- 19. Move-Out.** Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleeling, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
- 20. Multiple Residents.** Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.
- 21. Dog Park.** We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.
- 22. General.** You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.
- 23. Animal Restrictions.** No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the foregoing being true and if you have made any misrepresentation it is a violation of the Lease.

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

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

Resident or Residents (all sign below)

Kathryn	12/06/2024
(Name of Resident)	Date signed

Owner or Owner's Representative (sign below)

Kodi Walker	12/07/2024
	Date signed

Animal Addendum

Special Provisions (continued from Animal Addendum)

Special Provisions (continued): The following special provisions control over any conflicting provisions of the Animal Addendum:

A maximum of three (3) animals is allowed per apartment, including caged/tanked animals. No farm animals or livestock are allowed. The following dog breeds are prohibited on the property: Chow, Rottweiler, Staffordshire Terrier, Pit Bull, Doberman Pinscher, certain Mastiff breeds and mixed breeds that contain any portion of the foregoing breeds. Dogs resembling a prohibited breed are also prohibited, regardless of veterinary records to the contrary. Landlord, in its sole discretion, may elect to prohibit additional breeds of animals not listed above. If the animal demonstrates aggressive behavior at any time, we have the right to require the animal to be muzzled while on property and/or require the animal to be permanently removed from the premises in our discretion. There is a 3-dog maximum in ground floor apartments and a 2-dog maximum in apartments located on other floors. Tenant will incur a fee of \$25.00/incident for not picking up pet waste. If Tenant repeatedly fails to pick up pet waste, Tenant may be subject to additional action, including without limitation a lease violation notice. The deposit referenced in paragraph 4 of the Animal Addendum, additional fee referenced in paragraph 8 of the Animal Addendum and pet rent referenced in paragraph 7 of the Animal Addendum shall be as follows based on the number of animals (excluding caged/tanked animals) in the table below. There are to be no visiting animals, for any period of time, unless (i) owner has granted advance written approval, (ii) Tenant complies with paragraph 12 of the Lease, (iii) Tenant has delivered a signed animal addendum to owner regarding the visiting pet, and Tenant pays a daily non-refundable fee of \$10 for each visiting pet. All visiting pets must abide by the Pet Rules and Restrictions listed in the Animal Addendum and Resident Handbook. If any animal visits for more than ten (10) days on an annual basis, the animal shall not be deemed a visiting animal and Tenant shall be required to pay the deposit, additional fee and monthly pet rent as set forth herein. Tenant(s) authorizes Agent to inspect the premises, after the visit end date to insure the pet has been removed. If tenant does not obtain prior written consent for a visiting pet, the pet will be treated as unregistered and subject to the terms in the paragraph related to Unregistered Pets. Caged/tanked animals are allowed but 1) must remain in their cage/tank. 2) cannot be venomous/poisonous; and fish tanks must be less than 30 gallons. 3) Type, breed and size restrictions apply. 4) require a \$100 deposit prior to bringing the animal(s) to the property (fish tanks less than 10 gallons; no deposit). Note: The \$100 deposit is for up to 3 caged/tanked animals; no more than three animals are allowed per apartment.

Number of animals	Deposit	Additional Fee	Monthly Pet Rent
1	\$200.00	\$300.00	\$15.00
2	\$400.00	\$500.00	\$30.00
3	\$600.00	\$700.00	\$45.00

Resident or Residents

[All residents must sign here]

Kathryn

Owner or Owner's Representative

[signs here]

Kodi Walker

Date of Lease Contract

12/06/2024

INSURANCE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

_____ Apartments in Fort Worth
Texas OR

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

The terms of this addendum will control if the term of the Lease and this addendum conflict.

2. **Required Insurance Policy.** In accordance with the Lease, you understand and agree that this addendum requires Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties in amount not less than \$ 1000000.00 per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with the Lease and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.
3. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provide you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at www.tdi.texas.gov may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.
4. **Default.** You understand and agree that your failure to comply with either the requirements specified in the Lease, this addendum, or both is a material breach by you of the Lease and a default of the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of \$ _____ (which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance addendum). Owner will agree to forego commencement of an eviction based upon non-compliance with this addendum for a one-month period, during which you shall come into compliance with this addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies under this paragraph for any subsequent months. The foregoing payments are due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF SAID AMOUNT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS SUMMARIZED IN PARAGRAPH 2 OF THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED IN THIS PARAGRAPH, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in this Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

NOTICE TO RESIDENT: YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]

Kathryn

Signature of All Residents

Kodi Walker

Signature of Owner or Owner's Representative

**LEASE ADDENDUM
PERSONAL LIABILITY INSURANCE REQUIRED**

Addendum. This is an addendum to the lease between you and us for Apt. No. 2145 in the WMCI Dallas, X
LLC dba The Bowery at Southside Apartments in
Fort Worth, TX; OR the house, duplex, etc. located at (street address)
in _____, TX.

- 1. Insurance Acknowledgement.** Tenant acknowledges that Landlord does not maintain insurance to protect Tenant against personal injury, loss or damage to Tenant's personal property or to cover Tenant's own liability for injury, loss or damage Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that Tenant may be responsible to others (including Landlord and Agent) for the full cost of any injury, loss or damage caused by Tenant's negligent actions or the negligent actions of Tenant's occupants or guests, including but not limited to damage caused by fire or smoke
 - 2. Building Protection fee.** Landlord agrees to waive the requirements in the Lease that Tenant purchase liability insurance covering damage from fire, vandalism, smoke, water and any other perils, with limits of at least \$100,000 (the "Insurance Requirements"), as set forth in the Lease, if Tenant 1) elects to waive the insurance requirement and pay the Building Protection Fee (as defined below) by opting into the building protection program at www.residentprotect.com; or 2) fails to provide proof of insurance as required in the Lease (in which case the Building Protection Fee will be charged to the Tenant automatically and the Tenant will be opted into the building protection program) within ten (10) business days following the date of this Addendum; or 3) cancels (voluntarily or involuntarily) its existing liability insurance coverage and Landlord receives notice of the same (in which case the Building Protection Fee may be charged to Tenant automatically and the Tenant may be opted into the building protection program). In such event, Landlord shall charge Tenant a "Building Protection Fee" in the amount of Twelve Dollars and 00/100 (\$12.00) per month. This Building Protection Fee is to be paid as additional monthly rent and will be used to help protect Landlord's assets, including real, improved and personal property owned or managed by Landlord against damage caused by a Tenant. Tenant may cancel its participation in this program at any time if Tenant purchases its own personal liability insurance policy or renter's insurance policy and provides proof of coverage to Landlord or Agent. This Building Protection Fee offers no protection for Tenant's personal property or third-party liability. Tenant should consider purchasing renter's insurance to protect Tenant from financial loss and third-party liability. Such policy must identify Landlord and Agent as additional insureds.
 - 3. Damage to Tenant's Personal Property.** Pursuant to the Lease, Tenant is only required to comply with the Insurance Requirements; however, Landlord highly recommends Tenant also obtain coverage for its personal property. Tenant has the option to obtain personal property reimbursement by visiting www.residentprotect.com. As a resident of this property, Tenant automatically qualifies for this reimbursement. If Tenant chooses to participate in this program, Tenant shall pay a "Property Reimbursement Fee" in the amount of Three Dollars and 00/100 (\$3.00) per month. This Property Reimbursement Fee is to be paid in the same manner as additional monthly rent. The Property Reimbursement Fee shall qualify Tenant for reimbursement for losses to Tenant's personal property up to Ten Thousand and 00/100 Dollars (\$10,000). A description of the program is available by visiting www.residentprotect.com
 - 4. Freedom of Choice.** At all times, Tenant can purchase insurance through the carrier or agency of Tenant's choice, subject to the requirements of the Lease, and is not required to purchase insurance through a particular carrier or participate in our property reimbursement program. However, the insurance Tenant purchases must meet the Lease's minimum Insurance Requirements at all times
 - 5. Default.** Tenant(s)'s failure to obtain or maintain insurance coverage meeting the Insurance Requirements shall constitute a material default of the Lease Agreement, entitling Agent to terminate the Lease Agreement and/or Tenant(s)'s right to possession under the Lease Agreement. Landlord reserves the right, and Tenant hereby authorizes Landlord, to charge Tenant a "Building Protection Fee" monthly in the amount of Twelve and 00/100 Dollars (\$12.00) as additional rent under the Lease if Tenant does not maintain coverage meeting the Insurance Requirements. Tenant may cancel its participation in this program at any time if Tenant purchases its own personal liability insurance policy or renter's insurance policy meeting the Insurance Requirements and provides proof of coverage to Landlord or Agent.
 - 6. Class Action Waiver.** The parties waive any right to bring class actions or representative claims on behalf of a class of individuals or to participate as a class representative or member (the "Class Action Waiver") against each other. Tenant is not waiving any right(s) to pursue claims against Landlord or Agent related to its tenancy, but Tenant agrees to file any claim(s) against Landlord or Agent in its individual capacity only, and Tenant hereby waives any rights that it may have had to bring or take part in a class or representative action.
 - 7. Miscellaneous.**
 - a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged.
 - b. The insurance required by the Lease is not required by any law. Tenant's obligation to provide insurance stems solely from the Lease.
 - c. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

- d. The insurance required by the Lease is not an attempt to limit our liability for our own negligence or Tenant's liability for Tenant's own negligence.
- e. The insurance required by the Lease is not in lieu of, or in any way a component of, any security deposit required by the Lease.

By signing below, Tenant acknowledges and agree to be bound to the terms of this Addendum.

Resident or Residents
(All residents must sign)

Kathryn

Owner or Owner's Representative
(Signs below)

Kodi Walker

Date of Lease Contract

12/07/2024

**LEASE ADDENDUM FOR
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth, TX; OR the house, duplex, etc. located at (street address)
in _____, TX.

2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: (*check as applicable*)

garage or carport attached to the dwelling;

garage space number(s): _____; \$ _____ /month; start date(s): _____
 carport space number(s): C-041; \$ 0.00 /month; start date(s): 10/21/2023 and/or
 storage unit number(s): S-12; \$ 25.00 /month; start date(s): 11/1/2023

The monthly rent in the Lease Contract does not cover both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum. Start date is the same as the lease start date unless indicated above.

3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules, community policies, or Resident Handbook. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas. Additional Restrictions:
-
-

4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored in the areas covered by this addendum. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

5. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.

6. **Garage door opener.** If an enclosed garage is furnished, you will will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a charge of \$50.00, which will be deducted from your security deposit.

7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.

9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to Community Policies or the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you. A written 30-day notice to vacate is required for any carport, garage, or storage unit if you intend to vacate it prior to the end of the lease term for apartment Premises.

Resident or Residents
(All residents must sign)

Kathryn

Owner or Owner's Representative
(Signs below)

Kodi Walker

Date of Lease Contract
12/07/2024

FITNESS CENTER/BUSINESS CENTER RULES AND REGULATIONS

**Kathryn M Copeland
405 Crawford St Apt# 2145
Fort Worth, TX 76104**

We hope you will enjoy the Fitness Center and/or Business Center. To ensure that everyone has a safe and enjoyable experience, please abide by the following rules and regulations. These rules and regulations become a part of the Resident Handbook that you received as part of your Move-In Packet.

1. The Fitness Center is for the use of residents and their guests. Guests are not permitted in the Business Center
2. **The Fitness Center is accessible 24 hours a day; 7 days a week.**

3. Residents are permitted to bring one guest per day to the Fitness Center. Guests must be accompanied by a resident at all times while in the Fitness Center. Guests must carry a guest pass at all times while in the Fitness Center. Guests must abide by all Fitness Center policies. Residents are responsible for the actions of their guests.
4. No persons under age 16 are permitted to use the exercise equipment or be in the Fitness Center.
5. No attendants or supervision of any kind will be provided by the Management for the Fitness Center.
6. Use the exercise equipment at your own risk. Weinstein Properties is not responsible for accidents or injuries related in any way to the use of the Fitness Center.
7. It is strongly recommended that appropriate work out clothing be worn while using the fitness equipment. Fitness center users assume all risk of injury resulting from failing to wear appropriate clothing.
8. The treadmills and stair stepper machines are not designed for use by persons weighing over 250 pounds.
9. Know your limits. Do not over exert yourself.
10. Read all posted instructions. If you do not understand the instructions, do not use the equipment.
11. When using the treadmill, please attach the safety key to your clothing or body.
12. No one under the influence of drugs or alcohol may use the Fitness Center or Business Center at any time.
13. Please wear shoes—no wet or bare feet are permitted in the Fitness Center or Business Center.
14. There is a \$50.00 fee for lost or stolen access cards/fobs, or for not returning the access card/fob when your occupancy expires.
15. The Fitness Center may not be used for the purpose of conducting business, including personal training or classes, at any time.
16. Landlord reserves the right to deny access to the Fitness Center and/or Business Center to any and all Tenant(s) who fail to comply with these Rules and Regulations.

I have read, understand and agree to comply with the foregoing rules and regulations.

Date: 12/06/2024

Tenant Signature: Kathryn

Date: _____

Tenant Signature: _____

LEASE ADDENDUM FOR ACCESS CONTROL DEVICES

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145, in the
WMCI Dallas, X LLC dba The Bowery at Southside
Apartments in Fort Worth, Texas.

2. Remote control/cards/code for gate access.

- Remote control for gate access.** Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ 50.00 non-refundable fee.
- Cards for gate access.** Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ 50.00 non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. Damaged, lost or unreturned remote controls, cards, key fobs or code changes.

- If a remote control is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

4. Report damage or malfunctions. Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.

5. Follow written instructions. You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. Personal injury and/or personal property damage. Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

Kathryn

Signatures of All Residents

Kodi Walker

Signature of Owner or Owner's Representative

LEASE ADDENDUM REGARDING SMOKING

- 1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside
- Apartments in Fort Worth,
Texas OR
the house, duplex, etc. located at (street address) _____ in _____, Texas.

2. Smoking, in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

3. Smoking permitted in designated areas of the apartment community. Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

is permitted

is not permitted.

Only the following outside areas may be used for smoking: _____

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 15 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

4. Your responsibility for damages and cleaning. You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

5. Your responsibility for loss of rental income and economic damages regarding other residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

6. Definition of smoking. "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. Lease Contract termination for violation of this addendum. We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

8. Extent of your liability for losses due to smoking. Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

9. Your responsibility for conduct of occupants, family members and guests. You are responsible for communicating the no-smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

10. No warranty of a smoke-free environment. Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.
 Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

Kathryn
Signatures of All Residents

Kodi Walker
Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

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

- 1. Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

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

- 2. Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.

- 3. Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

- 4. Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

- 5. Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

- 6. Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

- 7. Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.

- 8. Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the TAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear and tear.

- 9. Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 1000000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.

- 10. Security deposit.** Your security deposit (in your Lease Contract) is increased by an additional reasonable sum of \$ 150.00. effective at time of installation or effective within _____ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.

- 11. When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.

- 12. Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Kathryn
Signatures of All Residents

Kodi Walker
Signature of Owner or Owner's Representative

WATER AND WASTEWATER SUBMETERING ADDENDUM

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth
Texas OR
the house, duplex, etc. located at (street address) In Texas.

2. PUC. Water conservation by submeter billing is encouraged by the Public Utility Commission of Texas (PUC). Submeter billing is regulated by PUC rules, and a copy of the rules is attached to this addendum. This addendum complies with those rules.

3. Mutual Conservation Efforts. We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to follow the water-conservation suggestions listed in the checklist below.

4. Submeter Billing Procedures. Your monthly rent under the TAA Lease does *not* include a charge for water and wastewater. Instead, you will receive a separate monthly bill from us for submetered water and wastewater use, as follows:

- (A) Your monthly water and wastewater bill will conform to all applicable rules of the PUC (see attached).
- (B) As permitted by state law, a service fee of 9 % (not to exceed 9%) will be added to your monthly water-service charges.
- (C) No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.

(D) We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.281.

(E) We will bill you monthly for your submetered water consumption from approximately the 1 day of the month to the 31 day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.

(F) PUC rules require us to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ 41.14 per unit, varying from \$ 1.75 for the lowest month's bill to \$ 100.18 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.

(G) During regular weekday office hours, you may examine: (1) our water and wastewater bills from the utility company; (2) our calculation of your monthly submeter bill; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

5. Your Payment-Due Date. Payment of your submeter water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.

A Checklist of Water-Conservation Ideas for Your Dwelling

In the bathroom . . .

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

In the kitchen . . .

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

When doing the laundry . . .

- Wash only full loads of laundry or else adjust the water level to match the size of the load (if you have this option).
- Use cold water as often as possible to save energy and to conserve the hot water for uses that cold water cannot serve.

Attached: PUC Rules for Submetered Water or Wastewater Service

Also note that the service fee referenced in Item 4(B) does not apply to properties receiving Low-Income Housing Tax Credits or to properties receiving tenant-based vouchers.

Kathryn

Resident or Residents [All residents must sign here]

Kodi Walker

Owner or Owner's Representative [sign here]

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

SUBCHAPTER I: WATER UTILITY SUBMETERING AND ALLOCATION

§ 24.275. 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. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple use facility to charge, bill for, or collect rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.

(c) Definitions. The following words and terms, when used in this subchapter, have the defined 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 rent paid at intervals of one month or more.

(3) Condominium manager—A condominium unit owners' association organized under Texas Property Code §82.101, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code. Condominium Manager and Manager of a Condominium have the same meaning.

(4) Customer service charge—A customer service charge is a rate that is not dependent on the amount of water used through the master meter.

(5) 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.

(6) 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.

(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) 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.

(9) 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.

(10) Occupant—A tenant or other person authorized under a written agreement to occupy a dwelling.

(11) Overcharge—The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit after a violation occurred relating to the assessment of a portion of utility costs in excess of the amount the tenant would have been charged under this subchapter. Overcharge and Overbilling have the same meaning.

(12) Owner—The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; and any individual, firm, or corporation expressly identified in the lease agreement as the landlord of tenants in the apartment house, manufactured home rental community, or multiple use facility. The term does not include the manager of an apartment home unless the manager is expressly identified as the landlord in the lease agreement.

(13) 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.

(14) 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.

(15) 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.

(16) Undercharge—The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit less than the amount the tenant would have been charged under this subchapter. Undercharge and Underbilling have the same meaning.

(17) Utility costs—Any amount charged to the owner by a retail public utility for water or wastewater service. Utility Costs and Utility Service Costs have the same meaning.

(18) Utility service—For purposes of this subchapter, utility service includes only drinking water and wastewater.

§ 24.277. 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 §24.281(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.

§ 24.279. 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 §24.281(d)(3) of this title (relating to Charges and Calculations) 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.

§ 24.281. 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, reconnected, 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 D; or
 - (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, §1437); 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

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. The 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 §24.279(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.

§ 24.283. Billing

(a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.281 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in the rental 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) Rendered 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 underbilling. 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 underbilling 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 underbilling. 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.

§ 24.285. Complaint Jurisdiction

(a) **Jurisdiction.** The commission has exclusive jurisdiction for violations under this subchapter.

(b) **Complaints.** If an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner violates a commission rule regarding utility costs, the person claiming the violation may file a complaint with the commission and may appear remotely for a hearing.

§ 24.287. 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) 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.

(C) 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 §24.283(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling 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.

LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

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

2. Flat fee for trash/recycling costs. Your monthly base rent under the TAA Lease Contract does not include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ 20.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ _____ per month (not to exceed \$3) for processing and billing.

Your trash/recycling bill may include state and local sales taxes as required by state law.

3. Payment due date. Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ _____ (not to exceed \$3) 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.

Kathryn
Signatures of All Residents

Kodi Walker
Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR VALET TRASH

Addendum. This is an addendum to lease contract for Apt. No. 2145 in the The Bowery at Southside
Apartments, in Fort Worth,
TX.

This Lease Addendum for Valet Trash (this "Addendum") is made and entered into as of the date of the Lease Contract and between WMCI Dallas, X,
LLC dba The Bowery at Southside (the "Owner") and
Kathryn M Copeland

(the "Resident", whether one or more) upon the terms and conditions stated herein.

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant, with the exception of the following amendments and revisions:

1. Valet trash collection service will be provided for Tenant 5 nights per week, Sunday through Thursday for an additional monthly fee noted within your lease or subsequent renewal. The fee for valet trash collection is in addition to the monthly fee for regular trash. Note: *Valet trash collection will not occur on designated holidays.*
 2. Each apartment will be provided with one container to be used for the purpose of valet trash collection. Only approved containers are allowed.
 3. Tenant is responsible for placing the provided container containing bagged trash only outside the front door of the apartment no earlier than 5:00PM each evening for collection.
 4. Trash collection service will begin at 7:00PM.
 5. All trash must be bagged and tied securely. Pet waste must be double bagged. No broken glass or sharp objects are allowed in the container. Large items or bags weighing over 25 lbs are not permitted.
 6. All bags must be placed inside the provided container. Trash will not be collected without the use of the provided container.
 7. Loose trash will not be collected.
 8. Boxes must be broken down and flattened.
 9. If Tenant is unable to place container outside of the apartment on a designated service night, Tenant is responsible for disposing of trash in the community dumpster/trash compactor.
 10. The container and/or trash may not be left outside the apartment for any reason other than pickup during the designated trash collection timeframe.
 11. If a container remains outside of the apartment past 9:00AM on the morning following trash collection service, a \$25.00 fee will be assessed.
 12. Tenant is required to keep the provided container clean.
 13. The provided container is property of Landlord.
 14. Tenant will be assessed a \$25.00 fee if an additional or replacement container is needed, or if the container is not left in the apartment when Tenant vacates.

If Tenant is found to be in violation of any of the above, Landlord will issue a warning to Tenant. If Tenant is found to be in violation a second time, the container may be removed and/or a \$25.00 fee will be assessed. In the event container is removed, it will be returned after any fees are paid. If Tenant is found to be in violation a third time, valet trash removal service will be terminated and disposing of trash in the provided dumpster/trash compactor will become the responsibility of the Tenant. Tenant will not receive any refund or rebate for valet trash removal charges.

Tenant acknowledges that valet trash is provided by a third-party provider and that changes to this addendum may occur due to a change of provider's service agreement with the owner, a change of the provider, or any other reason. Any changes to this agreement will be provided in writing at least 30 days in advance of enforcement.

Special Provisions: _____

The undersigned have read, understand and agree to comply with the terms of this Addendum.

Kathryn
Signatures of All Residents

Kodi Walker
Signature of Owner or Owner's Representative
12/06/2024
Date of Lease Contract



Mold Information and Prevention Addendum

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This Addendum contains important information for you, and responsibilities for both you and us.

- 1. Addendum.** This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:
Unit # 2145
at WMCI Dallas, X LLC dba The Bowery at Southside

(name of apartments)
or other dwelling located at _____

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

- 2. About Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. To avoid mold growth, it's important to **prevent excess moisture buildup** in your dwelling. Promptly notify us in writing about any air-conditioning or heating-system problems and any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation.

If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the **Environmental Protection Agency recommends** that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide.

Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result.

This Addendum is part of your Lease.
You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below)

<u>Kathryn</u> (Name of Resident)	12/06/2024 Date signed
<hr/> (Name of Resident)	Date signed
<hr/> (Name of Resident)	Date signed
<hr/> (Name of Resident)	Date signed
<hr/> (Name of Resident)	Date signed
<hr/> (Name of Resident)	Date signed

Owner or Owner's Representative (sign below)

<u>Kodi Walker</u> _____ (Signature)	12/07/2024 Date signed
--	---------------------------

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



Bed Bug Addendum

Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This Addendum outlines your responsibility and potential liability when it comes to bed bugs.

- 1. Addendum.** This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:
Apt. #, 2145 at WMCI Dallas, X LLC
dba The Bowery at Southside

(name of apartments)
or other dwelling located at _____

(street address of house, duplex, etc.)

(city) _____
(state) _____ (zip) _____

- 2. Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.
- 3. Inspection and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- **YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR**
- **YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.**

- 4. Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. You agree not to treat the dwelling for a bed-bug infestation on your own.

- 5. Notification.** You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling; AND
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

- 6. Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease.

- 7. Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease.

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

This Addendum is part of your Lease.
You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below)

<u>Kathryn</u> (Name of Resident)	12/06/2024 Date signed
_____	Date signed
_____	Date signed
_____	Date signed
_____	Date signed
_____	Date signed

Owner or Owner's Representative (sign below)

<u>Kodi Walker</u> Date signed	12/07/2024
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You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

LEASE ADDENDUM FOR COMMUNICATION VIA TEXT

1. Addendum. This is an addendum to lease contract for Apt. No. 2145 in the The Bowery at Southside
Apartments, in Fort Worth, TX.

2. The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s) with the exception of the following amendments and/or revisions:
I/We understand and agree to the following:

By providing your mobile number and signing, this constitutes your signature to agree to receive recurring informational and marketing SMS/MMS text messages from Weinstein Management Co., Inc. and/or its affiliates or agents to the number you provided, including such messages sent through an automatic dialing system. Your consent is not a condition of purchasing any property, goods, or services. Depending on your mobile phone plan, standard messaging and data rates/fees or other charges may apply. You can opt out from receiving SMS/MMS text messages by responding STOP to any message you receive. If you opt out, you may receive one additional message confirming that your request has been processed.

The undersigned have read, understand, and will comply with this Agreement.

Kathryn

Signatures of All Residents

Kodi Walker

Signature of Owner or Owner's Representative

12/06/2024

Date of Lease Contract

ADDENDUM - PAYMENT OF SALES, EXCISE AND USE TAXAPARTMENT UNIT DESCRIPTION. Apt. No. 2145, 405 Crawford St Apt# 2145(street address) in Fort Worth
(city), TX (state), 76104 (zip code).LEASE CONTRACT DESCRIPTION. Lease Contract date: December 6, 2024Owner's name: WMCI Dallas, X LLC dba The Bowery at SouthsideResidents (list all residents): Kathryn M Copeland

Resident shall be responsible for payment of any applicable federal, state and local taxes, including any sales, excise or use taxes, assessed on any goods or services purchased, rented, leased or otherwise utilized by Resident at such rates as may be determined by federal, state, or local authorities from time to time.

Resident(s)
(All residents must sign)Kathryn

Date of Signing Addendum

12/06/2024Owner or Owner's Representative
Kodi Walker

Date of Signing Addendum

12/07/2024

PACKAGE ADDENDUM

APARTMENT UNIT DESCRIPTION. Apt. No. 2145, 405 Crawford St Apt# 2145

(street address) in Fort Worth
(city), TX (state), 76104 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: December 6, 2024

Owner's name: WMCI Dallas, X LLC dba The Bowery at Southside

Residents (list all residents): Kathryn M Copeland

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s) with the exception of the following amendments and/or revisions:

I/We understand and agree to the following:

- We may refuse to accept any package on your behalf for any reason or no reason at all.
- As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property.
- If available, carriers will deliver packages to a USPS Mail or Parcel Box, Package Locker, or designated Package Room. If required for delivery, you agree to create and maintain any applicable accounts required to use a Package Locker and/or Package Room. If you do not create and maintain the account, you are by default agreeing to make other arrangements for delivery of any packages intended for your address.
- If Package Boxes, Lockers, or Rooms are unavailable, carriers are instructed to deliver parcels directly to individual apartment home doors. Packages will not be accepted at the leasing office.
- For Packages not claimed from Package Lockers, Package Rooms, or other areas within 3 days we shall have the right to dispose of such items by discarding them, delivering them to the Resident's apartment, returning them to the shipper, or any other method selected at our sole discretion.
- We have the right to charge a fee to accept and/or store packages for any duration of time.

Continued on next page.

You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

Resident(s)
(All residents must sign)

Kathryn

Date of Signing Addendum

12/06/2024

Owner or Owner's Representative

Kodi Walker

Date of Signing Addendum

12/07/2024



CITY OF FORT WORTH TENANT AND LANDLORD INSPECTION FORM

PROPERTY ADDRESS 405 Crawford St Apt# 2145, Fort Worth, TX 76104APARTMENT ADDRESS 405 Crawford St Apt# 2145 #2145, Fort Worth, TX 76104DATE 12/06/2024TENANTS Kathryn M CopelandThe Bowery at Southside

Print - Tenant's Name Performing the Inspection

Print - Landlord's Name Performing the Inspection

Please list the names of all persons occupying the dwelling unit (other than overnight guests).

The City of Fort Worth Code of Ordinances requires a "Tenant and Landlord Inspection" of each dwelling in a multifamily dwelling complex. The inspection of a dwelling unit shall be conducted by the landlord and the unit's tenant:

- 1) a minimum of once annually; and
- 2) when the occupancy of the dwelling changes.

THE TENANT MUST ANSWER THE FOLLOWING QUESTIONS BY CIRCLING EITHER YES OR NO.

YES -- NO Has the Landlord installed a smoke detector in this residence?

YES -- NO Did you check to make sure the smoke detector works?

YES -- NO If battery operated, do you know the Tenant must replace smoke detector batteries?

YES -- NO Do you know a portable barbecue or cooking appliance cannot be used on a balcony, walkway, landing or within ten (10) feet of a combustible building?

YES -- NO Do all electrical outlets, switches or lighting fixtures operate properly?

YES -- NO Have you seen exposed electrical wiring inside or outside the residence?

YES -- NO Have you noticed sewage leaking from inside or outside of the residence?

YES -- NO Have you noticed water leaking from inside or outside of the residence?

YES -- NO Are any of the drains clogged?

YES -- NO Have you noticed the odor of gas inside or outside of the residence?

YES -- NO Where evidence of infestation exists, has the dwelling been exterminated within the last 30 days?

YES -- NO Is there broken glass in the window or door frames?

YES -- NO Do the windows and doors lock properly?

YES -- NO Is there a door viewer (peephole) installed in each exterior door?

YES -- NO Is there a keyless bolting device on exterior doors that doesn't require special knowledge or tools to open?

YES -- NO If a sliding door is present, is it equipped with a pin lock?

YES -- NO Is the building marked with contrasting property address numbers?

YES -- NO Is the dwelling unit number marked at the entrance to the unit?

YES -- NO Has the Landlord advised the tenant the appropriate way to report problems to the Landlord?

YES -- NO In case of an emergency, does the tenant have an evacuation plan?

Where is your meeting place? _____

If the Tenant disagrees with any notation made by the Landlord, the Landlord shall permit the Tenant to make comments on the space below prior to signing it.

The Tenant has been advised to contact the following named property employee, Resident Service Center at telephone number 682-269-2862, where this employee can be contacted during any twenty-four period, to respond to emergencies such as a fire, natural disaster, flood, collapse hazard, burst pipes or violent crime.

The Tenant has been advised: TO REPORT UNRESOLVED VIOLATIONS OF CITY CODE MAINTENANCE STANDARDS FOR THESE PREMISES, CONTACT THE CODE COMPLIANCE DEPARTMENT AT 817-392-1234.

We the Tenant and Landlord confirm, the above inspection report reasonably depicts the general condition of apartment address 405 Crawford St Apt# 2145 #2145, Fort Worth, TX 76104 on (MM/DD/YYYY). The Landlord must provide a copy of this signed form to the tenant. The Landlord must maintain this form for a minimum of three (3) years, and make it available for examination by the Code Compliance Department.

Tenant's Signature

Landlord's Signature

E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.



DOCUMENT INFORMATION

Status	Signed
Document ID	477404896
Submitted	12/07/24
Total Pages	35
Forms Included	Flood Disclosure Notice, Apartment Lease Form, Community Policies Addendum, Animal Addendum, Animal Addendum Special Provisions (Continued from Animal Addendum, Insurance Addendum, Personal Liability Insurance Addendum, Lease Addendum for Enclosed Garage, Carport or Storage Addendum, Fitness and Business Center Rules and Regulations, Lease Addendum for Access Control Devices, Lease Addendum Regarding Smoking, Satellite Dish or Antenna Addendum, Water/Wastewater Submetering Addendum, Lease Addendum for Trash Removal and Recycling Costs - Flat Fee, Valet Trash Addendum, Mold Information and Prevention Addendum, Bed Bug Addendum, Lease Addendum For Communication Via Text, Addendum - Payment of Sales, Excise and Use Tax, Package Addendum, Fort Worth Tenant and Landlord Inspection Form

PARTIES

Kathryn Copeland

signer key: 9fd19e5f4e24e951e074856033b69166

IP address: 99.187.149.95

signing method: Blue Moon eSignature Services

authentication method: eSignature by email k.m.copeland@tcu.edu

browser: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/131.0.0.0 Safari/537.36

A handwritten signature in black ink that reads "Kathryn".

Kodi Walker

signer key: f87a2bc12390f64b99df74f0b28c5360

IP address: 108.82.248.235

signing method: Blue Moon eSignature Services

authentication method: eSignature by email theboweryoffice@weinsteinproperties.com

A handwritten signature in black ink that reads "Kodi Walker".

(Property Manager)

DOCUMENT AUDIT

1	12/06/24 04:10:57 PM CST	Kathryn Copeland accepted Consumer Disclosure
2	12/06/24 04:11:56 PM CST	Kathryn Copeland signed Flood Disclosure Notice
3	12/06/24 04:12:38 PM CST	Kathryn Copeland signed Apartment Lease Form
4	12/06/24 04:13:07 PM CST	Kathryn Copeland dated Apartment Lease Form
5	12/06/24 04:27:26 PM CST	Kathryn Copeland signed Community Policies Addendum
6	12/06/24 04:28:04 PM CST	Kathryn Copeland signed Animal Addendum
7	12/06/24 04:28:05 PM CST	Kathryn Copeland dated Animal Addendum
8	12/06/24 04:28:09 PM CST	Kathryn Copeland signed Animal Addendum Special Provisions (Continued from Animal Addendum)
9	12/06/24 04:28:17 PM CST	Kathryn Copeland signed Insurance Addendum
10	12/06/24 04:28:24 PM CST	Kathryn Copeland signed Personal Liability Insurance Addendum
11	12/06/24 04:30:17 PM CST	Kathryn Copeland signed Lease Addendum for Enclosed Garage, Carport or Storage Addendum
12	12/06/24 04:30:21 PM CST	Kathryn Copeland dated Fitness and Business Center Rules and Regulations

DOCUMENT AUDIT CONTINUED

13	12/06/24 04:30:22 PM CST	Kathryn Copeland signed Fitness and Business Center Rules and Regulations
14	12/06/24 04:30:26 PM CST	Kathryn Copeland signed Lease Addendum for Access Control Devices
15	12/06/24 04:30:33 PM CST	Kathryn Copeland signed Lease Addendum Regarding Smoking
16	12/06/24 04:30:38 PM CST	Kathryn Copeland checked box on Lease Addendum Regarding Smoking
17	12/06/24 04:31:32 PM CST	Kathryn Copeland signed Satellite Dish or Antenna Addendum
18	12/06/24 04:31:46 PM CST	Kathryn Copeland signed Water/Wastewater Submetering Addendum
19	12/06/24 04:31:50 PM CST	Kathryn Copeland signed Lease Addendum for Trash Removal and Recycling Costs - Flat Fee
20	12/06/24 04:31:54 PM CST	Kathryn Copeland signed Valet Trash Addendum
21	12/06/24 04:31:59 PM CST	Kathryn Copeland signed Mold Information and Prevention Addendum
22	12/06/24 04:32:01 PM CST	Kathryn Copeland dated Mold Information and Prevention Addendum
23	12/06/24 04:32:05 PM CST	Kathryn Copeland signed Bed Bug Addendum
24	12/06/24 04:32:06 PM CST	Kathryn Copeland dated Bed Bug Addendum
25	12/06/24 04:32:11 PM CST	Kathryn Copeland signed Lease Addendum For Communication Via Text
26	12/06/24 04:32:15 PM CST	Kathryn Copeland signed Addendum - Payment of Sales, Excise and Use Tax
27	12/06/24 04:32:16 PM CST	Kathryn Copeland dated Addendum - Payment of Sales, Excise and Use Tax
28	12/06/24 04:32:19 PM CST	Kathryn Copeland signed Package Addendum
29	12/06/24 04:32:22 PM CST	Kathryn Copeland dated Package Addendum
30	12/06/24 04:32:26 PM CST	Kathryn Copeland signed Fort Worth Tenant and Landlord Inspection Form
31	12/06/24 04:32:37 PM CST	Kathryn Copeland submitted signed documents
32	12/07/24 09:16:21 AM CST	Kodi Walker accepted Consumer Disclosure
33	12/07/24 09:16:21 AM CST	Kodi Walker signed Flood Disclosure Notice
34	12/07/24 09:16:21 AM CST	Kodi Walker dated Flood Disclosure Notice
35	12/07/24 09:16:21 AM CST	Kodi Walker signed Apartment Lease Form
36	12/07/24 09:16:21 AM CST	Kodi Walker signed Community Policies Addendum
37	12/07/24 09:16:21 AM CST	Kodi Walker signed Animal Addendum
38	12/07/24 09:16:21 AM CST	Kodi Walker dated Animal Addendum
39	12/07/24 09:16:21 AM CST	Kodi Walker signed Animal Addendum Special Provisions (Continued from Animal Addendum)
40	12/07/24 09:16:21 AM CST	Kodi Walker signed Insurance Addendum
41	12/07/24 09:16:21 AM CST	Kodi Walker dated Personal Liability Insurance Addendum
42	12/07/24 09:16:21 AM CST	Kodi Walker signed Personal Liability Insurance Addendum
43	12/07/24 09:16:21 AM CST	Kodi Walker signed Lease Addendum for Enclosed Garage, Carport or Storage Addendum
44	12/07/24 09:16:21 AM CST	Kodi Walker dated Lease Addendum for Enclosed Garage, Carport or Storage Addendum
45	12/07/24 09:16:21 AM CST	Kodi Walker signed Fitness and Business Center Rules and Regulations
46	12/07/24 09:16:21 AM CST	Kodi Walker signed Lease Addendum for Access Control Devices
47	12/07/24 09:16:21 AM CST	Kodi Walker signed Lease Addendum Regarding Smoking
48	12/07/24 09:16:21 AM CST	Kodi Walker signed Satellite Dish or Antenna Addendum
49	12/07/24 09:16:21 AM CST	Kodi Walker signed Water/Wastewater Submetering Addendum
50	12/07/24 09:16:21 AM CST	Kodi Walker signed Lease Addendum for Trash Removal and Recycling Costs - Flat Fee
51	12/07/24 09:16:21 AM CST	Kodi Walker signed Valet Trash Addendum
52	12/07/24 09:16:21 AM CST	Kodi Walker signed Mold Information and Prevention Addendum
53	12/07/24 09:16:21 AM CST	Kodi Walker dated Mold Information and Prevention Addendum
54	12/07/24 09:16:21 AM CST	Kodi Walker signed Bed Bug Addendum
55	12/07/24 09:16:21 AM CST	Kodi Walker dated Bed Bug Addendum
56	12/07/24 09:16:21 AM CST	Kodi Walker signed Lease Addendum For Communication Via Text
57	12/07/24 09:16:21 AM CST	Kodi Walker signed Addendum - Payment of Sales, Excise and Use Tax
58	12/07/24 09:16:21 AM CST	Kodi Walker dated Addendum - Payment of Sales, Excise and Use Tax
59	12/07/24 09:16:21 AM CST	Kodi Walker signed Package Addendum

DOCUMENT AUDIT CONTINUED

60	12/07/24 09:16:21 AM CST	Kodi Walker dated Package Addendum
61	12/07/24 09:16:21 AM CST	Kodi Walker signed Fort Worth Tenant and Landlord Inspection Form
62	12/07/24 09:16:21 AM CST	Kodi Walker submitted signed documents

FLOOD DISCLOSURE NOTICE

In accordance with Texas law, we are providing the following flood disclosure:

- We are or are not aware that the unit you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a unit is located in a flood hazard area. Most renter's insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- We are or are not aware that the unit you are renting has flooded (per the statutory definition below) at least once within the last five years.

As defined in Texas Property Code 92.0135(a)(2), "flooding" means "a general or temporary condition of a partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall."

Signatures of All Residents

Kathryn Copeland

Signature of Owner or Owner's Representative

Date



This Lease is valid only if filled out before January 1, 2024.

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

This Lease Contract ("Lease") is between you, the resident(s) as listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.

PARTIES

Residents Kathryn M Copeland

Owner WMCI Dallas, X LLC dba The Bowery
at Southside

Occupants Quinn Copeland, Penelope
Copeland

LEASE DETAILS

A. Apartment (Par. 2) Street Address: <u>405 Crawford St Apt# 2145</u>		Apartment No. <u>2145</u>	City: <u>Fort Worth</u>	State: <u>TX</u> Zip: <u>76104</u>
B. Initial Lease Term. Begins: <u>10/21/2023</u>		Ends at 11:59 p.m. on: <u>12/22/2024</u>		
C. Monthly Base Rent (Par. 3) <u>\$ 2214.00</u>	E. Security Deposit (Par. 5) <u>\$ 200.00</u>	F. Notice of Termination or Intent to Move Out (Par. 4) A minimum of <u>60</u> days' written notice of termination or intent to move out required at end of initial lease term or during renewal period <i>If the number of days isn't filled in, notice of at least 30 days is required.</i>		
D. Prorated Rent <u>\$ 804.42</u> <input checked="" type="checkbox"/> due for the remainder of 1st month or <input type="checkbox"/> for 2nd month	<i>Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.</i>			
G. Late Fees (Par. 3.3) Initial Late Fee <input checked="" type="checkbox"/> <u>10</u> % of one month's monthly base rent or <input type="checkbox"/> \$ _____	Daily Late Fee <input type="checkbox"/> _____ % of one month's monthly base rent for _____ days or <input type="checkbox"/> \$ _____ for _____ days			
Due if rent unpaid by 11:59 p.m. on the <u>5th</u> (3rd or greater) day of the month				
H. Returned Check or Rejected Payment Fee (Par. 3.4) <u>\$ 75.00</u>	J. Optional Early Termination Fee (Par. 7.2) <u>\$ _____</u> Notice of _____ days is required. <i>You are not eligible for early termination if you are in default.</i> Fee must be paid no later than <u>3</u> days after you give us notice <i>If values are blank or "0," then this section does not apply.</i>			K. Animal Violation Charge (Par. 12.2) Initial charge of <u>\$ 100.00</u> per animal (not to exceed \$100 per animal) and A daily charge of <u>\$ 10.00</u> per animal (not to exceed \$10 per day per animal)
I. Reletting Charge (Par. 7.1) A reletting charge of <u>\$ 1926.95</u> (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations				
L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.				
Animal rent <u>\$ 30.00</u>	Cable/satellite <u>\$ _____</u>	Trash service <u>\$ 20.00</u>		
Internet <u>\$ _____</u>	Package service <u>\$ _____</u>	Pest control <u>\$ 3.00</u>		
Storage <u>\$ _____</u>	Stormwater/drainage <u>\$ _____</u>	Washer/Dryer <u>\$ _____</u>		
Other: _____				
M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.				
Utility Connection Charge or Transfer Fee: \$ <u>50.00</u> (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)				
Special Provisions. See Par. 32 or additional addenda attached. The Lease cannot be changed unless in writing and signed by you and us.				

LEASE TERMS AND CONDITIONS

- 1. Definitions.** The following terms are commonly used in this Lease:
 - 1.1. "Residents" are those listed in "Residents" above who sign the Lease and are authorized to live in the apartment.
 - 1.2. "Occupants" are those listed in this Lease who are also authorized to live in the apartment, but who do not sign the Lease.
 - 1.3. "Owner" may be identified by an assumed name and is the owner only and not property managers or anyone else.
 - 1.4. "Including" in this Lease means "Including but not limited to."
 - 1.5. "Community Policies" are the written apartment rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
 - 1.6. "Rent" is monthly base rent plus additional monthly recurring fixed charges.
- 2. Apartment.** You are leasing the apartment listed above for use as a private residence only.
 - 2.1. **Access.** In accordance with our Community Policies, you'll receive access information or devices for your apartment and mailbox, and other access devices including: Gate _____ Remote _____
 - 2.2. **Measurements.** Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary.
 - 2.3. **Representations.** You agree that designations or accreditations associated with the property are subject to change.
- 3. Rent.** *You must pay your Rent on or before the 1st day of each month (due date) without demand. There are no exceptions regarding the payment of Rent, and you agree not paying Rent on or before the 1st of each month is a material breach of this Lease.*
- 3.1. Payments.** You will pay your Rent by any method, manner and place we specify in accordance with our Community Policies. *Cash is not acceptable without our prior written permission. You cannot withhold or offset Rent unless authorized by law.* We may, at our option, require at any time that you pay Rent and other sums due in one single payment by any method we specify.
- 3.2. Application of Payments.** Payment of each sum due is an independent covenant, which means payments are due regardless of our performance. When we receive money, other than water and wastewater payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to accrued rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than Rent and late fees are due upon our demand. After the due date, we do not have to accept any payments.
- 3.3. Late Fees.** If we don't receive your monthly base rent in full when it's due, you must pay late fees as outlined in Lease Details.
- 3.4. Returned Payment Fee.** You'll pay the fee listed in Lease Details for each returned check or rejected electronic payment, plus initial and daily late fees if applicable, until we receive full payment in an acceptable method.
- 3.5. Utilities and Services.** You'll pay for all utilities and services, related deposits, and any charges or fees when they are due and as outlined in this Lease. Television channels that are provided may be changed during the Lease term if the change applies to all residents.
If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date. If you delay getting service turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for the charge listed above (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If your apartment is individually metered and you change your retail electric provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.
- 3.6. Lease Changes.** Lease changes are only allowed during the Lease term or renewal period if governed by Par. 10, specified in Special Provisions in Par. 32, or by a written addendum or amendment signed by you and us. At or after the end of the initial Lease term, Rent Increases will become effective with at least 5 days plus the number of days' advance notice contained in Box F on page 1 in writing from us to you. Your new Lease, which may include increased Rent or Lease changes, will begin on the date stated in any advance notice we provide (without needing your signature) unless you give us written move-out notice under Par. 25, which applies only to the end of the current Lease term or renewal period.
- 4. Automatic Lease Renewal and Notice of Termination.** This Lease will automatically renew month-to-month unless either party gives written notice of termination or intent to move out as required by Par. 25 and specified on page 1. *If the number of days isn't filled in, notice of at least 30 days is required.*
- 5. Security Deposit.** The total security deposit for all residents is due on or before the date this Lease is signed. Any animal deposit will be designated in an animal addendum. Security deposits may not be applied to Rent without our prior written consent.
- 5.1. Refunds and Deductions.** *You must give us your advance notice of move out as provided by Par. 25 and forwarding address in writing to receive a written description and itemized list of charges or refund. In accordance with our Community Policies and as allowed by law, we may deduct from your security deposit any amounts due under the Lease. If you move out early or in response to a notice to vacate, you'll be liable for rekeying charges.* Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose, or distributed equally among all residents.
- 6. Insurance.** *Our insurance doesn't cover the loss of or damage to your personal property.* You will be required to have liability insurance as specified in our Community Policies or Lease addenda unless otherwise prohibited by law. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to require your insurance carrier to waive any insurance subrogation rights. Even if not required, we urge you to obtain your own insurance for losses due to theft, fire, flood, water, pipe leaks and similar occurrences. Most renter's insurance policies don't cover losses due to a flood.
- 7. Reletting and Early Lease Termination.** This Lease may not be terminated early except as provided in this Lease.
 - 7.1. **Reletting Charge.** You'll be liable for a reletting charge as listed in Lease Details, (not to exceed 85% of the highest monthly Rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 25; (B) move out without paying Rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a termination, cancellation or buyout fee and does not release you from your obligations under this Lease, including liability for future or past-due Rent, charges for damages or other sums due.
The reletting charge is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to 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 our damages and that the charge is due whether or not our reletting attempts succeed.
 - 7.2. **Early Lease Termination Procedures.** In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may terminate the Lease prior to the end of the Lease term if all of the following occur: (a) as outlined in Lease Details, you give us written notice of early termination, pay the early termination fee and specify the date by which you'll move out; (b) you are not in default at any time and do not hold over; and (c) you repay all rent concessions, credits or discounts you received during the Lease term. If you are in default, the Lease remedies apply.
 - 7.3. **Special Termination Rights.** *You may have the right under Texas law to terminate the Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.*
- 8. Delay of Occupancy.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to (1) abatement of Rent on a daily basis during delay, and (2) your right to terminate the Lease in writing as set forth below. Rent abatement and Lease termination do not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.
- 8.1. Termination.** If we give written notice to you of a delay in occupancy when or after the Lease begins, you may terminate the Lease within 3 days after you receive written notice. If we give you written notice before the date the Lease begins and the notice states that a construction or other delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice.
After proper termination, you are entitled only to refund of any deposit(s) and any Rent you paid.

- 9. Care of Unit and Damages.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease or Community Policies violation; improper use, negligence, or other conduct by you, your invitees, your occupants, or your guests; or, as allowed by law, any other cause not due to our negligence or fault, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs and replacements occurring during the Lease term or renewal period, including: (A) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment; (B) damage to doors, windows, or screens; and (C) damage from windows or doors left open.

RESIDENT LIFE

- 10. Community Policies.** *Community Policies become part of the Lease and must be followed.* We may make changes, including additions, to our written Community Policies, and those changes can become effective immediately if the Community Policies are distributed and applicable to all units in the apartment community and do not change the dollar amounts in Lease Details.

- 10.1. Photo/Video Release.** You give us permission to use any photograph, likeness, image or video taken of you while you are using property common areas or participating in any event sponsored by us.
- 10.2. Disclosure of Information.** At our sole option, we may, but are not obligated to, share and use information related to this Lease for law-enforcement, governmental, or business purposes. At our request, you authorize any utility provider to give us information about pending or actual connections or disconnections of utility service to your apartment.
- 10.3. Guests.** We may exclude from the apartment community any guests or others who, in our sole judgment, have been violating the law, violating this Lease or our Community Policies, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an authorized occupant, or a guest of a specific resident in the community.
- Anyone not listed in this Lease cannot stay in the apartment for more than 7 days in one week without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days total per week will be the limit.
- 10.4. Notice of Convictions and Registration.** You must notify us within 15 days if you or any of your occupants: (A) are convicted of any felony, (B) are convicted of any misdemeanor involving a controlled substance, violence to another person, or destruction of property, or (C) register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.
- 10.5. Odors and Noise.** You agree that odors, smoke and smells including those related to cooking and everyday noises or sounds are all a normal part of a multifamily living environment and that it is impractical for us to prevent them from penetrating your apartment.

- 11. Conduct.** You agree to communicate and conduct yourself in a lawful, courteous and reasonable manner at all times when interacting with us, our representatives and other residents or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by you, your occupants or guests is a breach of this Lease.

You must use customary diligence in maintaining the apartment, keeping it in a sanitary condition and not damaging or littering the common areas. Trash must be disposed of at least weekly. You will use your apartment and all other areas, including any balconies, with reasonable care. We may regulate the use of passageways, patios, balconies, porches, and activities in common areas.

- 11.1. Prohibited Conduct.** You, your occupants, and your guests will not engage in certain prohibited conduct, including the following activities:
- (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
 - (b) behaving in a loud, obnoxious or dangerous manner;

- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;
- (d) disrupting our business operations;
- (e) storing anything in closets containing water heaters or gas appliances;
- (f) tampering with utilities or telecommunication equipment;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with gas-operated appliances;
- (j) making bad-faith or false allegations against us or our agents to others;
- (k) smoking of any kind, that is not in accordance with our Community Policies or Lease addenda;
- (l) using glass containers in or near pools; or
- (m) conducting any kind of business (including child-care services) in your apartment or in the apartment community—except for any lawful business conducted “at home” by computer, mail, or telephone if customers, clients, patients, employees or other business associates do not come to your apartment for business purposes.

- 12. Animals.** *No living creatures of any kind are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.* If we allow an animal, you must sign a separate Animal Addendum and, except as set forth in the addendum, pay an animal deposit and applicable fees and additional monthly rent, as applicable. An animal deposit is considered a general security deposit. You represent that any requests, statements and representations you make, including those for an assistance or support animal, are true, accurate and made in good faith. Feeding stray, feral or wild animals is a breach of this Lease.

- 12.1. Removal of Unauthorized Animal.** We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 14. We may: keep or kennel the animal; turn the animal over to a humane society, local authority or rescue organization; or return the animal to you if we consent to your request to keep the animal and you have completed and signed an Animal Addendum and paid all fees. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges.

- 12.2. Violations of Animal Policies and Charges.** If you or any guest or occupant violates the animal restrictions of this Lease or our Community Policies, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including animal violation charges listed in Lease Details from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including descaling, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and Community Policies.

- 13. Parking.** You may not be guaranteed parking. We may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters, in our Community Policies. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove, at the expense of the vehicle owner or operator, any vehicle that is not in compliance with our Community Policies.

- 14. When We May Enter.** If you or any other resident, guest or occupant is present, then repair or service persons, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times (by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. We are under no obligation to enter only when you are present, and we may, but are not obligated to, give prior notice or make appointments.

15. Requests, Repairs and Malfunctions.

- 15.1.** **Written Requests Required.** If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with our Community Policies (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes regarding your oral request do not constitute a written request from you. Our complying with or responding to any oral request doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your apartment constitutes a request from all residents. *The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.*
- 15.2.** **Your Requirement to Notify.** You must promptly notify us in writing of air conditioning or heating problems, water leaks or moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, or any other condition that poses a hazard or threat to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our Community Policies. Air conditioning problems are normally not emergencies.
- 15.3.** **Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to perform work or to avoid property damage or other emergencies. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 15.4.** **Your Remedies.** We'll act with customary diligence to make repairs and reconnections within a reasonable time, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your Rent will not abate in whole or in part. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. *If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you:* (1) termination of the Lease and an appropriate refund under § 92.056(f); (2) have the condition repaired or remedied according to § 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0561.
- 16. Our Right to Terminate for Apartment Community Damage or Closure.** If, in our sole judgment, damages to the unit or building are significant or performance of needed repairs poses a danger to you, we may terminate this Lease and your right to possession by giving you at least 7 days' written notice. If termination occurs, you agree we'll refund only prorated rent and all deposits, minus lawful deductions. We may remove your personal property if, in our sole judgment, it causes a health or safety hazard or impedes our ability to make repairs.
- 16.1.** **Property Closure.** We also have the right to terminate this Lease and your right to possession by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months, or if any part of the property becomes subject to an eminent domain proceeding.
- 17. Assignments and Subletting.** You may not assign this Lease or sub-let your apartment. You agree that you won't rent, offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to in advance by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging or short-term rental website or with any person or service that advertises dwellings for rent.
- 18. Security and Safety Devices.** *We'll pay for missing security devices that are required by law. You'll pay for:* (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests. You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole or window) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next Rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

- 18.1. Smoke Alarms and Detection Devices.** We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment.

You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. Neither you nor your guests or occupants may disable alarms or detectors. *If you damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's Rent, actual damages, and attorney's fees.*

- 18.2. Duty to Report.** You must immediately report to us any missing, malfunctioning or defective security devices, smoke alarms or detectors. You'll be liable if you fail to report malfunctions, or fail to report any loss, damage, or fires resulting from fire, smoke, or water.

- 19. Resident Safety and Loss.** *Unless otherwise required by law, none of us, our employees, agents, or management companies are liable to you, your guests or occupants for any damage, personal injury, loss to personal property, or loss of business or personal income, from any cause, including but not limited to: negligent or intentional acts of residents, occupants, or guests; theft, burglary, assault, vandalism or other crimes; fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, pipe leaks or other occurrences unless such damage, injury or loss is caused exclusively by our negligence.*

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call 911 and local law enforcement authorities if any security needs arise.

You acknowledge that we are not equipped or trained to provide personal security services to you, your guests or occupants. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that, even if an alarm or gate anomalies are provided, they are mechanical devices that can malfunction. Any charges resulting from the use of an intrusion alarm will be charged to you, including, but not limited to, any false alarms with police/fire/ambulance response or other required city charges.

20. Condition of the Premises and Alterations.

- 20.1. As-Is. We disclaim all implied warranties.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory and Condition Form at or before move-in. You agree that after completion of the form or within 48 hours after move-in, whichever comes first, you must note on the form all defects or damage, sign the form, return it to us, and the form accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out. Otherwise, everything will be considered to be in a clean, safe, and good working condition. You must still send a separate request for any repairs needed as provided by Par. 15.1.

- 20.2. Standards and Improvements.** Unless authorized by law or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our Community Policies state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls. No water furniture, washing machines, dryers, extra phone or television outlets, alarm systems,

cameras, video or other doorbells, or lock changes, additions, or rekeying is permitted unless required by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, appliances, furniture, telephone and television wiring, screens, locks, or security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

21. Notices. Written notice to or from our employees, agents, or management companies constitutes notice to or from us. Notices to you or any other resident of the apartment constitute notice to all residents. Notices and requests from any resident constitute notice from all residents. Only residents can give notice of lease termination and intent to move out under Par. 7.3. All notices and documents will be in English and, at our option, in any other language that you read or speak.

21.1. Electronic Notice. Notice may be given electronically by *us to you* if allowed by law. If allowed by law and in accordance with our Community Policies, electronic notice *from you to us* must be sent to the email address and/or portal specified in Community Policies. Notice may also be given by phone call or to a physical address if allowed in our Community Policies.

You represent that you have provided your current email address to us, and that you will notify us in the event your email address changes.

EVICTION AND REMEDIES

22. Liability. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the lease or our Community Policies, all residents are considered to have violated the lease.

22.1. Indemnification by You. *You'll defend, indemnify and hold us and our employees, agents, and management company harmless from all liability arising from your conduct or requests to our representatives and from the conduct of or requests by your invitees, occupants or guests.*

23. Default by Resident.

23.1. Acts of Default. You'll be in default if: (A) you don't timely pay rent, including monthly recurring charges, or other amounts you owe; (B) you or any guest or occupant violates this lease, our Community Policies, or fire, safety, health, criminal or other laws, regardless of whether or where arrest or conviction occurs; (C) you give incorrect, incomplete, or false answers in a rental application or in this lease; or (D) you or any occupant is charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor.

23.2. Eviction. *If you default, including holding over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Termination of your possession rights doesn't release you from liability for future rent or other lease obligations. *After giving notice to vacate or filling an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right.* Accepting money at any time doesn't waive our right to damages, past or future rent or other sums, or to our continuing with eviction proceedings. In an eviction, rent is owed for the full rental period and will not be prorated.

23.3. Acceleration. Unless we elect not to accelerate rent, all monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the lease term or renewal period ends; and (B) you haven't paid all rent for the entire lease term or renewal period. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

If you don't pay the first month's rent when or before the lease begins, all future rent for the lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, attorney's fees, court costs, and other lawful charges.

23.4. Holdover. You and all occupants must vacate and surrender the apartment by or before the date contained in: (1) your move-out notice (2) our notice to vacate, (3) our notice of non-renewal, or (4) a written agreement specifying a different move-out date. If a holdover occurs, then you'll be liable to us for all rent for the full term of the previously signed lease of a new resident who can't occupy because of the holdover, and at our option, we may extend the lease term and/or increase the rent by 25% by delivering written notice to you or your apartment while you continue to hold over.

23.5. Other Remedies. We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means. If you default, you will pay us, in addition to other sums due, any rental discounts or concessions agreed to in writing that have been applied to your account. We may recover attorney's fees in connection with enforcing our rights under this lease. All unpaid amounts you owe bear interest at the rate provided by Texas Finance Code Section 304.003(c) from the due date. You must pay all collection-agency fees if you fail to pay sums due within 10 days after you are mailed a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus our attorney's fees and expenses, court costs, and filing fees actually paid.

24. Representatives' Authority and Waivers. *Our 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 signed, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing and signed.* No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. *Our choice to enforce, not enforce or delay enforcement of written notice requirements, rental due dates, acceleration, leases, or any other rights isn't a waiver under any circumstances.* Delay in demanding sums you owe is not a waiver. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Nothing in this lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term begins. Your lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise.

All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

END OF THE LEASE TERM

25. Move-Out Notice. *Before moving out, you must give our representative advance written move-out notice as stated in Par. 4, even if the lease has become a month-to-month lease.* The move-out date can't be changed unless we and you both agree in writing.

Your move-out notice must comply with each of the following:

- (a) Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, move out will be on the last day of that month.
- (b) Your move-out notice must not terminate the lease before the end of the lease term or renewal period.
- (c) If we require you to give us more than 30 days' written notice to move out before the end of the lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move out is required.
- (d) You must get from us a written acknowledgment of your notice.

26. Move-Out Procedures.

26.1. Cleaning. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

- 26.2. Move-Out Inspection.** We may, but are not obligated to, provide a joint move-out inspection. Our representatives have no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

27. Surrender and Abandonment. You have *surrendered* the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) apartment keys and access devices listed in Par. 2.1 have been turned in to us—whichever happens first.

You have *abandoned* the apartment when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) you've been in default for nonpayment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; **and** (C) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also considered abandoned 10 days after the death of a sole resident.

27.1. The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove or store property left in the apartment.

27.2. Removal and Storage of Property. We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the apartment.

We're not liable for casualty, loss, damage, or theft. You must pay reasonable charges for our packing, removing and storing any property.

Except for animals, we may throw away or give to a charitable organization all personal property that is:

 - (1) left in the apartment after surrender or abandonment; **or**
 - (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.

GENERAL PROVISIONS AND SIGNATURES

28. TAA Membership. We, the management company representing us, or any locator service that you used confirms membership in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located at the time of signing this Lease. If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

Name, address and telephone number of locator service (if applicable):

29. Severability and Survivability. If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. **Paragraphs 10.1, 10.2, 16, 27 and 31 shall survive the termination of this Lease.** This Lease binds subsequent owners.

30. Controlling Law. Texas law governs this Lease. All litigation arising under this Lease and all lease obligations must be brought in the county, and precinct if applicable, where the apartment is located.

31. Waivers. By signing this Lease, you agree to the following:

31.1. Class Action Waiver. You agree that you will not participate in any class action claims against us or our employees, agents, or management company. You must file any claim against us individually, and *you expressly waive your right to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.*

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

31.2. Force Majeure. If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

32. Special Provisions. The following, or attached Special Provisions and any addenda or Community Policies provided to you, are part of this Lease and supersede any conflicting provisions in this Lease.

The term "Utility Connection Charge or Transfer Fee", as it relates to the "charge" in paragraph 3.5, means per utility, per billing cycle. The supplemental Resident Handbook that you agree to comply with is accessible electronically via the online Resident Portal. For "J. Optional Early Termination Fee" section, contact leasing office for fee/details.

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident or Residents (all sign below)

Kathryn Copeland 10/18/2023
(Name of Resident) Date signed

Owner or Owner's Representative (signing on behalf of owner)

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

- 31.2. Force Majeure.** If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

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The term 'Utility Connection Charge or Transfer Fee', as it relates to the "charge" in paragraph 3.5, means per utility, per billing cycle. The supplemental Resident Handbook that you agree to comply with is accessible electronically via the online Resident Portal. For "J. Optional Early Termination Fee" section, contact leasing office for fee/details.

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident or Residents (all sign below)

Kathryn Copeland 10/18/2023
(Name of Resident) Date signed

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

COMMUNITY POLICIES ADDENDUM

1. **Addendum.** This is an addendum to the Lease between you and us for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

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

2. **Payments.** All payments for any amounts due under the Lease must be made:

- at the onsite manager's office
 through our online portal
 by mail to 220 E Broadway Ave, Fort Worth, TX 76104, or
 other: www.bowerysouthside.com

The following payment methods are accepted:

- electronic payment
 personal check
 cashier's check
 money order, or
 other: _____

We have the right to reject any payment not made in compliance with this paragraph.

3. **Security Deposit Deductions and Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under the Lease; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges outlined in the Lease; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for charges for replacing any keys and access devices referenced in the Lease if you don't return them all on or before your actual move-out date; and accelerated rent if you've violated the Lease. *We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.*

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose or distributed equally among all residents.

4. **Requests, Consent, Access and Emergency Contact.** All written requests to us must be submitted by:

- online portal
 email to thebowery@weinsteinproperties.com
 hand delivery to our management office, or
 other: _____

From time to time, we may call or text residents with certain promotional or marketing messages that may be of interest. By signing this form and providing contact information, you are giving us your express written consent to contact you at the telephone number you provided for marketing or promotional purposes, even if the phone number you provided is on a corporate, state or national Do Not Call list. To opt out of receiving these messages, please submit a written request to us by the method noted above.

You agree to receive these messages from us through an automatic telephone dialing system, prerecorded/artificial voice messages, SMS or text messages, or any other data or voice transmission technology. Your agreement is not required as a condition of the purchase of any property, goods, or services from us.

Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy or access devices, unless authorized by court order.

After-hours phone number (833) 887-1948

(Always call 911 for police, fire, possible criminal activity or medical emergencies.)

5. **Parking.** We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle: (a) has a flat tire or is otherwise inoperable; (b) is on jacks, on blocks, or has a wheel missing; (c) takes up more than one parking space; (d) belongs to a resident or occupant who has surrendered or abandoned the apartment; (e) is in a handicapped space without the legally required handicapped insignia; (f) is in a space marked for office visitors, managers, or staff; (g) blocks another vehicle from exiting; (h) is in a fire lane or designated "no parking" area; (i) is in a space that requires a permit or is reserved for another resident or apartment; (j) is on the grass, sidewalk, or patio; (k) blocks a garbage truck from access to a dumpster; (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or (m) is not moved to allow parking lot maintenance.

6. **HVAC Operation.** If the exterior temperature drops below 32° F you must keep the heat on and set to a minimum of 50° F. You must also open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all the faucets in your apartment using both the hot and cold water. Leave the faucets dripping until the exterior temperature rises above 32° F. You must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.
7. **Amenities.** Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. This permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies, and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities and to change those or close any of the Amenities based upon our needs. We may make changes to the rules for the use of the Amenities at any time.

Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past or future claims or liability of any kind related to your decision to use the Amenities.

8. **Package Services.** We do or do not accept packages on behalf of residents.

If we DO accept packages, you give us permission to sign and accept any parcels or letters you receive through UPS, Federal Express, Airborne, United States Postal Service or other package delivery services. You agree that we are not liable or responsible for any lost, damaged or unordered deliveries and will hold us harmless.

9. **Fair Housing Policy.** We comply with applicable fair housing laws. In accordance with fair housing laws, we'll make reasonable accommodations to our rules, policies, practices or services and allow reasonable modifications to give disabled persons access to and use of the dwelling and common areas. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any. This fair housing policy does not expand or limit any rights and obligations under applicable law.

10. **Special Provisions.** The following special provisions control over conflicting provisions of this form:

The Supplemental Resident Handbook that you agree to comply with is accessible electronically via the online resident portal.

Kathryn Copeland
Signature of All Residents

Signature of Owner or Owner's Representative



Animal Addendum

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.

1. Dwelling Unit.

Unit # 2145, at 405 Crawford St
Apt# 2145
(street address) in Fort Worth
(city), Texas 76104 (zip code).

2. Lease.

Owner's name: WMCI Dallas, X LLC dba The Bowery at Southside

Residents (list all residents): Kathryn M Copeland

3. Conditional Authorization for Animal. You may keep the animal or animals described below in the dwelling until the Lease expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

4. Animal Deposit. You must pay a one-time animal deposit of \$ 400.00, when you sign this addendum. This deposit is in addition to your total security deposit under the Lease, which is a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

5. Assistance or Service Animals. When allowed by applicable laws, we may require written verification of or make other inquiries regarding the disability-related need for an assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for any authorized assistance or service animal. Except as provided by applicable law, all other provisions of this addendum apply to assistance or service animals.

6. Search and Rescue Dogs. We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

7. Additional Monthly Rent. Your monthly base rent (as stated in the Lease) will be increased by \$ 30.00.

8. Additional Fee. You must also pay a one-time nonrefundable fee of \$ 500.00 to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

9. Liability Not Limited. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleaing, replacements, or personal injuries.

10. Description of Animal. You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: Ruby

Type: Dog

Breed: Cavalier King Charles

Color: Red & White

Weight: 16lbs

Age:

City of license:

License #:

Date of last rabies shot:

Housebroken? Yes

Animal owner's name: Kathryn Copeland

Animal's name: Moon

Type: Dog

Breed: Cavalier King Charles

Color: Black & White

Weight: 13 lbs

Age:

City of license:

License #:

Date of last rabies shot:

Housebroken? Yes

Animal owner's name: Kathryn Copeland

Animal's name:

Type:

Breed:

Color:

Weight:

Age:

City of license:

License #:

Date of last rabies shot:

Housebroken?

Animal owner's name:

11. Special Provisions. The following special provisions control over any conflicting provisions of this addendum:

See additional addendum titled Animal Addendum Special Provisions continued.

12. Emergency. In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor:

Address:

City/State/Zip:

Phone: ()

13. Animal Rules. You are responsible for the animal's actions at all times. You agree to follow these rules:

13.1 Shots and Licenses. The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

13.2 Disturbances. The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

13.3 Housebreaking, Cages, Offspring. Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

13.4 Indoor Waste Areas. Inside, the animal may urinate or defecate only in these designated areas: litterbox

13.5 Outdoor Waste Areas. Outside, the animal may urinate or defecate only in these designated areas: Must clean up after pet

13.6 Tethering. Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

- 13.7 Off-Limit Areas.** You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.
- 13.8 Food & Water.** Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- 13.9 Leash.** You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.
- 13.10 Animal Waste.** Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.
- 14. Additional Rules.** We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 15. Violation of Rules.** If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease, including eviction and recovering damages and attorney's fees from you.
- 16. Complaints About Animal.** If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.
- 17. Our Removal of an Animal.** In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.
- 17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:
- (A) abandoned the animal;
 - (B) left the animal in the dwelling unit for an extended period of time without food or water;
 - (C) failed to care for a sick animal;
 - (D) violated our animal rules; OR
 - (E) let the animal defecate or urinate where it's not allowed.
- 17.2 Removal Process.** To remove an animal, we must follow the procedures in the Lease, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.
- 18. Liability for Damage, Injuries, Cleaning.** Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.
- 19. Move-Out.** Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
- 20. Multiple Residents.** Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.
- 21. Dog Park.** We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.
- 22. General.** You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.
- 23. Animal Restrictions.** No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the foregoing being true and if you have made any misrepresentation it is a violation of the Lease.

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

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

Resident or Residents (all sign below)

Kathryn Copeland (Name of Resident)	10/18/2023 Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed

Owner or Owner's Representative (sign below)

Date signed

Animal Addendum

Special Provisions (continued from Animal Addendum)

Special Provisions (continued): The following special provisions control over any conflicting provisions of the Animal Addendum:

A maximum of three (3) animals is allowed per apartment, including caged/tanked animals. No farm animals or livestock are allowed. The following dog breeds are prohibited on the property: Chow, Rottweiler, Staffordshire Terrier, Pit Bull, Doberman Pinscher, certain Mastiff breeds and mixed breeds that contain any portion of the foregoing breeds. Dogs resembling a prohibited breed are also prohibited, regardless of veterinary records to the contrary. Landlord, in its sole discretion, may elect to prohibit additional breeds of animals not listed above. There is a 3-dog maximum in ground floor apartments and a 2-dog maximum in apartments located on other floors. Tenant will incur a fee of \$25.00/ incident for not picking up pet waste. If Tenant repeatedly fails to pick up pet waste, Tenant may be subject to additional action, including without limitation a lease violation notice. The deposit referenced in paragraph 4 of the Animal Addendum, additional fee referenced in paragraph 8 of the Animal Addendum and pet rent referenced in paragraph 7 of the Animal Addendum shall be as follows based on the number of animals (excluding caged/tanked animals) in the table below. There are to be no visiting animals, for any period of time, unless (i) owner has granted advance written approval, (ii) Tenant complies with paragraph 12 of the Lease, (iii) Tenant has delivered a signed animal addendum to owner regarding the visiting pet, and Tenant pays a daily non-refundable fee of \$10 for each visiting pet. All visiting pets must abide by the Pet Rules and Restrictions listed in the Animal Addendum and Resident Handbook. If any animal visits for more than ten (10) days on an annual basis, the animal shall not be deemed a visiting animal and Tenant shall be required to pay the deposit, additional fee and monthly pet rent as set forth herein. Tenant(s) authorizes Agent to inspect the premises, after the visit end date to insure the pet has been removed. If tenant does not obtain prior written consent for a visiting pet, the pet will be treated as unregistered and subject to the terms in the paragraph related to Unregistered Pets. Caged/tanked animals are allowed but 1) must remain in their cage/tank. 2) cannot be venomous/poisonous; and fish tanks must be less than 30 gallons. 3) Type, breed and size restrictions apply. 4) require a \$100 deposit prior to bringing the animal(s) to the property (fish tanks less than 10 gallons; no deposit). Note: The \$100 deposit is for up to 3 caged/tanked animals; no more than three animals are allowed per apartment.

Number of animals	Deposit	Additional Fee	Monthly Pet Rent
1	\$200.00	\$300.00	\$15.00
2	\$400.00	\$500.00	\$30.00
3	\$600.00	\$700.00	\$45.00

Resident or Residents

[All residents must sign here]

Kathryn Copeland

Owner or Owner's Representative

[signs here]

Date of Lease Contract

10/17/2023

**LEASE ADDENDUM FOR
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the WMCI Dallas, X LLC dba The Bowery at Southside Apartments in Fort Worth, TX; OR the house, duplex, etc. located at (street address) in _____, TX.

2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: (check as applicable)

- garage or carport attached to the dwelling;
 garage space number(s): _____; \$ _____ /month; start date(s): _____
 carport space number(s): C-041; \$ 0.00 /month; start date(s): 10/21/2023 and/or
 storage unit number(s): _____; \$ _____ /month; start date(s): _____

The monthly rent in the Lease Contract does not cover both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum. Start date is the same as the lease start date unless indicated above.

3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas. Additional Restrictions:

4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored in the areas covered by this addendum. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

5. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.

6. **Garage door opener.** If an enclosed garage is furnished, you will will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a charge of \$50.00, which will be deducted from your security deposit.

7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.

9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to Community Policies or the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you. A written 30-day notice to vacate is required for any carport, garage, or storage unit if you intend to vacate it prior to the end of the lease term for apartment Premises.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Kathryn Copeland

Date of Lease Contract

LEASE ADDENDUM FOR CONCESSION, CREDIT OR OTHER DISCOUNT

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

____ Apartments in Fort Worth,
Texas OR
the house, duplex, etc. located at (street address) _____
in _____, Texas.

2. Concession or discount. As an incentive and bonus to you for signing the TAA Lease Contract, choosing our property, and agreeing to fulfill your obligations for the entire term of the TAA Lease Contract, you will receive a concession, credit or discount described below. [Check all that apply]

One-time concession. You will receive a one-time concession in the total amount of \$ 3321.00.
This concession will be credited to your charges for the month(s) of November 2023 and half of December 2023. (6 weeks free special)

Monthly discount. You will receive a monthly discount of \$ _____ for _____ months.

Special Provisions: _____

3. Payment or repayment for breach. If you move out or terminate your TAA Lease Contract early, in violation of the TAA Lease Contract, you forfeit the concession or credit received under this addendum.

If you fail to pay all of your obligations under the TAA Lease Contract, then you will be required to immediately repay us the amounts of all concessions and/or discounts that you actually received from us for the months you resided in your dwelling, in addition to all other sums due under the TAA Lease Contract for unauthorized surrender or abandonment by the resident (see TAA Lease Contract Par. 27).

Kathryn Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative

SPECIAL STIPULATIONS ADDENDUM
PREPAID RENT

This addendum is made to the Lease Agreement between Landlord, WEINSTEIN MANAGEMENT CO., INC., a Virginia corporation doing business as

The Bowery at Southside

and Tenant(s):

Kathryn M Copeland

For the property located at:

**405 Crawford St Apt# 2145, #2145
Fort Worth, TX 76104**

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s), with the exception of the following amendments and/or revisions:

Tenant has agreed to pay prepaid rent in the amount of \$_____ before Tenant's move in date. Tenant's failure to deliver the prepaid rent before the move-in date shall constitute a default under the lease.

If so requested by Tenant, at the discretion of Agent this amount may be applied to the Tenant's monthly rent amount after the first 12 months of tenancy or the end of the first lease term, whichever is later. For this to be considered, the apartment must be deemed to be in acceptable condition (pending inspection by Agent), Tenant must have paid on-time for the past 12 months, had no lease violations and must have provided the Landlord with valid social security numbers for all leaseholders.

The undersigned have read, understand and agree to comply with the terms of this Addendum.

WEINSTEIN MANAGEMENT CO., INC.,
Managing Agent for Landlord

Date: _____

By _____

Date: 10/18/2023

Kathryn Copeland _____
Tenant (Head of Household)

Date: _____

Tenant (Spouse or Other)

Original To File Copy
To Tenant Copy to
Main Office

INSURANCE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

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

The terms of this addendum will control if the term of the Lease and this addendum conflict.

2. **Required Insurance Policy.** In accordance with the Lease, you understand and agree that this addendum requires Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties in amount not less than \$ 100000.00 per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with the Lease and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.
3. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provide you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at www.tdi.texas.gov may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.
4. **Default.** You understand and agree that your failure to comply with either the requirements specified in the Lease, this addendum, or both is a material breach by you of the Lease and a default of the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of \$ _____ (which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance addendum). Owner will agree to forego commencement of an eviction based upon non-compliance with this addendum for a one-month period, during which you shall come into compliance with this addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies under this paragraph for any subsequent months. The foregoing payments are due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF SAID AMOUNT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS SUMMARIZED IN PARAGRAPH 2 OF THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED IN THIS PARAGRAPH, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in this Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

NOTICE TO RESIDENT: YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]

Kathryn Copeland

Signature of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM
PERSONAL LIABILITY INSURANCE REQUIRED

Addendum. This is an addendum to the lease between you and us for Apt. No. 2145 in the WMCI Dallas, X
LLC dba The Bowery at Southside Apartments in
Fort Worth, TX; OR the house, duplex, etc. located at (street address)
_____, TX.

1. **Insurance Acknowledgement.** Tenant acknowledges that Landlord does not maintain insurance to protect Tenant against personal injury, loss or damage to Tenant's personal property or to cover Tenant's own liability for injury, loss or damage Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that Tenant may be responsible to others (including Landlord and Agent) for the full cost of any injury, loss or damage caused by Tenant's negligent actions or the negligent actions of Tenant's occupants or guests, including but not limited to damage caused by fire or smoke
2. **Building Protection fee.** Landlord agrees to waive the requirements in the Lease that Tenant purchase liability insurance covering damage from fire, vandalism, smoke, water and any other perils, with limits of at least \$100,000 (the "Insurance Requirements"), as set forth in the Lease, if Tenant 1) elects to waive the insurance requirement and pay the Building Protection Fee (as defined below) by opting into the building protection program at www.residentprotect.com; or 2) fails to provide proof of insurance as required in the Lease (in which case the Building Protection Fee will be charged to the Tenant automatically and the Tenant will be opted into the building protection program) within ten (10) business days following the date of this Addendum; or 3) cancels (voluntarily or involuntarily) its existing liability insurance coverage and Landlord receives notice of the same (in which case the Building Protection Fee may be charged to Tenant automatically and the Tenant may be opted into the building protection program). In such event, Landlord shall charge Tenant a "Building Protection Fee" in the amount of Twelve Dollars and 00/100 (\$12.00) per month. This Building Protection Fee is to be paid as additional monthly rent and will be used to help protect Landlord's assets, including real, improved and personal property owned or managed by Landlord against damage caused by a Tenant. Tenant may cancel its participation in this program at any time if Tenant purchases its own personal liability insurance policy or renter's insurance policy and provides proof of coverage to Landlord or Agent. This Building Protection Fee offers no protection for Tenant's personal property or third-party liability. Tenant should consider purchasing renter's insurance to protect Tenant from financial loss and third-party liability. Such policy must identify Landlord and Agent as additional insureds.
3. **Damage to Tenant's Personal Property.** Pursuant to the Lease, Tenant is only required to comply with the Insurance Requirements; however, Landlord highly recommends Tenant also obtain coverage for its personal property. Tenant has the option to obtain personal property reimbursement by visiting www.residentprotect.com. As a resident of this property, Tenant automatically qualifies for this reimbursement. If Tenant chooses to participate in this program, Tenant shall pay a "Property Reimbursement Fee" in the amount of Three Dollars and 00/100 (\$3.00) per month. This Property Reimbursement Fee is to be paid in the same manner as additional monthly rent. The Property Reimbursement Fee shall qualify Tenant for reimbursement for losses to Tenant's personal property up to Ten Thousand and 00/100 Dollars (\$10,000). A description of the program is available by visiting www.residentprotect.com.
4. **Freedom of Choice.** At all times, Tenant can purchase insurance through the carrier or agency of Tenant's choice, subject to the requirements of the Lease, and is not required to purchase insurance through a particular carrier or participate in our property reimbursement program. However, the insurance Tenant purchases must meet the Lease's minimum Insurance Requirements at all times
5. **Default.** Tenant(s)'s failure to obtain or maintain insurance coverage meeting the Insurance Requirements shall constitute a material default of the Lease Agreement, entitling Agent to terminate the Lease Agreement and/or Tenant(s)'s right to possession under the Lease Agreement. Landlord reserves the right, and Tenant hereby authorizes Landlord, to charge Tenant a "Building Protection Fee" monthly in the amount of Twelve and 00/100 Dollars (\$12.00) as additional rent under the Lease if Tenant does not maintain coverage meeting the Insurance Requirements. Tenant may cancel its participation in this program at any time if Tenant purchases its own personal liability insurance policy or renter's insurance policy meeting the Insurance Requirements and provides proof of coverage to Landlord or Agent.
6. **Class Action Waiver.** The parties waive any right to bring class actions or representative claims on behalf of a class of individuals or to participate as a class representative or member (the "Class Action Waiver") against each other. Tenant is not waiving any right(s) to pursue claims against Landlord or Agent related to its tenancy, but Tenant agrees to file any claim(s) against Landlord or Agent in its individual capacity only, and Tenant hereby waives any rights that it may have had to bring or take part in a class or representative action.
7. **Miscellaneous.**
 - a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged.
 - b. The insurance required by the Lease is not required by any law. Tenant's obligation to provide insurance stems solely from the Lease.
 - c. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

- d. The insurance required by the Lease is not an attempt to limit our liability for our own negligence or Tenant's liability for Tenant's own negligence.
- e. The insurance required by the Lease is not in lieu of, or in any way a component of, any security deposit required by the Lease.

By signing below, Tenant acknowledges and agree to be bound to the terms of this Addendum.

Resident or Residents
(All residents must sign)

Kathryn Copeland

Owner or Owner's Representative
(Signs below)

Date of Lease Contract

FITNESS CENTER/BUSINESS CENTER RULES AND REGULATIONS

**Kathryn M Copeland
405 Crawford St Apt# 2145
Fort Worth, TX 76104**

We hope you will enjoy the Fitness Center and/or Business Center. To ensure that everyone has a safe and enjoyable experience, please abide by the following rules and regulations. These rules and regulations become a part of the Resident Handbook that you received as part of your Move-In Packet.

1. The Fitness Center is for the use of residents and their guests. Guests are not permitted in the Business Center
2. **The Fitness Center is accessible 24 hours a day; 7 days a week.**

3. Residents are permitted to bring one guest per day to the Fitness Center. Guests must be accompanied by a resident at all times while in the Fitness Center. Guests must carry a guest pass at all times while in the Fitness Center. Guests must abide by all Fitness Center policies. Residents are responsible for the actions of their guests.
4. No persons under age 16 are permitted to use the exercise equipment or be in the Fitness Center.
5. No attendants or supervision of any kind will be provided by the Management for the Fitness Center.
6. Use the exercise equipment at your own risk. Weinstein Properties is not responsible for accidents or injuries related in any way to the use of the Fitness Center.
7. It is strongly recommended that appropriate work out clothing be worn while using the fitness equipment. Fitness center users assume all risk of injury resulting from failing to wear appropriate clothing.
8. The treadmills and stair stepper machines are not designed for use by persons weighing over 250 pounds.
9. Know your limits. Do not over exert yourself.
10. Read all posted instructions. If you do not understand the instructions, do not use the equipment.
11. When using the treadmill, please attach the safety key to your clothing or body.
12. No one under the influence of drugs or alcohol may use the Fitness Center or Business Center at any time.
13. Please wear shoes—no wet or bare feet are permitted in the Fitness Center or Business Center.
14. There is a \$50.00 fee for lost or stolen access cards/fobs, or for not returning the access card/fob when your occupancy expires.
15. The Fitness Center may not be used for the purpose of conducting business, including personal training or classes, at any time.
16. Landlord reserves the right to deny access to the Fitness Center and/or Business Center to any and all Tenant(s) who fail to comply with these Rules and Regulations.

I have read, understand and agree to comply with the foregoing rules and regulations.

Date: 10/18/2023

Tenant Signature: Kathryn Copeland

Date: _____

Tenant Signature: _____

LEASE ADDENDUM REGARDING SMOKING

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

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

2. Smoking, in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

3. Smoking permitted in designated areas of the apartment community. Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

is permitted

is not permitted.

Only the following outside areas may be used for smoking: _____

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 15 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

4. Your responsibility for damages and cleaning. You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

5. Your responsibility for loss of rental income and economic damages regarding other residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

6. Definition of smoking. "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. Lease Contract termination for violation of this addendum. We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

8. Extent of your liability for losses due to smoking. Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

9. Your responsibility for conduct of occupants, family members and guests. You are responsible for communicating the no-smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

10. No warranty of a smoke-free environment. Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.
 Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

Kathryn Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR ACCESS CONTROL DEVICES

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,
Texas.

2. Remote control/cards/code for gate access.

- Remote control for gate access.** Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ 50.00 non-refundable fee.
- Cards for gate access.** Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ 50.00 non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. Damaged, lost or unreturned remote controls, cards, key fobs or code changes.

- If a remote control is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

4. Report damage or malfunctions.

Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.

5. Follow written instructions.

You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. Personal injury and/or personal property damage.

Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

Kathryn Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

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

2. Flat fee for trash/recycling costs. Your monthly base rent under the TAA Lease Contract does not include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ 20.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ _____ per month (not to exceed \$3) for processing and billing.

Your trash/recycling bill may include state and local sales taxes as required by state law.

3. Payment due date. Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ _____ (not to exceed \$3) 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.

Kathryn Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR VALET TRASH

Addendum. This is an addendum to lease contract for Apt. No. 2145 in the The Bowery at Southside,
Apartments, in Fort Worth,
TX.

This Lease Addendum for Valet Trash (this "Addendum") is made and entered into as of the date of the Lease Contract and between WMC Dallas, X
LLC dba The Bowery at Southside (the "Owner") and
Kathryn M Copeland

(the "Resident", whether one or more) upon the terms and conditions stated herein.

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant, with the exception of the following amendments and revisions:

1. Valet trash collection service will be provided for Tenant five (5) nights per week, Sunday through Thursday for an additional monthly fee noted within your lease or subsequent renewal. The fee for valet trash collection is in addition to the monthly fee for regular trash. Note: *Valet trash collection will not occur on designated holidays.*
2. Each apartment will be provided with one container to be used for the purpose of valet trash collection. Only approved containers are allowed.
3. Tenant is responsible for placing the provided container containing bagged trash only outside the front door of the apartment no earlier than 5:00 PM each evening for collection.
4. Trash collection service will begin at 7:00 PM.
5. All trash must be bagged and tied securely. Pet waste must be double bagged. No broken glass or sharp objects are allowed in the container. Large items or bags weighing over 25 lbs are not permitted.
6. All bags must be placed inside the provided container. Trash will not be collected without the use of the provided container.
7. Loose trash will not be collected.
8. Boxes must be broken down and flattened.
9. If Tenant is unable to place container outside of the apartment on a designated service night, Tenant is responsible for disposing of trash in the community dumpster/trash compactor.
10. The container and/or trash may not be left outside the apartment for any reason other than pickup during the designated trash collection timeframe.
11. If a container remains outside of the apartment past 9:00 AM on the morning following trash collection service, a \$25.00 fee will be assessed.
12. Tenant is required to keep the provided container clean.
13. The provided container is property of Landlord.
14. Tenant will be assessed a \$25.00 fee if an additional or replacement container is needed, or if the container is not left in the apartment when Tenant vacates.

If Tenant is found to be in violation of any of the above, Landlord will issue a warning to Tenant. If Tenant is found to be in violation a second time, the container may be removed and/or a \$25.00 fee will be assessed. In the event container is removed, it will be returned after any fees are paid. If Tenant is found to be in violation a third time, valet trash removal service will be terminated and disposing of trash in the provided dumpster/trash compactor will become the responsibility of the Tenant. Tenant will not receive any refund or rebate for valet trash removal charges.

The undersigned have read, understand and agree to comply with the terms of this Addendum.

Kathryn Copeland
Signatures of All Residents

Signature of Owner or Owner's Representative
10/17/2023
Date of Lease Contract

WATER AND WASTEWATER SUBMETERING ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside
- Apartments in Fort Worth, Texas OR
the house, duplex, etc. located at (street address) in Texas.
2. **PUC.** Water conservation by submeter billing is encouraged by the Public Utility Commission of Texas (PUC). Submeter billing is regulated by PUC rules, and a copy of the rules is attached to this addendum. This addendum complies with those rules.
3. **Mutual Conservation Efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to follow the water-conservation suggestions listed in the checklist below.
4. **Submeter Billing Procedures.** Your monthly rent under the TAA Lease does not include a charge for water and wastewater. Instead, you will receive a separate monthly bill from us for submetered water and wastewater use, as follows:
- Your monthly water and wastewater bill will conform to all applicable rules of the PUC (see attached).
 - As permitted by state law, a service fee of 9 % (not to exceed 9%) will be added to your monthly water-service charges.
 - No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.
 - We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.281.
 - We will bill you monthly for your submetered water consumption from approximately the 1 day of the month to the 31 day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.
 - PUC rules require us to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ 41.14 per unit, varying from \$ 1.75 for the lowest month's bill to \$ 100.18 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.
 - During regular weekday office hours, you may examine: (1) our water and wastewater bills from the utility company; (2) our calculation of your monthly submeter bill; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
5. **Your Payment-Due Date.** Payment of your submeter water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.

A Checklist of Water-Conservation Ideas for Your Dwelling

In the bathroom . . .

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

In the kitchen . . .

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

When doing the laundry . . .

- Wash only full loads of laundry or else adjust the water level to match the size of the load (if you have this option).
- Use cold water as often as possible to save energy and to conserve the hot water for uses that cold water cannot serve.

Attached: PUC Rules for Submetered Water or Wastewater Service

Also note that the service fee referenced in item 4(B) does not apply to properties receiving Low-Income Housing Tax Credits or to properties receiving tenant-based vouchers.

Kathryn Copeland

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [sign here]

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

SUBCHAPTER I: WATER UTILITY SUBMETERING AND ALLOCATION

§ 24.275. 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. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple use facility to charge, bill for, or collect rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.

(c) Definitions. The following words and terms, when used in this subchapter, have the defined 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 owned occupied, and if a dwelling unit is rented, having rent paid at intervals of one month or more.

(3) Condominium manager—A condominium unit owners' association organized under Texas Property Code §82.101, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code. Condominium Manager and Manager of a Condominium have the same meaning.

(4) Customer service charge—A customer service charge is a rate that is not dependent on the amount of water used through the master meter.

(5) 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.

(6) 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.

(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) 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.

(9) 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.

(10) Occupant—A tenant or other person authorized under a written agreement to occupy a dwelling.

(11) Overcharge—The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit after a violation occurred relating to the assessment of a portion of utility costs in excess of the amount the tenant would have been charged under this subchapter. Overcharge and Overbilling have the same meaning.

(12) Owner—The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; and any individual, firm, or corporation expressly identified in the lease agreement as the landlord of tenants in the apartment house, manufactured home rental community, or multiple use facility. The term does not include the manager of an apartment house unless the manager is expressly identified as the landlord in the lease agreement.

(13) 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.

(14) 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.

(15) 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.

(16) Undercharge—The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit less than the amount the tenant would have been charged under this subchapter. Undercharge and Underbilling have the same meaning.

(17) Utility costs—Any amount charged to the owner by a retail public utility for water or wastewater service. Utility Costs and Utility Service Costs have the same meaning.

(18) Utility service—For purposes of this subchapter, utility service includes only drinking water and wastewater.

§ 24.277. 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 §24.281(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;
- (E) the total amount billed to all tenants each month;
- (F) total revenues collected from the tenants each month to pay for water and wastewater service; and
- (G) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (H) 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.
- (I) 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.

§ 24.279. 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 §24.281(d)(3) of this title (relating to Charges and Calculations) 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.

§ 24.281. 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 = $2.2 + 0.4 \text{ per each additional occupant over three;} \text{ or}$

(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 = $4 + 1.2 \text{ for each additional bedroom; or}$

(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;

(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. The 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 §24.279(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.

§ 24.283. Billing

(a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.281 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in the rental 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 underbilling. 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 underbilling 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 underbilling. 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.

§ 24.285. Complaint Jurisdiction

(a) **Jurisdiction.** The commission has exclusive jurisdiction for violations under this chapter.

(b) **Complaints.** If an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner violates a commission rule regarding utility costs, the person claiming the violation may file a complaint with the commission and may appear remotely for a hearing.

§ 24.287. 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) 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.

(C) 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 §24.283(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling 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.

LEASE ADDENDUM FOR ALLOCATING STORMWATER/DRAINAGE COSTS

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,
Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. Reason for allocation. Governmental entities impose stormwater/drainage 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 these fees and so it is not necessary to raise rents to keep pace with these fee increases.

3. Your payment due date. Payment of your allocated stormwater/drainage bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your stormwater/drainage bill if we do not receive timely payment. If you are late in paying the stormwater/drainage bill, we may immediately exercise all lawful remedies under your lease contract, including eviction—just like late payment of rent.

4. Allocation procedures. Your monthly base rent under the TAA Lease Contract does *not* include a charge for stormwater/drainage costs. You will pay separately for these monthly recurring fixed charges which are defined under the Lease as "Additional Rent". You may receive a separate bill from us each month or we may include these items as separate and distinct charges as part of a multi-item bill. You agree to and we will allocate the monthly stormwater/drainage bill for the apartment community based on the allocation method checked below. (*check only one*)

- A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e. your unit's square footage divided by the total square footage in all apartment units.
- A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e. the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units).
- Half of your allocation will be based on your apartment's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.
- Per dwelling unit
- Other formula (*see attached page*)

5. Penalties and fees. Only the total stormwater/drainage bill will be allocated. Penalties or interest for any late payment of the master stormwater/ drainage bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 0.00 per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

6. Change of allocation formula. The above allocation formula for determining your share of the stormwater/drainage bill cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

7. Right to examine records. You may examine our stormwater/drainage bills from the utility company, and our calculations relating to the monthly allocation of the stormwater/drainage bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.

Kathryn Copeland
Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

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

- 1. Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside
- Apartments in Fort Worth,
Texas OR
the house, duplex, etc. located at (street address) _____ In _____, Texas.
- 2. Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.
- 3. Location.** Your satellite dish or antenna must be located: (1) Inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 4. Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
- 5. Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
- 6. Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
- 7. Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.
- 8. Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the TAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear and tear.
- 9. Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 1000000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.
- 10. Security deposit.** Your security deposit (in your Lease Contract) is increased by an additional reasonable sum of \$ 150.00. effective at time of installation or effective within _____ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.
- 11. When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
- 12. Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Kathryn Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative



Mold Information and Prevention Addendum

11.1.2013 TAA Form 15-FF, Revised January 2015
M O D I F I E D

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.

- 1. Addendum.** This is an addendum to the Lease Contract executed by you, the resident or residents, on the dwelling you have agreed to rent.

That dwelling is: Unit # 2145 at
WMCI Dallas, X LLC dba The Bowery at Southside

(name of apartments)
or other dwelling located at _____

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

- 2. About Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without molds we would be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

- 3. Preventing Mold Begins with You.** to minimize the potential for mold growth in your dwelling, you must:

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

Resident or Residents (all sign below)

(Name of Resident)

- 4. Avoiding Moisture Buildup.** To avoid mold growth, it's important to prevent excess moisture buildup in your dwelling. Failing to promptly attend to leaks and moisture accumulations on dwelling surfaces can encourage mold growth, especially in places where they might get inside walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as:

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

- 5. Cleaning Mold.** If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide such as Lysol Disinfectant®, Original Pine-Sol® Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner + Bleach. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any mold you see—mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets—provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes.

- 6. Warning for Porous Surfaces and Large Surfaces.** Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

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

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

Owner or Owner's Representative (sign below)



Bed Bug Addendum

Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This addendum outlines your responsibility and potential liability when it comes to bed bugs. It also gives you some important information about them.

- 1. Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:

Apt. # 2145 at WMCI Dallas, X
LLC dba The Bowery at Southside

(name of apartments)

or other dwelling located at

(street address of house, duplex, etc.)

(city)

(state)

(zip)

- 2. Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

- 3. Inspection and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- **YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR**
- **YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.**

You represent and agree that you have read the information about bed bugs provided by us and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property and possessions and that you have fully disclosed to us any previous bed-bug infestation or issue that you have experienced.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs.

- 4. Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

- 5. Notification.** You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling;
AND
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

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

- 7. Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

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

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

Resident or Residents (all sign below)

(Name of Resident)

10/18/2023

Date signed

(Name of Resident)

Date signed

Owner or Owner's Representative (sign below)

Date signed

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

Bed Bugs

A Guide for Rental-Housing Residents

(Adapted with permission from the National Apartment Association)

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

Bed bugs don't discriminate.

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

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

While bed bugs are more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social or economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease.

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

Learn to identify bed bugs.

Bed bugs can often be found in, around, behind, under, or between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Window and door frames
- Ceiling and wall junctions
- Crown moldings
- Wall hangings and loose wallpaper
- Carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Electronic devices, such as smoke and carbon-monoxide detectors

Because bed bugs leave some people with itchy welts similar to those made by fleas and mosquitoes, the

cause of welts like that often go misdiagnosed. One distinguishing sign is that bed-bug marks often appear in succession on exposed areas of the skin such as the face, neck, and arms. But sometimes a person has no visible reaction at all from direct contact with bed bugs.

While bed bugs typically act at night, they often leave signs of their presence through fecal markings of a red to dark-brown color, visible on or near beds. Blood stains also tend to appear when the bugs have been squashed, usually by an unsuspecting sleeping host. And because they shed, it's not uncommon to find the skin casts they leave behind.

Prevent bed-bug encounters when traveling.

Because humans serve as bed bugs' main mode of transportation, it's especially important to be mindful of bed bugs when away from home. Experts attribute the spread of bed bugs across all regions of the United States largely to increases in travel and trade, both here and abroad. So travelers are encouraged to take a few minutes on arriving to thoroughly inspect their accommodations before unpacking. Because bed bugs can easily travel from one place to another, it's also a good practice to thoroughly inspect luggage and belongings for bed bugs before heading home.

Know the bed-bug dos and don'ts.

- **Don't** bring used furniture from unknown sources into your dwelling. Countless bed-bug infestations have stemmed directly from bringing home second-hand and abandoned furniture. Unless you are absolutely sure that a piece of second-hand furniture is bed-bug-free, you should assume that a seemingly nice looking leather couch, for example, is sitting curbside waiting to be hauled off to the landfill because it's teeming with bed bugs.
- **Do** inspect rental furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Do** address bed-bug sightings immediately. Rental-housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Don't** try to treat bed-bug infestations yourself. Health hazards associated with the misapplication of traditional and nontraditional chemical-based insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.
- **Do** comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed-bug-eradication protocol set forth by both your owner and their designated pest-management company.



LEASE ADDENDUM FOR COMMUNICATION VIA TEXT

1. Addendum. This is an addendum to lease contract for Apt. No. 2145 in the The Bowery at Southside
Apartments, In Fort Worth, TX.

2. The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s) with the exception of the following amendments and/or revisions:
I/We understand and agree to the following:

By providing your mobile number and signing, this constitutes your signature to agree to receive recurring informational and marketing SMS/MMS text messages from Weinstein Management Co., Inc. and/or its affiliates or agents to the number you provided, including such messages sent through an automatic dialing system. Your consent is not a condition of purchasing any property, goods, or services. Depending on your mobile phone plan, standard messaging and data rates/fees or other charges may apply. You can opt out from receiving SMS/MMS text messages by responding STOP to any message you receive. If you opt out, you may receive one additional message confirming that your request has been processed.

The undersigned have read, understand, and will comply with this Agreement.

Kathryn Copeland
Signatures of All Residents

Signature of Owner or Owner's Representative

10/17/2023

Date of Lease Contract

FLOOD DISCLOSURE NOTICE

In accordance with Texas law, we are providing the following flood disclosure:

- We are or are not aware that the unit you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a unit is located in a flood hazard area. Most renter's insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- We are or are not aware that the unit you are renting has flooded (per the statutory definition below) at least once within the last five years.

As defined in Texas Property Code 92.0135(a)(2), "flooding" means "a general or temporary condition of a partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall."

Signatures of All Residents

Kathryn M Copeland

Signature of Owner or Owner's Representative

Date



This Lease is valid only if filled out before January 1, 2026.

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

This Lease Contract ("Lease") is between you, the resident(s) as listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.

PARTIES

Residents Kathryn M Copeland

Owner WMCI Dallas, X LLC dba The Bowery
at Southside

Occupants Quinn Copeland, Penelope
Copeland

LEASE DETAILS

A. Apartment (Par. 2) Street Address: <u>405 Crawford St Apt# 2145</u>		Apartment No. <u>2145</u>	City: <u>Fort Worth</u>	State: <u>TX</u> Zip: <u>76104</u>	
B. Initial Lease Term. Begins: <u>05/26/2025</u>		Ends at 11:59 p.m. on: <u>08/24/2025</u>			
C. Monthly Base Rent (Par. 3) <u>\$ 2442.00</u>		E. Security Deposit (Par. 5) <u>\$ 200.00</u>	F. Notice of Termination or Intent to Move Out (Par. 4) A minimum of <u>60</u> days' written notice termination or Intent to move out required at end of initial Lease term or during renewal period <i>If the number of days isn't filled in, notice of at least 30 days is required.</i>		
D. Prorated Rent <u>\$ 479.79</u> <input checked="" type="checkbox"/> due for the remainder of 1st month or <input type="checkbox"/> for 2nd month		<i>Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.</i>			
G. Late Fees (Par. 3.3) Initial Late Fee <input checked="" type="checkbox"/> <u>10</u> % of one month's monthly base rent or <input type="checkbox"/> \$ _____ Due if rent unpaid by 11:59 p.m. on the <u>5th</u> (3rd or greater) day of the month					
H. Returned Check or Rejected Payment Fee (Par. 3.4) <u>\$ 75.00</u>		J. Early Termination Fee Option (Par. 7.2) <u>\$ _____</u> Notice of _____ days is required. <i>You are not eligible for early termination if you are in default.</i> Fee must be paid no later than <u>3</u> days after you give us notice <i>If any values or number of days are blank or "0," then this section does not apply.</i>	K. Violation Charges Animal Violation (Par. 12.2) Initial charge of <u>\$ 100.00</u> per animal (not to exceed \$100 per animal) and A daily charge of <u>\$ 10.00</u> per animal (not to exceed \$10 per day per animal) Insurance Violation (Master Lease Addendum or other separate addendum) <u>\$ _____</u>		
L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.					
Animal rent	<u>\$ _____</u>	Cable/satellite	<u>\$ _____</u>	Internet	<u>\$ _____</u>
Package service	<u>\$ _____</u>	Pest control	<u>\$ 5.00</u>	Stormwater/drainage	<u>\$ 1.93</u>
Trash service	<u>\$ 30.00</u>	Washer/Dryer	<u>\$ _____</u>		
Other:					<u>\$ _____</u>
Other:					<u>\$ _____</u>
Other:					<u>\$ _____</u>
Other:					<u>\$ _____</u>
M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.					
Utility Connection Charge or Transfer Fee: <u>\$ 50.00</u> (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)					
N. Other Charges and Requirements. You will pay separately for these items or comply with these requirements as outlined in a Master Lease Addendum, separate addenda or Special Provisions.					
Initial Access Device: <u>\$ _____</u>					
Additional or Replacement Access Devices: <u>\$ _____</u>					
Required Insurance Liability Limit (per occurrence): <u>\$ 100000.00</u>					
Special Provisions. See Par. 32 or additional addenda attached. This Lease cannot be changed unless in writing and signed by you and us.					

LEASE TERMS AND CONDITIONS

- 1. Definitions.** The following terms are commonly used in this Lease:
 - 1.1.** "**Residents**" are those listed in "Residents" above who sign this Lease and are authorized to live in the apartment.
 - 1.2.** "**Occupants**" are those listed in this Lease who are also authorized to live in the apartment, but who do not sign this Lease.
 - 1.3.** "**Owner**" may be identified by an assumed name and is the owner only and not property managers or anyone else.
 - 1.4.** "**Including**" in this Lease means "Including but not limited to."
 - 1.5.** "**Community Policies**" are the written apartment rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
 - 1.6.** "**Rent**" is monthly base rent plus additional monthly recurring fixed charges.
 - 1.7.** "**Lease**" includes this document, any addenda and attachments, Community Policies and Special Provisions.
- 2. Apartment.** You are leasing the apartment listed above for use as a private residence only.
 - 2.1.** **Access.** In accordance with this Lease, you'll receive access information or devices for your apartment and mailbox, and other access devices including: **Gate Remote**
- 2.2. Measurements.** Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary.
- 2.3. Representations.** You agree that designations or accreditations associated with the property are subject to change.
- 3. Rent.** *You must pay your Rent on or before the 1st day of each month (due date) without demand. There are no exceptions regarding the payment of Rent, and you agree not paying Rent on or before the 1st of each month is a material breach of this Lease.*
- 3.1. Payments.** You will pay your Rent by any method, manner and place we specify in accordance with this Lease. *Cash is not acceptable without our prior written permission. You cannot withhold or offset Rent unless authorized by law.* We may, at our option, require at any time that you pay Rent and other sums due in one single payment by any method we specify.
- 3.2. Application of Payments.** Payment of each sum due is an independent covenant, which means payments are due regardless of our performance. When we receive money, other than water and wastewater payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to accrued rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than Rent and late fees are due upon our demand. After the due date, we do not have to accept any payments.
- 3.3. Late Fees.** If we don't receive your monthly base rent in full when it's due, you must pay late fees as outlined in Lease Details.
- 3.4. Returned Payment Fee.** You'll pay the fee listed in Lease Details for each returned check or rejected electronic payment, plus initial and daily late fees if applicable, until we receive full payment in an acceptable method.
- 3.5. Utilities and Services.** You'll pay for all utilities and services, related deposits, and any charges or fees when they are due and as outlined in this Lease. Television channels that are provided may be changed during the Lease term if the change applies to all residents.
If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date, if you delay getting service turned on in your name by this Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for the charge listed above (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If your apartment is individually metered and you change your retail electric provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.
- 3.6. Lease Changes.** Lease changes are only allowed during the Lease term or renewal period if governed by Par. 10, specified in Special Provisions in Par. 32, or by a written addendum or amendment signed by you and us. At or after the end of the initial Lease term, Rent increases will become effective with at least 5 days plus the number of days' advance notice contained in Box F on page 1 in writing from us to you. Your new Lease, which may include increased Rent or Lease changes, will begin on the date stated in any advance notice we provide (without needing your signature) unless you give us written move-out notice under Par. 25, which applies only to the end of the current Lease term or renewal period.
- 4. Automatic Lease Renewal and Notice of Termination.** This Lease will automatically renew month-to-month unless either party gives written notice of termination or intent to move out as required by Par. 25 and specified on page 1. *If the number of days isn't filled in, notice of at least 30 days is required.*
- 5. Security Deposit.** The total security deposit for all residents is due on or before the date this Lease is signed. Any animal deposit will be designated in an animal addendum. Security deposits may not be applied to Rent without our prior written consent.
 - 5.1. Refunds and Deductions.** *You must give us your advance notice of move out as provided by Par. 25 and forwarding address in writing to receive a written description and itemized list of charges or refund, in accordance with this Lease and as allowed by law, we may deduct from your security deposit any amounts due under this Lease. If you move out early or in response to a notice to vacate, you'll be liable for rekeying charges.* Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose, or distributed equally among all residents.
- 6. Insurance.** *Our insurance doesn't cover the loss of or damage to your personal property.* You will be required to have liability insurance as specified in this Lease unless otherwise prohibited by law. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to require your insurance carrier to waive any insurance subrogation rights. Even if not required, we urge you to obtain your own insurance for losses due to theft, fire, flood, water, pipe leaks and similar occurrences. Most renter's insurance policies don't cover losses due to a flood.
- 7. Reletting and Early Lease Termination.** This Lease may not be terminated early except as provided in this Lease.
 - 7.1. Reletting Charge.** You'll be liable for a reletting charge as listed in Lease Details, (not to exceed 85% of the highest monthly Rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 25; (B) move out without paying Rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a termination, cancellation or buyout fee and does not release you from your obligations under this Lease, including liability for future or past-due Rent, charges for damages or other sums due.
The reletting charge is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to 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 our damages and that the charge is due whether or not our reletting attempts succeed.
 - 7.2. Early Lease Termination Option Procedure.** In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may opt to terminate this Lease prior to the end of the Lease term *If all of the following occur:* (a) as outlined in Lease Details, you give us written notice of early termination, pay the Early Termination Option fee in full and specify the date by which you'll move out; (b) you are not in default at any time and do not hold over; and (c) you repay all rent concessions, credits or discounts you received during the Lease term. If you are in default, the Lease remedies apply.
 - 7.3. Special Termination Rights.** *You may have the right under Texas law to terminate this Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.*
- 8. Delay of Occupancy.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to (1) abatement of Rent on a daily basis during delay, and (2) your right to terminate this Lease in writing as set forth below. Rent abatement and Lease termination do not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.
- 8.1. Termination.** If we give written notice to you of a delay in occupancy when or after this Lease begins, you may terminate this Lease within 3 days after you receive written notice. If we give you written notice before the date this Lease begins and the notice states that a construction or other delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate this Lease within 7 days after receiving written notice.
After proper termination, you are entitled only to refund of any deposit(s) and any Rent you paid.

9. Care of Unit and Damages. You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease violation; improper use, negligence, or other conduct by you, your invitees, your occupants, or your guests; or, as allowed by law, any other cause not due to our negligence or fault, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs and replacements occurring during the Lease term or renewal period, including: (A) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment; (B) damage to doors, windows, or screens; and (C) damage from windows or doors left open.

RESIDENT LIFE

10. Community Policies. *Community Policies become part of this Lease and must be followed.* We may make changes, including additions, to our written Community Policies, and those changes can become effective immediately if the Community Policies are distributed and applicable to all units in the apartment community and do not change the dollar amounts owed under this Lease.

10.1. Photo/Video Release. You give us permission to use any photograph, likeness, image or video taken of you while you are using property common areas or participating in any event sponsored by us.

10.2. Disclosure of Information. At our sole option, we may, but are not obligated to, share and use information related to this Lease for law-enforcement, governmental, or business purposes. At our request, you authorize any utility provider to give us information about pending or actual connections or disconnections of utility service to your apartment.

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

Anyone not listed in this Lease cannot stay in the apartment for more than 7 days in one week without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days total per week will be the limit.

10.4. Notice of Convictions and Registration. You must notify us within 15 days if you or any of your occupants: (A) are convicted of any felony, (B) are convicted of any misdemeanor involving a controlled substance, violence to another person, or destruction of property, or (C) register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

10.5. Odors, Noise and Construction. You agree that odors and smells (including those related to cooking), everyday noises or sounds related to repair, renovation, improvement, or construction in or around the property are all a normal part of a multifamily living environment and that it is impractical for us to prevent them from penetrating your apartment.

11. Conduct. You agree to communicate and conduct yourself in a lawful, courteous and reasonable manner at all times when interacting with us, our representatives and other residents or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by you, your occupants or guests is a breach of this Lease.

You must use customary diligence in maintaining the apartment, keeping it in a sanitary condition and not damaging or littering the common areas. Trash must be disposed of at least weekly. You will use your apartment and all other areas, including any balconies, with reasonable care. We may regulate the use of passageways, patios, balconies, porches, and activities in common areas.

11.1. Prohibited Conduct. You, your occupants, and your guests will not engage in certain prohibited conduct, including the following activities:

- criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- behaving in a loud, obnoxious or dangerous manner;

- disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;
- disrupting our business operations;
- storing anything in closets containing water heaters or gas appliances;
- tampering with utilities or telecommunication equipment;
- bringing hazardous materials into the apartment community;
- using windows for entry or exit;
- heating the apartment with gas-operated appliances;
- making bad-faith or false allegations against us or our agents to others;
- smoking of any kind, that is not in accordance with this Lease;
- using glass containers in or near pools; or
- conducting any kind of business (including child-care services) in your apartment or in the apartment community—except for any lawful business conducted "at home" by computer, mail, or telephone if customers, clients, patients, employees or other business associates do not come to your apartment for business purposes.

12. Animals. *No living creatures of any kind are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.* If we allow an animal, you must sign a separate Animal Addendum and, except as set forth in the addendum, pay an animal deposit and applicable fees and additional monthly rent, as applicable. An animal deposit is considered a general security deposit. You represent that any requests, statements and representations you make, including those for an assistance or support animal, are true, accurate and made in good faith. Feeding stray, feral or wild animals is a breach of this Lease.

12.1. Removal of Unauthorized Animal. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 14. We may keep or kennel the animal; turn the animal over to a humane society, local authority or rescue organization; or return the animal to you if we consent to your request to keep the animal and you have completed and signed an Animal Addendum and paid all fees. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges.

12.2. Violations of Animal Policies and Charges. If you or any guest or occupant violates the animal restrictions of this Lease or our Community Policies, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including animal violation charges listed in Lease Details from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and Community Policies.

13. Parking. You may not be guaranteed parking. We may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters, in this Lease. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove, at the expense of the vehicle owner or operator, any vehicle that is not in compliance with this Lease.

14. When We May Enter. If you or any other resident, guest or occupant is present, then repair or service persons, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times (by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. We are under no obligation to enter only when you are present, and we may, but are not obligated to, give prior notice or make appointments.

15. Requests, Repairs and Malfunctions.

- 15.1.** **Written Requests Required.** If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with this Lease (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes regarding your oral request do not constitute a written request from you. Our complying with or responding to any oral request doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your apartment constitutes a request from all residents. *The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.*
- 15.2.** **Your Requirement to Notify.** You must promptly notify us in writing of air conditioning or heating problems, water leaks or moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, or any other condition that poses a hazard or threat to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to this Lease. Air conditioning problems are normally not emergencies.
- 15.3.** **Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to perform work or to avoid property damage or other emergencies. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 15.4.** **Your Remedies.** We'll act with customary diligence to make repairs and reconnections within a reasonable time, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your Rent will not abate in whole or in part. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. *If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you:* (1) termination of this Lease and an appropriate refund under § 92.056(1); (2) have the condition repaired or remedied according to § 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0563.
- 16. Our Right to Terminate for Apartment Community Damage or Closure.** If, in our sole judgment, damages to the unit or building are significant or performance of needed repairs poses a danger to you, we may terminate this Lease and your right to possession by giving you at least 7 days' written notice. If termination occurs, you agree we'll refund only prorated rent and all deposits, minus lawful deductions. We may remove and dispose of your personal property if, in our sole judgment, it causes a health or safety hazard or impedes our ability to make repairs.
- 16.1.** **Property Closure.** We also have the right to terminate this Lease and your right to possession by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months, or if any part of the property becomes subject to an eminent domain proceeding.
- 17. Assignments and Subletting.** You may not assign this Lease or sublet your apartment. You agree that you won't rent, offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to in advance by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging or short-term rental website or with any person or service that advertises dwellings for rent.
- 18. Security and Safety Devices.** *We'll pay for missing security devices that are required by law. You'll pay for:* (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests. You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doortruever (peephole or window) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next Rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

- 18.1. Smoke Alarms and Detection Devices.** We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment.

You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. Neither you nor your guests or occupants may disable alarms or detectors. *If you damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's Rent, actual damages, and attorney's fees.*

- 18.2. Duty to Report.** You must immediately report to us any missing, malfunctioning or defective security devices, smoke alarms or detectors. You'll be liable if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

- 19. Resident Safety and Loss.** *Unless otherwise required by law, none of us, our employees, agents, or management companies are liable to you, your guests or occupants for any damage, personal injury, loss to personal property, or loss of business or personal income, from any cause, including but not limited to: negligent or intentional acts of residents, occupants, or guests; theft, burglary, assault, vandalism or other crimes; fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, pipe leaks or other occurrences unless such damage, injury or loss is caused exclusively by our negligence.*

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call 911 and local law enforcement authorities if any security needs arise.

You acknowledge that we are not equipped or trained to provide personal security services to you, your guests or occupants. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that, even if an alarm or gate amenities are provided, they are mechanical devices that can malfunction. Any charges resulting from the use of an intrusion alarm will be charged to you, including, but not limited to, any false alarms with police/fire/ambulance response or other required city charges.

20. Condition of the Premises and Alterations.

- 20.1. As-Is. We disclaim all implied warranties.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory and Condition Form at or before move-in. You agree that after completion of the form or within 48 hours after move-in, whichever comes first, you must note on the form all defects or damage, sign the form, return it to us, and the form accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out. Otherwise, everything will be considered to be in a clean, safe, and good working condition. You must still send a separate request for any repairs needed as provided by Par. 15.1.

- 20.2. Standards and Improvements.** Unless authorized by law or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless this Lease states otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls. No water furniture, washing machines, dryers, extra phone or television outlets, alarm systems, cameras, two-way talk device, video or other door

bells, or lock changes, additions, or rekeying is permitted unless required by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, appliances, furniture, telephone and television wiring, screens, locks, or security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

- 21. Notices.** Written notice to or from our employees, agents, or management companies constitutes notice to or from us. Notices to you or any other resident of the apartment constitute notice to all residents. Notices and requests from any resident constitute notice from all residents. Only residents can give notice of Lease termination and intent to move out under Par. 7.3. All notices and documents will be in English and, at our option, in any other language that you read or speak.

- 21.1. Electronic Notice.** Notice may be given electronically by *us to you* if allowed by law. If allowed by law and in accordance with this Lease, electronic notice *from you to us* must be sent to the email address and/or portal specified in this Lease. Notice may also be given by phone call or to a physical address if allowed in this Lease.

You represent that you have provided your current email address to us, and that you will notify us in the event your email address changes.

EVICTION AND REMEDIES

- 22. Liability.** Each resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates this Lease or our Community Policies, all residents are considered to have violated this Lease.

- 22.1. Indemnification by You.** *You'll defend, indemnify and hold us and our employees, agents, and management company harmless from all liability arising from your conduct or requests to our representatives and from the conduct of or requests by your invitees, occupants or guests.*

23. Default by Resident.

- 23.1. Acts of Default.** You'll be in default if: (A) you don't timely pay Rent, including monthly recurring charges, or other amounts you owe; (B) you or any guest or occupant violates this Lease, our Community Policies, or fire, safety, health, criminal or other laws, regardless of whether or where arrest or conviction occurs; (C) you give incorrect, incomplete, or false answers in a rental application or in this Lease; or (D) you or any occupant is charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor.

- 23.2. Eviction.** *If you default, including holding over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Termination of your possession rights doesn't release you from liability for future Rent or other Lease obligations. *After giving notice to vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right.* Accepting money at any time doesn't waive our right to damages, to past or future Rent or other sums, or to our continuing with eviction proceedings. In an eviction, Rent is owed for the full rental period and will not be prorated.

- 23.3. Acceleration.** Unless we elect not to accelerate Rent, all monthly Rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all Rent for the entire Lease term or renewal period. Remaining Rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

If you don't pay the first month's Rent when or before this Lease begins, all future Rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future Rent, attorney's fees, court costs, and other lawful charges.

- 23.4. Holdover.** You and all occupants must vacate and surrender the apartment by or before the date contained in: (1) your move-out notice (2) our notice to vacate, (3) our notice of non-renewal, or (4) a written agreement specifying a different move-out date. If a holdover occurs, then you'll be liable to us for all Rent for the full term of the previously signed lease of a new resident who can't occupy because of the holdover, and at our option, we may extend the Lease term and/or increase the Rent by 25% by delivering written notice to you or your apartment while you continue to hold over.

- 23.5. Other Remedies.** We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means. If you default, you will pay us, in addition to other sums due, any rental discounts or concessions agreed to in writing that have been applied to your account. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe bear interest at the rate provided by Texas Finance Code Section 304.003(c) from the due date. You must pay all collection-agency fees if you fail to pay sums due within 10 days after you are mailed a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus our attorney's fees and expenses, court costs, and filing fees actually paid.

- 24. Representatives' Authority and Waivers.** *Our 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 signed, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing and signed.* No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. *Our choice to enforce, not enforce or delay enforcement enforcement of written notice requirements, rental due dates, acceleration, liens, or any other rights isn't a waiver under any circumstances.* Delay in demanding sums you owe is not a waiver. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the Lease term begins. Your Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise.

All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

END OF THE LEASE TERM

- 25. Move-Out Notice.** *Before moving out, you must give our representative advance written move-out notice as stated in Par. 4, even if this Lease has become a month-to-month lease.* The move-out date can't be changed unless we and you both agree in writing.

Your move-out notice must comply with each of the following:

- (a) Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, move out will be on the last day of that month.
- (b) Your move-out notice must not terminate this Lease before the end of the Lease term or renewal period.
- (c) If we require you to give us more than 30 days' written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move out is required.
- (d) You must get from us a written acknowledgment of your notice.

26. Move-Out Procedures.

- 26.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond

- normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).
- 26.2. Move-Out Inspection.** We may, but are not obligated to, provide a joint move-out inspection. Our representatives have no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.
- 27. Surrender and Abandonment.** You have *surrendered* the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (B) apartment keys and access devices listed in Par. 2.1 have been turned in to us—whichever happens first.
- You have *abandoned* the apartment when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) you've been in default for nonpayment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; and (C) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also considered abandoned 10 days after the death of a sole resident.
- 27.1. The Ending of Your Rights.** Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove or store property left in the apartment.
- 27.2. Removal and Storage of Property.** We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the apartment.
- We're not liable for casualty, loss, damage, or theft.* You must pay reasonable charges for our packing, removing and storing any property.
- Except for animals, we may throw away or give to a charitable organization all personal property that is:
- (1) left in the apartment after surrender or abandonment; or
 - (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.
- An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.
- GENERAL PROVISIONS AND SIGNATURES**
- 28. TAA Membership.** We, the management company representing us, or any locator service that you used, confirm membership in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located at the time of signing this Lease. If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) this Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when this Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.
- Name, address and telephone number of locator service (if applicable):

- 29. Severability and Survivability.** If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of this Lease or change the intent of the parties. Paragraphs 10.1, 10.2, 16, 22.1, 27, 30 and 31 shall survive the termination of this Lease. This Lease binds subsequent owners.
- 30. Controlling Law.** Texas law governs this Lease. All litigation arising under this Lease and all lease obligations must be brought in the county, and precinct if applicable, where the apartment is located.
- 31. Waivers.** By signing this Lease, you agree to the following:
- 31.1. Class Action Waiver.** You agree that you will not participate in any class action claims against us or our employees, agents, or management company. You must file any claim against us individually, and you *expressly waive your right to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.*
- YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.**
- 31.2. Force Majeure.** If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.
- 32. Special Provisions.** The following, or attached Special Provisions and any addenda or Community Policies provided to you, are part of this Lease and supersede any conflicting provisions in this Lease.
- The term 'Utility Connection Charge or Transfer Fee', as it relates to the "charge" in paragraph 3.5, means per utility, per billing cycle. The supplemental Resident Handbook that you agree to comply with is accessible electronically via the online Resident Portal. For "J. Optional Early Termination Fee" section, contact leasing office for fee/details. Do not tamper with or disable any fire safety or CO2 equipment (alarms, horns, detectors, sprinklers, etc.). This violates the lease and may result in fines, reimbursement, or legal action. Do not prop any doors or gates open including but not limited to, package room, pool, amenities, etc. Doing so may result in a loss of privilege and/or lease termination.

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease, including all addenda, is the entire agreement between you and us. You agree that you are NOT relying on any oral representations.

Resident or Residents (all sign below)

Kathryn M Copeland 04/29/2025
 (Name of Resident) Date signed

 (Name of Resident) Date signed

Owner or Owner's Representative (signing on behalf of owner)

COMMUNITY POLICIES ADDENDUM

1. **Addendum.** This is an addendum to the Lease between you and us for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside
- Apartments in Fort Worth,
Texas OR
the house, duplex, etc. located at (street address) _____ in _____, Texas.

2. **Payments.** All payments for any amounts due under the Lease must be made:

- at the onsite manager's office
 through our online portal
 by mail to 220 E Broadway Ave, Fort Worth, TX 76104, or
 other: www.bowerysouthside.com

The following payment methods are accepted:

- electronic payment
 personal check
 cashier's check
 money order, or
 other: _____

We have the right to reject any payment not made in compliance with this paragraph.

3. **Security Deposit Deductions and Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under the Lease; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges outlined in the Lease; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for charges for replacing any keys and access devices referenced in the Lease if you don't return them all on or before your actual move-out date; and accelerated rent if you've violated the Lease. *We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.*

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose or distributed equally among all residents.

4. **Requests, Consent, Access and Emergency Contact.** All written requests to us must be submitted by:

- online portal
 email to thebowery@weinsteinproperties.com
 hand delivery to our management office, or
 other: _____

From time to time, we may call or text residents with certain promotional or marketing messages that may be of interest. By signing this form and providing contact information, you are giving us your express written consent to contact you at the telephone number you provided for marketing or promotional purposes, even if the phone number you provided is on a corporate, state or national Do Not Call list. To opt out of receiving these messages, please submit a written request to us by the method noted above.

You agree to receive these messages from us through an automatic telephone dialing system, prerecorded/artificial voice messages, SMS or text messages, or any other data or voice transmission technology. Your agreement is not required as a condition of the purchase of any property, goods, or services from us.

Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy or access devices, unless authorized by court order.

After-hours phone number (833) 887-1948

(Always call 911 for police, fire, possible criminal activity or medical emergencies.)

5. **Parking.** We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle: (a) has a flat tire or is otherwise inoperable; (b) is on jacks, on blocks, or has a wheel missing; (c) takes up more than one parking space; (d) belongs to a resident or occupant who has surrendered or abandoned the apartment; (e) is in a handicapped space without the legally required handicapped insignia; (f) is in a space marked for office visitors, managers, or staff; (g) blocks another vehicle from exiting; (h) is in a fire lane or designated "no parking" area; (i) is in a space that requires a permit or is reserved for another resident or apartment; (j) is on the grass, sidewalk, or patio; (k) blocks a garbage truck from access to a dumpster; (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or (m) is not moved to allow parking lot maintenance.

6. HVAC Operation. If the exterior temperature drops below 32° F you must keep the heat on and set to a minimum of 50° F. You must also open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all the faucets in your apartment using both the hot and cold water. Leave the faucets dripping until the exterior temperature rises above 32° F. You must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.

7. Amenities. Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. This permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies, and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities and to change those or close any of the Amenities based upon our needs. We may make changes to the rules for the use of the Amenities at any time.

Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past or future claims or liability of any kind related to your decision to use the Amenities.

8. Package Services. We do or do not accept packages on behalf of residents.

If we DO accept packages, you give us permission to sign and accept any parcels or letters you receive through UPS, Federal Express, Airborne, United States Postal Service or other package delivery services. You agree that we are not liable or responsible for any lost, damaged or unordered deliveries and will hold us harmless.

9. Fair Housing Policy. We comply with applicable fair housing laws. In accordance with fair housing laws, we'll make reasonable accommodations to our rules, policies, practices or services and allow reasonable modifications to give disabled persons access to and use of the dwelling and common areas. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any. This fair housing policy does not expand or limit any rights and obligations under applicable law.

10. Special Provisions. The following special provisions control over conflicting provisions of this form:

The Supplemental Resident Handbook that you agree to comply with is accessible electronically via the online resident portal. Tenant(s) and their guests shall not cause or allow pest infestations. Any infestation, real or suspected, must be reported to the Owner in writing immediately. If Tenant(s) fail to: 1) provide access for inspection or treatment, 2) prepare the apartment as required, or 3) pay pest control fees resulting from their actions, Tenant(s) will be in default and liable for damages. Tenant(s) are responsible for any costs incurred due to non-compliance. If personal property removal is necessary, Tenant(s) agree to dispose of it outside the apartment community.

Kathryn M Copeland

Signature of All Residents

Signature of Owner or Owner's Representative



Animal Addendum

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.

1. Dwelling Unit.

Unit # 2145 at 405 Crawford St
Apt# 2145
(street address) In Fort Worth
(city), Texas 76104 (zip code).

2. Lease.

Owner's name: WMCI Dallas, X LLC dba The Bowery at Southside

Residents (list all residents): Kathryn M Copeland

3. Conditional Authorization for Animal. You may keep the animal or animals described below in the dwelling until the Lease expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

4. Animal Deposit. You must pay a one-time animal deposit of \$ _____ when you sign this addendum. This deposit is in addition to your total security deposit under the Lease, which is a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

5. Assistance or Service Animals. When allowed by applicable laws, we may require written verification of or make other inquiries regarding the disability-related need for an assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for any authorized assistance or service animal. Except as provided by applicable law, all other provisions of this addendum apply to assistance or service animals.

6. Search and Rescue Dogs. We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

7. Additional Monthly Rent. Your monthly base rent (as stated in the Lease) will be increased by \$ _____.

8. Additional Fee. You must also pay a one-time nonrefundable fee of \$ _____ to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

9. Liability Not Limited. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleeling, replacements, or personal injuries.

10. Description of Animal. You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: Ruby (ESA)

Type: Dog

Breed: Cavalier King Charles

Color: Red & White

Weight: 16 lbs

Age:

City of license:

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: Moon (ESA)

Type: Dog

Breed: Cavalier King Charles

Color: Black and White

Weight: 13lbs

Age: _____

City of license: _____

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____

Age: _____

City of license: _____

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

11. Special Provisions. The following special provisions control over any conflicting provisions of this addendum:

See additional addendum titled Animal Addendum Special Provisions continued.

12. Emergency. In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____

Address: _____

City/State/Zip: _____

Phone: (_____) _____

13. Animal Rules. You are responsible for the animal's actions at all times. You agree to follow these rules:

13.1 Shots and Licenses. The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

13.2 Disturbances. The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

13.3 Housebreaking, Cages, Offspring. Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

13.4 Indoor Waste Areas. Inside, the animal may urinate or defecate only in these designated areas: litterbox

13.5 Outdoor Waste Areas. Outside, the animal may urinate or defecate only in these designated areas: Must clean up after pet

13.6 Tethering. Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

13.7 Off-Limit Areas. You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.

13.8 Food & Water. Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.

13.9 Leash. You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.

13.10 Animal Waste. Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.

14. Additional Rules. We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

15. Violation of Rules. If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease, including eviction and recovering damages and attorney's fees from you.

16. Complaints About Animal. If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.

17. Our Removal of an Animal. In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.

17.1 Causes for Removal. We can remove an animal under this paragraph if, in our sole judgment, you have:

- (A) abandoned the animal;
- (B) left the animal in the dwelling unit for an extended period of time without food or water;
- (C) failed to care for a sick animal;
- (D) violated our animal rules; OR
- (E) let the animal defecate or urinate where it's not allowed.

17.2 Removal Process. To remove an animal, we must follow the procedures in the Lease, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.

18. Liability for Damage, Injuries, Cleaning. Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.

19. Move-Out. Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

20. Multiple Residents. Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.

21. Dog Park. We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

22. General. You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.

23. Animal Restrictions. No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the foregoing being true and if you have made any misrepresentation it is a violation of the Lease.

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

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

Resident or Residents (all sign below)

Kathryn M Copeland (Name of Resident)	04/29/2025 Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed

Owner or Owner's Representative (sign below)

Date signed



Animal Addendum

Special Provisions (continued from Animal Addendum)

Special Provisions (continued): The following special provisions control over any conflicting provisions of the Animal Addendum:

A maximum of three (3) animals is allowed per apartment, including caged/tanked animals. No farm animals or livestock are allowed. The following dog breeds are prohibited on the property: Chow, Rottweiler, Staffordshire Terrier, Pit Bull, Doberman Pinscher, certain Mastiff breeds and mixed breeds that contain any portion of the foregoing breeds. Dogs resembling a prohibited breed are also prohibited, regardless of veterinary records to the contrary. Landlord, in its sole discretion, may elect to prohibit additional breeds of animals not listed above. If the animal demonstrates aggressive behavior at any time, we have the right to require the animal to be muzzled while on property and/or require the animal to be permanently removed from the premises in our discretion. There is a 3-dog maximum in ground floor apartments and a 2-dog maximum in apartments located on other floors. Tenant will incur a fee of \$25.00/incident for not picking up pet waste. If Tenant repeatedly fails to pick up pet waste, Tenant may be subject to additional action, including without limitation a lease violation notice. The deposit referenced in paragraph 4 of the Animal Addendum, additional fee referenced in paragraph 8 of the Animal Addendum and pet rent referenced in paragraph 7 of the Animal Addendum shall be as follows based on the number of animals (excluding caged/tanked animals) in the table below. There are to be no visiting animals, for any period of time, unless (i) owner has granted advance written approval, (ii) Tenant complies with paragraph 12 of the Lease, (iii) Tenant has delivered a signed animal addendum to owner regarding the visiting pet, and Tenant pays a daily non-refundable fee of \$10 for each visiting pet. All visiting pets must abide by the Pet Rules and Restrictions listed in the Animal Addendum and Resident Handbook. If any animal visits for more than ten (10) days on an annual basis, the animal shall not be deemed a visiting animal and Tenant shall be required to pay the deposit, additional fee and monthly pet rent as set forth herein. Tenant(s) authorizes Agent to inspect the premises, after the visit end date to insure the pet has been removed. If tenant does not obtain prior written consent for a visiting pet, the pet will be treated as unregistered and subject to the terms in the paragraph related to Unregistered Pets. Caged/tanked animals are allowed but 1) must remain in their cage/tank. 2) cannot be venomous/poisonous; and fish tanks must be less than 30 gallons. 3) Type, breed and size restrictions apply. 4) require a \$100 deposit prior to bringing the animal(s) to the property (fish tanks less than 10 gallons; no deposit). Note: The \$100 deposit is for up to 3 caged/tanked animals; no more than three animals are allowed per apartment.

Number of animals	Deposit	Additional Fee	Monthly Pet Rent
1	\$200.00	\$350.00	\$25.00
2	\$400.00	\$600.00	\$50.00
3	\$600.00	\$850.00	\$75.00

Resident or Residents

[All residents must sign here]

Owner or Owner's Representative

[signs here]

Kathryn M Copeland

Date of Lease Contract

04/29/2025

INSURANCE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

____ Apartments in Fort Worth,
Texas OR
the house, duplex, etc. located at (street address) _____ in _____, Texas.

The terms of this addendum will control if the term of the Lease and this addendum conflict.

2. **Required Insurance Policy.** In accordance with the Lease, you understand and agree that this addendum requires Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties in amount not less than \$ 100000.00 per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with the Lease and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.
3. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provides you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at www.tdi.texas.gov may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.
4. **Default.** You understand and agree that your failure to comply with either the requirements specified in the Lease, this addendum, or both is a material breach by you of the Lease and a default of the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of \$ _____ (which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance addendum). Owner will agree to forego commencement of an eviction based upon non-compliance with this addendum for a one-month period, during which you shall come into compliance with this addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies under this paragraph for any subsequent months. The foregoing payments are due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF SAID AMOUNT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS SUMMARIZED IN PARAGRAPH 2 OF THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED IN THIS PARAGRAPH, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in this Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

NOTICE TO RESIDENT: YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]

Kathryn M Copeland

Signature of All Residents

Signature of Owner or Owner's Representative

**LEASE ADDENDUM
PERSONAL LIABILITY INSURANCE REQUIRED**

Addendum. This is an addendum to the lease between you and us for Apt. No. 2145 in the WMCI Dallas, X
LLC dba The Bowery at Southside Apartments in
Fort Worth, TX; OR the house, duplex, etc. located at (street address)
in
TX.

1. **Insurance Acknowledgement.** Tenant acknowledges that Landlord does not maintain insurance to protect Tenant against personal injury, loss or damage to Tenant's personal property or to cover Tenant's own liability for injury, loss or damage Tenant (or Tenant's occupants or guests) may cause others. Tenant also acknowledges that Tenant may be responsible to others (including Landlord and Agent) for the full cost of any injury, loss or damage caused by Tenant's negligent actions or the negligent actions of Tenant's occupants or guests, including but not limited to damage caused by fire or smoke
2. **Building Protection fee.** Landlord agrees to waive the requirements in the Lease that Tenant purchase liability insurance covering damage from fire, vandalism, smoke, water and any other perils, with limits of at least \$100,000 (the "Insurance Requirements"), as set forth in the Lease, if Tenant 1) elects to waive the insurance requirement and pay the Building Protection Fee (as defined below) by opting into the building protection program at www.residentprotect.com; or 2) fails to provide proof of insurance as required in the Lease (in which case the Building Protection Fee will be charged to the Tenant automatically and the Tenant will be opted into the building protection program) within ten (10) business days following the date of this Addendum; or 3) cancels (voluntarily or involuntarily) its existing liability insurance coverage and Landlord receives notice of the same (in which case the Building Protection Fee may be charged to Tenant automatically and the Tenant may be opted into the building protection program). In such event, Landlord shall charge Tenant a "Building Protection Fee" in the amount of Twelve Dollars and 00/100 (\$12.00) per month. This Building Protection Fee is to be paid as additional monthly rent and will be used to help protect Landlord's assets, including real, improved and personal property owned or managed by Landlord against damage caused by a Tenant. Tenant may cancel its participation in this program at any time if Tenant purchases its own personal liability insurance policy or renter's insurance policy and provides proof of coverage to Landlord or Agent. This Building Protection Fee offers no protection for Tenant's personal property or third-party liability. Tenant should consider purchasing renter's insurance to protect Tenant from financial loss and third-party liability. Such policy must identify Landlord and Agent as additional insureds.
3. **Damage to Tenant's Personal Property.** Pursuant to the Lease, Tenant is only required to comply with the Insurance Requirements; however, Landlord highly recommends Tenant also obtain coverage for its personal property. Tenant has the option to obtain personal property reimbursement by visiting www.residentprotect.com. As a resident of this property, Tenant automatically qualifies for this reimbursement. If Tenant chooses to participate in this program, Tenant shall pay a "Property Reimbursement Fee" in the amount of Three Dollars and 00/100 (\$3.00) per month. This Property Reimbursement Fee is to be paid in the same manner as additional monthly rent. The Property Reimbursement Fee shall qualify Tenant for reimbursement for losses to Tenant's personal property up to Ten Thousand and 00/100 Dollars (\$10,000). A description of the program is available by visiting www.residentprotect.com.
4. **Freedom of Choice.** At all times, Tenant can purchase insurance through the carrier or agency of Tenant's choice, subject to the requirements of the Lease, and is not required to purchase insurance through a particular carrier or participate in our property reimbursement program. However, the insurance Tenant purchases must meet the Lease's minimum Insurance Requirements at all times
5. **Default.** Tenant(s)'s failure to obtain or maintain insurance coverage meeting the Insurance Requirements shall constitute a material default of the Lease Agreement, entitling Agent to terminate the Lease Agreement and/or Tenant(s)'s right to possession under the Lease Agreement. Landlord reserves the right, and Tenant hereby authorizes Landlord, to charge Tenant a "Building Protection Fee" monthly in the amount of Twelve and 00/100 Dollars (\$12.00) as additional rent under the Lease if Tenant does not maintain coverage meeting the Insurance Requirements. Tenant may cancel its participation in this program at any time if Tenant purchases its own personal liability insurance policy or renter's insurance policy meeting the Insurance Requirements and provides proof of coverage to Landlord or Agent.
6. **Class Action Waiver.** The parties waive any right to bring class actions or representative claims on behalf of a class of individuals or to participate as a class representative or member (the "Class Action Waiver") against each other. Tenant is not waiving any right(s) to pursue claims against Landlord or Agent related to its tenancy, but Tenant agrees to file any claim(s) against Landlord or Agent in its individual capacity only, and Tenant hereby waives any rights that it may have had to bring or take part in a class or representative action.
7. **Miscellaneous.**
 - a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged.
 - b. The insurance required by the Lease is not required by any law. Tenant's obligation to provide insurance stems solely from the Lease.
 - c. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

- d. The insurance required by the Lease is not an attempt to limit our liability for our own negligence or Tenant's liability for Tenant's own negligence.
- e. The insurance required by the Lease is not in lieu of, or in any way a component of, any security deposit required by the Lease.

By signing below, Tenant acknowledges and agree to be bound to the terms of this Addendum.

Resident or Residents
(All residents must sign)

Kathryn M Copeland

Owner or Owner's Representative
(Signs below)

Date of Lease Contract

**LEASE ADDENDUM FOR
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. 2145 in the WMCI Dallas, X LLC dba The Bowery at Southside
Apartments in Fort Worth, TX; OR the house, duplex, etc. located at (street address)
in _____, TX.
2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: (*check as applicable*)
 garage or carport attached to the dwelling;
 garage space number(s): _____; \$ _____ /month; start date(s): _____
 carport space number(s): c-041; \$ 0.00 /month; start date(s): 10/21/2023 and/or
 storage unit number(s): s-12; \$ 25.00 /month; start date(s): 10/21/2023
The monthly rent in the Lease Contract does not cover both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum. Start date is the same as the lease start date unless indicated above.
3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules, community policies, or Resident Handbook. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas. Additional Restrictions: _____

4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored in the areas covered by this addendum. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.
5. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.
6. **Garage door opener.** If an enclosed garage is furnished, you will be provided with a garage door opener and key, if applicable. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a charge of \$50.00, which will be deducted from your security deposit.
7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.
9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.
10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.
11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to Community Policies or the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you. A written 30-day notice to vacate is required for any carport, garage, or storage unit if you intend to vacate it prior to the end of the lease term for apartment Premises.

Resident or Residents
(All residents must sign)

Kathryn M Copeland

Owner or Owner's Representative
(Signs below)

Date of Lease Contract

FITNESS CENTER/BUSINESS CENTER RULES AND REGULATIONS

**Kathryn M Copeland
405 Crawford St Apt# 2145
Fort Worth, TX 76104**

We hope you will enjoy the Fitness Center and/or Business Center. To ensure that everyone has a safe and enjoyable experience, please abide by the following rules and regulations. These rules and regulations become a part of the Resident Handbook that you received as part of your Move-In Packet.

1. The Fitness Center is for the use of residents and their guests. Guests are not permitted in the Business Center
2. **The Fitness Center is accessible 24 hours a day; 7 days a week.**
3. Residents are permitted to bring one guest per day to the Fitness Center. Guests must be accompanied by a resident at all times while in the Fitness Center. Guests must carry a guest pass at all times while in the Fitness Center. Guests must abide by all Fitness Center policies. Residents are responsible for the actions of their guests.
4. No persons under age 16 are permitted to use the exercise equipment or be in the Fitness Center.
5. No attendants or supervision of any kind will be provided by the Management for the Fitness Center.
6. Use the exercise equipment at your own risk. Weinstein Properties is not responsible for accidents or injuries related in any way to the use of the Fitness Center.
7. It is strongly recommended that appropriate work out clothing be worn while using the fitness equipment. Fitness center users assume all risk of injury resulting from failing to wear appropriate clothing.
8. The treadmills and stair stepper machines are not designed for use by persons weighing over 250 pounds.
9. Know your limits. Do not over exert yourself.
10. Read all posted instructions. If you do not understand the instructions, do not use the equipment.
11. When using the treadmill, please attach the safety key to your clothing or body.
12. No one under the influence of drugs or alcohol may use the Fitness Center or Business Center at any time.
13. Please wear shoes—no wet or bare feet are permitted in the Fitness Center or Business Center.
14. There is a **\$50.00** fee for lost or stolen access cards/fobs, or for not returning the access card/fob when your occupancy expires.
15. The Fitness Center may not be used for the purpose of conducting business, including personal training or classes, at any time.
16. Landlord reserves the right to deny access to the Fitness Center and/or Business Center to any and all Tenant(s) who fail to comply with these Rules and Regulations.

I have read, understand and agree to comply with the foregoing rules and regulations.

Date: 04/29/2025

Tenant Signature: Kathryn M Copeland

Date: _____

Tenant Signature: _____

LEASE ADDENDUM FOR ACCESS CONTROL DEVICES

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,
Texas.

2. Remote control/cards/code for gate access.

- Remote control for gate access.** Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ 50.00 non-refundable fee.
- Cards for gate access.** Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ 50.00 non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. Damaged, lost or unreturned remote controls, cards, key fobs or code changes.

- If a remote control is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

4. Report damage or malfunctions. Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.

5. Follow written instructions. You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. Personal injury and/or personal property damage. Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

Kathryn M Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM REGARDING SMOKING

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

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

2. Smoking, in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

3. Smoking permitted in designated areas of the apartment community. Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

is permitted

is not permitted.

Only the following outside areas may be used for smoking: _____

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 15 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

4. Your responsibility for damages and cleaning. You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

5. Your responsibility for loss of rental income and economic damages regarding other residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

6. Definition of smoking. "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. Lease Contract termination for violation of this addendum. We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

8. Extent of your liability for losses due to smoking. Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

9. Your responsibility for conduct of occupants, family members and guests. You are responsible for communicating the no-smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

10. No warranty of a smoke-free environment. Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.
 Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

Kathryn M Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

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

1. Addendum. This is an addendum to the lease between you and us for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,
Texas OR
the house, duplex, etc. located at (street address) In Texas.

2. Number and size. You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.

3. Location. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

4. Safety and non-interference. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

5. Signal transmission from exterior dish or antenna to interior of dwelling. Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

6. Safety in installation. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

7. Maintenance. You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.

8. Removal and damages. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the TAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear and tear.

9. Liability insurance and indemnity. You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 1000000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.

10. Security deposit. Your security deposit (in your Lease Contract) is increased by an additional reasonable sum of \$ 150.00. effective at time of installation or effective within _____ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.

11. When you may begin installation. You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.

12. Miscellaneous. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Kathryn M Copeland
Signatures of All Residents

Signature of Owner or Owner's Representative

WATER AND WASTEWATER ALLOCATION AND SUBMETERING ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2145 at (street address)

405 Crawford St Apt# 2145

In Fort Worth, Texas. OR the house, duplex, etc. located at (street address)

In _____, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. **Mutual conservation efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to conserve water and notify us of leaks.
3. **Your payment due date.** Payment of your water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.
4. **Previous average.** As required under PUC rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$ 41.14 per unit, varying from \$ 1.75 to \$ 100.18 for the lowest to highest month's bills for any unit in the apartment community for this period. If such information is available, the above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.
5. **Right to examine records.** During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

One of the following applies:

Submeter billing procedures

- A. Your monthly water and wastewater bill will be submetered. Please see the applicable rules of the PUC (attached).
- B. As permitted by state law, a service fee of 9 % (not to exceed 9%) will be added to your monthly water-service charges.
- C. No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.
- D. Any dispute relating to the accuracy of any submetering device will be between you and us.
- E. We will bill you monthly for your submetered water consumption from approximately the 1 day of the month to the 31 day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.

Allocation billing procedures

- A. Your monthly water and wastewater bill will be allocated. Please see the applicable rules of the PUC (attached).
- B. Common area deduction. 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 so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter 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 fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.
- C. The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 24.281 of the PUC rules (check only one):
 - subdivision (i) actual occupancy;
 - subdivision (ii) ratio occupancy (PUC average for number of occupants in unit);
 - subdivision (iii) average occupancy (PUC average for number of bedrooms in unit);
 - subdivision (iv) combination of actual occupancy and square feet of the apartment; or
 - subdivision (v) submetered hot/cold water, ratio to total.
- D. The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the _____ day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.

Special provisions:

Kathryn M Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative

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

SUBCHAPTER I: WATER UTILITY SUBMETERING AND ALLOCATION

§ 24.275. 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. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple use facility to charge, bill for, or collect rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.

(c) Definitions. The following words and terms, when used in this subchapter, have the defined 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 rent paid at intervals of one month or more.

(3) Condominium manager—A condominium unit owners' association organized under Texas Property Code §82.101, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code. Condominium Manager and Manager of a Condominium have the same meaning.

(4) Customer service charge—A customer service charge is a rate that is not dependent on the amount of water used through the master meter.

(5) 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.

(6) 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.

(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) 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.

(9) 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.

(10) Occupant—A tenant or other person authorized under a written agreement to occupy a dwelling.

(11) Overcharge—The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit after a violation occurred relating to the assessment of a portion of utility costs in excess of the amount the tenant would have been charged under this subchapter. Overcharge and Overtrending have the same meaning.

(12) Owner—The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; and any individual, firm, or corporation expressly identified in the lease agreement as the landlord of tenants in the apartment house, manufactured home rental community, or multiple use facility. The term does not include the manager of an apartment home unless the manager is expressly identified as the landlord in the lease agreement.

(13) 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.

(14) 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 where 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.

(15) 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.

(16) Undercharge—The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit less than the amount the tenant would have been charged under this subchapter. Undercharge and Overtrending have the same meaning.

(17) Utility costs—Any amount charged to the owner by a retail public utility for water or wastewater service. Utility Costs and Utility Service Costs have the same meaning.

(18) Utility service—For purposes of this subchapter, utility service includes only drinking water and wastewater.

§ 24.277. 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 this 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 §24.281(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.

§ 24.279. 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 §24.281(d)(3) of this title (relating to Charges and Calculations) 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.

§ 24.281. 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, §1437); 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 = $2.2 + 0.4 \text{ per each additional occupant over three; or}$
 - (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 = $4 + 1.2 \text{ for each additional bedroom; or}$
 - (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. The 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 §24.279(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.

§ 24.283. Billing

- (a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.281 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in the rental 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 underbilling. 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 underbilling 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 underbilling. 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.

§ 24.285. Complaint Jurisdiction

(a) Jurisdiction. The commission has exclusive jurisdiction for violations under this subchapter.

(b) Complaints. If an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner violates a commission rule regarding utility costs, the person claiming the violation may file a complaint with the commission and may appear remotely for a hearing.

§ 24.287. 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) 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.

(C) 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 §24.283(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling 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 toilet 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.

LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside
____ Apartments in Fort Worth,
Texas OR
the house, duplex, etc. located at (street address) _____
in _____, Texas.

2. Flat fee for trash/recycling costs. Your monthly base rent under the TAA Lease Contract does not include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ 30.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ _____ per month (not to exceed \$3) for processing and billing.

Your trash/recycling bill may include state and local sales taxes as required by state law.

3. Payment due date. Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ _____ (not to exceed \$3) 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.

Kathryn M Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR ALLOCATING SERVICES AND GOVERNMENTAL FEES

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 2145 in the
WMCI Dallas, X LLC dba The Bowery at Southside

Apartments in Fort Worth,
Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. Reason for allocation. Apartment owners receive bills for services provided to residents and charges for various governmental fees. These are direct costs that the apartment community incurs. In order to help control the cost of rent, we have chosen to allocate the services and governmental fees indicated below through an allocated bill using a standardized formula to distribute these costs fairly. While we may impose a nominal fee to help recover our costs in administering these bills, we do not add any other costs to these bills and make no profit off of them.

3. Services and governmental fees allocated. We will allocate the following services and governmental fees:

- | | |
|---|---|
| <input type="checkbox"/> Cable/satellite television | <input type="checkbox"/> Registration/license fee |
| <input checked="" type="checkbox"/> Stormwater/drainage | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Trash removal/recycling | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Street repair/maintenance fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Emergency services fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Conservation district fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Inspection fee | <input type="checkbox"/> Other _____ |

4. Your payment due date. Payment of your allocated services and governmental fee bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of \$ _____ (not to exceed \$3) if we do not receive timely payment. If you are late in paying the services and governmental fee bill, we may cut off services, as allowed by law, and we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.

5. Allocation procedures. Your monthly base rent under the TAA Lease Contract does not include a charge for the services and governmental fees indicated above. You will pay separately for these charges which are defined under the Lease as "Additional Rent". You may receive a separate bill from us each month or we may include these items as separate and distinct charges as part of a multi-item bill.

You agree to and we will allocate the indicated services and governmental fees for the apartment community based on the allocation method checked below: (check only one)

- A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e., your unit's square footage divided by the total square footage in all apartment units.
- A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e., the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units).
- Half of your allocation will be based on your apartment unit's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.
- Per dwelling unit
- Other formula (see attached page)

6. Penalties and fees. Only the total of the services and governmental fee bills will be allocated. Penalties or interest for any late payment of these bills by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 3.00 per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

7. Change of allocation formula. The above allocation formula for determining your share of the services and governmental fee bills cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

8. Right to examine records. You may examine our service and governmental fee bills from the companies and governmental entities and our calculations relating to the monthly allocation of these bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.

Kathryn M Copeland

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR VALET TRASH

Addendum. This is an addendum to lease contract for Apt. No. 2145 in the The Bowery at Southside,
Apartments, in Fort Worth,
TX.

This Lease Addendum for Valet Trash (this "Addendum") is made and entered into as of the date of the Lease Contract and between WMCI Dallas, X
LLC dba The Bowery at Southside (the "Owner") and
Kathryn M Copeland

(the "Resident", whether one or more) upon the terms and conditions stated herein.

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant, with the exception of the following amendments and revisions:

1. Valet trash collection service will be provided for Tenant 5 nights per week, Sunday through Thursday for an additional monthly fee noted within your lease or subsequent renewal. The fee for valet trash collection is in addition to the monthly fee for regular trash. Note: *Valet trash collection will not occur on designated holidays.*
2. Each apartment will be provided with one container to be used for the purpose of valet trash collection. Only approved containers are allowed.
3. Tenant is responsible for placing the provided container containing bagged trash only outside the front door of the apartment no earlier than 5:00PM each evening for collection.
4. Trash collection service will begin at 7:00PM.
5. All trash must be bagged and tied securely. Pet waste must be double bagged. No broken glass or sharp objects are allowed in the container. Large items or bags weighing over 25 lbs are not permitted.
6. All bags must be placed inside the provided container. Trash will not be collected without the use of the provided container.
7. Loose trash will not be collected.
8. Boxes must be broken down and flattened.
9. If Tenant is unable to place container outside of the apartment on a designated service night, Tenant is responsible for disposing of trash in the community dumpster/trash compactor.
10. The container and/or trash may not be left outside the apartment for any reason other than pickup during the designated trash collection timeframe.
11. If a container remains outside of the apartment past 9:00AM on the morning following trash collection service, a \$25.00 fee will be assessed.
12. Tenant is required to keep the provided container clean.
13. The provided container is property of Landlord.
14. Tenant will be assessed a \$25.00 fee if an additional or replacement container is needed, or if the container is not left in the apartment when Tenant vacates.

If Tenant is found to be in violation of any of the above, Landlord will issue a warning to Tenant. If Tenant is found to be in violation a second time, the container may be removed and/or a \$25.00 fee will be assessed. In the event container is removed, it will be returned after any fees are paid. If Tenant is found to be in violation a third time, valet trash removal service will be terminated and disposing of trash in the provided dumpster/trash compactor will become the responsibility of the Tenant. Tenant will not receive any refund or rebate for valet trash removal charges.

Tenant acknowledges that valet trash is provided by a third-party provider and that changes to this addendum may occur due to a change of provider's service agreement with the owner, a change of the provider, or any other reason. Any changes to this agreement will be provided in writing at least 30 days in advance of enforcement,

Special Provisions: _____

The undersigned have read, understand and agree to comply with the terms of this Addendum.

Kathryn M Copeland
Signatures of All Residents

Signature of Owner or Owner's Representative
04/29/2025
Date of Lease Contract



Mold Information and Prevention Addendum

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This Addendum contains important information for you, and responsibilities for both you and us.

- 1. Addendum.** This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:

Unit # 2145

at WMCI Dallas, X LLC dba The Bowery at Southside

(name of apartments)
or other dwelling located at _____

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

- 2. About Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. To avoid mold growth, it's important to **prevent excess moisture buildup** in your dwelling. Promptly notify us in writing about any air-conditioning or heating-system problems and any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation.

If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the **Environmental Protection Agency recommends that you first clean the areas with soap** (or detergent) and water and let the surface dry thoroughly. When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide.

Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result.

**This Addendum is part of your Lease.
You are legally bound by this document. Please read it carefully.**

Resident or Residents (all sign below)

Kathryn M Copeland
(Name of Resident)

04/29/2025
Date signed

(Name of Resident)

Date signed

Owner or Owner's Representative (sign below)

Date signed

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



Bed Bug Addendum

Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This Addendum outlines your responsibility and potential liability when it comes to bed bugs.

- 1. Addendum.** This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:

Apt. # 2145 at WMCI Dallas, X LLC
dba The Bowery at Southside

(name of apartments)
or other dwelling located at _____

_____ (street address of house, duplex, etc.)
_____ (city)
_____ (state) _____ (zip).

- 2. Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

- 3. Inspection and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- **YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR**
- **YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.**

- 4. Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. You agree not to treat the dwelling for a bed-bug infestation on your own.

- 5. Notification.** You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling; AND
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

- 6. Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease.

- 7. Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease.

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

**This Addendum is part of your Lease.
You are legally bound by this document. Please read it carefully.**

Resident or Residents (all sign below)

Kathryn M Copeland
(Name of Resident)

04/29/2025

Date signed

(Name of Resident)

Date signed

Owner or Owner's Representative (sign below)

Date signed

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

LEASE ADDENDUM FOR COMMUNICATION VIA TEXT

1. Addendum. This is an addendum to lease contract for Apt. No. 2145 In the The Bowery at Southside
Apartments, in Fort Worth, TX.

2. The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s) with the exception of the following amendments and/or revisions:
I/We understand and agree to the following:

By providing your mobile number and signing, this constitutes your signature to agree to receive recurring informational and marketing SMS/MMS text messages from Weinstein Management Co., Inc. and/or its affiliates or agents to the number you provided, including such messages sent through an automatic dialing system. Your consent is not a condition of purchasing any property, goods, or services. Depending on your mobile phone plan, standard messaging and data rates/fees or other charges may apply. You can opt out from receiving SMS/MMS text messages by responding STOP to any message you receive. If you opt out, you may receive one additional message confirming that your request has been processed.

The undersigned have read, understand, and will comply with this Agreement.

Kathryn M Copeland
Signatures of All Residents

Signature of Owner or Owner's Representative
04/29/2025
Date of Lease Contract

ADDENDUM TO PAYMENT OF SALES, EXCISE AND USE TAX

APARTMENT UNIT DESCRIPTION. Apt. No. 2145, 405 Crawford St Apt# 2145

(street address) in Fort Worth
(city), TX (state), 76104 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: April 29, 2025

Owner's name: WMCI Dallas, X LLC dba The Bowery at Southside

Residents (list all residents): Kathryn M Copeland

Resident shall be responsible for payment of any applicable federal, state and local taxes, including any sales, excise or use taxes, assessed on any goods or services purchased, rented, leased or otherwise utilized by Resident at such rates as may be determined by federal, state, or local authorities from time to time.

Resident(s)

(All residents must sign)

Kathryn M Copeland

Date of Signing Addendum

04/29/2025

Owner or Owner's Representative

Date of Signing Addendum

PACKAGE ADDENDUM

APARTMENT UNIT DESCRIPTION. Apt. No. 2145, 405 Crawford St Apt# 2145

(street address) in Fort Worth
(city), TX (state), 76104 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: April 29, 2025

Owner's name: WMCI Dallas, X LLC dba The Bowery at Southside

Residents (list all residents): Kathryn M Copeland

The Lease Agreement, as written, is all inclusive and binding to the Landlord and the Tenant(s) with the exception of the following amendments and/or revisions:

I/We understand and agree to the following:

- We may refuse to accept any package on your behalf for any reason or no reason at all.
- As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property.
- If available, carriers will deliver packages to a USPS Mail or Parcel Box, Package Locker, or designated Package Room. If required for delivery, you agree to create and maintain any applicable accounts required to use a Package Locker and/or Package Room. If you do not create and maintain the account, you are by default agreeing to make other arrangements for delivery of any packages intended for your address.
- If Package Boxes, Lockers, or Rooms are unavailable, carriers are instructed to deliver parcels directly to individual apartment home doors. Packages will not be accepted at the leasing office.
- For Packages not claimed from Package Lockers, Package Rooms, or other areas within 3 days we shall have the right to dispose of such items by discarding them, delivering them to the Resident's apartment, returning them to the shipper, or any other method selected at our sole discretion.
- We have the right to charge a fee to accept and/or store packages for any duration of time.

Continued on next page.

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You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

Resident(s)
(All residents must sign)

Kathryn M Copeland

Date of Signing Addendum

04/29/2025

Owner or Owner's Representative

Date of Signing Addendum



CITY OF FORT WORTH TENANT AND LANDLORD INSPECTION FORM

PROPERTY ADDRESS 405 Crawford St Apt# 2145, Fort Worth, TX 76104APARTMENT ADDRESS 405 Crawford St Apt# 2145 #2145, Fort Worth, TX 76104DATE 04/29/2025TENANTS Kathryn M Copeland**The Bowery at Southside**

Print - Tenant's Name Performing the Inspection

Print - Landlord's Name Performing the Inspection

Please list the names of all persons occupying the dwelling unit (other than overnight guests).

The City of Fort Worth Code of Ordinances requires a "Tenant and Landlord Inspection" of each dwelling in a multifamily dwelling complex. The inspection of a dwelling unit shall be conducted by the landlord and the unit's tenant:

- 1) a minimum of once annually; and
- 2) when the occupancy of the dwelling changes.

THE TENANT MUST ANSWER THE FOLLOWING QUESTIONS BY CIRCLING EITHER YES OR NO.

YES-- NO Has the Landlord installed a smoke detector in this residence?

YES-- NO Did you check to make sure the smoke detector works?

YES-- NO If battery operated, do you know the Tenant must replace smoke detector batteries?

YES-- NO Do you know a portable barbecue or cooking appliance cannot be used on a balcony, walkway, landing or within ten (10) feet of a combustible building?

YES -- NO Do all electrical outlets, switches or lighting fixtures operate properly?

YES -- NO Have you seen exposed electrical wiring inside or outside the residence?

YES -- NO Have you noticed sewage leaking from inside or outside of the residence?

YES -- NO Have you noticed water leaking from inside or outside of the residence?

YES -- NO Are any of the drains clogged?

YES -- NO Have you noticed the odor of gas inside or outside of the residence?

YES-- NO Where evidence of infestation exists, has the dwelling been exterminated within the last 30 days?

YES -- NO Is there broken glass in the window or door frames?

YES -- NO Do the windows and doors lock properly?

YES -- NO Is there a door viewer (peephole) installed in each exterior door?

YES -- NO Is there a keyless bolting device on exterior doors that doesn't require special knowledge or tools to open?

YES -- NO If a sliding door is present, is it equipped with a pin lock?

YES -- NO Is the building marked with contrasting property address numbers?

YES -- NO Is the dwelling unit number marked at the entrance to the unit?

YES -- NO Has the Landlord advised the tenant the appropriate way to report problems to the Landlord?

YES-- NO In case of an emergency, does the tenant have an evacuation plan?

Where is your meeting place? _____

If the Tenant disagrees with any notation made by the Landlord, the Landlord shall permit the Tenant to make comments on the space below prior to signing it.

The Tenant has been advised to contact the following named property employee, Resident Service Center at telephone number 682-269-2862, where this employee can be contacted during any twenty-four period, to respond to emergencies such as a fire, natural disaster, flood, collapse hazard, burst pipes or violent crime.

The Tenant has been advised: TO REPORT UNRESOLVED VIOLATIONS OF CITY CODE MAINTENANCE STANDARDS FOR THESE PREMISES, CONTACT THE CODE COMPLIANCE DEPARTMENT AT 817-392-1234.

We the Tenant and Landlord confirm, the above inspection report reasonably depicts the general condition of apartment address 405 Crawford St Apt# 2145 #2145, Fort Worth, TX 76104 on 04/29/2025 (MM/DD/YYYY). The Landlord must provide a copy of this signed form to the tenant. The Landlord must maintain this form for a minimum of three (3) years, and make it available for examination by the Code Compliance Department.

Tenant's Signature

Landlord's Signature

EXHIBIT “A-3”

Move In Inspection - The Bowery at Southside

Question	Response
Tenant:	t0249152 - Kathryn Copeland - 2145 - Current
Property:	The Bowery at Southside
Unit:	2145
Email:	k.m.copeland@tcu.edu quinnandpoppy@gmail.com
Inspection Sent Date:	10/24/2023 4:04 PM
Inspection Submitted Date:	10/26/2023 12:00 AM
Resident Name who filled out inspection form:	Kathryn Copeland
Explain: (If name doesn't match)	

Damage Notes

#	Damage	Location	Action Needed?	Comments	Picture
1	Trim piece fell off door blinds.	Living Room			
2	Hardware missing and blinds not connected at bottom.	Living Room			



3 Twist blinds difficult to open with my joint health problem. Please modify to pull tie like other blinds.

Living Room

4 Twist blinds difficult to open

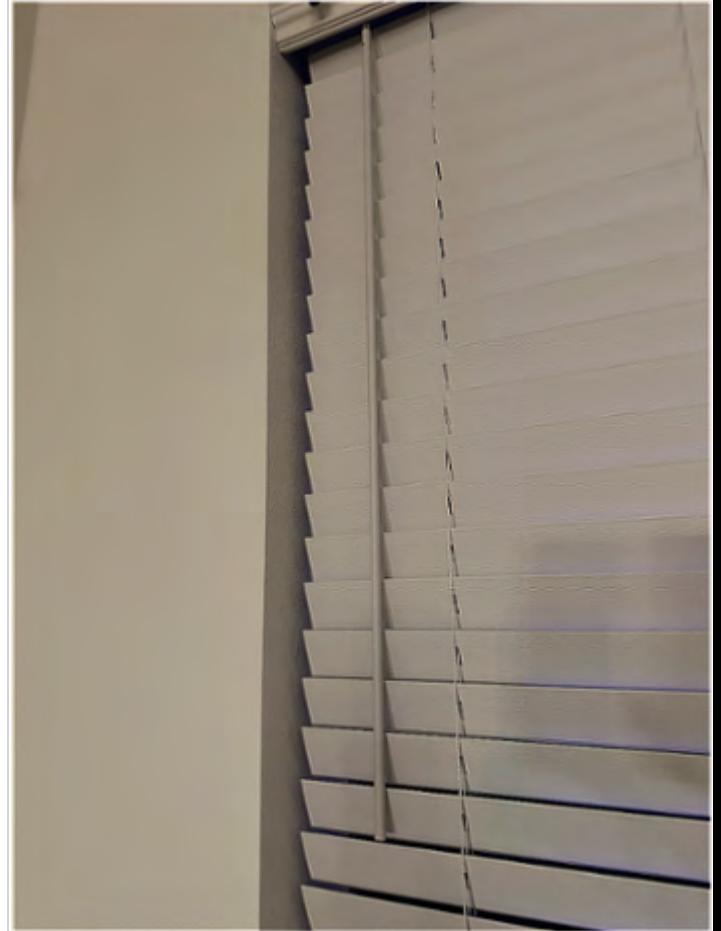
Living Room

with my joint health problem.
Please modify to pull tie like other blinds.



5 Twist blinds difficult to open with my joint health problem.
Please modify to pull tie like other blinds.

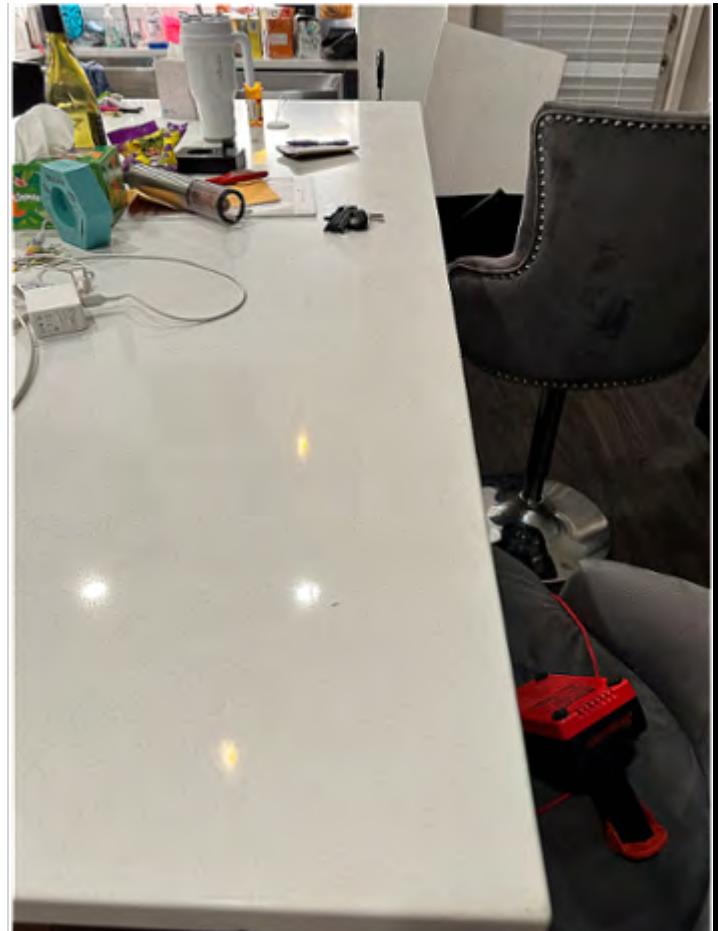
Living Room



6 General nicks and marks

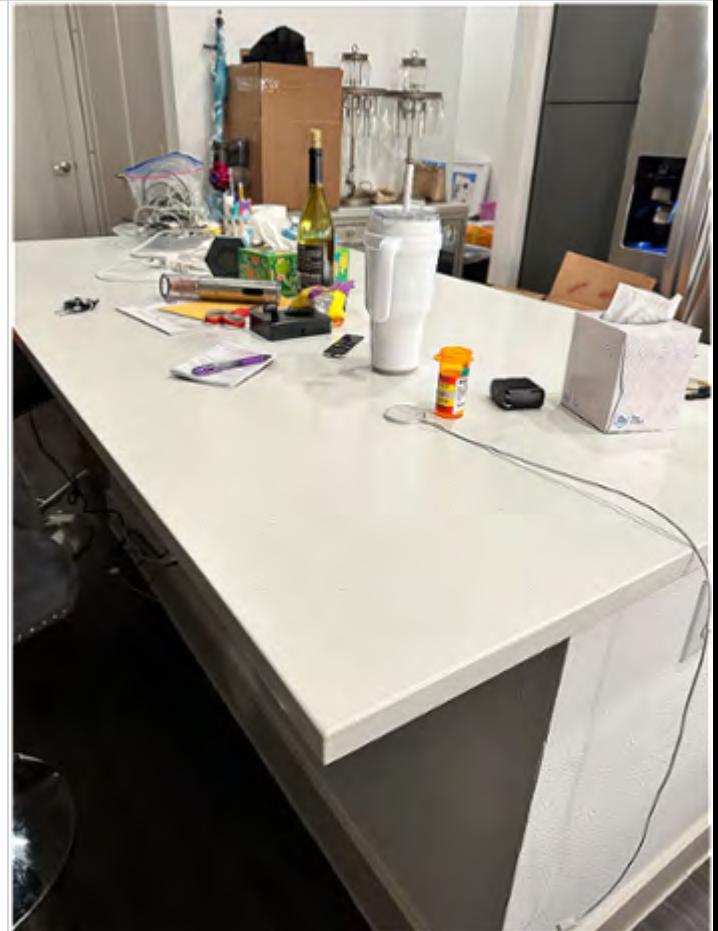
Kitchen

from prior
renters.



7 General nicks
and marks
from prior
renters.

Kitchen



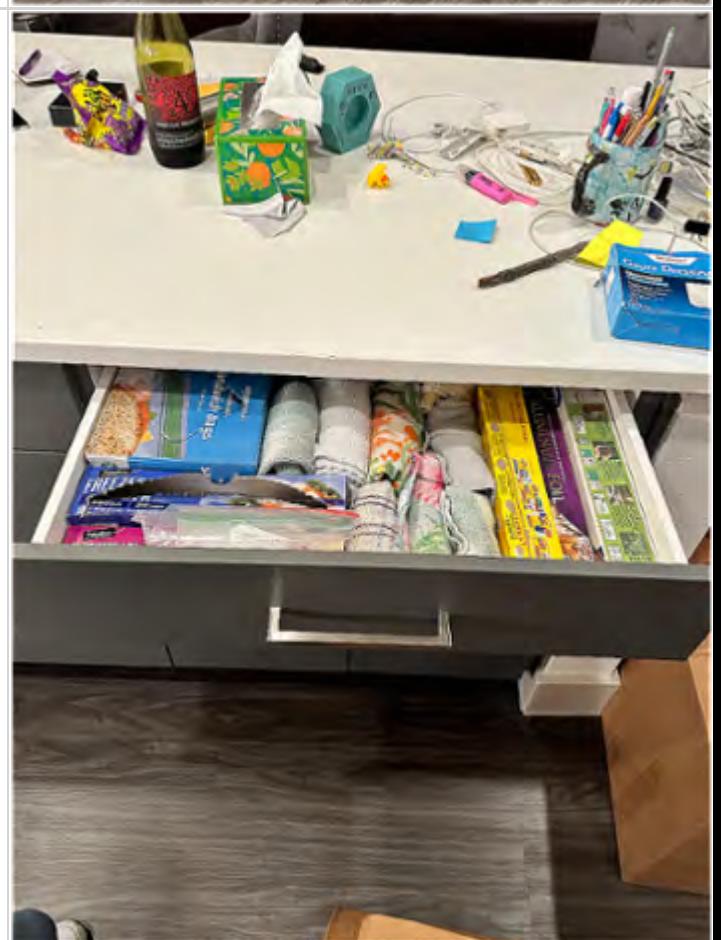
8 Island drawer 1
is difficult to

Kitchen

open. Perhaps they all need WD40? Or an adjustment?



9 Island drawer 2 Kitchen
is difficult to open. Perhaps they all need WD40? Or an adjustment?



10 General nicks and marks on Kitchen

countertops
from prior
renters.



11 Twist blinds
difficult to open
with my joint
health
problem.
Please modify
to pull tie like
other blinds.

Primary
Bedroom



12 Top trim piece
from blinds is

Primary
Bedroom

missing.



13 Fan makes
clicking sound
when running.
May be
unbalanced?

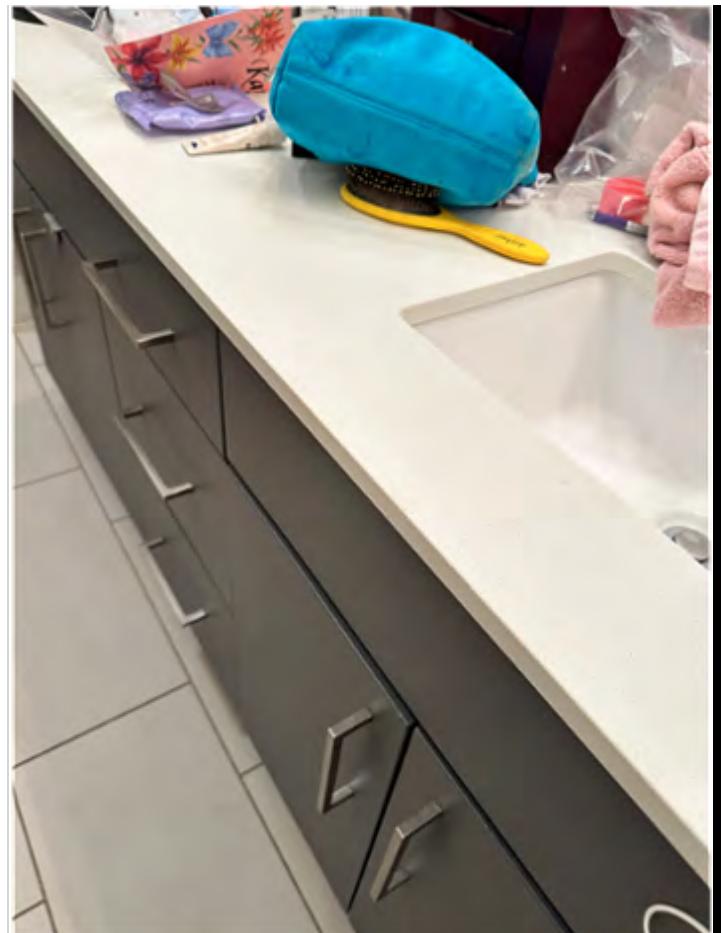
Primary
Bedroom



14 General nicks
and marks on

Primary
Bathroom

countertops
from prior
renters.



15 It seems like
this toilet seat
doesn't go with
this toilet.
Strange to sit
on.

Primary
Bathroom



16 Laundry door 1
doesn't close

Other

well.



17 Laundry door 2 Other
doesn't close
well.



18 Washer
doesn't turn on. Other



19 Water pressure low. I have a different shower head that may fix the problem.

2nd Full
Bathroom

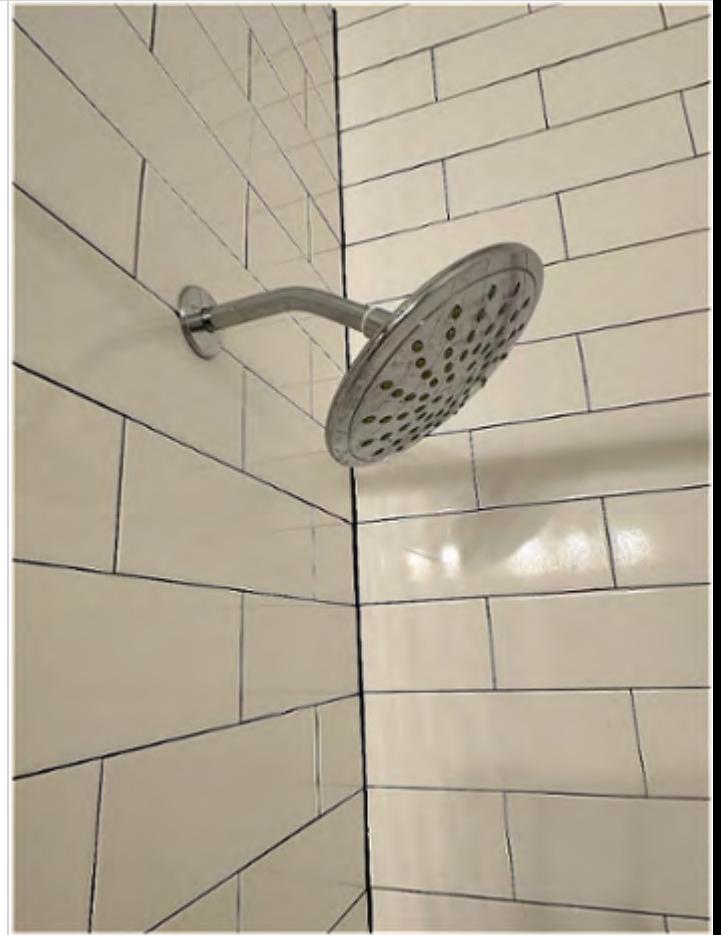


EXHIBIT “A-4”

**NOTICE OF TERMINATION
END OF TERM**

08/26/2025

Kathryn Copeland, all other occupants
405 Crawford Street #2145
Fort Worth, TX 76104 (the "Premises")

TAKE NOTICE that according to the terms and conditions of the Lease Agreement by and between Landlord, The Bowery at Southside and Tenant(s):

Kathryn Copeland, all other occupants

Your Lease or Rental Agreement is hereby terminated on October 26, 2025 and Landlord hereby requires and demands possession of the Premises. Failure to vacate your apartment premises on October 26, 2025 will result in legal action for possession of the premises, damages for holding over, and a request for attorney's fees and court costs. During the period between the date of the Notice of Termination and the date you have vacated the property, all rental payments made by you will be accepted with reservation and will not affect the termination of the terms as provided herein.

Please contact the Leasing Office at 833-887-1948 during normal business hours as posted to advise the Manager of the date you will vacate the premises and to make arrangements for the checkout inspection if you desire to be present. Your prompt attention to this matter is both necessary and appreciated.

I hereby certify that a true and exact copy of this Notice was mailed via U.S. Mail, first class, postage prepaid, to the tenants at the address above on 08/26/25.

By: *Kodi Walker*
Authorized Representative of
Weinstein Management Co., Inc.

EXHIBIT “A-5”

Work Order #3018597 Functions

Status	Work Completed	Vendor	Display Type	Default
Reason		Expense Type	Brief Description	The AC in our unit is not working.
Property	tbow	Company	Occupant Code	t0224855
	The Bowery at SouthSide 220 E Broadway Ave Fort Worth TX, 76104	Funding Entity	Occupant Name	
Building		Template	Caller Name	
Floor			Caller Phone	
Unit	2145	Priority	Caller Email	
	405 Crawford St Apt# 2 Fort Worth TX, 76104	Category	Related WO	
Location		SubCategory	Origin	OL
Bill To	t0224855	Resolution	Created By	On 09/04/2023
Asset		Due Date & Time	Updated By	Weinstein_M... On 09/05/2023

Access/Entry Notes Ok to Enter No Follow Up Problem Description
Knock on the door or call me if nobody answers the door. The AC in our unit is not working. It's 80+ degrees in my apartment

General Info	Billing Info	Status Dates												
Duplicate? User defined 2 User defined 3 User defined 4 User defined 5 User defined 6	Batch Name Invoice Number Invoice Date	<table border="1"> <thead> <tr> <th>WO Status</th> <th>Date</th> <th>Time</th> </tr> </thead> <tbody> <tr> <td>Call</td> <td>09/04/2023</td> <td>7:00 PM</td> </tr> <tr> <td>In Progress</td> <td>09/05/2023</td> <td>8:35 AM</td> </tr> <tr> <td>Work Completed</td> <td>09/05/2023</td> <td>12:30 PM</td> </tr> </tbody> </table>	WO Status	Date	Time	Call	09/04/2023	7:00 PM	In Progress	09/05/2023	8:35 AM	Work Completed	09/05/2023	12:30 PM
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In Progress	09/05/2023	8:35 AM												
Work Completed	09/05/2023	12:30 PM												
Totals	Payables/Charges	Approvals												
Comm Type: Amount 0.00 Total Comm Pay 0.00 Total Pay 0.00 Total Comm Charge 0.00 Total Tax Charge Total Charge 0.00	Payable Batch Charge Batch WO CMP <input type="checkbox"/>	Workflow Status Current Step Next Step <input type="button" value="▼"/> Notes												
Full Description The AC in our unit is not working. It's 80+ degrees in my apartment	Technician Notes unclogged drain Thaks	Tenant Responsible <input type="checkbox"/>												

Vendor Notes

Work Order #3018943		Functions		Jump To																																								
Status	Work Completed	Vendor		Display Type	Default																																							
Reason		Expense Type		Brief Description	Thermostat still working but seems																																							
Property	<u>tbow</u> The Bowery at Southside 220 E Broadway Ave Fort Worth TX, 76104	Company		Occupant Code	<u>t0224855</u>																																							
Building		Funding Entity		Occupant Name																																								
Floor		Template	<input type="button" value="Load"/>	Caller Name																																								
Unit	<u>2145</u> 405 Crawford St Apt# 2 Fort Worth TX, 76104	Priority	Normal	Caller Phone																																								
Location		Category	Heating and Air	Caller Email																																								
Bill To	<u>t0224855</u>	SubCategory	A/C	Related WO																																								
Asset		Resolution		Origin	OL																																							
		Due Date & Time		Created By	;																																							
				Updated By	kowalker@w... On 08/15/2025																																							
<p>Access/Entry Notes Ok to Enter <input checked="" type="checkbox"/> No Follow Up <input type="checkbox"/> Problem Description</p> <p>I work from home so just knock and I should be home.</p> <p>Thermostat still working but seems like A/C is blowing hot air. I have it set to 68 on cool but it's 77 in my apartment</p>																																												
<input type="button" value="Edit"/> <input type="button" value="New"/> <input type="button" value="Print"/> <input type="button" value="Help"/> <input type="button" value="View Occupant"/> <input type="button" value="Create PO"/> <input type="button" value="Create Electronic PO"/> <input type="button" value="Ready To Post?"/>																																												
<input type="button" value="Other Info"/> <input type="button" value="Labor"/> <input type="button" value="Labor Payables/Charges"/> <input type="button" value="Material"/> <input type="button" value="Workflow"/> <input type="button" value="Approvers"/> <input type="button" value="Audit History"/>																																												
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Weinstein Management Co. Inc
 3951 Stillman Pkwy
 Glen Allen, VA 23060
 Office (804) 967-5100x

Work Order No. 3259400
Date Call: 6/1/2024 7:08:03 PM

Status	Work Completed	Date Completed:	6/3/2024 8:06:20 AM
		Brief Desc:	It is not cooling my apartment, sta
		Job Site:	tbow/2145 405 Crawford St Apt# 2145 Fort Worth, TX 76104
Caller Name:	Kathryn Copeland	Caller Phone:	(817) 789-8498x
		Occupant:	Copeland (t0249152)
		Home	(817) 789-8498x
Priority:	Emergency Night		
Ok to enter?	YES		
Category:	Heating and Air	SubCategory:	A/C

Access Notes: Dogs are usually in their crate

Problem Description: It is not cooling my apartment, started over the past few days.
 **paged out 6-1 @ 8:10PM EST

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Joel Cervantes	Jesus Cervantes -	0.00	Total

Authorized by: _____

Signed by: _____

Dated: _____

Invoice No.: _____

Weinstein Management Co. Inc
 3951 Stillman Pkwy
 Glen Allen, VA 23060
 Office (804) 967-5100x

Work Order No. 3351949
Date Call: 8/29/2024 10:50:39 AM

Status	Work Completed	Date In Progress:	8/29/2024 1:48:16 PM
		Date Completed:	8/29/2024 3:17:54 PM
		Brief Desc:	I think there may be a leak under m
		Job Site:	tbow/2145 405 Crawford St Apt# 2145 Fort Worth, TX 76104
Caller Name:	Kathryn Copeland	Caller Phone:	(817) 789-8498x
		Occupant:	Copeland (t0249152)
		Home	(817) 789-8498x
Priority:	Normal		
Ok to enter?	YES		
Category:	Plumbing	SubCategory:	Sink

Problem Description: I think there may be a leak under my kitchen sink because my trash bags were wet. There is also a bit of a smell.

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Jose Xolalpa	Jose Xolalpa -	0.00	
				Total

Authorized by: _____

Signed by: _____

Dated: _____

Invoice No.: _____

Technician Notes: could not find leak but noticed items leaning on both water lines.

Weinstein Management Co. Inc
 3951 Stillman Pkwy
 Glen Allen,VA 23060
 Office (804) 967-5100x

Work Order No. 3366861
Date Call: 9/15/2024 10:14:00 PM
Date In Progress: 9/16/2024 10:13:34 AM
Status Work Completed
Date Completed: 10/2/2024 8:14:41 AM
Brief Desc: I noticed a wet spot by the door in
Job Site: tbow/2145
 405 Crawford St Apt# 2145
 Fort Worth,TX 76104

Caller Name: Kathryn Copeland **Caller Phone:** ((81) 7)7-89-8x 498
Occupant: Copeland (t0249152)
Priority: Normal **Home** (817) 789-8498x
Ok to enter? YES
Category: Carpet **SubCategory:** Clean Common

Problem Description: I noticed a wet spot by the door in my second bedroom. I thought maybe a pet had an accident or something so I cleaned it up. I just got home from dinner and stepped in that room again and it was soaking wet. I think there's a leak underneath the carpet. I hear running water sometimes through the walls.

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Jose Xolalpa	Jose Xolalpa -	0.00	Total

Authorized by: _____
Signed by _____
Dated _____
Invoice No. _____

Weinstein Management Co. Inc
 3951 Stillman Pkwy
 Glen Allen, VA 23060
 Office (804) 967-5100x

Work Order No. 3366347
Date Call: 9/14/2024 12:41:57 PM

Status Work Completed **Date In Progress:** 9/16/2024 10:13:20 AM

Date Completed: 9/16/2024 1:48:15 PM
Brief Desc: Please change my air filter. Please

Job Site: tbow/2145
 405 Crawford St Apt# 2145
 Fort Worth, TX 76104

Caller Name: Kathryn Copeland **Caller Phone:** (817) 789-8498x
Occupant: Copeland (t0249152)

Priority: Normal **Home** (817) 789-8498x

Ok to enter? YES

Category: Heating and Air **SubCategory:** Air Filter Vent

Problem Description: Please change my air filter. Please also check to see if my A-C is working correctly. It seems like it's not running quite right or the fan isn't strong enough.

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Jose Xolalpa	Jose Xolalpa -	0.00	
				Total

Authorized by: _____
Signed by: _____
Dated: _____
Invoice No. _____

Weinstein Management Co. Inc
 3951 Stillman Pkwy
 Glen Allen, VA 23060
 Office (804) 967-5100x

Work Order No. 3372481
Date Call: 9/21/2024 3:30:00 PM

Status	Work Completed	Date Completed:	9/23/2024 8:44:36 AM
		Brief Desc:	A-c leaking again
		Job Site:	tbow/2145 405 Crawford St Apt# 2145 Fort Worth, TX 76104
Caller Name:	Kathryn Copeland	Caller Phone:	((81) 7)7-89-8x 498
		Occupant:	Copeland (t0249152)
		Home	(817) 789-8498x
Priority:	Emergency Night		
Ok to enter?	YES		
Category:	Heating and Air	SubCategory:	A/C

Problem Description: **A-c leaking again - paged out on 9-21-24 at 3:49PM

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Jose Xolalpa	Jose Xolalpa -	0.00	Total

Authorized by: _____
Signed by: _____
Dated: _____
Invoice No.: _____

Weinstein Management Co. Inc
 3951 Stillman Pkwy
 Glen Allen, VA 23060
 Office (804) 967-5100x

Work Order No. 3385935
Date Call: 10/7/2024 12:34:18 AM
Date In Progress: 10/7/2024 8:21:59 AM
Status Work Completed
Date Completed: 10/7/2024 10:14:23 AM
Brief Desc: Inside the front door in the corner
Job Site: tbow/2145
 405 Crawford St Apt# 2145
 Fort Worth, TX 76104

Caller Name: Kathryn Copeland **Caller Phone:** (817) 789-8498x
Occupant: Copeland (t0249152)
Home **Priority:** Normal **Home** **(817) 789-8498x**
Ok to enter? YES
Category: Other **SubCategory:** Other

Problem Description: Inside the front door in the corner, it looks like there is mold growing on the wall.

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Jose Xolalpa	Jose Xolalpa -	0.00	
Total				
Authorized by:				
Signed by				
Dated				
Invoice No.				

Technician Notes: treated small area. not mold

Weinstein Management Co. Inc
 3951 Stillman Pkwy
 Glen Allen, VA 23060
 Office (804) 967-5100x

Work Order No. 3502602
Date Call: 2/24/2025 12:05:35 PM

Status	Work Completed	Date In Progress:	2/24/2025 1:30:27 PM
		Date Completed:	2/24/2025 3:54:02 PM
		Brief Desc:	Please change filter.
		Job Site:	tbow/2145 405 Crawford St Apt# 2145 Fort Worth, TX 76104
Caller Name:	Kathryn Copeland	Caller Phone:	(817) 789-8498x
		Occupant:	Copeland (t0249152)
		Home	(817) 789-8498x
Priority:	Normal		
Ok to enter?	YES		
Category:	Heating and Air	SubCategory:	Air Filter Vent

Problem Description: Please change filter.

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Jose Xolalpa	Jose Xolalpa -	0.00	
				Total
				Authorized by: _____
				Signed by: _____
				Dated: _____
				Invoice No.: _____

Technician Notes: new filter installed

Weinstein Management Co. Inc
3951 Stillman Pkwy
Glen Allen, VA 23060
Office (804) 967-5100x

Work Order No.	3510659
Date Call:	3/5/2025 12:47:27 PM
Date Due:	3/5/2025 12:00:00 AM
Date In Progress:	3/5/2025 3:58:16 PM
Date Completed:	3/6/2025 8:47:18 AM
Brief Desc:	I noticed mold growing again .
Job Site:	tbow/2145 405 Crawford St Apt# 2145 Fort Worth,TX 76104

Caller Name: Kathryn Copeland

Caller Phone: (817) 789-8498x

Occupant: Copeland (t0249152)

Job Site:

throw/2145

405 Crawford St Apt# 2145
Fort Worth TX 76104

Caller Name: Kathryn Copeland

Caller Phone: (817) 789-8498x

Occupant: Copeland (t0249152)

Priority: Normal

Volume

Ok to enter?

HOME (800) 762-0000

Category: Other

SubCategory:

Problem Description: I noticed mold growing again .

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Jose Xolalpa	Jose Xolalpa -	0.00	

Authorized by:

Signed by

- 5 -

Dated

Dated _____

Technician Notes: treated for mildew and killz

Weinstein Management Co. Inc
 3951 Stillman Pkwy
 Glen Allen, VA 23060
 Office (804) 967-5100x

Work Order No. 3525904
Date Call: 3/24/2025 12:12:41 AM

Status Work Completed **Date In Progress:** 3/24/2025 8:20:40 AM

Date Completed: 3/24/2025 10:56:14 AM
Brief Desc: I have a reminder on my calendar to

Job Site: tbow/2145
 405 Crawford St Apt# 2145
 Fort Worth, TX 76104

Caller Name: Kathryn Copeland **Caller Phone:** (817) 789-8498x
Occupant: Copeland (t0249152)

Home **(817) 789-8498x**

Priority: Normal
Ok to enter? YES
Category: Heating and Air **SubCategory:** Air Filter Vent

Problem Description: I have a reminder on my calendar to ask you to check the air filter. Thank you.

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Jose Xolalpa	Jose Xolalpa -	0.00	
				Total
				Authorized by: _____
				Signed by _____
				Dated _____
				Invoice No. _____

Technician Notes: new filter

Weinstein Management Co. Inc

3951 Stillman Pkwy
Glen Allen,VA 23060
Office (804) 967-5100x

Work Order No. 3592514
Date Call: 6/3/2025 3:42:07 PM
Date Due: 6/3/2025 12:00:00 AM

Status Work Completed

Date In Progress: 6/4/2025 7:58:48 AM
Date Completed: 6/4/2025 8:23:39 AM
Brief Desc: Hi - I am not sure if it is the A/C
Job Site: tbow/2145
405 Crawford St Apt# 2145
Fort Worth,TX 76104

Caller Name: Kathryn Copeland

Caller Phone: (817) 789-8498x
Occupant: Copeland (t0249152)

Home (817) 789-8498x

Priority: Normal

Ok to enter? YES

Category: Heating and Air

SubCategory: A/C

Problem Description: Hi - I am not sure if it is the A/C or a leak somewhere, but I hear a consistent dripping or splashing sound in my main living area. It's pretty noticeable.

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Jose Xolalpa	Jose Xolalpa -	0.00	
Total				

Authorized by: _____

Signed by: _____

Dated: _____

Invoice No.: _____

Technician Notes: unclogged drain

Weinstein Management Co. Inc
 3951 Stillman Pkwy
 Glen Allen,VA 23060
 Office (804) 967-5100x

Work Order No. 3608121
Date Call: 6/18/2025 2:29:54 PM

Status	Work Completed	Date Completed:	6/18/2025 4:21:06 PM
		Brief Desc:	I think there maybe be a leak or so
		Job Site:	tbow/2145 405 Crawford St Apt# 2145 Fort Worth,TX 76104
Caller Name:	Kathryn Copeland	Caller Phone:	(817) 789-8498x
		Occupant:	Copeland (t0249152)
		Home	(817) 789-8498x
Priority:	Normal		
Ok to enter?	YES		
Category:	Heating and Air	SubCategory:	A/C

Problem Description: I think there maybe be a leak or something in the A/C system cause I hear that splashing sound again. And just now I heard something that sounded like a lot of water. I recorded it on my phone for you

Parts & Labor

Quantity/ Hours	Item Type/ Employee Name	Description	Unit Price	Total
0.0000	Jose Xolalpa	Jose Xolalpa -	0.00	
				Total

Authorized by:
Signed by:
Dated:
Invoice No.:

Technician Notes: Unclogged drain

EXHIBIT “A-6”

Subject: RE: URGENT HEALTH & SAFETY ISSUE – Formal Notice & Request for Accommodations – The Bowery at Southside Unit #2145
Date: Friday, June 27, 2025 at 3:42:00 PM Central Daylight Time
From: The Bowery - Kodi Walker
To: Copeland, Katie
Attachments: image002.jpg, image003.jpg

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie,

Thank you for bringing your concerns to our attention regarding the presence of mold in your home. We understand the seriousness of your concerns and want to reassure you that we are taking prompt and appropriate action to address the issue.

As you are aware myself and my supervisor have assessed the area and confirmed that there is no active leak and no moisture present in the walls. This project is isolated and manageable.

Based on this assessment, we will need to conduct removal of the affected areas immediately. The areas included will be inside the AC closet, outside of the AC closet, behind the door of the guest bedroom, and the left side of the front door. The scope of work will be non-invasive, and no drying equipment such as fans is required. All remediation will be handled in-house by our qualified team.

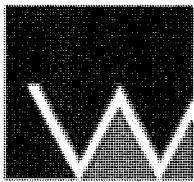
Please note that your home is safe to occupy during this process, and relocation is not necessary. If you prefer not to remain in the home during the work, you are welcome to consult with your renter's insurance provider regarding temporary accommodation options.

Thank you once again for allowing us access to your home. This project is important to us, and we're committed to resolving the issue as quickly as possible with minimal disruption to you.

We're ready to begin removing any affected areas today, with the goal of completing the necessary repairs by Monday. To keep things moving smoothly, we'll need your continued cooperation and access to the area.

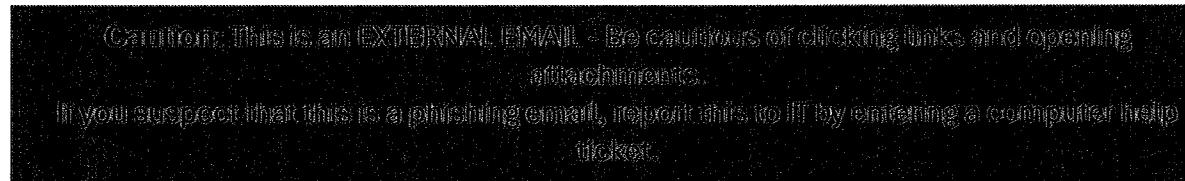
Please let us know if you have any questions or concerns. We appreciate your support and look forward to getting everything resolved promptly.

Thank you,



Kodi Walker | Property Manager
The Bowery at Southside Apartments
220 East Broadway Ave. | Fort Worth, TX 76104
Call or Text **833.887.1948**
[WEBSITE](#) | [RESIDENT SERVICES](#)

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Friday, June 27, 2025 9:58 AM
To: The Bowery at Southside <thebowery.reply.weinstein@aptleasing.info>; The Bowery <theboweryoffice@weinsteinproperties.com>; wp@weinsteinproperties.com; aweberstein@weinsteinproperties.com
Subject: URGENT HEALTH & SAFETY ISSUE – Formal Notice & Request for Accommodations – The Bowery at Southside Unit #2145
Importance: High



To whom it may concern,

Please find attached a formal demand letter regarding the confirmed presence of toxic mold in my apartment (#2145 at The Bowery at Southside) and Weinstein Properties' failure to adequately respond to multiple notices of this health hazard. A licensed environmental consultant has now declared the unit "unfit for human occupancy."

This matter is time-sensitive due to both my medical condition and the current shortage of nearby lodging, as noted in the attached news article. I am asking for your immediate help with relocation to avoid further medical harm.

Thank you for your prompt attention to this serious issue.

Warmly,
Katie Copeland
817-789-8498

EXHIBIT “A-7”



Outlook

RE: ADA/FHA Accommodation Request and Notice of Urgent Health Risk – Unit #2145

From The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>
Date Mon 6/30/2025 5:42 PM
To Copeland, Katie <K.M.COPELAND@tcu.edu>

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie –

I want to start by emphasizing that your health and safety are always our top priority. We take this matter very seriously, and I want to personally assure you that our team is trained to follow all EPA guidelines when performing repairs of this nature. The work we're prepared to carry out is aligned with these standards to ensure everything is handled safely and effectively.

I want to confirm that there is no active leak detected in your home, and all necessary repairs have already been completed. Our team has conducted a thorough assessment, and moisture readings confirm that the area is dry. With no signs of water present, there is no risk of continued mold growth at this time.

City's Codes and Compliance department recently stopped by and informed us that they had visited your home. While we have not yet received an official report, they have requested that the necessary repairs be completed timely. With that in mind, we would like to schedule the repair work for tomorrow to resolve this quickly and minimize any disruption to your routine. This includes, but is not limited to, the replacement of baseboards and effected areas of sheetrock. The work is limited in scope, non-invasive, and can be completed within a day with minimal to no disruption to your daily routine. However, if you would prefer for us to complete the work while you are away from the home for your own peace of mind, we are more than happy to coordinate a time that works better for you.

As mentioned, the scope of the work is limited, non-invasive, and will be completed within a day. Based on our assessment, there is no need for you to vacate the home or arrange for hotel accommodations. At this time, we are not able to accommodate requests for relocation or hotel reimbursement. However, if you feel that remaining in the home during this process is not comfortable for you, we completely understand and want to support you. We're happy to offer the option to transfer to another unit or to end your lease early without penalty.

Since you reported this issue, it is important that we demonstrate our responsiveness and complete the necessary repairs.

Please feel free to reach out with any questions or concerns!

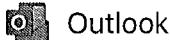
Thank you,



Kodi Walker | Property Manager
The Bowery at Southside Apartments
220 East Broadway Ave. | Fort Worth, TX 76104
Call or Text **833.887.1948**
[WEBSITE](#) | [RESIDENT SERVICES](#)

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Monday, June 30, 2025 2:09 PM

EXHIBIT “A-8”



Outlook

FW: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

From: Jessika Calkins <jcalkins@weinsteinproperties.com>
Date: Mon 7/7/2025 4:59 PM
To: Copeland, Katie <K.M.COPELAND@tcu.edu>
Cc: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie- after our conversation on Saturday, I wanted to follow up with you via email, as I know you prefer to keep communication in writing.

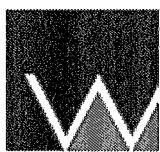
We're currently working on bringing in a specialist to complete the necessary work. We've reached out to several contractors to gather pricing and determine how quickly they can get started for you. In the meantime, we're happy to place you in a hotel for a few days while we schedule and complete the repairs. As soon as the work is finished, you'll be able to move back into your home.

Would you like us to check availability at The Nobleman and Doggy Diggs starting tonight or tomorrow? Also, just a suggestion—there are some pet-friendly hotels in the area, and we're happy to consider those if you'd prefer to keep your furry companions with you.

Once we have a specialist ready to go, we'll update you on the scheduling of the work. Someone from our team will also be onsite to accompany the specialist during the visit.

Please let us know your preference so we can coordinate everything for you.

Thanks,

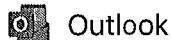


Jessika Calkins Area Manager
Weinstein Properties
p: 804.665.2272
a: 3951 Stillman Parkway Glen Allen, VA 23060

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Friday, July 4, 2025 12:39 PM
To: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>; Lile Benaicha <lbenacha@weinsteinproperties.com>; Kelly Smith <ksmith@weinsteinproperties.com>; j.lancaster@weinsteinproperties.com <j.lancaster@weinsteinproperties.com>; i.jecklin@weinsteinproperties.com <i.jecklin@weinsteinproperties.com>; j.price@weinsteinproperties.com <j.price@weinsteinproperties.com>
Subject: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

Caution: This is an EXTERNAL EMAIL - Be cautious of clicking links and opening attachments.

EXHIBIT “A-9”



RE: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

From The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

Date Tue 7/8/2025 2:07 PM

To Jessika Calkins <jcalkins@weinsteinproperties.com>; Copeland, Katie <K.M.COPELAND@tcu.edu>

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie –

I wanted to follow up on the below. We are able to have a technician out from ServPro today after 2pm to do an inspection of your home in order to start remediation processes.

I know you have concerns regarding being home at this time, so please let me know if this will work for you as we would like to get this resolved as soon as possible.

We are prepared to make reservations for you to remain offsite while the repairs are being conducted if you could please let me know your preference on the options listed in the prior email.

Thank you,



Kodi Walker | Property Manager
The Bowery at Southside Apartments
220 East Broadway Ave. | Fort Worth, TX 76104
Call or Text **833.887.1948**
[WEBSITE](#) | [RESIDENT SERVICES](#)

From: Jessika Calkins <jcalkins@weinsteinproperties.com>

Sent: Monday, July 7, 2025 5:00 PM

To: K.M.COPELAND@tcu.edu

Cc: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

Subject: FW: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

Hi Katie- after our conversation on Saturday, I wanted to follow up with you via email, as I know you prefer to keep communication in writing.

We're currently working on bringing in a specialist to complete the necessary work. We've reached out to several contractors to gather pricing and determine how quickly they can get started for you. In the meantime, we're happy to place you in a hotel for a few days while we schedule and complete the repairs. As soon as the work is finished, you'll be able to move back into your home.

Would you like us to check availability at The Nobleman and Doggy Diggs starting tonight or tomorrow? Also, just a suggestion—there are some pet-friendly hotels in the area, and we're happy to consider those if you'd prefer to keep your furry companions with you.



Outlook

RE: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

From: Jessika Calkins <jcalkins@weinsteinproperties.com>
Date: Wed 7/9/2025 5:34 PM
To: Copeland, Katie <K.M.COPELAND@tcu.edu>
Cc: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie- we wanted to follow up and let you know that this Friday, we have scheduled a visit from our vendor, ServPro, to assess the current condition of your home. ServPro will be inspecting the area, noting all required materials, and confirming whether what next steps or measures are needed to complete the work. Once we receive their scope of work and if another vendor is needed to perform the repairs, we'll be sure to update you. A member of our team will accompany ServPro during the inspection at your home on Friday.

We also wanted to note that we haven't heard back from you regarding our previous communications. We're still more than happy to discuss everything we previously mentioned, including temporary hotel accommodations.\

Please don't hesitate to reach out if you have any questions.

Thanks,

 **Jessika Calkins Area Manager**
Weinstein Properties
p: 804.665.2272
a: 3951 Stillman Parkway Glen Allen, VA 23060

From: Jessika Calkins
Sent: Monday, July 7, 2025 5:00 PM
To: K.M.COPELAND@tcu.edu
Cc: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>
Subject: FW: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

Hi Katie- after our conversation on Saturday, I wanted to follow up with you via email, as I know you prefer to keep communication in writing.

We're currently working on bringing in a specialist to complete the necessary work. We've reached out to several contractors to gather pricing and determine how quickly they can get started for you. In the meantime, we're happy to place you in a hotel for a few days while we schedule and complete the repairs. As soon as the work is finished, you'll be able to move back into your home.

Would you like us to check availability at The Nobleman and Doggy Diggs starting tonight or tomorrow? Also, just a suggestion—there are some pet-friendly hotels in the area, and we're happy to consider those if you'd prefer to keep your furry companions with you.



Outlook

RE: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

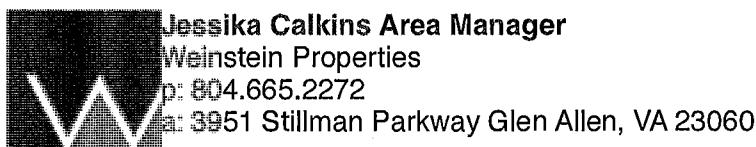
From: Jessika Calkins <jcalkins@weinsteinproperties.com>
Date: Fri 7/11/2025 8:47 AM
To: Copeland, Katie <K.M.COPELAND@tcu.edu>
Cc: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie- thank you for reaching out and inquiring about a transfer. We're happy to move forward with the option of transferring you to one of our sister communities. We will also be happy to waive the transfer fee for this. Have you had a chance to review their pricing and availability, and do you have a specific home in mind? We'll need to know your preferred transfer date, along with a few additional steps to complete our transfer process but we're happy to assist you with that.

I wanted to confirm that a contractor who is specialized in mold, scheduled to visit your home today to inspect and assess the unit before any work begins. Please let us know your thoughts on the transfer so we can begin working on this for you.

Thanks,



From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Thursday, July 10, 2025 12:54 PM
To: Jessika Calkins <jcalkins@weinsteinproperties.com>
Cc: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>
Subject: Re: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

Caution: This is an EXTERNAL EMAIL - Be cautious of clicking links and opening attachments.

If you suspect that this is a phishing email, report this to IT by entering a computer help ticket.

FOR SETTLEMENT PURPOSES ONLY — NOT ADMISSIBLE AS EVIDENCE UNDER TEX. R. EVID. 408

I am writing in the spirit of exploring early resolution options that could meet both parties' needs while



Re: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Date: Fri 7/11/2025 10:53 AM
To: Jessika Calkins <jcalkins@weinsteinproperties.com>
Cc: Kodi Walker The Bowery <kowalker@weinsteinproperties.com>

Are they licensed mold assessment consultants?

I was thinking about the Bexley at Clearfork, but not sure of options. Can you give me details on availability?

I'm really not feeling well today. The mold just keeps making me feel worse and worse. I'm going to try and get some rest.

Katie Copeland
817-789-8498

On Jul 11, 2025, at 8:47 AM, Jessika Calkins <jcalkins@weinsteinproperties.com> wrote:

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie- thank you for reaching out and inquiring about a transfer. We're happy to move forward with the option of transferring you to one of our sister communities. We will also be happy to waive the transfer fee for this. Have you had a chance to review their pricing and availability, and do you have a specific home in mind? We'll need to know your preferred transfer date, along with a few additional steps to complete our transfer process but we're happy to assist you with that.

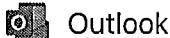
I wanted to confirm that a contractor who is specialized in mold, scheduled to visit your home today to inspect and assess the unit before any work begins. Please let us know your thoughts on the transfer so we can begin working on this for you.

Thanks,

<image001.png>
Jessika Calkins Area Manager

Weinstein Properties
p: 804.665.2272
a: 3951 Stillman Parkway Glen Allen, VA 23060

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Thursday, July 10, 2025 12:54 PM



RE: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

From The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

Date Fri 7/11/2025 12:59 PM

To Copeland, Katie <K.M.COPELAND@tcu.edu>; Jessika Calkins <jcalkins@weinsteinproperties.com>

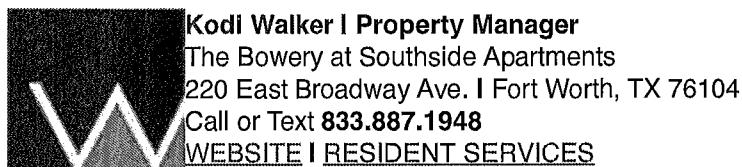
[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie,

Yes, this is going to be a licensed mold assessment being conducted by ServPro. My maintenance supervisor and I will also be present.

For availability at Bexley Clearfork – are you going to be interested in a 1, 2, or 3 bedroom home and I'd be happy to send you that information over!

Thanks,



From: Copeland, Katie <K.M.COPELAND@tcu.edu>

Sent: Friday, July 11, 2025 10:53 AM

To: Jessika Calkins <jcalkins@weinsteinproperties.com>

Cc: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

Subject: Re: NOTICE: 7-Day Statutory Period Expired - Mycotoxin Test Results & Relocation Request

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If you suspect that this is a phishing email, report this to IT by entering a computer help ticket.

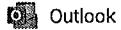
Are they licensed mold assessment consultants?

I was thinking about the Bexley at Clearfork, but not sure of options. Can you give me details on availability?

I'm really not feeling well today. The mold just keeps making me feel worse and worse. I'm going to try and get some rest.

Katie Copeland
817-789-8498

EXHIBIT “A-10”

**Request for Immediate Relocation to Hotel Due to Confirmed Mold Contamination**

From Copeland, Katie <K.M.COPELAND@tcu.edu>
Date Sat 7/12/2025 1:14 AM
To Kodi Walker The Bowery <kowalker@weinsteinproperties.com>
Cc Jessika Calkins <jcalkins@weinsteinproperties.com>

Hi Kodi,

Now that the presence of mold has been confirmed by a licensed assessor—and the licensed remediator has recommended bringing in an industrial hygienist for further evaluation—can we agree that a temporary hotel stay is appropriate while we figure out next steps?

Regarding the potential of transferring to another property, I am interested in two or three bedrooms and something with a yard or a patio for my dogs to stretch their legs. I noticed this option at Bexley Grapevine. I'm also open to Clearfork and Left Bank options.

I really appreciate your willingness to work with me on this. Please let me know what options might be available today.

Thank you,
Katie Copeland
817-789-8498



Outlook

RE: Request for Immediate Relocation to Hotel Due to Confirmed Mold Contamination

From: Jessika Calkins <jcalkins@weinsteinproperties.com>**Date:** Mon 7/14/2025 12:08 PM**To:** Copeland, Katie <K.M.COPELAND@tcu.edu>; The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

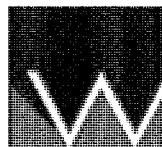
Hi Ms. Copeland- we're happy to accommodate your hotel reservation beginning today. Before we proceed, we just need to confirm your preference: Would you like to move forward with a pet-friendly hotel nearby so that you can bring your dogs with you, or would you prefer to continue having them boarded? If you'd like them boarded, we will need to reach out to Doggie Digs to confirm availability and ensure they can accommodate your pets. Your hotel stay will cover the period while we wait for ServPro's official report of their findings and remediation plan, which is expected by the end of the day today, and for the duration of the actual remediation work. We're hopeful the process will only take a few days, but we want to give you a heads-up so you can pack and prepare to be out of the home for several days.

Regarding your transfer request, during the inspection by both our team and ServPro, a strong pet urine odor was detected in the home. While we're willing to allow a transfer without penalty, the home still must pass inspection and be free of damages. If the odor has caused damage, there could be associated charges, and it may impact your eligibility to transfer. If you'd still like to explore transfer options, we suggest considering Bexley Grapevine, Bexley Clearfork, and Bexley Left Bank. You can check their websites or contact them directly for pricing and availability. If you'd like to move forward with the transfer, we recommend scheduling your transfer inspection as soon as possible so we can assess whether any damages would affect that process. You're also welcome to complete the remediation work first and revisit the transfer afterward just let us know how you'd like to proceed.

Also, our pest control vendor is scheduled to be in your home on Wednesday for an inspection and treatment. We'll keep you updated on anything that comes from that visit.

Please confirm your preference regarding the hotel and pets as soon as possible so we can finalize the reservation and get you checked in today.

Thank you, and let us know if you have any questions.

**Jessika Calkins Area Manager**

Weinstein Properties

p: 804.665.2272

a: 3951 Stillman Parkway Glen Allen, VA 23060

From: Copeland, Katie <K.M.COPELAND@tcu.edu>**Sent:** Saturday, July 12, 2025 2:59 PM**To:** Jessika Calkins <jcalkins@weinsteinproperties.com>; The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>**Subject:** Re: Request for Immediate Relocation to Hotel Due to Confirmed Mold Contamination



RE: Request for Immediate Relocation to Hotel Due to Confirmed Mold Contamination

From: Jessika Calkins <jcalkins@weinsteinproperties.com>

Date: Mon 7/14/2025 3:53 PM

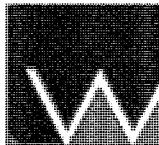
To: Copeland, Katie <K.M.COPELAND@tcu.edu>; The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Ms. Copeland- It's great to hear from you! We can certainly get your hotel reservation made. As we previously discussed, we'll go ahead and reserve a room for you at The Nobleman. We'll make the reservation for the Noble Room and prepare the credit card authorization so you can check in smoothly. As a reminder, we will cover the room cost; however, any incidentals will be your responsibility. Do you prefer the room with 2 beds or a king?

Regarding Doggie Diggs, we were also planning to make that reservation on your behalf so we could authorize payment. If you're already on your way there, can you please confirm whether you plan to cover it yourself and submit an invoice for reimbursement? If not, we are happy to set up the reservation so we can authorize payment.

Thanks,

 **Jessika Calkins Area Manager**
Weinstein Properties
p: 804.665.2272
a: 3951 Stillman Parkway Glen Allen, VA 23060

From: Copeland, Katie <K.M.COPELAND@tcu.edu>

Sent: Monday, July 14, 2025 3:27 PM

To: Jessika Calkins <jcalkins@weinsteinproperties.com>; The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

Subject: Re: Request for Immediate Relocation to Hotel Due to Confirmed Mold Contamination

Importance: High

Caution: This is an EXTERNAL EMAIL - Be cautious of clicking links and opening attachments.

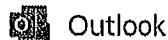
If you suspect that this is a phishing email, report this to IT by entering a computer help ticket.

THIS EMAIL IS INADMISSABLE AS IT INCLUDES POSSIBLE SETTLEMENT DISCUSSIONS.

Dear Ms. Calkins,

Thank you for confirming relocation. I've identified accommodations that meet my medical needs and allow for safe recovery while remediation is pending.

EXHIBIT “A-11”



Mold Remediation Access and Authorization Required

From The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>

Date Wed 7/30/2025 2:32 PM

To Copeland, Katie <K.MCOPELAND@tcu.edu>

1 attachment (29 KB)

Personal Property Authorization.docx;

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

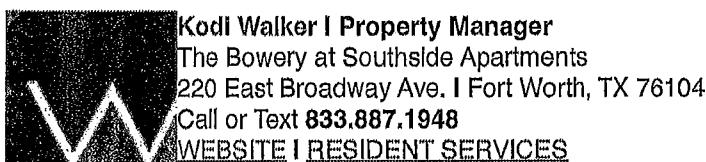
Hi Katie,

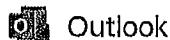
In order to proceed with the necessary mold remediation work in your unit, we will need to temporarily move all belongings from the guest bedroom. This step is essential to ensure that the remediation can be completed thoroughly and safely.

To proceed, we kindly ask that you review and sign the attached authorization form, which grants us permission to handle and relocate your belongings during the remediation process. Please return the signed form at your earliest convenience so we can schedule the work accordingly.

If you have any questions or concerns, please don't hesitate to reach out.

Thank you for your cooperation,





Re: Mold Remediation Access and Authorization Required

From The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>
Date Wed 7/30/2025 6:18 PM
To Copeland, Katie <K.M.COPELAND@tcu.edu>

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Hi Katie,

Your hotel has been extended to 8/6/25 while we continue to navigate what next steps will be and preform remediation.

As you know, we have been working closely with ServPro on remediation in the home. We need to be able to continue with this work and follow all guidelines.

Although no agreements have been made regarding your relocation, we plan to perform the remediation while you are temporarily out of the home, and we are working to get this done as soon as possible.

Per the protocol, everything from the guest bedroom will need to be moved out of the bedroom, my team is able to perform this if you if you are able to sign the authorization form.

Thank you,

Kodi Walker
Property Manager

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Wednesday, July 30, 2025 6:00:07 PM
To: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>; Jessika Calkins <jcalkins@weinsteinproperties.com>
Subject: Re: Mold Remediation Access and Authorization Required

Caution: This is an EXTERNAL EMAIL - Be cautious of clicking links and opening attachments.
If you suspect that this is a phishing email, report this to IT by entering a computer help ticket.

Have you not read my email from Saturday? It discusses options to get me relocated and what to do in the meantime.

Has the remediation protocol been created yet?

Also, what is the plan with the hotel? I believe you only extended it through today.

Katie Copeland
817-789-8498

Subject: The Bowery Unit #2145
Date: Friday, August 1, 2025 at 3:13:53 PM Central Daylight Time
From: Pamela Quinn
To: Katie Copeland
CC: The Bowery - Kodi Walker, Angela Hazelwood, Matthew Shala
Attachments: Image004.png, Personal Property Authorization.docx, BioTex Mold Protocol - Revised - Copeland.pdf

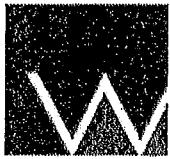
Ms. Copeland –

The attached TDLR required written protocol has been submitted to TDLR. In order to complete the remediation work in unit #2145, we need the personal belongings removed from the guest bedroom and items in the living room moved to the wall farthest from the HVAC closet.

As previously indicated, we are happy to move them for you, or you can let us know if you would like to move them yourself. If you want us to move them, we need you to sign a form acknowledging that you allow us to move the items. I have reattached that form for your reference. Please let us know at your soonest convenience how you would like to handle this. Without your response, we cannot begin work and this is leading to further delay.



Pam Quinn Assistant Director – Asset Management & Support
Weinstein Properties
c: 804.283.4708
a: 3951 Stillman Parkway, Glen Allen, VA 23060



Pam Quinn Assistant Director – Asset Management & Support
Weinstein Properties
c: 804.283.4708
a: 3951 Stillman Parkway, Glen Allen, VA 23060

From: Katie Copeland <quinnandpoppy@gmail.com>
Sent: Sunday, August 3, 2025 7:57 PM
To: Pamela Quinn <pquinn@weinsteinproperties.com>
Cc: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>; Angela Hazelwood <ahazelwood@weinsteinproperties.com>; Matthew Shala <mshala@weinsteinproperties.com>
Subject: Re: The Bowery Unit #2145

[REDACTED]

Pam,

Is this a joke?

You ignored every major issue I raised—medical, legal, and financial—and responded with a generic note about moving my belongings? There is still no compliant remediation plan, no rent abatement, no relocation support, no medical reimbursement, and no insurance contact. And yet you’re asking for access to contaminated areas without any of that addressed?

What exactly are you trying to accomplish here—other than exposing your team and company to escalating liability?

You’ve now had formal notice for weeks that my unit was declared unfit for human occupancy due to toxic mold confirmed in both air and surface samples. You’ve received legal citations, ADA disclosures, and a detailed outline of reasonable requests. Your failure to respond meaningfully is not only negligent—it’s strategic avoidance.

If this is your final position, please confirm by Monday, August 4 at 5:00 PM so I can proceed accordingly.

Katie Copeland
817-789-8498

From: Pamela Quinn <pquinn@weinsteinproperties.com>
Date: Friday, August 1, 2025 at 3:13 PM
To: Katie Copeland <quinnandpoppy@gmail.com>
Cc: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>, Angela Hazelwood <ahazelwood@weinsteinproperties.com>, Matthew Shala <mshala@weinsteinproperties.com>
Subject: The Bowery Unit #2145

Ms. Copeland –

The attached TDLR required written protocol has been submitted to TDLR. In order to complete the remediation work in unit #2145, we need the personal belongings removed from the guest bedroom and items in the living room moved to the wall farthest from the HVAC closet.

As previously indicated, we are happy to move them for you, or you can let us know if you would like to move them yourself. If you want us to move them, we need you to sign a form acknowledging that you allow us to move the items. I have reattached that form for your reference. Please let us know at your soonest convenience how you would like to handle this. Without your response, we cannot begin work and this is leading to further delay.



Pam Quinn Assistant Director – Asset Management & Support
Weinstein Properties
c: 804.283.4708
a: 3951 Stillman Parkway, Glen Allen, VA 23060

From: Katie Copeland <quinnandpoppy@gmail.com>
Sent: Sunday, August 3, 2025 7:57 PM
To: Pamela Quinn <pquinn@weinsteinproperties.com>
Cc: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>; Angela Hazelwood <ahazelwood@weinsteinproperties.com>; Matthew Shaia <mshaia@weinsteinproperties.com>
Subject: Re: The Bowery Unit #2145

CAUTION: This is an EXTERNAL EMAIL - It is your responsibility to check links and open attachments.
If you suspect that this is a malicious email, stop it by hitting Alt+Shift+Delete.

Pam,

Is this a joke?

You ignored every major issue I raised—medical, legal, and financial—and responded with a generic note about moving my belongings? There is still no compliant remediation plan, no rent abatement, no relocation support, no medical reimbursement, and no insurance contact. And yet you’re asking for access to contaminated areas without any of that addressed?

What exactly are you trying to accomplish here—other than exposing your team and company to escalating liability?

You’ve now had formal notice for weeks that my unit was declared unfit for human occupancy due to toxic mold confirmed in both air and surface samples. You’ve received legal citations, ADA disclosures, and a detailed outline of reasonable requests. Your failure to respond meaningfully is not only negligent—it’s strategic avoidance.

If this is your final position, please confirm by Monday, August 4 at 5:00 PM so I can proceed accordingly.

EXHIBIT “A-12”

8/6/2025

Dear Valued Resident,

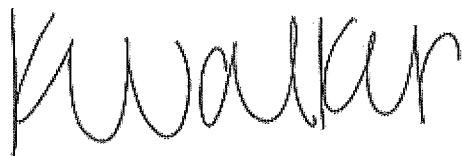
You are receiving the attached Notice to Vacate for Nonpayment of Rent because our records show that you have not yet paid your balance in full, including the current month.

While we understand that this may be a simple oversight, you must pay your balance in full immediately to avoid having to move out by the date indicated on the attached notice.

To pay the total amount due, including any additional late fees, court costs or attorney's fees that accrue, visit the Leasing Office to drop off a cashier's check or money order (in person or via the drop box) or you can make a debit/credit card payment by visiting bowerysouthside.com and logging into your online account. *Note: There is a service fee for debit/credit card payments. Unfortunately, we cannot accept personal checks for past due amounts.*

We appreciate your prompt attention to this matter and please do not hesitate to contact us with any questions at (833) 887-1948.

Sincerely,



The Bowery at Southside

This communication is an attempt to collect a debt. Any information obtained will be used for that purpose.

Please consider registering for Auto-Pay once your account is current.

Auto-Pay is a FREE service that automatically debits your bank account each month to pay your total balance.

When enrolled into Auto-Pay, not only do you not have to remember to make a payment each month but you're also automatically entered into a drawing each month for a chance to win \$100 off your rent. *To sign up, login to your Online Resident Services account and visit the Auto-Pay screen.*

Note: You can also use debit/credit card for AutoPay but there is a service fee, using your bank account is FREE.

**NOTICE TO VACATE FOR
NON-PAYMENT OF RENT, UTILITIES OR OTHER SUMS**

8/6/2025

Kathryn Copeland and all other occupants
405 Crawford St Apt# 2145
Fort Worth, TX 76104

RE: Notice to vacate for non-payment of rent, utilities or other sums, TAA Lease Contract dated 05/26/2025 between the residents named above and WMCi Dallas X LLC t/a The Bowery at Southside (owner).

Dear Resident(s):

Because you have not paid the following:

Water - 1140.0 gallons	4.17
Read 05/22 137590.0 - 06/22 138730.0	
# of Days = 31 (Rate is \$3.66 per 1,000 gallons)	
Wastewater - 1140.0 gallons	6.38
Read 05/22 137590.0 - 06/22 138730.0	
# of Days = 31 (Rate is \$5.60 per 1,000 gallons)	
Water Base Charge 05/22 - 06/22	1.63
Wastewater Base Charge 05/22 - 06/22	0.87
Service Fee 05/22 - 06/22	1.17
Base Rent (08/2025)	2442.00
Storm Water (08/2025)	1.93
Storage Room (08/2025)	25.00
Valet Trash (08/2025)	30.00
Pest Control Fee (08/2025)	5.00
Res Protect Waiver Only (08/2025)	12.00
Late Fee, 10% of \$2442.00	244.20

Your rights of occupancy and possession are hereby terminated under the provisions of your lease. You are still liable for rent and other charges you may owe under the TAA Lease Contract. Details of unpaid sums are above.

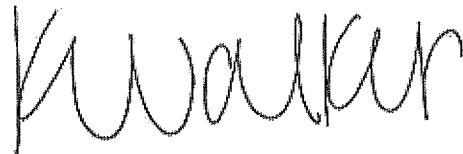
Demand for possession is hereby made. You are hereby given notice to vacate the dwelling on or before 11:59p.m., 09/08/2025. Your failure to move out then will result in appropriate legal action by us before the Justice of the Peace. Delay or postponement of such action does not waive our rights. This notice to vacate is unconditional.

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal Law. Learn the steps you should take now: visit www.cfpb.gov/eviction or call a housing counselor at 800-569-4287.

If you wish to discuss this notice of you vacating the dwelling, please contact us.

8/6/2025

Date notice was given



Signature of owner's representative

Kodi Walker
Printed Name

(833) 887-1948

Phone Number

thebowery@weinsteinproperties.com

Email Address

Proof of Delivery of Notice to Vacate to Resident

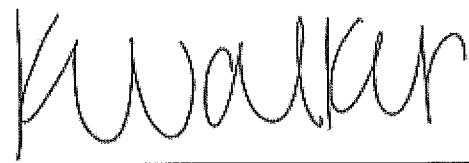
On 8/6/2025, I served the NOTICE described herein to the following Resident(s):

Kathryn Copeland

- Notice to vacate – Non-Payment of Rent, Utilities or Other Sums
- FIRST CLASS MAIL; CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR REGISTERED MAIL

8/6/2025

Date notice was given



Signature of owner's representative

Kodi Walker
Printed Name

EXHIBIT “A-13”

**FORT WORTH POLICE
DEPARTMENT**



505 West Felix Street
Fort Worth, Texas 76115
817-392-4200

250319055

Nature of Call
CRIMINAL MISCHIEF

Reporting Date
08/17/2025 23:03:10 Sun

Member#/Dept ID#
Dixon, Chantea N248

Administrative Information

Agency Fort Worth Police Department	Report No 250319055	Supplement No. ORIG	Reported Date/ Reported Time 08/17/2025 23:03:10					
CAD Call No T25011466	Status	Nature of Call CRIMINAL MISCHIEF						
Location 405 CRAWFORD ST		City FORT WORTH	Zip 76104					
Division Central Division	From Date and Time 08/17/2025 15:00:00		2nd Member#/ ID#	Property? Yes	Council Dist. 9	Beat A19		
	# Offenses 1	Description Criminal Mischief >=\$100< \$750		Complaint	AC C	Use NOT APPLICABLE		
Bias 88	LOC 20	#PR	MOE	ACT	Weapon/Force	IBRS 290	No	Cargo?
Involved Officer on Call	Axon Camera-In Officer Order		Vehicle Units		Dashboard Camera			
Was Vehi. Pursued	Start Time 03:00 PM	End Time 3:30 PM	Pursuit Beg. Point	Pursuit Ending Point	Dist. Traveled in miles		Dist. Traveled in min.	
Speed of Patrol Car	Speed of purs.Veh.	Primary Unit	Primary Off. Name	Type of Primary Veh.	Prim. unit video Capt.	Sec.Unit		
Sec. officer name	Type of Sec.Vehicle	Sec. Video Capt.	Additional Units Invol.	Other Units Invol.pursuit				
Reason for Additional Officers			Air 1 Ava.	Air 1 Util.	Air 1 video capt.	Injury accident	Hostage Invol.	
was sus/ofcr/cit inj.	Tire Defl. Device use	Tire Defl. results	Pursuit revi. Supervisors	was force used	Type of Force used			
Other Force Used Described		Was Person Injured	Describe Injury during UOF incident				were off. injured	
Off. Injury description		Rev. supervisor id	UOF suppl. req.	Needed detail in narrative				
Primary Reason Force Used								

Person Summary

Invl SUS	Invl NO 1	Type I	Name UNKNOWN	250319055	Race U	Sex U	DOB
Invl SUS	Invl NO 2	Type I	Name	[REDACTED]	Race U	Sex M	DOB
Invl SUS	Invl NO 3	Type I	Name UNKNOWN	250319055	Race U	Sex M	DOB
Invl VIC	Invl NO 1	Type I	Name Copeland Kathryn		Race W	Sex F	DOB

Property Summary

**FORT WORTH POLICE
DEPARTMENT**



505 West Felix Street
Fort Worth, Texas 76115
817-392-4200

250319055

Nature of Call
CRIMINAL MISCHIEF

Reporting Date
08/17/2025 23:03:10 Sun

Member#/Dept ID#
Dixon, Chantea N248

Involvement 4 DESTROYED/ DAMAGED/VA NDALIZED	Description 77 OTHER : disturbance of my belongings moved haphazardly
--	--

Summary Narrative

On August 17, 2025, I discovered that mold remediation contractors entered my leased apartment without my knowledge or consent. My belongings had been moved haphazardly, important items placed on the balcony and blinds were left open exposing the inside of my home. No lawful notice was provided, and there was no emergency.

This incident is part of an escalating dispute. Mold was first reported in Oct '24 and March '25, but grew back in June 2025 for the third time. I issued written repair requests, filed complaints with the City of Fort Worth and the Texas Department of Licensing & Regulation (TDLR), and requested disability accommodations. A licensed mold assessor (BioTex) declared my unit uninhabitable.

On July 14, 2025, I was finally relocated to a hotel. I recently made a presentation to the Mayors Committee on Persons with Disabilities on August 14, 2025.. Since these complaints, management has dismissed the licensed assessors findings, attempted improper in-house remediation, and ignored my spoliation letter (which instructed that no entry occur without authorization). The unauthorized entry and disturbance of my belongings appears retaliatory in nature like their other actions of threats, coercion, bullying, and fraud.

I have photographs and videos.

What was the date the damage was discovered? 8/17/25

What was the date and time the damage occurred? (If not known, the approximate date and time) I was last there the evening of Monday, August 11, 2025 and there was no notice of any changes coming or work started.

Who is the owner of the property? Weinstein Properties owns The Bowery at Southside Apartments. Their lawyer is: *** *** *** *** ***

Do you suspect anybody of being involved? Yes, *** *** the property manager, a maintenance supervisor, and ServPro - all of whom were explicitly told I did not consent to their handling of my property, especially without an approved protocol.

**FORT WORTH POLICE
DEPARTMENT**



505 West Felix Street
Fort Worth, Texas 76115
817-392-4200

250319055

Nature of Call
CRIMINAL MISCHIEF

Reporting Date
08/17/2025 23:03:10 Sun

Member#/Dept ID#
Dixon, Chantea N248

Offense PC 28.03(b)(2) Criminal Mischief >=\$100<\$750

UCR/NIBRS Code 290 : : 290 DESTRUCTIVE/DAMAGE/VANDALISM OF PROPERTY	Degree MB	NCIC code 29990042	State Code PC 28.03(b)(2)	Reportable true	
Felony/Misdemeanor CLASS B MISDEMEANOR	Offender Suspected of Using NOT APPLICABLE	Premise/Location Type 20 RESIDENCE/HOME	No.Premises Entered	Points of Entry	
Package Theft from Porch or Doorstep?	Method of Entry	How Suspect Left Premise	Cargo Theft	Forced Entry false	Alarm Status
Attempted/Complete COMPLETED	Weapon Used	Bias Motivated Crime 88 : : 88 NONE (NO BIAS)	Criminal Activity/Gang Info	Identity Theft	Latent Prints
Photos	Comments				

SUSPECT 1: UNKNOWN, 250319055

Alias		Sex UNKNOWN	Race UNKNOW N	DOB	Age 00	Ethnicity U	Res Status U	Juvenile? N
Height	Weight	Hair Color	Eye Color	Sexual Assault No : : No	Arrested	Written statement		Alias DOB
Alias Name		Suspect Actions Multiple suspects, SUSPACTI ONS		Suspect Used	Sex Crime Location		Weapon used by Suspect	
Sex Crime Offense Type			DL State/DL #		Misc.Id Type	Misc. ID State/ Misc. ID No.		
SSN	SID Number	FBI Number	Place of Birth	Marital Status	Build	Skin Tone	Glasses	
Facial Hair		Hair Style	Hair Length	R/L hand	Speech	Teeth	Demeanor	
SMT	Type SMT	Description		Location			NCICSMT	Active
Clothing			Address					
Apartment	Beat	Council District	Division Outside Ft Worth or Unknown		Rep. Area	Latitude		Longitude
Phone Type/ No.		Phone Type/Phone No.		Email		Social Media Adresses		

**FORT WORTH POLICE
DEPARTMENT**



505 West Felix Street
Fort Worth, Texas 76115
817-392-4200

250319055

Nature of Call
CRIMINAL MISCHIEF

Reporting Date
08/17/2025 23:03:10 Sun

Member#/Dept ID#
Dixon, Chantea N248

Employed Y YES	Occupation Code Description 09 ALL OTHER	Employer Name SERVPRO			Contact Type/No.		
Occupation Address			Gang Affiliation		Street Name/Alias	Gang Color	
Comments							
Relationship	Name	Nearest Relative Address				Contact No	
Related Offense PC 28.03(b) (2) Criminal Mischief >=\$100<\$750 (290 MB)							
Did Criminal offense occur?		Was Weapon Used?		Was firearm used?		Was Letter given to suspect?	
Level of IPV				Suspect/Relationship to Victim			
SUSPECT 2:							
Alias		Sex MALE	Race UNKNOW N	DOB	Age 00	Ethnicity U	Res Status U UNKNO WN
Height	Weight	Hair Color	Eye Color	Sexual Assault No : : No	Arrested	Written statement	
Alias Name		Suspect Actions Multiple suspects , SUSPACTI ONS		Suspect Used	Sex Crime Location		Weapon used by Suspect
Sex Crime Offense Type			DL State/DL #		Misc.Id Type	Misc. ID State/ Misc. ID No.	
SSN	SID Number	FBI Number	Place of Birth	Marital Status	Build	Skin Tone	Glasses
Facial Hair		Hair Style	Hair Length	R/L hand	Speech	Teeth	Demeanor
SMT	Type SMT	Description		Location			NCIC SMT
Clothing			Address				
Apartment	Beat	Council District	Division Outside Ft Worth or Unknown		Rep. Area	Latitude	Longitude
Phone Type/ No.		Phone Type/Phone No.		Email		Social Media Adresses	
Employed Y YES	Occupation Code Description 09 ALL OTHER	Employer Name SERVICE PRO			Contact Type/No.		
Occupation Address			Gang Affiliation			Street Name/Alias	Gang Color
Comments							

**FORT WORTH POLICE
DEPARTMENT**



505 West Felix Street
Fort Worth, Texas 76115
817-392-4200

250319055

Nature of Call
CRIMINAL MISCHIEF

Reporting Date
08/17/2025 23:03:10 Sun

Member#/Dept ID#
Dixon, Chantea N248

Relationship	Name	Nearest Realive Address				Contact No		
Related Offense PC 28.03 (b) (2) Criminal Mischief >=\$100<\$750 (290 MB)								
Did Criminal offense occur?		Was Weapon Used?		Was firearm used?		Was Letter given to suspect?		
Level of IPV				Suspect/Relationship to Victim				
SUSPECT 3: UNKNOWN, 250319055								
Alias		Sex MALE	Race UNKNOW N	DOB	Age 00	Ethnicity U	Res Status U UNKNO WN	Juvenile? N
Height	Weight	Hair Color	Eye Color	Sexual Assault No : :No	Arrested	Written statement		Alias DOB
Alias Name		Suspect Actions Multiple suspects, SUSPACTI ONS		Suspect Used	Sex Crime Location		Weapon used by Suspect	
Sex Crime Offense Type			DL State/DL #		Misc.Id Type	Misc. ID State/ Misc. ID No.		
SSN	SID Number	FBI Number	Place of Birth	Marital Status	Build	Skin Tone	Glasses	
Facial Hair		Hair Style	Hair Length	R/L hand	Speech	Teeth	Demeanor	
SMT	Type SMT	Description		Location			NCICSMT	Active
Clothing			Address 405 CRAWFORD ST FW::FORT WORTH Texas::Texas 76104::76104					
Apartment	Beat A19::A1 9	Council District 9::Council 1 District 9	Division Central Division		Rep. Area B026::B 026	Latitude 32.7406892652 8304	Longitude -97.3242 1224836 433	
Phone Type/ No.		Phone Type/Phone No.		Email		Social Media Adresses		
Employed Y YES	Occupation Code Description 09 ALL OTHER		Employer Name maintenance supervisor			Contact Type/No.		
Occupation Address			Gang Affiliation			Street Name/Alias	Gang Color	

**FORT WORTH POLICE
DEPARTMENT**



505 West Felix Street
Fort Worth, Texas 76115
817-392-4200

250319055

Nature of Call
CRIMINAL MISCHIEF

Reporting Date
08/17/2025 23:03:10 Sun

Member#/Dept ID#
Dixon, Chantea N248

Comments									
Relationship	Name	Nearest Realitive Address				Cantact No			
Related Offense PC 28.03(b)(2) Criminal Mischief >=\$100<\$750 (290 MB)									
Did Criminal offense occur?		Was Weapon Used?		Was firearm used?		Was Letter given to suspect?			
Level of IPV				Suspect/Relationship to Victim					
Victim 1: Copeland, Kathryn									
Victim Type I	Race WHITE	Sex FEMALE	DOB [REDACTED]	Alias		Age 40	Ethnicity N	Juvenile? N	
Height	Weight	Hair Color	Eye Color	Sex.Assault No	Dom.viol.	Res Sta. R	Means of Attack		
Type of Injury		Justifiable Homicide Circumstances			Agg Assault Circumstances			Pre.Dom.Viol.	
Weapon Used		Suspect of Using N	ProtViolation/EP O	Physical Condition		Language		Transient/Homeless false	
Sex. Ass Injury	Missing Run Away	Miss. Person	Caution	Date Last Contact		Description			
Risk Level	Last Known location /Activity		School or Place of business		Clothing Description		Probable Destination		
NCIC Entered	NCIC Number	Dt. runaway retu.	Cleared NCIC By	Date Cleared	Precipitating Events		Photoe Ava. and attached/Extra		
Went Missing before or Habitual		Officer Activity		Officer Assignment		Leoka Other ORI		Victim Is Student	
DL State/DL # [REDACTED]		Misc.Id Type	Misc.ID State / Misc. ID #		SSN		SID/ FBI #		
Place of Birth	Marital Status	Build	Skin type	Glasses	Facial Hair		Hair Style	Hair Length	
Miscellaneous Descriptors		R/L Hand	Speech	Teeth	Demeanor		Clothing		
SMT	Type SMT	Description		Location			Active	NCIC SMT	
Address 405 CRAWFORD ST, Apt# 2145, FORT WORTH Texas 76104				Phone Type/Phone No HOME (817) 789- 8498			Phone Type/Phone No		
[REDACTED]		Social Media Information		Employed U UNKNOW N	Occupation Code/Description 10 UNKNOWN OR NOT STATED			Phone No.	
Occupation/Employer			Occupation Address						Near Rel. Relation

**FORT WORTH POLICE
DEPARTMENT**



505 West Felix Street
Fort Worth, Texas 76115
817-392-4200

250319055

Nature of Call
CRIMINAL MISCHIEF

Reporting Date
08/17/2025 23:03:10 Sun

Member#/Dept ID#
Dixon, Chantea N248

Nearest Relative Name		Contact No	Nearest Relative Address		
Related Offense PC 28.03 (b) (2) Criminal Mischief >=\$100<\$750 (290 MB)					
Relationship To offender RU::RELATIONSHIP UNKNOWN , RU::RELATIONSHIP UNKNOWN , OK::OTHERWISE KNOWN					
Property					
Involvement	Status 4 DESTROYED/DAMAGED/VANDALIZED	Class 77 OTHER	Description disturbance of my belongings moved haphazardly		
Quantity 10.0000	color	Category NCIC OTHER ITEMS	Make	Model	Serial #
Value 1	Date Recovered	Jurisdiction Recovered	Recovered value	Recovered Quantity	Recovered Code
Evidence Obtained	Property Location	Recovery Date	Tag Number	Recovering Officer	Burned?
Owner Applied No.	Damage Description			Miscellaneous	
Disposition Date	Released To Owner	Released To Owner Dt.	Owner Name		Other Owner
Other Jurisdiction	Relationship V : VICTIM	Organization Name		Name Copeland Kathryn	
Related Offenses					

**FORT WORTH POLICE
DEPARTMENT**



505 West Felix Street
Fort Worth, Texas 76115
817-392-4200

250319055

Nature of Call
CRIMINAL MISCHIEF

Reporting Date
08/17/2025 23:03:10 Sun

Member#/Dept ID#
Dixon, Chantea N248

Narrative

On August 17, 2025, I discovered that mold remediation contractors entered my leased apartment without my knowledge or consent. My belongings had been moved haphazardly, important items placed on the balcony and blinds were left open exposing the inside of my home. No lawful notice was provided, and there was no emergency.

This incident is part of an escalating dispute. Mold was first reported in Oct '24 and March '25, but grew back in June 2025 for the third time. I issued written repair requests, filed complaints with the City of Fort Worth and the Texas Department of Licensing & Regulation (TDLR), and requested disability accommodations. A licensed mold assessor (BioTex) declared my unit uninhabitable.

On July 14, 2025, I was finally relocated to a hotel. I recently made a presentation to the Mayors Committee on Persons with Disabilities on August 14, 2025.. Since these complaints, management has dismissed the licensed assessors findings, attempted improper in-house remediation, and ignored my spoliation letter (which instructed that no entry occur without authorization). The unauthorized entry and disturbance of my belongings appears retaliatory in nature like their other actions of threats, coercion, bullying, and fraud.

I have photographs and videos.

What was the date the damage was discovered? 8/17/25

What was the date and time the damage occurred? (If not known, the approximate date and time) I was last there the evening of Monday, August 11, 2025 and there was no notice of any changes coming or work started.

Who is the owner of the property? Weinstein Properties owns The Bowery at Southside Apartments. Their lawyer is: Glynis L. Zavarelli(469) 665-9100gzavarelli@wandzlaw.com

Do you suspect anybody of being involved? Yes, Kodi Walker the property manager, a maintenance supervisor, and ServPro - all of whom were explicitly told I did not consent to their handling of my property, especially without an approved protocol.

- Does this appear to be gang related? = [No]
- Is there any video or photo evidence available? = [Yes]

T25011466

Entered by N248

Modus Operandi

**FORT WORTH POLICE
DEPARTMENT****250319055**

505 West Felix Street
Fort Worth, Texas 76115
817-392-4200
Fax 817-392-4201

Reporting Date

Supplement No
001Member#/Dept ID#
Gooch 4254 C A**Administrative Information**

Agency Fort Worth Police Department	Report No 250319055	Supplement No. 001	Reported Date/ Reported Time 08/22/2025 16:22:00			
Member#/Dept ID# Gooch 4254, C A 4254	Assignment	Entered By	Assignment			
Approving Officer		Approval Date				
Invol. Offi. on Call/rep.	Axon Camera info-in officer order	Veh. Unit#'s for offi. on scene	Dashboard camera info by Unit#			
Supplement Entry Dt 8/22/2025	Evidence Collected	Was Force used	Was Person Injured	Were Officers injured	UOF Suppl. required	Needed detail in Narrative
Type of Force used						
If other force used describe here						
Describe Injury during UOF incident						
Describe officers injured						
Reviewing Supervisor ID						
Person Summary						

Narrative

**FORT WORTH POLICE
DEPARTMENT**

250319055



505 West Felix Street
Fort Worth, Texas 76115
817-392-4200
Fax 817-392-4201

Reporting Date
Supplement No
001
Member#/Dept ID#
Gooch 4254 C A

On August 22, 2025 I DET Gooch 4254 received this case for further investigation. After reviewing the report I observed that images and video was in the possession of Kathryn but not attached to the online report. An evidence link was sent to Kathryn to provide all images, documents and video associated with this case.

Upon receipt of the uploaded digital media evidence I reviewed the video where it showed Kathryn inside of an apartment, that was presumed to be hers, where plastic sheeting was draped from the ceiling and furniture was moved. This video shows what I believe to be the isolation of problem areas where demolition type work was being done.

I contacted the management office with Kathryn's apartment and was unable to speak with the on-duty manager for further clarification on the authority of entry into an apartment without tenant approval for in-depth maintenance as mold remediation is not a routine type maintenance.

I contacted Glynis, as her information was provided by Kathryn in her report, and was informed that this has been an ongoing item of trying to remediate the mold issue in Kathryn's residence and the current outcome is that Kathryn was being temporarily housed in a hotel, at no expense to her, until the problem is resolved.

I contacted Kathryn where she was unable to provide reasonable expectations on how she would like this case handled.

During my conversation with Kathryn I was made aware that two FWPD patrol officers were on scene with her reference a disturbance call at the hotel she was currently staying.

Kathryn requested to meet face-to-face as she could not continue the phone call. Kathryn was provided with my direct phone number and requested to call back next week to arrange the in-person meeting to possibly provide further evidence of an offense.

Kathryn was explained multiple times that her issues with The Bowery are all civil in nature and no criminal offense took place.

This case will be pended until further evidence is provided that leads to a criminal offense taking place.

SGT Saunders

EXHIBIT “A-14”

Kathryn Copeland
405 Crawford St. #2145
Fort Worth, Texas 76104
(817) 789-8498
K.M.Copeland@tcu.edu

August 18, 2025

To: The Bowery at Southside Management and Weinstein Properties Team
c/o Glynis L. Zavarelli; Wentz & Zavarelli, LLP, 3120 Sabre Drive, Suite 170,
Southlake, Texas 76092, gzavarelli@wandzlaw.com
Evan Simental; SERVPRO of North Fort Worth
Email: esimental@servpronorthfortworth.com

Re: **Supplemental DTPA Demand – Ongoing Retaliation, Trespass, Property Damage, and Violations of Texas Law**; Apartment #2145, The Bowery at Southside, Fort Worth, TX 76104

Dear Counsel and ServPro,

On **June 27, 2025**, I issued a formal demand under the Texas Deceptive Trade Practices Act (“DTPA”) regarding mold concealment, misrepresentation, and habitability violations at my leased unit, **405 Crawford St., Apt. 2145, Fort Worth, TX**. That demand remains unresolved.

Since that time, Defendants and their agents have escalated misconduct in ways that constitute new and independent violations of the DTPA, Texas Property Code, Texas Penal Code, Texas Occupations Code (TDLR Mold Assessment & Remediation rules), and federal civil rights laws (ADA/FHA).

Chronology of Violations Since June 27, 2025. (Non-exhaustive)

- **July 24, 2025** – ServPro confirmed in writing they would not enter without my consent. That email states, in part:

Moving forward, I will ensure all visits are properly planned and communicated in advance. Once work commences, daily notes will be provided to the management team.

Best,
Evan Simental
SERVPRO of North Fort Worth
Cell: (682) 717-7399
Office: (817) 232-3333
Email: esimental@servpronorthfortworth.com
Website: www.ServproNorthFortWorth.com

- **August 1, 2025** – I issued written instructions prohibiting entry or moving of my belongings.
- **August 6, 2025** – Landlord issued a **retaliatory Notice to Vacate** for alleged nonpayment despite uninhabitable conditions.
- **August 14, 2025** – I submitted another formal **ADA/FHA accommodation request**.
- **August 17, 2025** – I discovered my unit had been entered without consent. Belongings were moved and damaged, blinds left open, ants and mosquitoes throughout unit, and ServPro containment with logos was posted despite no TDLR-approved protocol. This was in violation of ServPro's own assurances, my spoliation letter, and state law.
 - I recorded contemporaneous video/audio documenting the discovery and my resulting anxiety attack.
 - I filed a police report and notified TDLR.

Violations

- **Criminal Trespass** (Tex. Penal Code §30.05).
- **Unauthorized Entry & Retaliation** (Tex. Prop. Code §§92.0081, 92.331).
- **Breach of Warranty of Habitability** (Tex. Prop. Code §92.056).
- **Mold Remediation Violations** (Tex. Occ. Code §1958; 16 TAC §78).
- **Conversion & Property Damage**.
- **False, Misleading, and Unconscionable Practices under the DTPA.**

- **Civil Rights Violations** (ADA/FHA retaliation and disability discrimination).
-

Damages

As a result of this continuing and escalated misconduct, I have suffered:

- Property damage and contamination of belongings,
- Loss of use and relocation expenses,
- Severe emotional distress and exacerbation of medical conditions,
- Retaliation for exercising my legal rights,
- Ongoing costs of pursuing regulatory and legal remedies.

Pursuant to the DTPA, I am entitled to recover:

1. **Economic damages,**
 2. **Damages for mental anguish,**
 3. **Up to treble damages** for knowing/intentional violations, and
 4. **Attorney's fees and court costs.**
-

Demand

Within **60 days of receipt**, provide:

1. Written assurances that unauthorized entry and retaliation will cease,
2. Full disclosure of ServPro's **liability insurer (carrier name, policy number, claims contact)**,
3. Compensation for all damages identified, and
4. Confirmation of evidence preservation (all logs, photos, emails, communications, and work orders related to Unit 2145).

Failure to resolve these matters within the statutory period will result in suit against all responsible parties under the DTPA, Texas Property Code, and applicable federal law. This letter provides you with the opportunity to settle this matter within 60 days before I pursue all available legal remedies, including treble damages and attorney's fees under the DTPA.

Sincerely,

Kathryn Copeland
(817) 789-8498
k.m.copeland@tcu.edu

EXHIBIT “A-15”



Writer's Direct Dial
(469) 665-9104
gzavarelli@wandzlaw.com

August 20, 2025

Via Email

Ms. Kathryn (Katie) Copeland

RE: Kathryn Copeland/Weinstein Properties

Dear Ms. Copeland:

I am writing to advise you of the status of the remediation work being performed in your apartment at The Bowery (apartment 2145).

As you know, the work was scheduled to be provided by SERVPRO (a Texas licensed mold remediation service provider) and the apartment was being readied for the work, by moving items within the apartment to allow for access to all necessary areas. However, you emailed to me and to SERVEPRO on Monday morning (at 12:50 am) and seemed to indicate that you were considering this work as a trespass of sorts, and referencing that SERVEPRO had given some sort of assurance with respect to not entering the apartment without consent. As a result, the work was paused, at that time. My hope was that you and I could further discuss the status of the work and the need to move this forward, but unfortunately we were not able to have our meeting this week.

With the above in mind, please be advised that SERVEPRO's work will resume, starting tomorrow and with an expected completion date of September 2, 2025 (barring some sort of unforeseen circumstance – which if same occurs, I will provide an appropriate update). After the completion of SERVEPRO's work, the apartment will need to be readied for your return (which may take up to two additional weeks- and again, I will provide you with appropriate and timely updates as this progresses). While SERVEPRO is actively engaged in its work, no one is permitted to enter the apartment, other than the SERVEPRO personnel (as is the typical remediation protocol) which necessarily includes you. Therefore, please do not enter the apartment while SERVEPRO's work is being performed.

Please note: the remediation work is being provided based upon the protocol BIOTEX prepared, and with the TDLR's approval of the work.

While the remediation work is being performed and until your apartment is ready for your return, Weinstein Properties will continue to pay your hotel expense, at the current rate being charged by The Nobleman (for the room/suite you now occupy there) but will not be paying you a per diem and will not be reimbursing you for any "incidentals". Weinstein Properties will also continue to pay for boarding of your two dogs, again, at the same rate this is currently being charged by the current boarder, Doggie Digs.

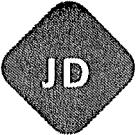
August 20, 2025

Page 2

I appreciate your attention to these matters.

Sincerely,


Glynis L. Zavarelli



JOHN ALLEN DOUGLAS

State Bar No. 24028865

| Tel: (945) 544-8650

| Email: John@JADouglasLaw.com

August 20, 2025

Glynis L. Zavarelli
Wentz & Zavarelli, LLP
3120 Sabre Drive, Suite 170
Southlake, TX 76092

Re: Kathryn Copeland – Petition for Retaliation Under Texas
Property Code §92.331

To Whom It May Concern:

I represent Kathryn Copeland in connection with her pending small claims petition for retaliation under Texas Property Code §92.331. As you are aware, retaliatory acts of this nature typically fall outside the scope of insurance coverage, yet you appear to be acting at the behest of the carrier. To avoid unnecessary delay or expense, I am writing to confirm whether you are authorized to accept service of the small claims petition on behalf of Weinstein Properties / WMCI Dallas X, LLC d/b/a The Bowery at Southside. Please confirm in writing by **9:00 AM tomorrow** whether you will accept service.

Separately, I want to be clear about the seriousness of what has occurred. Despite a spoliation letter, your client and its agents have entered Ms. Copeland's apartment without consent, disturbed and contaminated personal property, and in doing so, exposed themselves to potential claims of:

- **Criminal trespass** (Tex. Penal Code §30.05);
- **Theft/tampering** (Tex. Penal Code §31.03, §28.04);
- **Evidence tampering/obstruction** (Tex. Penal Code §37.09).

Counsel who knowingly condone or facilitate such conduct raise serious concerns under the Texas Disciplinary Rules of Professional Conduct, including Rule 1.02(c) (prohibiting assistance with fraudulent or criminal conduct) and Rule 3.04 (fairness to opposing party and counsel).

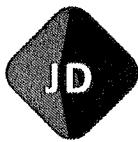
If I do not receive your written assurance by 9:00 AM tomorrow that there will be no further unauthorized entry into the unit and no further interference with Ms. Copeland's property without her agreement, we will have no choice but to seek a **Temporary Restraining Order**. That application will necessarily include your letter(s) as evidence that you were on notice of both the spoliation obligation and your client's unlawful conduct.

Additionally, because these incidents have resulted in further property damage, Ms. Copeland's homeowners' insurer (State Farm, Claim Nos. 43-89G4-28C and 43-89G4-32Q) is now directly involved. This is no longer an abstract risk — there is now another carrier with reason to investigate and pursue subrogation.

Please govern yourself accordingly and confirm your position without delay.

Sincerely,
John Allen Douglas
Attorney for Plaintiff in Small Claims Court

EXHIBIT “A-16”



JOHN ALLEN DOUGLAS

State Bar No. 24028865

| Tel: (945) 544-8650

| Email: John@JADouglasLaw.com

August 20, 2025

**Glynis L. Zavarelli
Wentz & Zavarelli, LLP
3120 Sabre Drive, Suite 170
Southlake, TX 76092**

Re: Kathryn Copeland – Petition for Retaliation Under Texas
Property Code §92.331

To Whom It May Concern:

I represent Kathryn Copeland in connection with her pending small claims petition for retaliation under Texas Property Code §92.331. As you are aware, retaliatory acts of this nature typically fall outside the scope of insurance coverage, yet you appear to be acting at the behest of the carrier. To avoid unnecessary delay or expense, I am writing to confirm whether you are authorized to accept service of the small claims petition on behalf of Weinstein Properties / WMCI Dallas X, LLC d/b/a The Bowery at Southside. Please confirm in writing by **9:00 AM tomorrow** whether you will accept service.

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- **Theft/tampering** (Tex. Penal Code §31.03, §28.04);
- **Evidence tampering/obstruction** (Tex. Penal Code §37.09).

Counsel who knowingly condone or facilitate such conduct raise serious concerns under the Texas Disciplinary Rules of Professional Conduct, including Rule 1.02(c) (prohibiting assistance with fraudulent or criminal conduct) and Rule 3.04 (fairness to opposing party and counsel).

If I do not receive your written assurance by 9:00 AM tomorrow that there will be no further unauthorized entry into the unit and no further interference with Ms. Copeland's property without her agreement, we will have no choice but to seek a **Temporary Restraining Order**. That application will necessarily include your letter(s) as evidence that you were on notice of both the spoliation obligation and your client's unlawful conduct.

Additionally, because these incidents have resulted in further property damage, Ms. Copeland's homeowners' insurer (State Farm, Claim Nos. 43-89G4-28C and 43-89G4-32Q) is now directly involved. This is no longer an abstract risk — there is now another carrier with reason to investigate and pursue subrogation.

Please govern yourself accordingly and confirm your position without delay.

Sincerely,
John Allen Douglas
Attorney for Plaintiff in Small Claims Court

EXHIBIT “A-17”

From: Copeland, Katie <K.M.COPELAND@tcu.edu>
Sent: Thursday, August 21, 2025 9:00:34 PM
To: Evan Slimental <Eslimental@servpronorthfortworth.com>
Subject: EXTERNAL: Request for Clarification – Remediation at The Bowery at Southside

You don't often get email from kcm.copeland@tcu.edu. Learn why this is important.
CAUTION: EXTERNAL EMAIL

Dear Mr. Simental,

I'm writing to you directly because my understanding is that Ms. Zavarelli represents Weinstein Properties, not ServPro. I need to clarify ServPro's position independently.

As you know, the amended remediation protocol issued by BioTex on August 4, 2025 was based on conditions last observed on June 18. Since then, conditions in my unit have changed substantially due to unlicensed assessments, handling of my belongings without containment, and other actions that spread contamination. I also served a spoliation notice, meaning any further disturbance risks evidence tampering in active legal matters.

To avoid misunderstanding, can you please confirm in writing:

1. Whether ServPro intends to proceed under the August 4 protocol without reevaluation, despite the changed conditions.
2. Whether ServPro filed start/stop dates with TDLR and, if so, what those dates are.
3. Whether ServPro has been instructed by Weinstein to enter my unit without my consent, and if so, whether ServPro considers that consistent with state law and licensing obligations.
4. When ServPro entered my unit during the month of August, at what times, for what purpose, and under whose authority.
5. Whether ServPro or the apartment complex is responsible for handling and moving my belongings — since contaminated items were placed on clean ones, causing significant property loss now reported to my insurer.
6. Why I was not notified of changing start/stop dates, and what dates are currently on file with TDLR.

I want to be clear: relying on an outdated protocol from June/early August to justify work in late August — after contamination has spread — risks ServPro's license. TDLR rules don't treat protocols as permanently valid if conditions have changed, and both TDLR and State Farm now have this situation on their radar. (Jenny Herren—our mutual friend.)

I'm concerned Weinstein may be using ServPro as cover for activities that aren't actually a full, licensed remediation. From what I've seen, they're taking shortcuts that expose others to liability while keeping themselves insulated. In that setup, ServPro becomes the shield — and then the scapegoat. If the work fails, Weinstein will say "we relied on ServPro." If litigation proceeds (as they've expected since my June 27 notice), ServPro could be pulled in as a co-defendant instead of a neutral witness.

You have a chance right now to avoid that. A clarifying statement that the August 4 protocol based on a June 18 assessment cannot be treated as permanently valid would protect ServPro from being used as a shield, and ensure any remediation is based on an updated, accurate assessment.

TDLR is already looped in, but I haven't given them the full picture yet. I'd like to give you the opportunity to clear this up directly before it gets escalated further. Please let me know ServPro's position by **tomorrow at noon**.

I'm not trying to create conflict. My goal is simply to protect both my property and ServPro's license from unnecessary risk. If I don't hear from you, I'll have no choice but to inform TDLR that ServPro may be proceeding under an outdated protocol despite significant changes to site conditions and a pending spoliation notice. I'd rather not see ServPro put in that position, but silence leaves me no choice as I have to protect my health, family, and property.

Sincerely,
Katie Copeland

817-789-8498

EXHIBIT “A-18”



FULTON ■ JEANG

August 21, 2025

VIA E-Mail

Ms. Glynis Zavarelli, ESQ
Wentz and Zavarelli LLP
3120 Sabre Dr., Suite 170
Southlake, Texas 76092

RE: Notice of Termination of Services - Unit 2145, The Bowery At Southside

Dear Glynis:

My client, DRC Fort Worth LLC, d/b/a ServPro of North Fort Worth, hereby provides formal notice that it is terminating all proposed work on Unit 2145 at The Bowery At Southside apartments, effective immediately.

Sincerely,

Joe A. Garza, Jr.
Joe A. Garza, Jr.

Member

C: Evan Simental

jgarza@fultonjeang.com; 817-602-5815
PO Box 93681, Southlake, TX 76092

EXHIBIT “A-19”

From: Jana Reist <jreist@johnsonreist.com>
Sent: Monday, August 25, 2025 11:18:20 PM
To: Pamela Quinn <pquinn@weinsteinproperties.com>
Cc: Kyle Reist <kyle@biotexinspections.com>
Subject: BioTex's inspection

[REDACTED]

Ms. Quinn,

Ms. Copeland has sent a legal demand to BioTex and stated that she does not consent to BioTex's involvement or inspecting of her unit. At this point, I think it is the best course for BioTex to not move forward with any further testing – it seems that Ms. Copeland's and Weinstein's interests are no longer aligned. If you have legal counsel that I should communicate with, please forward me their contact information.

Thank you.
Jana Reist

Jana S. Reist
Attorney & Mediator

1312 14th Street, Suite 202
Plano, Texas 75074
469.501.7476 – Direct
469.501.7471 – Facsimile
www.johnsonreist.com

EXHIBIT “A-20”

From: Rebecca Lay <Rlay@servpronorthfortworth.com>
Sent: Monday, August 25, 2025 11:53 AM
To: Pamela Quinn <pquinn@weinsteinproperties.com>; Evan Simental <Esimental@servpronorthfortworth.com>
Subject: Re: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: The Bowery - Unit 2145 - Work Delay

Caution: This is an EXTERNAL EMAIL. Before opening or clicking links and attachments, please verify the source.

Good morning,

We need to get on site one more time to retrieve our equipment from the unit. What day and time works best?

Rebecca Lay

1

Director of Operations
SERVPRO of North Fort Worth
Cell: (682) 274-5574
Office: (817) 232-3333
Email: RLay@servpronorthfortworth.com
Website: www.ServproNorthFortWorth.com

From: Pamela Quinn <pquinn@weinsteinproperties.com>
Sent: Thursday, August 21, 2025 6:54 AM
To: Evan Simental <Esimental@servpronorthfortworth.com>; Rebecca Lay <Rlay@servpronorthfortworth.com>
Subject: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: The Bowery - Unit 2145 - Work Delay

CAUTION: EXTERNAL EMAIL

Thank you Evan. I apologize for all the start/stop, back and forth. It is not how we prefer to handle things at all.

<image001.png>
Pam Quinn Assistant Director – Asset Management & Support
Weinstein Properties
c: 804.283.4708
a: 3951 Stillman Parkway, Glen Allen, VA 23060

From: Evan Simental <Esimental@servpronorthfortworth.com>
Sent: Thursday, August 21, 2025 7:49 AM
To: Pamela Quinn <pquinn@weinsteinproperties.com>; Rebecca Lay <Rlay@servpronorthfortworth.com>
Subject: Re: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: The Bowery - Unit 2145 - Work Delay

Caution: This is an EXTERNAL EMAIL. Be cautious of clicking links and opening attachments. If you suspect that this is a phishing email, report them by entering a computer ticket.

Good morning Pam,

I already confirmed receipt, and I just wanted to let you know that we amended the notification with the state and let them know the project is on hold. I verbally spoke with James on Tuesday and he advised to amend the notification again once we begin.

Best,
Evan Simental

From: Pamela Quinn <pquinn@weinsteinproperties.com>
Sent: Thursday, August 21, 2025 6:27:01 AM
To: Rebecca Lay <Rlay@servpronorthfortworth.com>; Evan Simental <Esimental@servpronorthfortworth.com>; James Brannin <james.brannin@tdlr.texas.gov>
Subject: EXTERNAL: RE: EXTERNAL: RE: EXTERNAL: RE: The Bowery - Unit 2145 - Work Delay

CAUTION: EXTERNAL EMAIL

Morning Rebecca

We CAN NOT proceed today as planned. A petition has been filed with the courts. We are at a hold AGAIN while our counsel tries to determine what the course of action should be. Please confirm receipt and that work will not start today.

<image001.png>

Pam Quinn Assistant Director – Asset Management & Support
Weinstein Properties
c: 804.283.4708
a: 3951 Stillman Parkway, Glen Allen, VA 23060

From: Rebecca Lay <Rlay@servpronorthfortworth.com>
Sent: Wednesday, August 20, 2025 5:09 PM
To: Pamela Quinn <pquinn@weinsteinproperties.com>; Evan Simental <Esimental@servpronorthfortworth.com>; James Brannin <james.brannin@tdlr.texas.gov>
Subject: Re: EXTERNAL: RE: EXTERNAL: RE: The Bowery - Unit 2145 - Work Delay

Caution: This is an EXTERNAL EMAIL. Be cautious of clicking links and opening attachments. If you suspect that this is a phishing email, report them by entering a computer ticket.

Yes ma'am, understood.

Get [Outlook for iOS](#)

From: Pamela Quinn <pquinn@weinsteinproperties.com>
Sent: Wednesday, August 20, 2025 3:12:40 PM

To: Rebecca Lay <Rlay@servpronorthfortworth.com>; Evan Simental <Esimental@servpronorthfortworth.com>; James Brannin <james.brannin@tdlr.texas.gov>
Subject: EXTERNAL: RE: EXTERNAL: RE: The Bowery - Unit 2145 - Work Delay

CAUTION: EXTERNAL EMAIL

Hey Rebecca

Our counsel wants to hold until tomorrow morning for ServPro. She is providing Ms. Copeland with a formal letter of notice of the schedule and advising Ms. Copeland that she is not allowed to enter the apartment during the remediation process that will be going to Ms. Copeland this afternoon.

Please have the technicians check in at the leasing office to get the maintenance notice of entry of the unit so they can tape that with the date and photograph when they enter.

<image001.png>

Pam Quinn Assistant Director – Asset Management & Support
Weinstein Properties
c: 804.283.4708
a: 3951 Stillman Parkway, Glen Allen, VA 23060

From: Rebecca Lay <Rlay@servpronorthfortworth.com>
Sent: Wednesday, August 20, 2025 9:46 AM
To: Pamela Quinn <pquinn@weinsteinproperties.com>; Evan Simental <Esimental@servpronorthfortworth.com>; James Brannin <james.brannin@tdlr.texas.gov>
Subject: Re: EXTERNAL: RE: The Bowery - Unit 2145 - Work Delay

Cautions: This is an EXTERNAL EMAIL - Be cautious of clicking links and opening attachments. If you suspect that this is a phishing email, report this to IT by entering a computer help ticket.

Good morning,

We would like to get back out there today. We need to inspect the containment after her visit. I am working on an updated schedule and will have that over to you shortly.

Rebecca Lay
Director of Operations
SERVPRO of North Fort Worth
Cell: (682) 274-5574
Office: (817) 232-3333
Email: RLay@servpronorthfortworth.com
Website: www.ServproNorthFortWorth.com

From: Pamela Quinn <pquinn@weinsteinproperties.com>
Sent: Tuesday, August 19, 2025 5:00 PM
To: Evan Simental <Esimental@servpronorthfortworth.com>; James Brannin <james.brannin@tdlr.texas.gov>
Cc: Rebecca Lay <Rlay@servpronorthfortworth.com>
Subject: EXTERNAL: RE: The Bowery - Unit 2145 - Work Delay

CAUTION: EXTERNAL EMAIL

Hi Evan and Rebecca

Our legal counsel has approved us to proceed with the work. When can ServPro resume and can I get an updated schedule since work was delayed from starting Monday?

<image001.png>
Pam Quinn Assistant Director – Asset Management & Support
Weinstein Properties
c: 804.283.4708
a: 3951 Stillman Parkway, Glen Allen, VA 23060

From: Evan Simental <Esimental@servpronorthfortworth.com>
Sent: Monday, August 18, 2025 9:08 AM
To: James Brannin <james.brannin@tdlr.texas.gov>
Cc: Rebecca Lay <Rlay@servpronorthfortworth.com>; Pamela Quinn <pquinn@weinsteinproperties.com>
Subject: The Bowery - Unit 2145 - Work Delay

Good morning James,
Work has been placed on hold. The tenant has issued demand letters to us, and the property. We will update asap.

Best,
Evan Simental
SERVPRO of North Fort Worth
Cell: (682) 717-7399
Office: (817) 232-3333
Email: esimental@servpronorthfortworth.com
Website: www.ServproNorthFortWorth.com

<image002.png>

EXHIBIT “A-21”



Writer's Direct Dial
(469) 665-9104
gzavarelli@wandzlaw.com

August 26, 2025

Via Email

Ms. Kathryn Copeland
Mr. John Douglas

RE: Kathryn Copeland/Weinstein Properties

Dear Ms. Copeland and Counsel:

[REDACTED]

I have forwarded Ms. Copeland's email and the demand to the insurance carrier and my client.

As a preliminary matter:

Mr. Douglas – I am unsure as to whether you continue to represent Ms. Copeland in this matter (noting the continued reference to "retaliation" – and understanding that alleged retaliation is what forms the basis of the small claims court case). You have not responded to substantive emails from me, nor have you returned any of my calls, ever – all calls made last week, and to include calls made yesterday and today. Therefore, for the purposes of this email – and until I hear directly from you indicating you are no longer involved in the representation of Ms. Copeland – you will continue to be included in my communications with her and it will be assumed that she is acting with your approval and/or support, with respect to making monetary demands (or otherwise) that in any manner involve or impact the small claims court case, now pending (and that you filed on her behalf).

In response to yesterday's late night email, I provide the following:

Please be advised – my client and I disagree with the characterization of the matters identified and am disappointed at this approach, on various levels. Significantly - I also note that I have yet to be provided substantive information by which the claims, to include claims associated with alleged injuries/damages can be evaluated and considered. I direct you both to my correspondence of last week (August 21) and my email of yesterday as to the information and documents I have requested. I encourage you to move forward with obtaining and providing the requested information as quickly as logistically possible, to again assist in coming to a resolution of these matters.

August 26, 2025

Page 2

I also had previously requested legal authority to support that spoliation would apply as to the facts/circumstances of this matter- and I acknowledge the reference to the *Trevino v. Ortega* case – however, this case is not actually on point (I had asked not to be provided general case law on spoliation as an evidentiary principle but to provide case law which would support your position as to spoliation being applicable here and specifically in connection with remediation efforts for the apartment. To date- you have not provided this (and I said, I could not locate anything applicable in that regard).

Regardless of the inapplicability of “spoliation” here- I have now offered, on multiple occasions, for you both to inspect the apartment before work begins (to include before a new assessment is performed)- and have heard nothing back to suggest any interest in conducting this inspection. Ms. Copeland mentioned something about an inspection by State Farm; but as you know, I have called the prior claims adjuster that Mr. Douglas directed me to and to date – have received no call back. Also, as you are both aware, I have asked Ms. Copeland for contact information as to any new/additional adjuster– and neither of you have responded to that – thus, I assume there is none.

With respect to the inspection I have offered/suggested you conduct, if you decide you would like to go over the apartment today, or any time this week, please let me know, and we can arrange this inspection, at your convenience – because Biotex has declined further involvement in this project/work, since receiving the DTPA demand letter Ms. Copeland sent to it [Note: that is also what happened with ServePro. My client did not “cancel” ServePro’s involvement – it paused the start of the work last week – to allow you both to inspect – in an attempt to address any concerns regarding your ability to “obtain evidence”, given your spoliation assertion- but unfortunately Ms. Copeland’s communications with ServePro resulted in that company determining that it would not stay involved with the work]. Therefore, the apartment will not be re- assessed tomorrow – as had been planned and again, will be available all week for an inspection by you both, singularly or together. As such, please advise if you would like to move forward with conducting an inspection. If I hear nothing back on this, this week, it will be assumed that 1) you have no interest in conducting an inspection of this apartment (and Mr. Douglas – you and I then need to have further conversation); and 2) you will no longer continue to assert spoliation as to the condition of the property and the repair/remediation work performed.

As to the request for the ServePro “July 11 remediation protocol”, it never prepared a protocol; Biotex prepared two protocols, and I believe you have been provided both, Ms. Copeland.

As to obtaining a new mold assessment – my client will locate two new options for assessment companies, and send to you for your review. I am asking you to do the same. **It is important not to further delay progress with respect to the remediation and repair of the apartment, and therefore, I am providing a deadline for this exchange of: Thursday (August 28) at noon. From there, an assessment company can be selected by close of business on Friday -and the process of assessment, obtaining a protocol, conducting necessary**

August 26, 2025

Page 3

communications with TDLR, and remediation/repair work can be started and completed.
Please note: While my client is not obligated / required to obtain Ms. Copeland's "agreement" to use of a particular mold assessor, my client will attempt to accommodate Ms. Copeland's "demand" in that regard – to simply move the remediation process/work forward. If I have not heard back from either of you with suggested companies by noon on Thursday, and/or all you have done is indicate lack of agreement with the companies my client locates/suggests – then you are, hereby, on notice that my client will move ahead with one of its choices. My client will not continue to permit unnecessary delay and stalling tactics to avoid getting the necessary work performed.

As to the threat to notify various agencies and the media, please be advised of this:

As related to agency involvement, my client and I are aware of the TDLR investigation already underway due to Ms. Copeland's complaint and my client has been cooperative with that process and will continue to be cooperative and responsive to the requests made by this agency. Any other agency investigation that is undertaken will be handled that same way by my client – cooperation and responsiveness, to include providing the agency with all relevant information and documents.

As to the threat for media involvement, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

August 26, 2025

Page 4

This reference to involving the media – and using that as “leverage” – in relation to making a settlement demand, is unfortunate. I look forward to discussing this further with Mr. Douglas and whoever the “additional counsel” may be, to the extent a federal court lawsuit is filed.

As to the demand and the reference to the DTPA, the prior attempted DTPA “demand(s)” are ineffective and I have explained why; I have also asked for the information and documents necessary to evaluate the demands and nothing has been provided (other than conclusory statements). With that said- I suggest we schedule a mediation--- as it appears a “neutral” is necessary to have productive conversations toward resolution. Please note -if we schedule this – my client and the carrier will still require necessary information and documents to evaluate the claims (and which any mediator would want to be able to review as well -so as to assist the parties in reaching a compromise) and my client will also agree to pay for the mediator fees (for both sides- as long as neither of you then take the position during mediation or thereafter, that because my client paid Ms. Copeland’s portion of the fee- the mediator is somehow no longer “neutral”; alternatively, Ms. Copeland can, of course, pay her own fee). If you are interested in pursuing a formal mediation, please advise and I will suggest some potential mediators and would like to hear from you both as to who you might want to use for this process.

Additionally, please also note – my continued attempts toward resolution and /or now suggestion of using the formal mediation process- is not an admission of liability for or on behalf of my client; it is an attempt to collectively get the matter resolved, for all parties.

With the above in mind – I look forward to receiving two proposed mold assessment companies from you by noon on Thursday [August 28] (and will send my client’s suggested companies to you as well), and await your thoughts on scheduling a formal mediation conference.

I appreciate your attention to these matters.

Sincerely,

Glynis L. Zavarelli

Glynis Zavarelli

From: Glynis Zavarelli
Sent: Monday, August 25, 2025 1:58 PM
To: Copeland, Katie; john@jadouglaslaw.com
Cc: Michelle Sortor
Subject: Copeland/Weinstein

All:

Please note: Biotex will be performing a mold assessment on Wednesday (August 27) at 10:30 am, after which it will provide a written protocol. Thereafter, the remediation for the apartment will be coordinated and performed by use of a certified remediation company (and my client has requested that Biotex provided suggestions for certified remediaters, and my client is awaiting same). I will advise with dates for the remediation start and anticipated conclusion, as well as the anticipated date that the apartment will be ready for you, Ms. Copeland, to occupy again, and will provide this information once my client has heard from the remediation company regarding dates.

With the above in mind-we can schedule an inspection of the apartment tomorrow – therefore, to the extent you would like to see/photograph/video the apartment before Biotex begins its assessment work, you have this opportunity to do so. Therefore, if any interest exists for the inspection – please let me know today so that I can coordinate with the property (and note – I was scheduled to be out tomorrow but as I did last week, I have rearranged my schedule to accommodate this potential inspection).

On a related matter:

Ms. Copeland stated (during our Friday evening telephone call, the second one) that she has recorded conversations she has had with the staff at The Bowery; as such, please preserve and please provide. Ms. Copeland stated that the staff made certain liability admissions but did not say what those actually were- and as such, in connection with evaluating the various claims asserted, I am requesting the recordings. Additionally, please advise on when I can expect the other items/information I have requested, necessary for the review and evaluation of the claims asserted.

Thank you -

Glynis L. Zavarelli
Wentz & Zavarelli, LLP
3120 Sabre Drive, Suite 170
Southlake, Texas 76092
(469) 665-9100
Cell: (817) 832-3689

EXHIBIT “A-22”

INVOICE

DALLAS MOLD CONSULTANTS,
LLC
8080 N Central Expwy, Ste 1700
Dallas, TX 75206

office@dallasmoldconsultants.com
+1 (972) 945-6653
www.dallasmoldconsultants.com



Bill to
Pamela Quinn
Weinstein Properties
220 E Broadway Ave #2145
Ft. Worth, TX 76104

Ship to
Pamela Quinn
Weinstein Properties
220 E Broadway Ave #2145
Ft. Worth, TX 76104

Invoice details

Invoice no.: 1699
Terms: Net 15
Invoice date: 09/07/2025
Due date: 09/22/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Mold Assessment	Mold inspection with air and surface sampling (4 samples included) on 09/02/2025 at property: 220 E Broadway Ave. #2145 Ft. Worth, TX 76104	1	\$775.00	\$775.00
2.		Sporetrap Air Sample	2 additional spore trap air samples	2	\$80.00	\$160.00
3.		Tape Lift Sample	1 additional tape lift sample	1	\$90.00	\$90.00
4.		Mold Remediation Protocol	Remediation protocol write-up for licensed mold remediation	1	\$450.00	\$450.00

Subtotal \$1,475.00

Sales tax \$121.69

Total **\$1,596.69**

View and pay



EXHIBIT “A-23”

ESTIMATE



Dedicated Mold Specialist
333 S Kirby St #105 Garland TX 75042
Service@dedicatedmold.com
(469) 797-5565

Estimate #	LBGUTA-1
Date	Tue Sep 09, 2025
Total	\$14,375.00

Prepared For:

Pamela Quinn Weinstein Properties
220 E Broadway Ave Unit 2145
Fort Worth, Texas 76104
(804) 283-4708
pquinn@weinsteinproperties.com

Service Location:

Pamela Quinn Weinstein Properties
220 E Broadway Ave Unit 2145
Fort Worth, Texas 76104
(804) 283-4708
pquinn@weinsteinproperties.com

Description	QTY	Price	Amount
Remediation Cleaning Of Affected Zone (Living room & Hallway/Guest Bedroom/Guest Bathroom) Mold Remediation Chemicals To Be Applied Throughout Contaminated Area/Material Due To Excessive Bacterial Growth Development *Possible Encapsulating Of Material*	3	\$1,425.00	\$4,275.00
Demo/Removal Of Affected Material Per Sqft Demo, Removal, And Dispose of contaminated/moisture-impacted materials from within contaminated zone followed with a HEPA Vacum and sanding of remaining area/structures *Materials -Carpet -Sheetrock -Trimming -Laminate flooring -Underlayment -Hvac platform	301	\$12.35	\$3,717.35
(INCLUDED) General Clean Up Per Zone Wipe Down/HEPA Vac Complete Area Of Demo Etc *Complete Unit *Carpet cleaning included	1	\$0.00	\$0.00
HEPA air Scrubber (Compmete Unit) HEPA air scrubber installed within containment to operate and filtrate bacterial particulates within contaminated zone for complete duration of project	8	\$425.00	\$3,400.00

Residential Containment Zone (Living Room & Hallway/Guest Bedroom/Guest Bathroom) Isolate Affected Area To Prevent Cross-Contamination Throughout Remaining Residence	3	\$499.00	\$1,497.00
(INCLUDED) General Clean Up Per Zone Wipe Down/HEPA Vac Complete Area Of Demo Etc (Complete Unit)	3	\$0.00	\$0.00
Removal/Reinstall Of Air Handler (Closet)	1	\$400.00	\$400.00
Dedicated HVAC Cleaning (Per Unit) *Complete HVAC Cleaning Throughout Air Systems/Air Ducts Due To Excessive Dust And/Or Debris*	1	\$1,085.65	\$1,085.65
(INCLUDED) Restoration Of All Duct Work Per Unit Roto-brush cleaning contained under a negative air pressure treatment throughout all duct work due to excessive dust and debris within duct work in accordance to the ACR and NADCA Standards	1	\$0.00	\$0.00
(INCLUDED) Anti-bacterial Sanitation Treatment Per Unit Anti-bacterial Solution To Neutralize Any/All Bacterial Particulates Throughout Complete Air System	1	\$0.00	\$0.00
(INCLUDED) Registers-Supply/Intake Cleaning Of All Register Vents	1	\$0.00	\$0.00
(INCLUDED) Sealing/Cleaning Of Supply Boots	1	\$0.00	\$0.00
Build-Back Reconstruction Complete build-back from removal of contaminated/moisture-impacted materials throughout remediation project *TO BE CONTINGENT BASED ON FINAL DEMO/REMOVAL OF CONTAMINATED MATERIAL*	1	\$0.00	\$0.00
6 to 7 Work Days	1	\$0.00	\$0.00
Pack out Per Sqft (Content Removal) Removal of contents off site with decon. Hepa/Vac with IAQ wipe down. *Contents to be placed within residence after clearance*	1200	\$1.25	\$1,500.00 <i>OPTIONAL</i>
		Sub total	\$14,375.00
		Tip	\$0.00
		Total	\$14,375.00

Terms:

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be

done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

Notes:

Thank You For Your Business

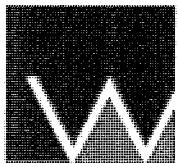
EXHIBIT “A-24”

Michelle Sortor

From: Pamela Quinn <pquinn@weinsteinproperties.com>
Sent: Monday, September 15, 2025 4:09 PM
To: 'Copeland, Katie'
Cc: Glynis Zavarelli; Michelle Sortor; 'Brochstein, Amye'; Lile Benaicha
Subject: RE: The Bowery Unit 2145 Landlord Inspection

Ms. Copeland

Our team attempted to enter the unit again at 1:00pm today but found the deadbolt engaged with no answer to the knock or verbal call out. They will be returning tomorrow morning at 10:00am to perform the inspection.



Pam Quinn Assistant Director – Asset Management & Support
Weinstein Properties
c: 804.283.4708
a: 3951 Stillman Parkway, Glen Allen, VA 23060

From: Pamela Quinn
Sent: Monday, September 15, 2025 1:07 PM
To: 'Copeland, Katie' <K.M.COPELAND@tcu.edu>
Cc: 'Glynis Zavarelli' <gzavarelli@wandzlaw.com>; 'Michelle Sortor' <msortor@wandzlaw.com>; 'Brochstein, Amye' <amye.brochstein@phly.com>; Lile Benaicha <lbenacha@weinsteinproperties.com>
Subject: RE: The Bowery Unit 2145 Landlord Inspection

Ms. Copeland

Our team attempted to enter to perform the landlord inspection at 11:30am but were unsuccessful with gaining entry due to the deadbolt being engaged. They also knocked but received no response. They are returning at 1:00pm today. Please allow them entrance to perform the inspection.

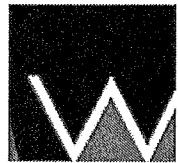


Pam Quinn Assistant Director – Asset Management & Support
Weinstein Properties
c: 804.283.4708
a: 3951 Stillman Parkway, Glen Allen, VA 23060

From: Pamela Quinn
Sent: Friday, September 12, 2025 3:00 PM
To: Copeland, Katie <K.M.COPELAND@tcu.edu>
Cc: Glynis Zavarelli <gzavarelli@wandzlaw.com>; Michelle Sortor <msortor@wandzlaw.com>; Brochstein, Amye <amye.brochstein@phly.com>; Lile Benaicha <lbenacha@weinsteinproperties.com>
Subject: The Bowery Unit 2145 Landlord Inspection

Ms. Copeland

The containment areas within the 2145 unit must be left in place and the HVAC must remain in the off position. We will need to enter the unit Monday September 15th at 10am to perform a landlord inspection to verify that the containment areas are intact and the HVAC has remained off.



Pam Quinn Assistant Director – Asset Management & Support

Weinstein Properties

c: 804.283.4708

a: 3951 Stillman Parkway, Glen Allen, VA 23060

EXHIBIT “A-25”



Writer's Direct Dial
(469) 665-9104
gzavarelli@wandzlaw.com

September 15, 2025

Via Email

Ms. Katie Copeland
Mr. John Douglas

RE: Kathryn Copeland/Weinstein Properties

Dear Ms. Copeland and Counsel:

Please be advised that the remediation work for Ms. Copeland's apartment will be starting on September 22, 2025. As such, Ms. Copeland will not be able to remain in the apartment, and/or enter/re-enter the apartment once she has left the apartment, as is the standard remediation process.

While the remediation work is being performed in the apartment, Weinstein will provide lodging for Ms. Copeland at the Holiday Inn Express- in downtown Fort Worth, and will provide that lodging through the time that the apartment is thereafter, repaired and readied for her return (within the confines of her lease term, which as Ms. Copeland is aware- is not being renewed past the October 26, 2025 date). Weinstein, however, is not providing credit card authorization for "incidentallys" while Ms. Copeland is being lodged at the Holiday Inn Express, nor will it be paying a per diem to Ms. Copeland.

I appreciate your attention to these matters.

Sincerely,

A handwritten signature in black ink, appearing to read 'Glynis L. Zavarelli'.

Glynis L. Zavarelli

EXHIBIT “A-26”

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Begin forwarded message:

From: "Copeland, Katie" <K.M.COPELAND@tcu.edu>
Date: September 16, 2025 at 11:05:25 AM EDT
To: The Bowery - Kodi Walker <kowalker@weinsteinproperties.com>
Cc: Glynis Zavarelli <gzavarelli@wandzlaw.com>, Michelle Sortor <msortor@wandzlaw.com>, Pamela Quinn <pquinn@weinsteinproperties.com>, "Brochstein, Amye" <Amye.Brochstein@phly.com>, John Douglas <john@jadouglaslaw.com>
Subject: FW: Cease and Desist — Immediate ADA/FHA Accommodation Required for Ms. Copeland

Kodi,

Please see the attached correspondence from my advocate, John Douglas. You are personally on notice of the cease-and-desist regarding harassment, retaliation, and unauthorized entry into Unit 2145.

To be clear, there has **never been proper containment in place** inside Unit 2145, particularly in the front hallway where visible mold remains. Any claim of “landlord inspection to verify containment” is misleading. Until Weinstein provides licensed remediation with appropriate containment, your attempts to inspect or enter will be treated as harassment and pretextual retaliation.

Immediate requirements:

- I am actively reviewing safe, medically appropriate housing options through Furnished Finder and similar platforms. Weinstein must immediately approve and directly cover relocation to one of these ADA-compliant options today.
- Provide copies of:

- The full mold assessment report
- Any remediation protocol prepared or followed and whether it includes the front hallway and cleaning of my property
- Complete maintenance records for Unit 2145 since the building was built

Failure to comply will be treated as willful ADA/FHA discrimination and retaliation. This correspondence will be provided to HUD, FHA, and federal court as part of my request for emergency relief.

Katie Copeland
817-789-8498

From: john@jadouglaslaw.com <john@jadouglaslaw.com>
Date: Tuesday, September 16, 2025 at 9:59 AM
To: Copeland, Katie <K.M.COPELAND@tcu.edu>
Subject: Fwd: Cease and Desist — Immediate ADA/FHA Accommodation Required for Ms. Copeland

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

----- Forwarded message -----

From: john@jadouglaslaw.com

To: "Pamela Quinn" <pquinn@weinsteinproperties.com>, "Glynis Zavarelli" <gzavarelli@wandzlaw.com>

Cc: "Michelle Sortor" <msortor@wandzlaw.com>, amye.brochstein@phly.com

Sent: September 16, 2025 at 12:52 AM

Subject: Cease and Desist — Immediate ADA/FHA Accommodation Required for Ms. Copeland

Ms. Zavarelli,

I represent Ms. Katie Copeland regarding retaliatory acts by Weinstein Properties. Ms. Copeland is a severely injured, disabled individual recovering from a head injury. Her physicians have confirmed in writing that her health has significantly worsened due to Weinstein's mishandling of this matter and that she has a **dire need for relocation to a safe, stable environment**. I am assisting her with ensuring your compliance with her state and federal protections.

You and your agents must immediately **CEASE AND DESIST** from all harassment, retaliation, and unauthorized entry into Unit 2145. Ms. Copeland does not consent to entry. Any further attempts will be treated as trespass, retaliation, and spoliation of evidence.

Weinstein Properties has repeatedly failed to engage in the required **interactive process** under the Fair Housing Act and the Americans with Disabilities Act. Ms. Copeland has submitted multiple accommodation requests, yet Weinstein has not provided safe housing or attempted good-faith dialogue. Through analyzing all of the correspondence, I have failed to find a single instance of adhering to your requirements with regard to a displaced disabled tenant.

Immediate accommodation is required. Ms. Copeland must be relocated to safe, medically appropriate housing of her choosing that meets her documented needs, including:

- Two rooms / three beds and a yard for her service animals
- Safe air and water quality (mold-free, no sulfur odors)
- Stability and security, with no repeated moves or surprise inspections
- Access to recovery supports (e.g., hot tub/infrared sauna) as recommended by her doctors
- Per diem food allowance - please do your research on what she and her children are afforded under federal laws

Property Preservation & Access

- Ms. Copeland cannot physically pack or transport her belongings due to her head injury and physician restrictions.
- Weinstein must immediately engage a **licensed moving and storage company** to safely pack, inventory, and store all of Ms. Copeland's belongings at Weinstein's expense. Ms. Copeland is to choose the provider and date/time.
- This preserves evidence, prevents further injury, and ensures her medically necessary items (including prescriptions and medical equipment) are not lost or damaged.
- Ms. Copeland reserves the right to have an independent representative present during packing to confirm chain of custody.

Attached please find physician notes confirming that Ms. Copeland's health has worsened and documenting her urgent need for relocation and supportive accommodations. Her conditions require longer time to recover from injuries, which she should be doing in a safe ADA-compliant home.

If Weinstein does not immediately comply, we will seek emergency relief in federal court, including a Temporary Restraining Order. Continued violations will be treated as intentional ADA/FHA discrimination, retaliation, and bad-faith obstruction. FHA is being informed of your recent actions. Ignorance of your client's duties and obligations to disabled tenants is not a defense to ongoing civil rights violations. Nor does October 26, 2025 end your period of liability.

With urgency,

John Douglas

Advocate for Ms. Kathryn Copeland

EXHIBIT “A-27”

C013841 EAST BORADWAY APTS

11/21/2025 2:21 PM

LOCK AUDIT REPORT

Page 1 of 7

Lock name: 2145
Lock type: UNIT LOCK
Date created: 11/21/2025 02:20 PM
Zone: (NO ZONE)
Lock Software
Version: 1.5
Status:
Lock Date/Time: 11/21/2025 02:17 PM
Utility Device
Date/Time: 11/21/2025 02:16 PM
Number of
Transactions: 200

B=Bad Record

(R=Resident; S=Staff; V=Vendor)

Date/Time	Key Type	Key User ID / Name	Add'l Data
-----------	----------	--------------------	------------

C013841 EAST BORADWAY APTS

11/21/2025 2:21 PM

LOCK AUDIT REPORT

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C013841 EAST BORADWAY APTS

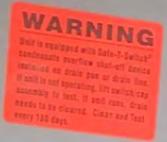
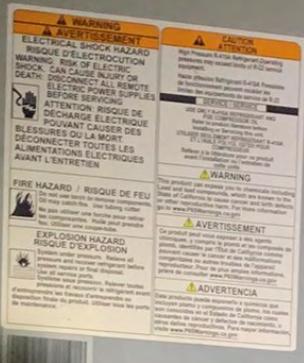
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EXHIBIT “A-28”

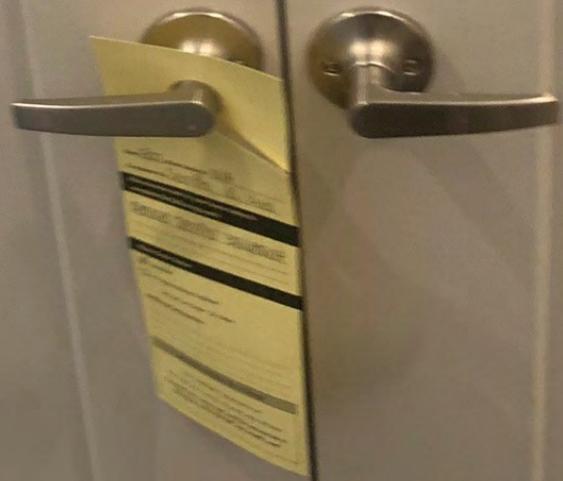
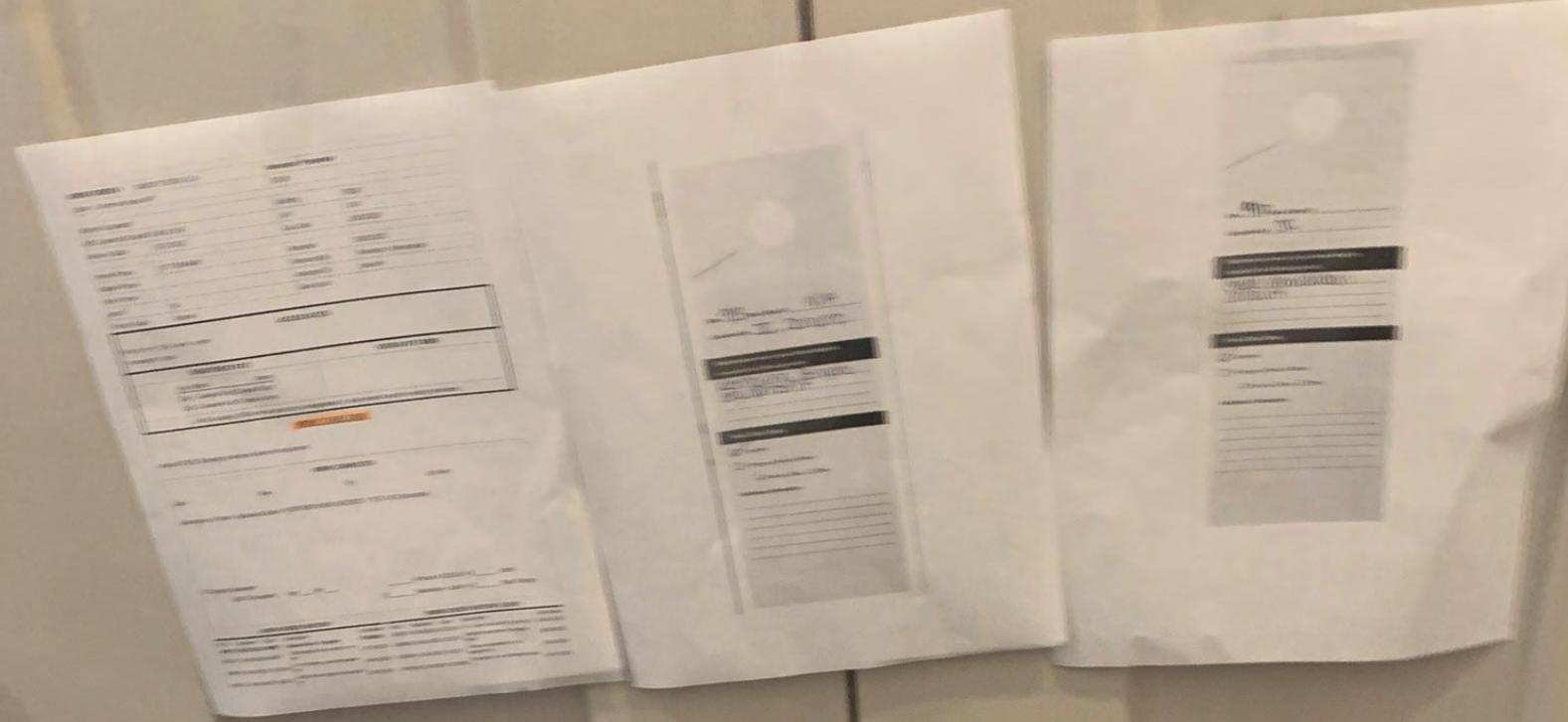


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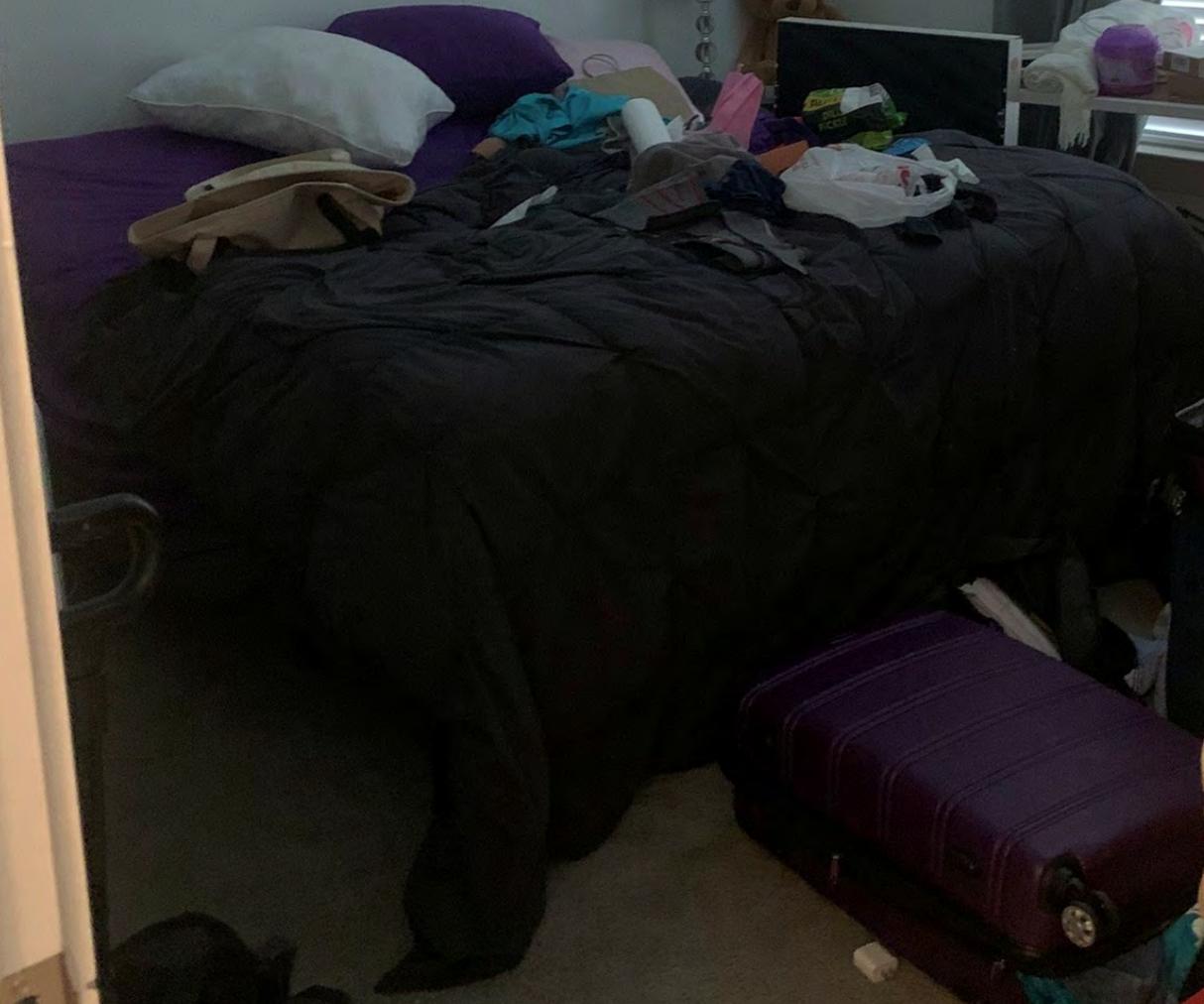


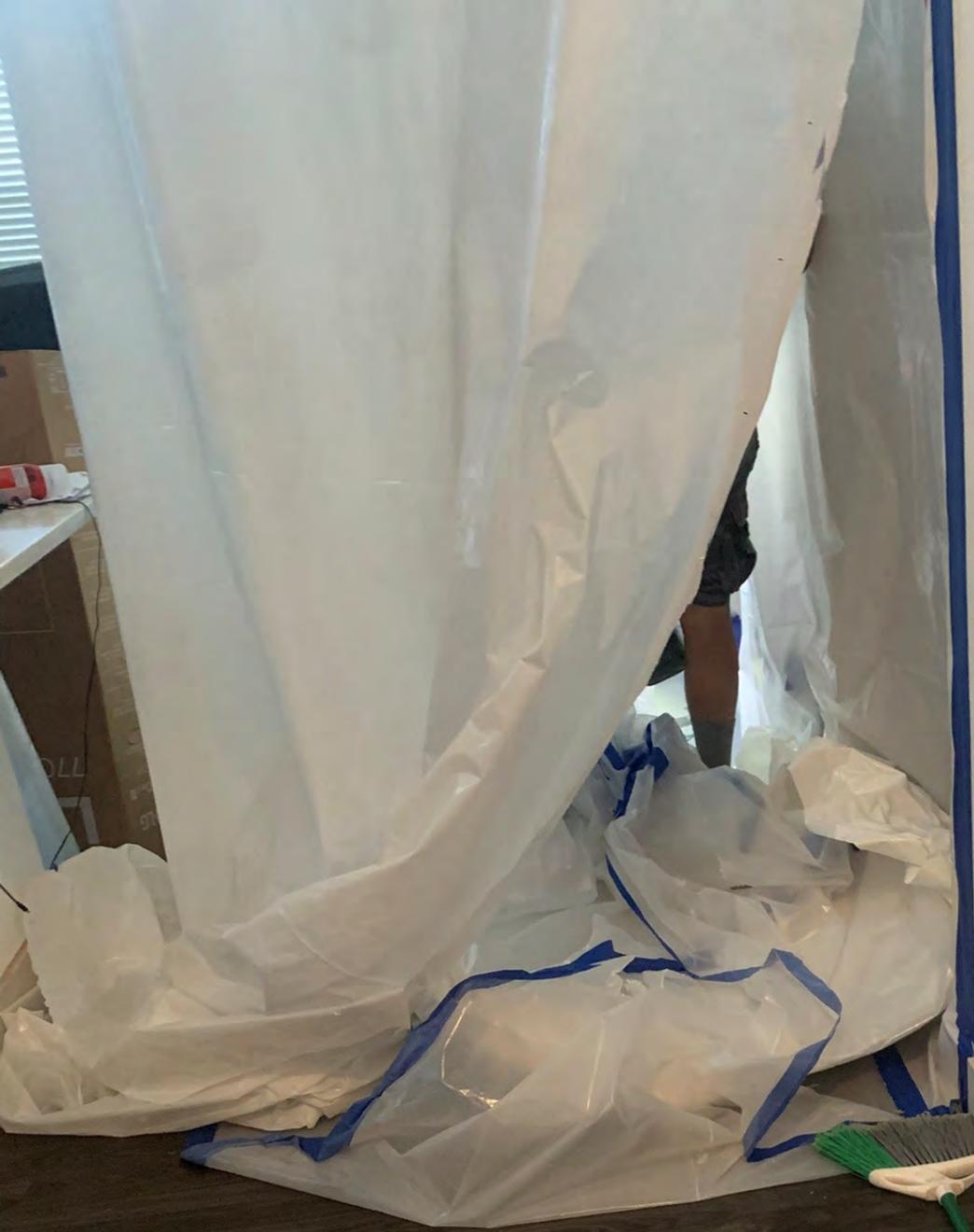






















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E-Z Flow II

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E-Z flow II.

D&DEP | Wonders







DICON



















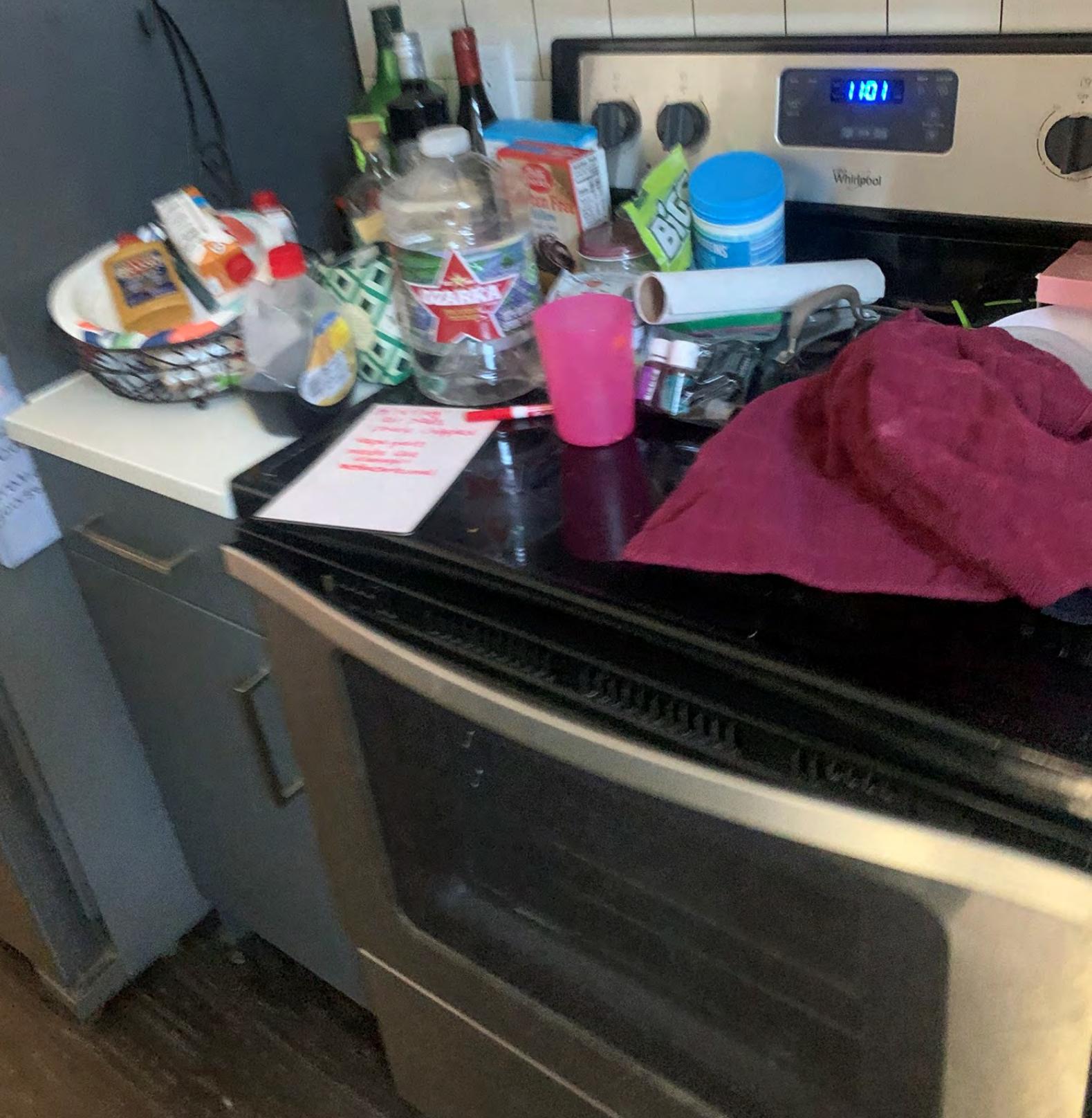






1101

Whirlpool



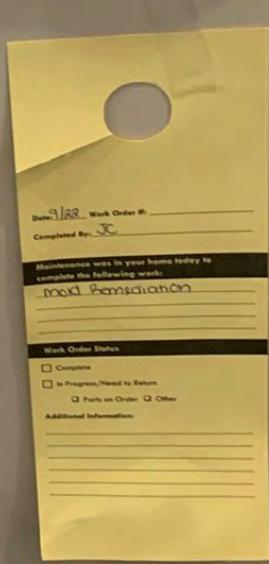
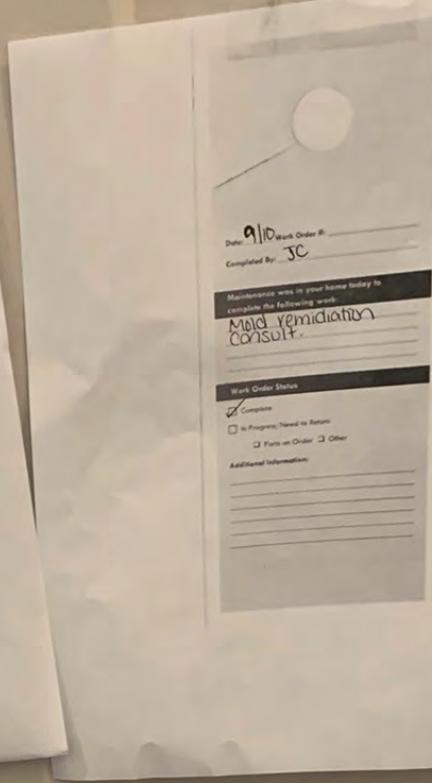
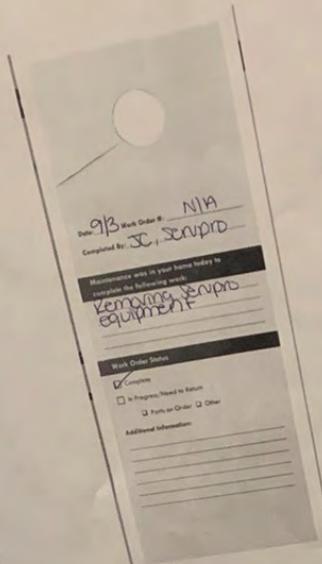


EXHIBIT “A-29”

CAUSE NO. 2025 OCT -2 P111: 13**WEINSTEIN MANAGEMENT
COMPANY, INC. AND WMCI
DALLAS XC, LLC,**§ IN THE DISTRICT COURT OF
§ DISTRICT CLERK**Plaintiffs,**

§

v.

§

KATHRYN COPELAND,

§ TARRANT COUNTY, TEXAS

Defendant.

§

JUDICIAL DISTRICT**TEMPORARY RESTRAINING ORDER**

On this day came on to be heard, Plaintiffs', Weinstein Management Company, Inc., and WMCI Dallas XC, LLC, Original Petition, Application for Temporary Restraining Order, and Request for Temporary and Permanent Injunctions, Upon hearing and notice to Defendant, Kathryn Copeland, and after considering Plaintiffs', Weinstein Management Company, Inc., and WMCI Dallas XC, LLC, Original Petition, Application for Temporary Restraining Order, and Request for Temporary and Permanent Injunctions, the Court finds that harm is imminent to Plaintiffs, and if the Court does not issue the Temporary Restraining Order, Plaintiffs will be irreparably injured. Therefore, , the Court is of the opinion that the following order should issue, to restrain and enjoin Defendant from interfering with the repair and remediation of purported mold in her apartment unit, to include refusing to allow Weinstein Properties' staff and/or third-party vendors access to the apartment in order to perform actions necessary to repair, remediate, and safeguard the apartment unit and fixtures within. The Court finds that injunctive relief is necessary to prevent further damage to the apartment unit and/or fixtures within.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Plaintiffs' request for injunctive relief is hereby **GRANTED**.
2. Plaintiffs have standing to seek injunctive relief to ensure remediation/repair work will be performed without further delay by Defendant, and prevent further damage and safeguard their property.
3. Plaintiffs do not have an adequate remedy at law, as Defendant's continued interruption, delay, and/or interference with vital maintenance, repair, and/or remediation of the property places Plaintiffs in actual danger of damage to their property.
4. Plaintiffs have a probable right to recovery under their breach of contract, declaratory judgment, and/or tortious interference with contract claims.
5. Therefore, by this Order, the Court issues this Temporary Restraining Order, **GRANTED PLAINTIFFS INJUNCTIVE RELIEF AND RESTRAINING DEFENDANT FROM THE FOLLOWING:**
 - a. Interfering with and/or preventing Plaintiffs from moving Defendant's personal property items within the unit, as may be necessary to effectuate repairs, remediation, and/or safeguarding of Plaintiffs' property;
 - b. Preventing Plaintiffs, their staff, their representatives and/or agents, and/or their vendors from entering the premises at 405 Crawford St., Apt. 2145;
 - c. Entering the premises located at 405 Crawford St., Apt. 2145, after a notice has been placed on the front door, in compliance with the applicable rules of the Texas Department of Licensing and Regulation, that mold remediation is being undertaken in the apartment;
 - d. Entering the premises located at 405 Crawford St., Apt. 2145, after remediation has been completed and while other necessary repairs (including sheetrock repair, drywall installation, and painting) are taking place;
 - e. Plaintiff will deliver all items remaining in the apartment and deliver them to Defendant within 3 days.
 - f. Defendant shall provide a list items she needs for medical or sentimental reasons and Plaintiff will deliver those items to Defendant as allowed by law.
 - g. Remediation can resume today.

The Court finds that the issuance of \$1,000.00 in security of a bond is sufficient to protect any interests of Defendant in this matter. The bond shall be affixed with two or more good and sufficient sureties, or shall be made in cash.

The foregoing Order shall remain in effect from the date and time of the entry of this Order until fourteen days after entry or until further agreed by the parties or as otherwise ordered by this Court.

This Court further Orders the Clerk to issue notice to Defendant that the hearing on the Plaintiffs' Application for Temporary Injunction is set for: October 14,
2025, at 10:30 a.m..

The purpose of the hearing will be to determine whether a temporary injunction should be issued upon the same grounds and particulars as specified herein or as requested in Plaintiffs' then-current petition. This hearing will take place in person at the Tom Vandergriff Civil Courts Building located at 100 North Calhoun Street, Fort Worth, TX 76196.

The Clerk shall, forthwith, issue a temporary restraining order in conformity with the law and the terms of this Order.

SIGNED on October 2, 2025, at 10:30 a.m./p.m.


DISTRICT COURT JUDGE

From: [Jasmin Andrade](#)
To: k.m.copeland@tcu.edu
Cc: [Amanda T. Pfisterer](#)
Subject: 141-370402-25 WEINSTEIN MANAGEMENT CO | v | KATHRYN COPELAND
Date: Thursday, October 2, 2025 11:25:00 AM
Attachments: [14137040225000022.PDF](#)
[image001.png](#)

Please see the attached signed Temporary Restraining Order.

Thank you,

Jasmin Andrade

Administrative Court Clerk-141st
Tarrant County District Clerk
Tom Vandergriff Civil Courts Building
100 N. Calhoun St, 2nd Floor
Fort Worth, TX 76196
[\(817\)-884-1588](#)

jandrade@tarrantcountytexas.gov





TARRANT COUNTY
THOMAS A. WILDER
DISTRICT CLERK - CIVIL
100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

747sc

KATHRYN COPELAND
405 CRAWFORD ST APT 2145
FORT WORTH TX

EXHIBIT “A-30”

Subject: Re: Follow-Up on September 8 Mold Assessment Report
Date: Thursday, October 23, 2025 at 12:05:13 PM Central Daylight Time
From: Dayna Boor
To: Katie Copeland
Attachments: Weinstein-090425_Mold_Remediation_Protocol.pdf, Weinstein-090425_Reinspection_Report.pdf, Weinstein-090425_Air_Samples_Full_Lab_Report.pdf, Weinstein-090425_Tape_Lift_Full_Lab_Report.pdf, Weinstein-090425_Entry_Surface_Swab_Sample_Full_Lab_Report.pdf

Katie,

Please see attached reports. The remediation protocol was sent on 9/8. I was not initially made aware of the area by the front door but did go back and do an inspection of that area on 10/17. My swab sample collected by the front door on 10/17 did not find any Stachybotrys or anything unusual. I've attached my re-inspection report of that area. I did suggest that the baseboards and drywall in that area could be removed to further inspect.

For the contents - the remediation protocol calls for the contents to be packed-out of the apartment and cleaned according to EPA guidelines. The contents needed to be moved out so that the remediation company had room to perform a full environmental cleaning on the entire apartment.

I hope this information is helpful to you.

Dayna

On Thu, Oct 23, 2025 at 12:23 AM Katie Copeland <quinnandpoppy@gmail.com> wrote:
Ms. Boor,

I hope you're doing well. I received what appears to be your September 8, 2025 Mold Assessment and Remediation Protocol for Weinstein Properties – Unit 2145, Bowery at Southside.

Could you please confirm that this is your report? If so, would you prefer to provide a cleaner version with all components, including lab results, so I can be sure I'm reading it accurately?

Do your records indicate when and to whom the report was delivered? I assume it was shortly after completion, but I want to make sure I understand the timing correctly.

Your report notes that the client requested the assessment following a water loss from the HVAC condensation drain line affecting the mechanical closet and guest bedroom. Were you provided with or made aware of any prior mold assessments or lab findings from BioTex Inspections in June 2025, particularly results showing Stachybotrys or other toxic mold near the front door?

Finally, does your remediation protocol specify that licensed mold remediation is

required and that contents should not be removed until clearance testing confirms safety? The area of contents cleaning is a bit foreign to me so I want to get an understanding of how my belongings are meant to be handled.

I appreciate your time and professionalism. I'm not asking for confidential opinions—just confirming a few factual details for accuracy.

Sincerely,
Katie Copeland
817-789-8498

From: Katie Copeland <quinnandpoppy@gmail.com>
Date: Thursday, October 2, 2025 at 9:07 PM
To: Dayna Boor <dayna@dallasmoldconsultants.com>
Subject: Re: Mold Assessment and Protocol

Yes, but I will try again.

Sincerely,
Katie Copeland
817-789-8498

From: Dayna Boor <dayna@dallasmoldconsultants.com>
Date: Thursday, October 2, 2025 at 6:03 PM
To: Katie Copeland <quinnandpoppy@gmail.com>
Subject: RE: Mold Assessment and Protocol

Katie,

I can only release reports to the client who hired me. In this case, the property management company. Have you asked them for it?

Dayna

Sent from my T-Mobile 5G Device

----- Original message -----
From: Katie Copeland <quinnandpoppy@gmail.com>
Date: 10/2/25 12:58 PM (GMT-06:00)
To: office@dallasmoldconsultants.com
Subject: Mold Assessment and Protocol

Hello,

I am the tenant at at 220 E. Broadway #2145, Fort Worth, TX 76104.
May I please have a copy of the mold assessment report, lab results, and protocol completed in early September? I am especially curious about the findings of the lab tests on my belongings.

Sincerely,
Katie Copeland
817-789-8498

--
Dayna Boor
Dallas Mold Consultants
www.dallasmoldconsultants.com
972-945-MOLD office
214-606-1330 cell

EXHIBIT “A-31”

CAUSE NO. 141-370402-25

**WEINSTEIN MANAGEMENT
COMPANY, INC. AND WMCI DALLAS
XC, LLC,**

Plaintiffs,

v.

KATHRYN COPELAND,

Defendant.

IN THE DISTRICT COURT OF

TARRANT COUNTY, TEXAS

141st JUDICIAL DISTRICT

THOMAS A. WILDER
DISTRICT CLERK

2025 OCT 16 PM 2:13

FILLED
TARRANT COUNTY

TEMPORARY INJUNCTION

On this day came on to be heard, Plaintiffs', Weinstein Management Company, Inc., and WMCI Dallas XC, LLC, Original Petition, Application for Temporary Restraining Order, and Request for Temporary and Permanent Injunctions, Upon hearing and notice to Defendant, Kathryn Copeland, and after considering Plaintiffs', Weinstein Management Company, Inc., and WMCI Dallas XC, LLC, Original Petition, Application for Temporary Restraining Order, and Request for Temporary and Permanent Injunctions, the Court finds that harm is imminent to Plaintiffs, and if the Court does not issue the Temporary Injunction, Plaintiffs will be irreparably injured.

Therefore, the Court is of the opinion that the following order should issue, to restrain and enjoin Defendant from interfering with the repair and remediation of purported mold in her apartment unit, to include refusing to allow Weinstein Properties' staff and/or third-party vendors access to the apartment in order to perform actions necessary to repair, remediate, and safeguard the apartment unit and fixtures within. The Court finds that injunctive relief is necessary to prevent further damage to the apartment unit and/or fixtures within, and that the harm to Plaintiffs

outweighs any potential harm to Defendant, and the requested injunctive relief is necessary to preserve the status quo pending a final adjudication on the merits..

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Plaintiffs' request for injunctive relief is hereby **GRANTED**.
2. Plaintiffs have standing to seek injunctive relief to ensure remediation/repair work will continue to be performed without further delay by Defendant, and prevent further damage and safeguard their property, without which Plaintiffs will suffer immediate and irreparable injury/damages, for which there is no adequate remedy at law.
3. Plaintiffs do not have an adequate remedy at law, as Defendant's continued interruption, delay, and/or interference with vital maintenance, repair, and/or remediation of the property places Plaintiffs in actual danger of damage to their property.
4. Plaintiffs have a probable right to recovery under their breach of contract, declaratory judgment, and/or tortious interference with contract claims.
5. Plaintiffs' rights and property cannot be fully and adequately preserved without the issuance of this Temporary Injunction.
6. Therefore, by this Order, the Court issues this temporary injunction pursuant to Tex. R. Civ. P. 680, Tex. Civ. Prac. & Rem. Code § 65.001. Defendant is **TEMPORARILY ENJOINED AND RESTRAINED FROM:**
 - a. Returning any item of Defendant's personal property items to Apt. 2145;
 - b. Preventing Plaintiffs, their staff, their representatives and/or agents, and/or their vendors from entering the premises at 405 Crawford St., Apt. 2145;
 - c. Entering the premises located at 405 Crawford St., Apt. 2145, after a notice has been placed on the front door, in compliance with the applicable rules of the Texas Department of Licensing and Regulation, that mold remediation is being undertaken in the apartment;
 - d. Entering the premises located at 405 Crawford St., Apt. 2145, after remediation has been completed and while other necessary repairs (including sheetrock repair, drywall installation, installation of replacement flooring, and painting) are taking place;

The Court **FURTHER ORDERS** that the current remediation and/or repair ongoing in the Apartment can continue to completion.

At the October 2, 2025 hearing, the Court found that the issuance of \$1,000.00 in security of a bond is sufficient to protect any interests of Defendant in this matter. The bond was to be affixed with two or more good and sufficient sureties, or shall be made in cash. The Court further finds that Plaintiffs have posted a cash bond in the amount of \$1,000.00, and that the previous Bond posted in this matter remains sufficient to protect the interests of Defendant in this matter.

The October 2, 2025 Temporary Restraining Order issued by the Court expires on October 16, 2025. This Temporary Injunction shall remain in effect as of the date and time of the entry of this Order until further order of the Court or the entry of a final judgment in this case.

The Clerk shall, forthwith, issue a Temporary Injunction in conformity with the law and the terms of this Order. *Trial set for May 11, 2026.*

SIGNED on October 14, 2025, at 10:35 a.m./p.m.



DISTRICT COURT JUDGE

From: [Jasmin Andrade](#)
To: "k.m.copeland@tcu.edu"; "k.m.copeland@tcu.edu"; "GZAVARELLI@WANDZLAW.COM"; "MSORTOR@WANDZLAW.COM"
Cc: [Priscilla M. Castillo](#)
Subject: 141-370402-25 WEINSTEIN MANAGEMENT | v | KATHRYN COPELAND
Date: Thursday, October 16, 2025 2:39:00 PM
Attachments: [141370402252025101637SETTINGORDTRIALWKOF51126.PDF](#)
[141370402252025101638TEMPINJ.PDF](#)
[image001.png](#)

Please see the attached Signed Setting order & Temporary Injunction Order.

**As ReSearchTX works to refine their noticing process,
the District Clerk's office will send notices until the issues are resolved.

Thank you,

Jasmin Andrade

Administrative Court Clerk-141st
Tarrant County District Clerk
Tom Vandergriff Civil Courts Building
100 N. Calhoun St, 2nd Floor
Fort Worth, TX 76196
[\(817\)-884-1588](#)

jandrade@tarrantcountytexas.gov





TARRANT COUNTY
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100 N. CALHOUN ST., 2ND FLOOR
FORT WORTH, TEXAS 76196-0402

141st

KATHRYN COPELAND
405 CRAWFORD ST APT 2145
FORT WORTH TX

EXHIBIT “A-32”

Subject: Notice to Vacate for Non Payment of Rent/Notice of Late Payment
Date: Thursday, November 6, 2025 at 1:30:33 PM Central Standard Time
From: thebowery@weinsteinproperties.com
To: Copeland, Katie
Attachments: NTVTX_444918_263.pdf

[EXTERNAL EMAIL WARNING] DO NOT CLICK LINKS or open attachments unless you recognize the sender and know the content is safe.

Dear Resident,

You are receiving the attached Notice to Vacate for Non-Payment of Rent/Notice of Late Payment because our records show that you have not yet paid your balance in full, including the current month. A copy of this notice has also been mailed to you via First-Class Mail.

While we understand that this may be a simple oversight, you must pay your balance in full immediately to avoid having to move out by the date indicated on the attached notice.

To pay the total amount due, including any additional daily late fees that have accrued (if applicable), visit the Leasing Office to drop off a cashier's check or money order or you can make a credit card payment by visiting bowerysouthside.com and logging into your online account. Note: There is a convenience fee for credit card payments. Unfortunately, we cannot accept personal checks for past due amounts.

We appreciate your prompt attention to this matter and please do not hesitate to contact us with any questions at (833) 887-1948 or by email at thebowery@weinsteinproperties.com.

Sincerely,
The Bowery at Southside

This communication is an attempt to collect a debt. Any information obtained will be used for that purpose.

11/6/2025

Dear Valued Resident,

You are receiving the attached Notice to Vacate for Nonpayment of Rent because our records show that you have not yet paid your balance in full, including the current month.

While we understand that this may be a simple oversight, you must pay your balance in full immediately to avoid having to move out by the date indicated on the attached notice.

To pay the total amount due, including any additional late fees, court costs or attorney's fees that accrue, visit the Leasing Office to drop off a cashier's check or money order (in person or via the drop box) or you can make a debit/credit card payment by visiting bowerysouthside.com and logging into your online account. *Note: There is a service fee for debit/credit card payments. Unfortunately, we cannot accept personal checks for past due amounts.*

We appreciate your prompt attention to this matter and please do not hesitate to contact us with any questions at (833) 887-1948.

Sincerely,



The Bowery at Southside

This communication is an attempt to collect a debt. Any information obtained will be used for that purpose.

Please consider registering for Auto-Pay once your account is current.

Auto-Pay is a FREE service that automatically debits your bank account each month to pay your total balance.

When enrolled into Auto-Pay, not only do you not have to remember to make a payment each month but you're also automatically entered into a drawing each month for a chance to win \$100 off your rent. *To sign up, login to your Online Resident Services account and visit the Auto-Pay screen.*

Note: You can also use debit/credit card for AutoPay but there is a service fee, using your bank account is FREE.

**NOTICE TO VACATE FOR
NON-PAYMENT OF RENT, UTILITIES OR OTHER SUMS**

11/6/2025

Kathryn Copeland and all other occupants
405 Crawford St Apt# 2145
Fort Worth, TX 76104

RE: Notice to vacate for non-payment of rent, utilities or other sums, TAA Lease Contract dated 05/26/2025 between the residents named above and WMCI Dallas X LLC t/a The Bowery at Southside (owner).

Dear Resident(s):

Because you have not paid the following:

Water - 1140.0 gallons	4.17
Read 05/22 137590.0 - 06/22 138730.0	
# of Days = 31 (Rate is \$3.66 per 1,000 gallons)	
Wastewater - 1140.0 gallons	6.38
Read 05/22 137590.0 - 06/22 138730.0	
# of Days = 31 (Rate Is \$5.60 per 1,000 gallons)	
Water Base Charge 05/22 - 06/22	1.63
Wastewater Base Charge 05/22 - 06/22	0.87
Service Fee 05/22 - 06/22	1.17
Base Rent (08/2025)	2442.00
Storm Water (08/2025)	1.93
Storage Room (08/2025)	25.00
Valet Trash (08/2025)	30.00
Pest Control Fee (08/2025)	5.00
Res Protect Waiver Only (08/2025)	12.00
Water - 730.0 gallons	2.67
Read 06/22 138730.0 - 07/22 139460.0	
# of Days = 30 (Rate Is \$3.66 per 1,000 gallons)	
Wastewater - 730.0 gallons	4.09
Read 06/22 138730.0 - 07/22 139460.0	
# of Days = 30 (Rate is \$5.60 per 1,000 gallons)	
Water Base Charge 06/22 - 07/22	1.63
Wastewater Base Charge 06/22 - 07/22	0.87
Service Fee 06/22 - 07/22	0.83
Base Rent (09/2025)	2442.00
Storm Water (09/2025)	1.93
Storage Room (09/2025)	25.00
Valet Trash (09/2025)	30.00
Pest Control Fee (09/2025)	5.00
Res Protect Waiver Only (09/2025)	12.00
Late Fee, 10% of \$2442.00	244.20
Water - 90.0 gallons	0.33
Read 07/22 139460.0 - 08/22 139550.0	
# of Days = 31 (Rate is \$3.66 per 1,000 gallons)	
Wastewater - 90.0 gallons	0.50
Read 07/22 139460.0 - 08/22 139550.0	
# of Days = 31 (Rate is \$5.60 per 1,000 gallons)	
Water Base Charge 07/22 - 08/22	1.63
Wastewater Base Charge 07/22 - 08/22	0.87
Service Fee 07/22 - 08/22	0.30
Base Rent (10/2025)	2442.00

Storm Water (10/2025)	1.93
Storage Room (10/2025)	25.00
Valet Trash (10/2025)	30.00
Pest Control Fee (10/2025)	5.00
Res Protect Waiver Only (10/2025)	12.00
Late Fee, 10% of \$2442.00	244.20
Storage Room \$60.00 @ 27 days	52.26
Water - 180.0 gallons	0.66
Read 08/22 139550.0 - 09/22 139730.0	
# of Days = 31 (Rate is \$3.66 per 1,000 gallons)	
Wastewater - 180.0 gallons	1.01
Read 08/22 139550.0 - 09/22 139730.0	
# of Days = 31 (Rate is \$5.60 per 1,000 gallons)	
Water Base Charge 08/22 - 09/22	1.63
Wastewater Base Charge 08/22 - 09/22	0.87
Service Fee 08/22 - 09/22	0.38
Base Rent (11/2025)	2442.00
Storm Water (11/2025)	1.93
Storage Room (11/2025)	25.00
Storage Room (11/2025)	60.00
Valet Trash (11/2025)	30.00
Pest Control Fee (11/2025)	5.00
Res Protect Waiver Only (11/2025)	12.00
Late Fee, 10% of \$2442.00	244.20

Your rights of occupancy and possession are hereby terminated under the provisions of your lease. You are still liable for rent and other charges you may owe under the TAA Lease Contract. Details of unpaid sums are above.

Demand for possession is hereby made. You are hereby given notice to vacate the dwelling on or before 11:59p.m., 12/09/2025. Your failure to move out then will result in appropriate legal action by us before the Justice of the Peace. Delay or postponement of such action does not waive our rights. This notice to vacate is unconditional.

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal Law. Learn the steps you should take now: visit www.cfpb.gov/eviction or call a housing counselor at 800-569-4287.

If you wish to discuss this notice of you vacating the dwelling, please contact us.

11/6/2025

Date notice was given

Signature of owner's representative

Christina Peterson

Printed Name

(833) 887-1948

Phone Number

thebowery@weinsteinproperties.com

Email Address

Proof of Delivery of Notice to Vacate to Resident

On 11/6/2025, I served the NOTICE described herein to the following Resident(s):

Kathryn Copeland

- Notice to vacate – Non-Payment of Rent, Utilities or Other Sums
 FIRST CLASS MAIL; CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR REGISTERED MAIL

11/6/2025

Date notice was given

Signature of owner's representative

Christina Peterson
Printed Name

EXHIBIT “B”

**WEINSTEIN MANAGEMENT CO.,
INC. AND WMCI DALLAS X, LLC,**

Plaintiffs,

V.

KATHRYN COPELAND,

Defendant.

IN THE DISTRICT COURT OF

ଶ୍ରୀମଦ୍ଭଗବତ

TARRANT COUNTY, TEXAS

JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION,
APPLICATION FOR TEMPORARY RESTRAINING ORDER, AND
REQUEST FOR TEMPORARY AND PERMANENT INJUNCTIONS**

COMES NOW, Plaintiffs, Weinstein Management Co., Inc., and WMCI Dallas X, LLC, and request relief from this Honorable Court, as to the illegal and tortious actions of Kathryn Copeland, Defendant.

Defendant is a leaseholder of an apartment unit at The Bowery at Southside, an apartment complex owned by Plaintiff WMCI Dallas X, LLC (hereinafter “WMCI”), and managed by Plaintiff Weinstein Management Co., Inc. (hereinafter “Weinstein Properties”), d/b/a Weinstein Properties. Plaintiffs seek to restrain and enjoin Defendant from interfering with the repair and remediation of purported mold in her apartment unit, to include refusing to allow Weinstein Properties’ staff and/or third-party vendors access to the apartment in order to perform actions necessary to repair, remediate, and safeguard the apartment unit and fixtures within.

Injunctive relief is necessary to prevent further damage to the apartment unit and/or fixtures within, to effectuate compliance with applicable governing provisions of the State of Texas, as laid out in Texas Department of Licensing and Regulations' statutory and administrative regulations

for mold inspection, assessment, and remediation in Texas, and in accordance with City of Fort Worth Municipal Code, in relation to Code Compliance. To date, Defendant has stymied, delayed, obstructed, obfuscated, and prevented various vendors from being able to complete repair/remediation in her leased apartment unit.

I.

STATEMENT OF RELIEF

1. Pursuant to Rule 47(c) of the Texas Rules of Civil Procedure, Plaintiffs seek damages within the jurisdictional limits of the Court, including non-monetary relief, and make a demand for judgment for all other relief to which Plaintiffs are entitled. Plaintiffs affirmatively state that they are not seeking monetary relief from Defendant, at this time.

II.

DISCOVERY CONTROL PLAN

2. Discovery in this matter is intended to be conducted under Level II of the Texas Rules of Civil Procedure.

III.

THE PARTIES

3. Plaintiff Weinstein Management Co., Inc. is a foreign corporation incorporated in the State of Virginia, which does business in Texas, and which can be served with pleadings via its attorney of record, Glynis L. Zavarelli, 3120 Sabre Dr., Suite 170, Southlake, Texas.

4. Plaintiff WMCI Dallas X, LLC is a foreign limited liability corporation formed in the State of Virginia, which does business in Texas, and which can be served with pleadings via its attorney of record, Glynis L. Zavarelli, 3120 Sabre Dr., Suite 170, Southlake, Texas.
5. Defendant Kathryn Copeland is an individual residing in Tarrant County, Texas, and can be served at her last known address, 405 Crawford St., Apt. 2145, Fort Worth, Texas and/or Holiday Inn Express & Suites Fort Worth Downton by IHG, located at 1111 W. Lancaster Ave., Fort Worth, Texas 76102. In the alternative, Defendant can be served anywhere she may be found.

IV.

JURISDICTION AND VENUE

6. Venue is proper in Tarrant County, Texas, because a substantial portion of the events and/or omissions giving rise to Plaintiffs' claims occurred in Tarrant County, and because transactions entered into between Plaintiffs and Defendant occurred in Tarrant County, pursuant to Tex. Civ. Prac. & Rem. Code § 15.002(a)(1).

V.

FACTUAL BACKGROUND

LEASE INFORMATION AND PRELIMINARY CIRCUMSTANCES

7. An affidavit attesting to the accuracy of matters contained within this Original Petition and Application for Restraining Order and which serves as a Business Record Affidavit is attached as **Exhibit "A"**.
8. On or about October 18, 2023, Defendant, Kathryn Copeland entered into a standard Texas Apartment Association lease agreement with Defendant WMCI, for the rental of an apartment unit located at 405 Crawford Street, Apt. 2145, in Fort Worth, Texas,

76104. The lease agreement, dated October 21, 2023 to December 22, 2024, is attached as **Exhibit “B”**; included in Exhibit B are Defendant’s initial lease and subsequent lease extensions.

9. This lease agreement was extended as to the following periods of time, as between WMCI and Defendant:
 - a. December 23, 2024 to May 25, 2025 (hereinafter, “the December 2024 lease extension”, contained within **Exhibit “B”**);
 - b. May 25, 2025 to August 26, 2025 (hereinafter, “the May 2025 lease extension”, contained within **Exhibit “B”**).
10. On August 29, 2024, Defendant submitted a work order stating that she suspected a leak under her sink. The area was inspected and no leak was found, although it was noted that there were items leaning on water lines. **Exhibit “C”**, work orders relating to Defendant’s apartment unit, are attached and incorporated herein as if set forth at length.
11. On September 2024, Defendant made a work order relating to the performance of her HVAC. No mold was detected. **Exhibit “C”**.
12. In October 2024, and again in March 2025, organic growth (which was noted not to be mold by the maintenance technician) was observed on the wall next to the front door. As there was no source of water in this area of the apartment, it was determined that a possible cause was condensation from the HVAC unit being turned on high. Each time, the area was treated. The Defendant made no further complaints regarding the area beside the door until June 27, 2025. **Exhibit “C”**.

13. From September 2024 through May 2025, Defendant's HVAC filter was changed five times; at no point during these changes (which were conducted by Plaintiff Weinstein Properties' maintenance staff) was any mold detected or suspected within the HVAC unit or closet in which the HVAC unit was contained. At no point in time from September 2024 until June 27, 2025 did Defendant report any visible or suspected mold or smells she associated with mold, relating to the HVAC closet.
14. On or about June 3, 2025, Defendant submitted a work order which stated: "Hi - I am not sure if it is the A/C or a leak somewhere, but I hear a consistent dripping or splashing sound in my main living area. It's pretty noticeable."
15. On or about June 4, 2025, maintenance workers entered Defendant's apartment. No leak was detected. The HVAC unit was unclogged. No mold was detected inside the HVAC unit closet at that time.

ACTIONS TAKEN BY DEFENDANT SHOWING SHE HAD NOTICE OF "MOLD" AND FAILED TO TIMELY NOTIFY PLAINTIFFS

16. Unbeknownst to Plaintiffs, Defendant had acquired a "written statement" from "David Quiram", dated June 10, 2025, regarding purported sighting of "mold" and a smell in Defendant's apartment, which he stated he noticed on June 8, 2025. Mr. Quiram's June 10, 2025 statement is attached as **Exhibit "D"**.
17. Also on June 10, 2025, Defendant took photographs of her apartment wall, which she contends show "mold".
18. Plaintiffs were not made aware of this June 10, 2025 statement, nor of any condition in Defendant's apartment which she contended was mold, mold-related, or any other condition/hazard until June 27, 2025, when Defendant sent a "demand letter", purportedly made pursuant to various state and federal statutes.

19. Also unbeknownst to Plaintiffs, Defendant had independently obtained a mold assessment on June 18, 2025 from Biotex, who issued a report on June 22, 2025. This report included a mold inspection and assessment, and allegedly indicated mold growth within her apartment. Plaintiffs were not initially made aware of this mold assessment inspection, nor of the findings made, nor were they aware at that time that Defendant had suspicions of mold in her apartment. Defendant did not report that she believed mold was present in her apartment to Plaintiffs, did not report that she had suspicions of mold present in her apartment, and did not report that she had hired a mold assessment consultant to inspect her apartment.
20. On June 18, 2025, at 2:29 p.m., Defendant placed another work order, stating "I think there maybe a leak or something in the A/C system cause I hear that splashing sound again. And just now I heard something that sounded like water. I recorded it on my phone for you." Plaintiffs' maintenance staff then inspected the HVAC unit, and organic growth was discovered in that area. From June 3, 2025 to June 18, 2025, Defendant made no complaints regarding any suspected or confirmed issues in her apartment, to include the interior of the HVAC unit, the area beside her door, or suspected or confirmed organic growth, including mold. See **Exhibit "C"**.
21. On June 19, 2025, Defendant (or a third party on her behalf) took her dogs to Central Animal Hospital, for "pet testing" and medications. On June 20, 2025, Defendant arranged for a third party to pay for a "Veterinary Mycotoxin Panel". **Exhibit "E"** is attached and incorporated herein as if set forth at length. The records reflecting what these studies reveal have never been provided by Defendant, even though the bills were recently sent to counsel for Plaintiffs on September 11, 2025 (and, of note, no

information regarding any purported illness, including mycotoxin exposure, was ever reported to Plaintiffs, even when Plaintiffs agreed to board Defendant's dogs from July 14, 2025 to the present).

22. On June 24, 2025, Defendant collected news articles regarding the fire at a neighboring apartment complex which displaced residents, as "proof" that temporary lodging in Fort Worth was scarce and/or becoming scarce. See Exhibit "F".

PLAINTIFFS' FIRST RECEIPT OF WRITTEN NOTICE OF MOLD CONDITION IN DEFENDANT'S APARTMENT, AFTER JUNE 4, 2025 HVAC REPAIR

23. On June 27, 2025, Defendant sent correspondence (purporting to be, among other things, a "demand" pursuant to Texas Deceptive Trade Practices Act, and "notice" under Texas Property Code, as well as the American with Disabilities Act and Fair Housing Act), in which she contended that harmful mold existed within her apartment. Exhibit "G" (without exhibits) is attached and incorporated herein as if set forth at length.
24. The initial mold assessment ("Initial Biotex Assessment"), is undated, and was not provided to Plaintiffs until June 27, 2025. This is attached as Exhibit "H" (and incorporated herein as if set forth at length). This assessment states that "The scope and magnitude of the mold growth and affected areas exceeds 25 contiguous¹ square feet and therefore the mobile home company [sic] is equired [sic] to have a Mold Protocol written by a Texas licensed Mold Assessment Consultant and to hire a Texas licensed Mold Remediation Company perform the remedial work per the Texas Department of

¹ 16 Tex. Admin. Code § 78.10(44) refers to the contiguous area that must be cleaned or removed to remediate visible mold contamination; it does not reference "mold growth and affected areas" exceeding 25 contiguous feet. Containment must be specified in a mold remediation protocol when the mold contamination affects a total surface area of 25 contiguous square feet or more for the project.

Licensing and Regulation.” The Initial Biotex Assessment did not contain a “Mold Remediation Protocol” – to indicate the scope of work to be performed, and instead “recommended” that a licensed Mold Remediation Contractor be retained for the remediation and/or repair.

25. In her June 27, 2025 correspondence, Defendant requested that her demanded “Remedies and Accommodations” be accepted, in writing, by July 3, 2025. Such “remedies” and “accommodations” included: 1) housing at The Nobleman hotel (two bedrooms and including a kitchenette) and boarding of her “emotional support animals” (even though The Nobleman is a “pet-friendly” hotel that permits pets, inclusive of Defendant’s “emotional support animals”), 2) demand of compensation for medical expenses (which had not yet been incurred and/or for which no information [records/bills] had been provided by Defendant), and 3) various other monetary demands which were equally unsupported by any evidence.
26. On June 30, 2025, Plaintiff Weinstein Properties’ staff emailed Defendant, to propose a plan of repair/remediation, contemplating that portions of the repair could be performed in-house. Defendant was further offered a transfer to another unit, and/or to early terminate her lease without penalty. This email is attached as **Exhibit “I”** and incorporated herein as if set forth at length. Ultimately, Defendant elected neither, and instead insisted on luxury hotel lodgings and boarding of her dogs – all at no expense to her.

27. Defendant also stated on June 30, 2025, that complaints had been filed with Texas Department of Licensing and Regulation, and with the U.S. Department of Housing and Urban Development. However, these complaints have never been provided to Plaintiffs from Defendant.
28. On July 7, 2025, Plaintiff Weinstein Properties agreed to extend an offer (in addition to the previous offers to transfer to another unit and/or end the lease early without penalty) for Defendant to stay at Defendant's preferred hotel, The Nobleman, and to board her dogs separately (although the hotel was pet-friendly). Plaintiff Weinstein Properties followed up on July 8, 2025, and July 9, 2025. Plaintiff Weinstein Properties also contacted a mold remediation company, ServPro, to perform the remediation work, and this contact was made on July 8, 2025. ServPro's estimate (based on the protocol prepared by Biotex, and for which Plaintiffs paid), based on their July 9, 2025 inspection and review of the protocol, is attached as **Exhibit "J"**.
29. On July 14, 2025, Defendant was, again, offered lodging at her preferred hotel, The Nobleman (a four-star hotel), and her emotional support animals were boarded. It was noted at this time that there was potential damage to her apartment (due to suspected animal urine), and which was not attributable to any act/omission of Plaintiffs (and Defendant was made aware of this noted condition). See **Exhibit "K"**, incorporated herein as if set forth at length.
30. On July 14, 2025, instead of accepting lodging at The Nobleman as she had been requesting, Defendant instead then demanded that she be placed at The Bowie House (which is a five-star hotel and substantially more expensive, but which did not have a kitchenette, an amenity Defendant had previously demanded as being "required" to

accommodate her unidentified “disabilities”). Plaintiff Weinstein Properties’ staff confirmed reservations at The Nobleman had been made, but that same would not include “incidentals” – which would be Defendant’s responsibility. **Exhibit “L”**, which is attached and incorporated by reference as if set forth herein. Defendant was notified of the reservation.

31. On July 22, 2025, Defendant was assured that all required steps had been completed prior to remediation, and that Servpro would be completing the remediation per the protocol.
32. On July 31, 2025, at Defendant’s request (but paid for by Plaintiffs), Plaintiffs contracted with Biotex to provide a “revised” remediation protocol, which included a statement that Texas Department of Licensing and Regulation *was required* to be notified, because the mold contamination “affects a total surface area of 25 or more visible contiguous square feet”. *See FN 1.* The July 31, 2025 “revised” protocol is attached as **Exhibit “M”**, and incorporated herein as if set forth at length.
33. The July 31, 2025 protocol called for remediation in the HVAC closet and the guest bedroom. No remediation was to take place in the front entry. Further, “no content cleaning or cleaning of the tenants [sic] personal effects will be performed as part of the remediation process. This is partially due to the tape lift test that was performed which tested negative for toxic mold.” These directions/protocol items were determined by Biotex (who, again, was the company Defendant selected for mold remediation).

34. In preparation for the remediation/repair of Defendant's apartment, and as a measure of courtesy, Defendant was asked for permission to move her belongings so that such remediation could begin. Defendant failed/refused to move the items or to provide her permission for Plaintiffs to move the property within the apartment. This caused delay for Plaintiffs in being able to remediate/repair and/or safeguard their own property.
35. Defendant did not pay rent in August of 2025.
36. On August 4, 2025, another "revised" remediation protocol was received by Plaintiffs from Biotex. This protocol required that "work areas" are not occupied during the entire remediation project, and that "Personal items should be removed by the occupants prior to beginning remediation in the affected area". The Biotex Revised Protocol from August 4, 2025 is attached as Exhibit "N", and incorporated herein as if set forth at length.
37. Defendant contends that she filed a "complaint" with the Fort Worth Human Rights Council (regarding the manner in which the remediation has been addressed) on August 14, 2025; however, the substance of this complaint (or confirmation that it has been filed) has not been provided to Plaintiffs.
38. On or about August 15, 2025, Plaintiffs' counsel sent a Letter of Representation and a preservation letter (to preserve specific evidence) to Defendant.
39. Defendant's personal property items ultimately had to be moved by Plaintiff Weinstein Properties' staff (from the guest bedroom to adjoining areas of the apartment), so that the remediation work could be performed. On August 17, Defendant went to her apartment, noted that items had been moved, and then filed a police report with the City of Fort Worth Police Department, Incident No. 250319055, claiming that Plaintiff's

actions in this regard (and in entering her apartment) was criminal in nature. Per that report, it was explained to her that no criminal act had taken place. **Exhibit "O"**, Report No. 250319055, is attached and incorporated herein as if set forth at length.

40. On August 18, 2025, Defendant sent correspondence to Plaintiffs' counsel and Plaintiffs' vendor, Servpro, demanding that remediation NOT begin on her apartment. Defendant's August 18, 2025 correspondence is included as **Exhibit "P"**, and incorporated herein as if set forth at length. At this point in time, Defendant had been lodged in a luxury hotel and her two dogs boarded for more than a month, (all at Plaintiffs' expense). Due to Defendant's continued delay and obstruction, no remediation or repair work had yet been performed.
41. On or about August 19, 2025, after multiple days of attempting to schedule a meeting between Plaintiffs' counsel and Defendant, Defendant finally determined that she would not meet with counsel for Plaintiffs.
42. Plaintiffs' vendor, ServPro, contacted the Texas Department of Licensing and Regulation, and secured notice with same that remediation would begin work in Defendant's apartment on August 21, 2025, and was expected to be completed by September 2, 2025, at the earliest.
43. On August 20, 2025, Defendant emailed Plaintiffs and their remediation vendor, ServPro, demanding that no work be performed on her apartment. In response, Plaintiffs' counsel sent correspondence to Defendant, indicating that the remediation work, the protocol for which had already been submitted to the Texas Department of Licensing and Regulation, had been (again) temporarily stopped due to Defendant's

demand, but that work would begin the next day. Plaintiffs' counsel's email is attached as **Exhibit "Q"**, and incorporated herein as if set forth at length.

44. On August 21, 2025, an attorney, John Douglas, purporting to represent Defendant sent correspondence to Plaintiffs, claiming that the proposed remediation/repair of the apartment unit constituted "spoliation" of evidence (despite Defendant having had continued access to the apartment (photographing "mold" on June 8, 2025), and having had ample opportunity to attempt to preserve any evidence she contended existed in same, to include having purportedly made her own video of the apartment on August 17, which she provided to the Fort Worth Police Department). On that date, Defendant also sent additional correspondence to ServPro, alleging its continued involvement with the mold remediation work constituted spoliation. Counsel for Plaintiffs sent correspondence to both John Douglas and Defendant regarding setting up an inspection (to which no inspection was pursued by either) and requesting documentation of various factual and legal contentions (which has also never been responded to). Counsel for Plaintiffs' August 21, 2025 correspondence, and email to Defendant, is attached as **Exhibit "R"**, and incorporated herein as if set forth at length.
45. Also on August 21, 2025, Mr. Douglas, on Defendant's behalf, filed a lawsuit in Justice of the Peace Court, claiming that various events constituted "retaliation" under the Texas Property Code § 92.331. The allegations were without merit, and without factual and/or legal support. Defendant's Petition (without exhibits) in the Justice of the Peace Court and Plaintiffs' Original Answer are attached as **Exhibits "S" and "T"**, and incorporated herein as if set forth at length.

46. Beginning August 21, 2025, counsel for Plaintiffs sent numerous pieces of correspondence, emails, and attempted to contact Defendant's attorney by phone, to schedule an inspection of the apartment unit, to assuage any concerns Defendant expressed regarding "spoliation" of evidence (though same is not spoliation). Neither Defendant nor her attorney responded, and no inspection was scheduled. To date, Defendant and her attorney continue to complain that the necessary and required remediation and repair of Plaintiffs' property constitutes "spoliation" but have refused to conduct an inspection of the apartment unit (although Defendant recently returned to her apartment on September 11, 2025, and has begun residing in the apartment again, even though Plaintiffs secured a hotel).
47. On August 22, 2025, Plaintiffs' vendor, ServPro, provided notice that it would be terminating all work in Defendant's apartment unit, and counsel for ServPro sent confirming correspondence. See **Exhibit "U"**, counsel for ServPro's correspondence.
48. On August 25, 2025, Plaintiffs contacted Biotex to perform a new assessment given the length of time which had passed since the original assessment. Also on that date, Plaintiffs' counsel contacted counsel for Defendant and Defendant, to inform them that Biotex would be performing a new mold assessment. This correspondence is attached as **Exhibit "V"**.
49. On or about August 26, 2025, Defendant sent a demand letter to Biotex (the mold assessment consultant she had originally hired), purportedly pursuant to Texas Deceptive Trade Practices Act. After receiving this letter from Defendant, Biotex also declined to continue working with Plaintiffs in connection to Defendant's apartment, citing Defendant's DTPA demand.

50. Defendant indicated she wanted to agree to a company for the updated assessment, and Plaintiffs' counsel sent correspondence to Defendant on August 26, 2025 (and to her attorney, Mr. Douglas), which in part suggested a process by which Defendant and Plaintiffs could exchange the names of mold assessment companies so that agreement could be reached. On the date (August 28, 2025) which had been identified by Plaintiffs for this exchange, Plaintiffs' counsel provided the names of two suggested mold assessment companies. Defendant provided no names and provided no response to Plaintiffs' suggested companies. Therefore, Plaintiffs selected one of those companies and went forward with obtaining a new mold assessment. This August 26, 2025 correspondence and the email sent on August 28, 2025 by Plaintiffs' counsel are attached as **Exhibit "W"**, and incorporated herein as if set forth at length.
51. Defendant failed to pay September rent.
52. On or about September 11 or 12, 2025, Defendant returned to her apartment (despite the fact that she was aware that, due to her continued obstruction, no remediation and/or repair had taken place) and despite the fact that she was aware that Plaintiffs had secured a reservation for her at a hotel, since the previous two hotels secured by Plaintiff would no longer extend a room to Defendant.
53. On September 12, 2025, Plaintiff's staff sent an email to Defendant notifying her that management would need to inspect the apartment on Monday, September 15, 2025, to ensure the HVAC unit had not been turned on and the containment of the affected area of the apartment (placed by ServPro) had remained intact. **See Exhibit X**, incorporated herein as if set forth at length.

54. On September 15, 2025, Plaintiff's staff arrived to inspect Defendant's apartment. She deadbolted her apartment door, and refused to allow entry by Plaintiff Weinstein Properties' staff.
55. Defendant's counsel has now sent correspondence, on September 16, 2025 at 12:53 a.m., demanding the remediation work now be halted (alleging it is spoliation) and threatening to file a "TRO" in federal court. Defendant/counsel indicated that Defendant will not permit access for assessment, inspection, and/or remediation/repair work at this time (knowing that Plaintiffs have ceased to have remediation and repair work performed in Defendant's apartment due to delays caused directly by Defendant). The planned remediation work is now planned for September 22, 2025. This email is attached as **Exhibit "Y"** and incorporated herein as if set forth at length.
56. Per the terms of the May 2025 lease extension, Exhibit "B", a minimum of 60 days' notice was required as to: termination of the lease/intent to move-out by Defendant, and non-renewal as to Plaintiffs. On August 26, 2025, Defendant was provided notice that Plaintiffs would not be renewing her lease. The last date of occupancy for Defendant is October 26, 2025. Therefore, after this date, Defendant has absolutely no legal right to reside in the apartment.
57. Due to Defendant's specific and direct conduct, Plaintiffs have been forced to incur additional money, exert additional resources, and waste valuable time in attempting to repair, remediate, and/or safeguard their property.

VI.
CAUSES OF ACTION

A. Breach of Contract

58. Plaintiffs incorporate for the foregoing allegations as if set forth at length.
59. A valid lease exists between Plaintiff WMCI and Defendant. Plaintiff Weinstein Properties (inclusive of its staff) is Plaintiff WMCI's agent and/or representative pursuant to the valid lease.
60. Pursuant to Defendant's lease, Exhibit B, Paragraph 15.1, Plaintiffs retain the right as to "The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion."
61. Pursuant to Defendant's lease, Exhibit B, Paragraph 11, certain actions/conduct by Defendant constitute breach of contract, including:
 - a. You agree to communicate and conduct yourself in a lawful, courteous and reasonable manner at all times when interacting with us, our representatives and other residents or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by you, your occupants or guests is a breach of this Lease.
 - b. Explicitly prohibited conduct under Paragraph 11.1 includes:
 - c. Paragraph 11.1(c): disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;
 - d. Paragraph 11.1(d): disrupting our business operations; and
 - e. Paragraph 11.1(j) making bad-faith or false allegations against us or our agents to others.
62. Further, the lease explicitly provides that Plaintiffs and their vendors are entitled to enter Defendant's apartment as follows, in Paragraph 15, which Defendant has flagrantly violated:

When We May Enter. If you or any other resident, guest or occupant is present, then repair or service persons, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times (by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. We are under no obligation to enter only when you are present, and we may, but are not obligated to, give prior notice or make appointments.

63. Defendant has interfered with, interrupted, delayed, and/or otherwise stymied, through threats of litigation and/or demands made to vendors, the remediation and repair of her apartment unit, since July 7, 2025, which is the first date Plaintiffs offered to house Defendant outside of the apartment unit. Any attempt by Plaintiffs or their vendors to repair and/or remediate the unit has been met by Defendant making increasingly hostile demands, threats of litigation, and filing of a frivolous police report. Defendant has continued to contend that any remediation/repair of her apartment constitutes “spoliation” but has made no effort to coordinate an inspection of her apartment to document any evidence which she may contend will be spoliated, and instead is attempting to misuse the spoliation doctrine to prevent her apartment from being remediated and/or repaired.
64. Defendant’s continuing conduct in preventing timely repair and/or remediation of Plaintiffs’ property is unreasonable, unjustified, and in flagrant disregard of her obligations and duties under her Lease, and constitutes a breach of her lease agreement.
65. Defendant’s failure to comply with her obligations under her lease are without legal excuse.

66. Defendant's conduct is causing injury to Plaintiffs' property, which constitutes damages sustained and/or which will continue to be sustained by Plaintiffs as a result of Defendant's breach.
67. Specifically, Defendant's conduct has prevented Plaintiffs from making necessary and required repairs, including remediation of mold within the apartment. Such conduct costs Plaintiffs additional money they would not otherwise have had to pay, including paying costs/expenses to duplicate vendors, which Plaintiffs were forced to hire after Defendant's conduct caused previous vendors to stop/terminate work, and/or caused and is causing significant interruption to Plaintiffs' business operations, forcing Plaintiffs to retain new vendors, and has caused and/or is potentially causing additional damage to the interior of Plaintiffs' apartment building. Defendants' conduct has also substantially delayed the ability to even begin, much less complete, the remediation process, and as a result, Plaintiffs have incurred approximately \$25,000.00 in lodging and pet boarding expenses.

B. Declaratory Judgment

68. Plaintiffs incorporate for the foregoing allegations as if set forth at length.
69. Pursuant to Tex. Civ. Prac. and Rem. Code § 37, Plaintiffs seek declaratory relief, including supplemental relief, pursuant to the terms of the lease agreement entered into by and between the parties.
70. Plaintiffs and Defendant are persons interested under a written contract, and whose rights and/or legal relations are affected by a contract.
71. Plaintiffs seek to have the Court make a declaration as to Plaintiffs' rights, status, and/or legal relations as to the remediation and/or repair of its property.

72. Specifically, Plaintiffs seek the following declaratory relief:

- a. The Court enter a declaration that Plaintiffs are entitled to repair, remediate, and/or safeguard their property, to include hiring mold assessment consultants and mold remediaters, without the necessity of informing Defendant of the identities of same;
- b. The Court enter a declaration that, pursuant to the lease, Defendant is barred from interfering with, delaying, and/or otherwise interrupting repair and/or remediation efforts;
- c. The Court enter a declaration that Defendant's non-payment of rent is not excused under the lease, and that due to non-payment of rent, Defendant is not entitled to remedies and/or relief afforded to tenants who have paid rent, pursuant to Texas Property Code, § 92, including but not limited to the provisions in the Lease, Paragraph 15.4:

Your Remedies. We'll act with customary diligence to make repairs and reconnections within a reasonable time, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your Rent will not abate in whole or in part. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you: (1) termination of this Lease and an appropriate refund under 92.056(f); (2) have the condition repaired or remedied according to § 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0563; and

- d. The Court enter a declaration that the rights and obligations under the Lease agreement as between Plaintiffs and Defendants do not impose on Plaintiffs any obligation to include provision of any particularized demand made by Defendant, as to purported obligations of Plaintiffs to supply housing, food, and/or transportation to Defendant, including but not limited to lodging at a luxury hotel, per diem payments, and/or pet boarding.

C. Tortious Interference with a Contract

73. Plaintiffs incorporate for the foregoing allegations as if set forth at length, and provide the following additional information as provided in **Exhibit Z**, attached herein and incorporated as if set forth at length. As shown in **Exhibit Z**, Defendant, on August 21, 2025, sent ServPro's representative the following correspondence:

Dear Mr. Simental,

I'm writing to you directly because my understanding is that Ms. Zavarolli represents Weinstein Properties, not ServPro. I need to clarify ServPro's position independently.

As you know, the amended remediation protocol issued by BioTex on August 4, 2025 was based on conditions last observed on June 18. Since then, conditions in my unit have changed substantially due to unlicensed assessments, handling of my belongings without containment, and other actions that spread contamination. I also served a spoliation notice, meaning any further disturbance risks evidence tampering in active legal matters.

To avoid misunderstanding, can you please confirm in writing:

1. Whether ServPro intends to proceed under the August 4 protocol without reevaluation, despite the changed conditions.
2. Whether ServPro filed start/stop dates with TDLR and, if so, what those dates are.
3. Whether ServPro has been instructed by Weinstein to enter my unit without my consent, and if so, whether ServPro considers that consistent with state law and licensing obligations.
4. When ServPro entered my unit during the month of August, at what times, for what purpose, and under whose authority.
5. Whether ServPro or the apartment complex is responsible for handling and moving my belongings - since contaminated items were placed on clean ones, causing significant property loss now reported to my insurer.
6. Why I was not notified of changing start/stop dates, and what dates are currently on file with TDLR.

I want to be clear; relying on an outdated protocol from June/early August to justify work in late August- after contamination has spread- risks ServPro's license. TDLR rules don't treat protocols as permanently valid if conditions have changed, and both TDLR and State Farm now have this situation on their radar. (Jenny Herren-our mutual friend.) I'm concerned Weinstein may be using ServPro as cover for activities that aren't actually a full, licensed remediation. From what I've seen, they're taking shortcuts that expose others to liability while keeping themselves insulated. In that setup, ServPro becomes the shield - and then the scapegoat. If the work fails, Weinstein will say "we relied on ServPro." If litigation proceeds (as they've expected since my June 27 notice), ServPro could be pulled in as a co-defendant instead of a neutral witness.

You have a chance right now to avoid that. A clarifying statement that the August 4 protocol based on a June 18 assessment cannot be treated as permanently valid would protect ServPro from being used as a shield, and ensure any remediation is based on an updated, accurate assessment. TDLR is already looped in, but I haven't given them the full picture yet. I'd like to give you the opportunity to clear this up directly before it gets escalated further. Please let me know ServPro's position by tomorrow at noon.

I'm not trying to create conflict. My goal is simply to protect both my property and ServPro's license from unnecessary risk. If I don't hear from you, I'll have no choice but to inform TDLR that ServPro may be proceeding under an outdated protocol despite significant changes to site conditions and a pending spoliation notice. I'd rather not see ServPro put in that position, but silence leaves me no choice as I have to protect my health, family, and property.

Sincerely,

Katie Copeland
[phone number redacted]

74. To prevail on a claim for tortious interference with an existing contract, Plaintiffs must prove 1) they had a valid contract; 2) Defendant willfully and intentionally interfered with that contract; 3) Defendant proximately caused the Plaintiffs' injury; and 4) the Plaintiffs incurred actual damages. *Butnar v. Ford Motor Co.*, 84 S.W.3d 198, 207 (Tex. 2002); *Roehrs v. Conesys, Inc.*, 332 Fed. App. 184, 186 (5th Cir. 2009).
75. Plaintiffs entered into oral and/or written contracts with Biotex and ServPro, for professional services for the inspection, assessment, and/or remediation of mold.
76. Plaintiffs paid money to Biotex and to ServPro in consideration for their contractual obligations.
77. Defendant willfully and intentionally made communications, including threats of litigation (while disparaging Plaintiffs) against Biotex and Servpro's business operations, resulting in direct interference with those contractual agreements between Plaintiffs and their vendors (and which resulted in both refusing to perform the work).
78. Defendant, in refusing to allow Plaintiffs' vendors and staff reasonable access to her apartment, continues to engage in interference with Plaintiffs/Plaintiffs' vendors contractual arrangements and/or business operations, to conduct work as contracted for by Plaintiffs.

79. Plaintiffs have incurred actual damages, to include: 1) Plaintiffs paying additional money they would not otherwise have had to pay, including paying costs/expenses to duplicate vendors, which Plaintiffs were forced to hire after Defendant's conduct caused previous vendors to stop/terminate work, 2) significant interruption to Plaintiffs' business operations, 3) forcing Plaintiffs to retain new vendors, and causing additional damage to the interior of Plaintiffs' apartment building, and 4) continuing to incur expenses for lodging and pet boarding.

VII.

TEMPORARY RESTRAINING ORDER AND TEMPORARY AND PERMANENT INJUNCTIONS

An injunction is a form of equitable remedy to grant relief against the violation or threatened violation of right, when legal remedies are inadequate. *Rogers v. Daniel Oil & Royalty Co.*, 110 S.W.2d 891, 893-894 (1937) (holding if adequate remedy is available injunction does not issue). Relief may be granted either on the basis of an express statutory provision or by application of general principles of equity. *Garland v. Shepherd*, 445 S.W.2d 602, 604 (Tex. Civ. App.-Dallas 1969, no writ). Injunctions typically take the form of court order which seeks to have a person refrain from acting in a certain manner. *Boston v. Garrison*, 256 S.W.2d 67, 69-70 (1953). As such, the function of an injunction is to restrain motion and to enforce inaction.

Further, the injury underlying a claim for injunctive relief must be actual and substantial or a real, affirmative prospect of an actual and substantial injury. *Parkem Indus. Servs. Inc. v. Garton*, 619 S.W.2d 428, 430 (Tex.Civ.App.—Amarillo 1981, no writ). As such, injunctive relief cannot be obtained based upon merely speculative harm. *Camarena v. Tex. Employment Comm'n*, 754 S.W.2d 149, 151 (Tex. 1988); *Frey v. DeCordova Bend Estates Owners Ass 'n.*, 647 S.W.2d 246, 248 (Tex. 1983). Therefore, the plaintiff is entitled to injunctive relief where it appears that

plaintiff has "no adequate remedy at law for prevention or redress of wrongs and grievances of which complaint is made". *Hancock v. Bradshaw*, 350 S.W.2d 955, 957 (Tex. Civ. App.-Amarillo 1961, no writ)(holding there is an adequate remedy if damages are available). Further, in order to prevail, the applicant must plead and prove the following elements: cause of action against defendant, a probable right to the relief sought and a probable imminent and irreparable injury in the interim. The applicant for a temporary injunction has the burden of proof to make a *prima facie* case in order to obtain the relief requested. *Transport Co. of Tex. v. Robertson Transports, Inc.*, 261 S.W.2d 549, 552 (1953); *Henson v. Denison*, 546 S.W.2d 898, 901 (Tex. Civ. App.-Fort Worth 1977, no writ). This includes showing a probable right to recovery and a probable injury. *Lambda Constr. Co. v. Alice*, 729 S.W.2d 377, 380 (Tex. App.-San Antonio 1987, no writ). With respect to the irreparable nature of the harm (which is required to establish the probable harm element), if there is legal measure for damages or the losses are not unique, and the defendant is not insolvent, a temporary injunction should not issue. *Tel. Equip. Network v. Ta/Westchase Place*, 80 S.W.3d 601, 610-11 (Tex. App.—Houston [1st Dist.] 2002, no pet.). Plaintiffs' request for injunctive relief should be granted.

80. Plaintiffs have standing to seek injunctive relief to ensure remediation/repair work will be performed without further delay by Defendant, and prevent further damage and safeguard their property.
81. Plaintiffs can establish that the relief requested through the temporary injunction is proper to preserve the "status quo", being that the "status quo" was the state of the property when same was free of mold and/or organic growth, on June 4, 2025.
82. Plaintiffs do not have an adequate remedy at law, as Defendant's continued interruption, delay, and/or interference with vital maintenance, repair, and/or

remediation of the property places Plaintiffs in actual danger of damage to their property. Moreover, Defendant has repeatedly plead in various state and federal courts that she is a pauper, who lacks even the amount of money to pay filing and/or citation fees, and is on public welfare benefits.

83. Defendant has asserted and continues to assert as of the filing of this Application that she does not consent to entry into her apartment, and/or repair and/or remediation of same. Defendant continues to wrongfully assert that the repair and/or remediation of Plaintiffs' property is unlawful, compromises Defendant's legal rights, and/or constitutes spoliation of evidence. None of which is accurate and/or supported by applicable law.
84. Plaintiffs have a probable right to recovery under their breach of contract, declaratory judgment, and/or tortious interference with contract claims.
85. Accordingly, Plaintiffs seek an injunctive relief prohibiting Defendant from:
 - a. Interfering with and/or preventing Plaintiffs from moving Defendant's personal property items within the unit, as may be necessary to effectuate repairs, remediation, and/or safeguarding of Plaintiffs' property;
 - b. Preventing Plaintiffs, their staff, their representatives and/or agents, and/or their vendors from entering the premises at 405 Crawford St., Apt. 2145;
 - c. Entering the premises located at 405 Crawford St., Apt. 2145, after a notice has been placed on the front door, in compliance with the applicable rules of the Texas Department of Licensing and Regulation, that mold remediation is being undertaken in the apartment;
 - d. Entering the premises located at 405 Crawford St., Apt. 2145, after remediation has been completed and while other necessary repairs (including sheetrock repair, drywall installation, and painting) are taking place;
 - e. Disparaging Plaintiffs' business operations to third-parties, including but not limited to: Texas Department of Licensing and Regulation, City of Fort Worth Human Relations Committee, City of Fort Work Code Compliance, and Plaintiffs' vendors and business partners; and

- f. Sending harassing correspondence, cease and desist letters and/or emails, and/or making threats of litigation or threats of filing of criminal charges to Texas Department of Licensing and Regulation, City of Fort Worth Human Relations Committee, City of Fort Work Code Compliance, and against Plaintiffs' vendors and business partners, until such time as the remediation/repair of the apartment unit is complete or until October 26, 2025, when Defendant's lease terminates.

**VIII.
PRAYER FOR RELIEF**

- 86. Plaintiffs incorporate by reference the preceding paragraphs, as if fully set forth herein. Defendant has engaged in conduct which constitutes breach of contract of her lease agreement with Plaintiffs, and tortious interference with contracts entered into by Plaintiffs. Plaintiffs seek a declaration of their rights and obligations pursuant to the lease agreement entered into by Plaintiff, as well as injunctive relief identified supra.
- 87. Plaintiffs additionally seek any and all further relief, whether at law or in equity, to which they are justly entitled.

Respectfully submitted,


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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF CONFERENCE

On September 19, 2025, counsel for Plaintiffs conferred with Defendant, who stated she was opposed to the relief sought herein.


GLYNIS L. ZAVARELLI

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 105845536

Filing Code Description: Petition

Filing Description: Plaintiffs' Original Petition, Application for Temporary Restraining Order, and Request for Temporary and Permanent Injunction
Status as of 9/19/2025 3:23 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
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