

**Subject:** URGENT HEALTH & SAFETY ISSUE – Formal Notice & Request for Accommodations – The Bowery at Southside Unit #2145

**Date:** Friday, June 27, 2025 at 8:57:38 AM Central Daylight Time

**From:** Copeland, Katie

**To:** The Bowery at Southside, The Bowery at Southside, wp@weinsteinproperties.com, aweberstein@weinsteinproperties.com

**Priority:** High

**Attachments:** 6.27.25 Letter.pdf, 6.26.25 Nobleman Hotel and Air BnB options (optimized).pdf, star-telegram.com-800 residents wait to get in Cooper Apartments after 6-alarm Fort Worth fire.pdf, 6.27.25 Attachment to Letter (optimized).pdf

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

**WITHOUT PREJUDICE**

Kathryn Copeland  
405 Crawford St. #2145  
Fort Worth, Texas 76104  
(817) 789-8498  
QuinnAndPoppy@gmail.com

June 27, 2025

To: Bowery at Southside Management and Weinstein Properties Team

Re: Apartment #2145, The Bowery at Southside, Fort Worth, TX 76104

**OPPORTUNITY FOR AMICABLE RESOLUTION**

I'm writing in good faith to request your assistance with a serious health and safety hazard in my unit. Professional testing has confirmed dangerous mold levels that require immediate attention. As a tenant who has consistently paid rent on time for the past 20 months, I'm hoping we can work together to resolve this situation promptly and professionally.

As someone with documented disabilities who requires reasonable accommodations, I'm hopeful that Weinstein Properties will demonstrate its commitment to ADA compliance and fair housing principles through a prompt, cooperative response to this health emergency.

**CONFIRMED HAZARDOUS CONDITION**

On June 22, 2025, BioTex (License #MAC1813) issued a professional mold assessment that revealed:

- **Dangerous Mold Types:** Laboratory testing confirmed elevated levels of:
  - Aspergillus/Penicillium
  - Chaetomium
  - Stachybotrys/Memnoniella (black mold)
- **Professional Remediation Required:** The assessment states "BioTex Inspections recommends that a licensed Mold Remediation Contractor be retained for the removal of the impacted materials."
- Elevated mold levels throughout the apartment, including bedroom areas

- The report explicitly declares 405 Crawford Street, Apt. 2145, Fort Worth, TX as "**unfit for human occupancy**" until mold remediation of the residence/facility/structure (including all items/contents within) is performed in accordance with the Texas Mold Assessment and Remediation Administrative Rules."

These findings confirm what I first reported on August 29, 2024, October 7, 2024, and again on March 5, 2025. The complete assessment report is attached for your review.

Under Texas law, this constitutes a condition that "materially affects the physical health or safety of an ordinary tenant" as specified in Property Code §92.052(a)(3)(A), and even more significantly impacts my health given my documented medical vulnerabilities.

### **REQUEST FOR DOCUMENTATION:**

Please provide all maintenance records for Apartment 2145 prior to my tenancy, including building leaks or water intrusion.

### **TEMPORARY HOUSING:**

I am requesting immediate relocation assistance in the form of a furnished, mold-free, and medically appropriate temporary housing arrangement. This may include, but is not limited to, extended stay hotels, corporate housing, or short-term rentals (e.g., Airbnb, Furnished Finder), provided the environment supports my recovery, accommodates necessary medical care, and safely houses me, my two daughters, my service animals, and any caregivers or guests.

The temporary space must offer at minimum:

- Two separate room / sleeping areas
- Access to a full-size refrigerator and kitchen or kitchenette
- A clean, low-toxin environment that supports recovery from toxic mold exposure and related medical conditions

This request is narrowly tailored to avoid further medical harm and reduce the need for ongoing emergency treatment or inpatient care.

## **REMEDIES AND ACCOMMODATIONS**

Please provide, **in writing within 7 days** of receipt (by **July 3, 2025**):

1. **Immediate Temporary Housing:** Alternative accommodation for three occupants and two dogs at The Nobleman Hotel across the street (two adjoining rooms with kitchenette) and pet accommodation at Doggie Diggs next door (\$85/night for two dogs sharing a crate), beginning immediately and lasting until the unit passes clearance testing. I am also open to discussing other relocation options.
2. **Licensed Mold Remediation:** Engagement of a Texas-licensed Mold Assessment Consultant to develop a protocol and oversee remediation, including proper containment, negative air pressure, and post-remediation clearance testing.
3. **Medical Expense Reimbursement:** Compensation for medical expenses reasonably related to mold exposure.
4. **Written Documentation:** Confirmation of the assigned vendor's name, license number, remediation plan, and timeline for completion.

Please note that this letter constitutes formal notice under Texas Property Code §92.056(b)(3) also being sent by certified mail, return receipt requested. The statutory timeline for response and remediation begins upon your receipt of this notice.

## **TIME-SENSITIVE CONSIDERATIONS**

Two factors make this situation particularly urgent:

1. The Fort Worth Star Telegram reported that 800 residents were displaced by an apartment fire at The Cooper Apartments less than a mile from The Bowery on June 24, 2025. These residents are currently seeking temporary accommodations in our area, making hotel rooms increasingly scarce (article attached).
2. My next scheduled medical appointments are on July 2 and July 7, and my doctors have emphasized the importance of reducing my exposure before these evaluations to get accurate readings.

I'm concerned that without prompt action, suitable accommodations may become unavailable, and my health may deteriorate further.

## **LEGAL FRAMEWORK**

While I hope we can resolve this matter cooperatively, I should note that this situation implicates several important legal frameworks:

### **Texas Property Code §92.052 and §92.056**

- Requires landlords to remedy conditions materially affecting tenant health and safety
- Establishes a rebuttable presumption that seven days is a reasonable repair time
- Provides remedies including lease termination, repair and deduct, and judicial remedies
- This notice satisfies the formal notice requirements under these provisions

### **Americans with Disabilities Act (ADA) & Fair Housing Act**

- My documented medical conditions qualify as disabilities requiring reasonable accommodation
- The request for temporary relocation constitutes a reasonable accommodation for my disabilities
- Housing providers must make reasonable accommodations when necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling
- Failure to provide reasonable accommodations may constitute disability discrimination

### **Texas Deceptive Trade Practices Act (DTPA)**

- Prohibits misrepresentations about the characteristics or qualities of goods or services
- Protects consumers against failure to disclose information about goods or services
- Provides for economic damages, mental anguish damages, and potentially treble damages
- Continuing to represent the apartment as habitable despite known mold issues may constitute a DTPA violation
- This letter constitutes notice under §17.505 of the Texas Deceptive Trade Practices Act. Your actions violate §17.46(b)(5), §17.46(b)(7), and §17.50(a)(2) of the DTPA by:
  - Representing that goods or services have characteristics or benefits they do not have

- Representing that goods or services are of a particular standard or quality when they are of another
  - Breaching the implied warranty of habitability
  - Failing to disclose known material defects and health hazards, including the presence of mold and prior water intrusion, which you had a duty to disclose.
- 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.

If these conditions are not remedied within the specified timeframe, I will exercise my statutory rights, which may include terminating the lease, deduct-and-repair, and pursuing damages, court costs, and attorney's fees under §§ 92.056, 92.0561, and 92.0563, as well as potential claims under the ADA, Fair Housing Act, and DTPA.

## **STATUTORY NOTICES**

This letter serves as formal notice under multiple legal frameworks:

1. Texas Property Code §92.056(b)(3): This written notice is being sent by certified mail, return receipt requested regarding conditions that materially affect my physical health and safety. As documented in the attached payment history, I am not delinquent in payment of rent at the time of this notice.
2. Texas Deceptive Trade Practices Act §17.505: This constitutes written notice under the DTPA for violations of §17.46(b)(5), §17.46(b)(7), and §17.50(a)(2) through:
  - a. Representing the apartment as habitable when it is professionally deemed "unfit for human occupancy"
  - b. Concealing pre-existing water damage by painting over it without proper remediation
  - c. Breaching the implied warranty of habitability from the beginning of the lease
  - d. Failing to disclose information about the property's condition that was known when I signed the lease

3. Americans with Disabilities Act and Fair Housing Act: This serves as a request for reasonable accommodation based on my documented disabilities that make me particularly vulnerable to mold exposure.

This letter provides you with the opportunity to resolve this matter within 60 days before I pursue all available legal remedies, including treble damages and attorney's fees under the DTPA.

## CONCLUSION

I have been a responsible tenant throughout my tenancy, with consistent on-time rent payments and proper maintenance notifications. I'm simply requesting the accommodations necessary for my health and safety as provided by law.

If Weinstein Properties wishes to resolve this matter amicably, I am open to a good faith discussion. I appreciate your attention to this matter and look forward to your prompt response. I'm available to discuss this in person or by phone at your convenience.

Sincerely,

Katie Copeland  
Apt. #2145, The Bowery at Southside  
Fort Worth, TX 76104  
(817) 789-8498  
k.m.copeland@tcu.edu

Attachments:

1. BioTex Mold Assessment Report (6/22/25)
2. Moisture-meter readings & photos (6/10/25)
3. Witness statement – David Quiram (6/10/25)
4. Prior notice email (3/5/25)
5. Fort Worth Star Telegram article re: apartment fire displacement (6/24/25)
6. Nobleman Hotel and AirBnB accommodation options and pricing

## NON-WAIVER STATEMENT:

This letter relates specifically to The Bowery at Southside and Weinstein Property and is without prejudice to separate claims against other parties responsible for mold-related illnesses.

## Your stay

[Edit stay.](#)
 The Nobleman Fort Worth, Tapestry Collection by Hilton

 Sun, Jun 29 – Wed, Jul 9, 2025 (10 nights)

 2 rooms for 2 adults and 2 kids

### Payment and Guest Details

## Total for stay

**\$3,788.24**

Total room charge

\$3,223.20

Total fees

\$81.55

Total taxes

\$483.49

Price in \$USD

[Show price details ▾](#)

## Earn a \$100 statement credit plus 65,000 Points

*Learn how you will get a decision with no impact to your credit score*


One-time statement credit will be applied approximately 8-12 weeks after first eligible purchase on the Card. Terms and Conditions Apply.

[Learn More](#)

Current Total: \$3,788.24

Statement Credit: - \$100.00

**Total after credit: \$3,688.24**

## Payment



9031    Jun 2024

[Edit card](#)
 Please update your expiration date or choose another card.

**Month**
**Year**




## Guest information

[Global Privacy Statement](#)

[Hilton Honors Discount Terms & Conditions](#)

[Help Center](#)

[Request a Call](#)

How can we help?

[Book Reservation](#)

[Hilton's Global Privacy Statement](#)

By selecting "Book Reservation," I agree to the [Rules and Restrictions](#), [Site Usage Agreement](#), and agree that Hilton will collect, use, share and transfer my information as set out in

 [Consent and privacy](#)

on 24 Jun 2025.

There is a credit card required for this reservation. **Free cancellation before 11:59 PM local hotel time**

 [Guarantee and cancellation policy](#)

[Show optional services](#) 

 [Add special requests](#)

Traveling with a pet, service animal, etc.

 [Special requests](#)

 [Add guest names](#)

KATHRYN COPELAND  
K....@gmail.com

[Edit info](#)

©2025 Hilton

[AdChoices](#)

[Modern Slavery and Human Trafficking](#)

[Partner Accommodations Terms](#)

[Site Usage Agreement](#)

[Web Accessibility](#)



Show all photos

## Entire home in Fort Worth, Texas

6 guests · 2 bedrooms · 3 beds · 2 baths

★ 4.94 · 35 reviews



Hosted by Mindy

Superhost · 11 years hosting

\$5,062  
\$4,434

for 12  
nights

CHECK-IN  
6/27/2025

CHECKOUT  
7/9/2025

GUESTS  
3 guests, 2 pets



Designed for staying cool

Beat the heat with the AC and ceiling fan.

Reserve



Self check-in

Check yourself in with the keypad.

You won't be charged yet



Outdoor entertainment

The alfresco dining and outdoor seating are great for summer trips.

Report this listing

Luxury townhome with LOTS of space, high ceilings, luxurious designer furnishings, great location in the Downtown area. Less than a mile to Fort Worth

# The TCU Game Day House w/Game Room/Hot Tub

[Share](#) [Saved](#)



Entire home in Fort Worth, Texas

14 guests · 4 bedrooms · 6 beds · 3 baths

Rare find! This place is usually b

Guest favorite

4.88  
★★★★★

147  
Reviews



Hosted by Jake And Sarah

Superhost · 4 years hosting

\$6,158 ~~\$4,256~~ for 10 nights

CHECK-IN  
7/3/2025

CHECKOUT  
7/13/2025

GUESTS  
3 guests, 2 pets

Reserve

You won't be charged yet



Perfect ratings from families

100% of families who stayed here in the past year rated it 5 stars overall.



Fun and games for kids

The books, toys, and board games help keep kids entertained.

[Report this listing](#)



Self check-in

Check yourself in with the keypad.

Every day is gameday here!

- \*2 smart tv's
- \*arcade game room
- \*hot tub, seating, and grill on the back deck!
- \* minutes to everything Fort Worth has to offer

The space...

Show more

## Where you'll sleep

1 / 2



**Bedroom 1**

1 queen bed



**Bedroom 2**

1 king bed

## What this place offers

Kitchen

Wifi

Dedicated workspace

Free parking on premises

Private hot tub - available all year

Pets allowed

65 inch HDTV with Amazon Prime Video

 Free washer – In unit

 Free dryer – In unit

 Exterior security cameras on property

Show all 62 amenities

## 10 nights in Fort Worth

Jul 3, 2025 - Jul 13, 2025

< July 2025 August 2025

S	M	T	W	T	F	S	S	M	T	W	T
			1	2	3	4	5				
6	7	8	9	10	11	12	3	4	5	6	7
13	14	15	16	17	18	19	10	11	12	13	14
20	21	22	23	24	25	26	17	18	19	20	21
27	28	29	30	31			24	25	26	27	28
						31					



# 4.88

## Guest favorite

This home is a guest favorite based on ratings, reviews, and reliability

Overall rating 5.4	Cleanliness 4.8	Accuracy 4.9	Check-in 5.0	Communication 5.0	Location 4.9	Value 4.8
-----------------------	--------------------	-----------------	-----------------	----------------------	-----------------	--------------



Jessica  
Oak Harbor, Washington

★★★★★ · 2 weeks ago · Stayed with a pet

My family and I enjoyed this property and all the amenities they had to offer. The game room was outstanding for our boys, and the hot tub was nice.

The only issue, was we had a hard time finding the correct house because there weren't any numbers visible on the ...

[Show more](#)

Katie  
Las Vegas, Nevada

★★★★★ · March 2025 · Stayed with a pet

House was awesome! Just as described. Great location and super convenient to everything! Jake was always quick to answer questions and they took care of everything!

James  
5 months on Airbnb

★★★★★ · February 2025

Very convenient location close to TCU and all Fort Worth attractions. Excellent hosts - responsive, welcoming, and prompt to answer questions. Home is very straightforward, clean, and a fun backyard/outdoor space as a plus. Hard to find those qualities near to TCU, so location is ready great. Grateful to hosts Jake and Sarah for an enjoyable stay.

[Show more](#)

Christine  
Austin, Texas

★★★★★ · February 2025 · Stayed over a week

Jake and Sarah were very accommodating to our schedule. This was our second stay at the Game Day House as it is perfect for us when visiting our daughter at TCU. Jake and Sarah allowed our dogs to stay which made it even more special. It is a short walk to Berry Street and the campus. We will definitely be back!

[Show more](#)

Cassidy  
9 years on Airbnb

★★★★★ · 3 weeks ago · Stayed with a pet

Perfect place to have family stay! Tons of space to make everyone feel comfortable. Jake and Sarah were super proactive and friendly!

Matt  
Nacogdoches, Texas

★★★★★ · May 2025 · Group trip

We had a blast and enjoyed the house and area so much!

My only negative comment is that there was a pair of false eye lashes on one of the dispensaries in my bathroom, gross! ...

[Show more](#)

[Show all 147 reviews](#)

[Learn how reviews work](#)

## Where you'll be

Fort Worth, Texas, United States

We verified that this listing's location is accurate. [Learn more](#)

## Neighborhood highlights

The Gameday house is in the heart of the TCU campus neighborhoods near University Dr and Berry Street.

Just minutes away from local restaurants and bars, shopping groceries and all of Fort Worth's many attractions!

[Show more >](#)

## Meet your host



**546**

Reviews

**4.85★**

Rating

**4**

Years hosting

Born in the 70s

My work: Beauty & the Beard

We are Short-Term and Mid-Term rental specialists! We help landlords and vacation rental owners earn more revenue on their investment properties every single month and have more time on their hands. We love hosting guests on Airbnb in our unique properties and enjoy traveling and eating amazing food with our family.

### Jake And Sarah Is a Superhost

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

#### Host details

Response rate: 100%

Responds within an hour

[Message host](#)



To help protect your payment, always use Airbnb to send money and communicate with hosts.

# Things to know

## House rules

Check-in: 4:00 PM - 11:00 PM

Checkout before 11:00 AM

14 guests maximum

[Show more >](#)

## Safety & property

Exterior security cameras on property

Pool/hot tub without a gate or lock

Carbon monoxide alarm

[Show more >](#)

## Cancellation policy

This reservation is non-refundable.

Review this Host's full policy for details.

[Show more >](#)

## Support

[Help Center](#)

[Get help with a safety issue](#)

[AirCover](#)

[Anti-discrimination](#)

[Disability support](#)

[Cancellation options](#)

[Report neighborhood concern](#)

## Hosting

[Airbnb your home](#)

[AirCover for Hosts](#)

[Hosting resources](#)

[Community forum](#)

[Hosting responsibly](#)

[Airbnb-friendly apartments](#)

[Join a free Hosting class](#)

[Find a co-host](#)

---

[Airbnb](#)

[2025 Summer Release](#)

[Newsroom](#)

[New features](#)

[Careers](#)

[Investors](#)

[Gift cards](#)

[Airbnb.org emergency stays](#)

---

 [English \(US\)](#)    [USD](#)



© 2025 Airbnb, Inc.

[Terms](#) · [Sitemap](#) · [Privacy](#) · [Your Privacy Choices](#) 

# Mold Assessment Report



## Mold Assessment Report

**Conducted for:  
Copeland Residence  
405 Crawford Street, Apt. 2145  
Fort Worth, TX 76104**

**Prepared by:  
Kyle Reist  
Mold Assessment Consultant  
License #MAC1742  
BioTex Inspections, LLC  
Dallas, TX 75248**

**Phone: 972-637-6707  
Email: [kyle@biotexinspections.com](mailto:kyle@biotexinspections.com)  
[www.biotexinspections.com](http://www.biotexinspections.com)**



EMSL ANALYTICAL, INC.

License No. LAB1032

2307 Springlake Road, Suite 510, Dallas, TX, 75234

# INDOOR AIR QUALITY & MOLD INVESTIGATION

Copeland Residence  
405 Crawford Street, Apt. 2145  
Fort Worth, TX 76104

## I. EXECUTIVE SUMMARY

BioTex Inspections, LLC performed a limited inspection for visible fungal growth and/or indoor air quality relating to airborne/settled fungi at 405 Crawford Street, Apt. 2145, Fort Worth, TX ("Residence") on June 18, 2025. Kyle Reist of BioTex Inspections, a Texas Licensed Mold Assessment Consultant (TDSHS license No. MAC1742), performed and conducted the inspection, which consisted of a limited visual inspection of the structure's interior and exterior, hygrometer to measure relative humidity, borescope camera to investigate wall cavities and HVAC vents, and a moisture meter/infrared camera to analyze surfaces for moisture.

This inspection was conducted in accordance with state regulations, as well as current industry guidelines and practices. This assessment is not a certificate, assurance, warranty or guarantee of future conditions or performance, but is an assessment of the conditions present and detected on the date of this inspection.

BioTex Inspections collected three (3) air quality samples, two (2) surface swab samples and one (1) tape lift sample at the time of the investigation; the samples were sent to EMSL Analytical, Inc. (Texas Mold Lab License: LAB1032).

## II. SITE INVESTIGATION PROCEDURES

Kyle Reist of BioTex Inspections visited the site on June 18, 2025.

### A. Inspection for Visible Mold

Multiple locations within the areas of concern were visually investigated and visible fungal growth was found.

### B. Air Sampling

Three (3) air quality samples were collected during the investigation. The following locations and descriptions of each sample collected were as follows:

- i. **Exterior** (Outdoor Control) Sample number A1 was collected adjacent to the Main/Front Entrance. This sample was collected to obtain a baseline of the spores that are found at the exterior of the Residence.
- ii. Interior sample number A2 was collected in the **Guest Bedroom**. This sample was collected to see if any fungal growth, that could not be visually seen, could possibly be collected in an air sample.
- iii. Interior sample number A3 was collected in the **Guest Bedroom Wall Cavity**. This sample was

collected to see if any fungal growth, that could not be visually seen, could possibly be collected in an air sample.

### C. Results of Air Sampling

- i. **Exterior** (Outdoor) Sample number A1 had the presence of:  
*Alternaria, Ascospores, Basidiospores, Bipolaris, Chaetomium, Cladosporium, Curvularia, Epicoccum, Ganoderma, Myxomycetes, Pithomyces and Nigrospora*
- ii. **Guest Bedroom** sample number A2 had the presence of:  
*Alternaria, Aspergillus/Penicillium, Chaetomium, Myxomycetes and Stachybotrys/Memnoniella*
- iii. **Guest Bedroom Wall Cavity** sample number A3 had the presence of:  
*Aspergillus/Penicillium, Basidiospores, Chaetomium, Cladosporium, Myxomycetes and Stachybotrys/Memnoniella*

Aspergillus/Penicillium, Chaetomium and Stachybotrys/Memnoniella tested at elevated levels, Stachybotrys/Memnoniella tested at slightly elevated levels and the remaining molds tested at acceptable levels.

Some air quality tests may come back as "overloaded" meaning extremely high background concentrations of mold or foreign matter (construction dust, dirt, etc.) may obscure some mold spore counts and make it difficult to get an accurate count of airborne mold.

The laboratory data has been attached to the report. In the laboratory report you will find a description of each of the fungi that was found in each of the samples collected.

### D. Surface Swab Sampling

Two (2) swab samples were collected at the Residence. The following locations and description of the samples collected are as follows:

- i. **Front Entry Drywall (Sample B1)** – *Rare counts of Pithomyces, rare counts of Stachybotrys/Memnoniella and rare counts of Nigrospora*
- ii. **Guest Bedroom Baseboard (Sample B2)** – *Low counts of Aspergillus/Penicillium and high counts of Chaetomium*

### E. Results of Surface Swab Sampling

- i. **Front Entry Drywall (Sample B1)** resulted in Condition 2: contaminated with settled spores, which requires remedial action to Condition 1 status.
- ii. **Guest Bedroom Baseboard (Sample B2)** – resulted in Condition 3: actual fungal growth, which requires remedial action to Condition 1 status.

### F. Tape Lift Sampling

One (1) tape lift sample was collected at the Residence. The following locations and description of the samples collected are as follows:

- i. **Purple Couch (Sample C1)** – *Rare counts of Aspergillus/Penicillium and high counts of Cladosporium*

#### **G. Results of Tape Lift Sampling**

- i. **Purple Couch (Sample C1)** resulted in Condition 1: normal fungal ecology, which requires no remedial action.

### **III. CONCLUSIONS AND RECOMMENDATIONS**

During the investigation of the areas, the visual fungal investigation found visible mold in the front entryway, HVAC closet area and guest bedroom (see pictures below for reference). The air sampling detected elevated counts of *Aspergillus/Penicillium, Chaetomium and Stachybotrys/Memnoniella*, slightly elevated levels of *Stachybotrys/Memnoniella* and the remaining molds tested at acceptable levels.

A previous leak coming from the HVAC closet has resulted in extensive water damage and mold growth in the guest bedroom and areas surrounding the HVAC closet (see photos below for reference). Mold growth was observed on the baseboards, drywall and carpet tack strip at the time of the mold assessment.

The scope and magnitude of the mold growth and **affected** areas exceeds 25 contiguous square feet therefore the mobile home company is required 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 Licensing and Regulations which regulates the mold testing and remediation industry (<https://www.tdlr.texas.gov/mld/mldnotifications.htm>).

**Biotex Inspections recommends that a licensed Mold Remediation Contractor be retained for the removal of the impacted materials. Additionally, a Mold Assessment Consultant should be retained to prepare the appropriate mold protocol and conduct final air clearance testing upon completion of the remediation. However, all sources of water intrusion, water damage, humidity, and/or moisture content, including but not limited to any built-in mechanical systems, water systems and/or structural elements, should be properly repaired before beginning the remediation to help prevent the re-occurrence of damage and mold growth. The Residence's maintenance records and reports may help reveal additional sources of water intrusion that may have impacted this Residence and/or surrounding properties, which may have contributed or may be contributing to the mold identified within this report.**

**Maintenance Personnel/General Contractors/Sub-Contractors, who are not licensed through the Texas Department of Licensing and Registration for Mold Remediation, should NOT ATTEMPT to perform exploratory cuts, cover-up, repair work or remediate the areas cited within the "Visual Inspection" area of this report. Such action could result in further contamination of the structure and any surrounding properties, further exposure to occupants and exposure to contractor personnel if the proper Personal Protective Equipment is not worn.**

***BioTex Inspections is hereby notifying the client that 405 Crawford Street, Apt. 2145, Fort Worth, TX is unfit for human occupancy until mold remediation of the residence/facility/structure (including all items/contents within) is performed in accordance with the Texas Mold Assessment and Remediation Administrative Rules.***

## IV. LIMITATIONS

Affected areas have been identified by visual inspection and/or analytical results. Observations, data, findings, and conclusions stated in this report reflect site conditions at the time of BioTex Inspections' investigation. These conditions could change as a result of any number of factors (e.g., future moisture intrusion, presence of substances not detectable by our limited review and measurements, changes in building condition due to weather, construction activity, etc.). Other affected areas may exist, which could be discovered only during renovation, demolition, or destructive testing. BioTex Inspections/Kyle Reist does not assume responsibility for the investigation of any unknown issues, including asbestos and lead, not brought to our attention prior to the commencement of the assessment.

Should further research, testing, or investigation be conducted at the site, the additional information and data should be reviewed by BioTex Inspections, whereby the conclusions presented herein may be modified. This report is prepared for the sole use of our client. BioTex Inspections/Kyle Reist reserves the right to supplement this report should additional information become available.

If you have any questions regarding the contents of this report or need additional information regarding this report please contact Kyle Reist, BioTex Inspections, LLC.

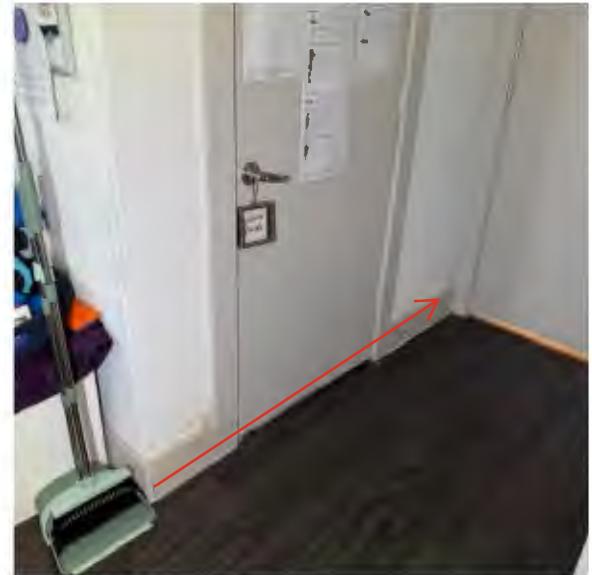
Sincerely,



Kyle Reist  
Mold Assessment Consultant  
TDLR License # MAC1742  
Expires 12/09/2026



A swab sample was conducted on the apparent mold growth at the front door which tested positive for Stachybotrys & Alternaria.



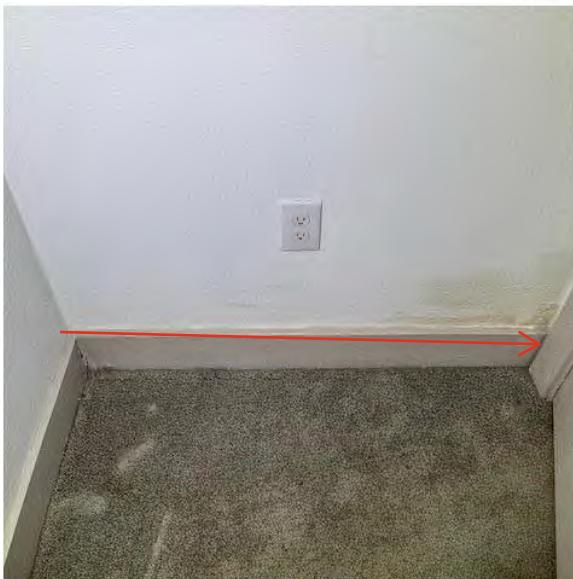
Water damage and mold growth was found around the HVAC closet which is likely due to a previous HVAC leak.



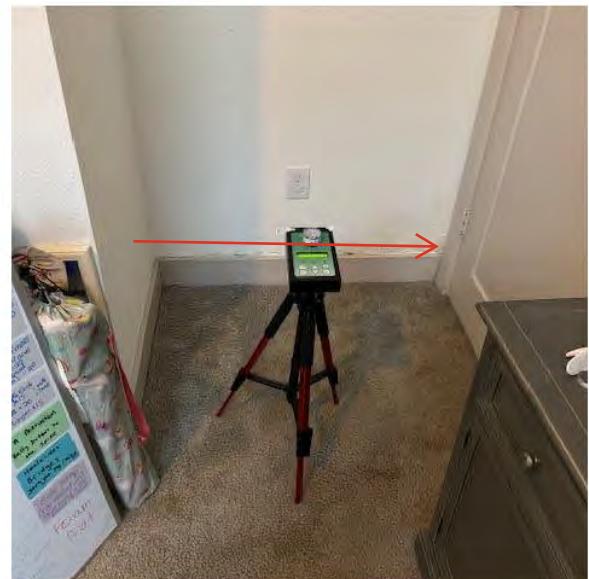
Close up of the baseboards adjacent to the HVAC closet with water damage.



The baseboards next to the HVAC closet were pulled out and mold growth was observed behind them and on the drywall.



Water damage and mold growth was observed on the guest bedroom baseboards and drywall adjacent to the HVAC closet.



An air quality test was conducted in the guest bedroom which tested positive for elevated Chaetomium and Stachybotrys/Memnoniella.



A borescope camera was utilized inside of the guest bedroom wall cavity and rampant mold growth was observed.



Mold growth was observed behind the baseboards in the guest bedroom and a swab sample tested positive for Chaetomium.



TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157  
Austin, Texas 78711-2157  
1-800-803-9202 (512) 463-6599  
[www.tdir.texas.gov](http://www.tdir.texas.gov)

If you cut around the border of the license it will fit in  
a standard 5" x 7" frame.

*NOTE: Issuance of the wallet card is in a separate mailing.*



Rick Figueroa  
Chair

Thomas J. Butler  
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.  
Nora Castaneda  
Sujeeth Draksharam  
Lori High, R.N., N.P., Retired  
Gary F. Wesson, D.D.S., M.S.

*Mold Assessment Consultant*  
**KYLE REIST**

License Number: MAC1742

The person named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: December 09, 2026

Courtney Arbour  
Executive Director



# EXPANDED FUNGAL REPORT

<sup>TM</sup>

Prepared Exclusively For

Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248  
Phone:972-637-6707

**Report Date:** 6/20/2025  
**Project:** Katie C.  
**EMSL Order:** 112500873

**AIHA LAP, LLC.**

AIHA LAP, LLC EMLAP #223278, TX  
1032



This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc. All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## 1. Description of Analysis

### Analytical Laboratory

EMSL Analytical, Inc. (EMSL) is a nationwide, full service, analytical testing laboratory network providing Asbestos, Mold, Indoor Air Quality, Microbiological, Environmental, Chemical, Forensic, Materials, Industrial Hygiene and Mechanical Testing services since 1981. Ranked as the premier independently owned environmental testing laboratory in the nation, EMSL puts analytical quality as its top priority. This quality is recognized by many well-respected federal, state and private accrediting agencies, and assured by our high quality personnel, including many Ph.D. microbiologists and mycologists.

EMSL is an independent laboratory that performed the analysis of these samples. EMSL did not conduct the sampling or site investigation for this report. The samples referenced herein were analyzed under strict quality control procedures using state-of-the-art microbiological methods. The analytical methods used and the data presented are scientifically and legally defensible.

The laboratory data is provided in compliance with ISO-IEC 17025 guidelines for the particular test(s) requested, including any associated limitations for the methods employed. These data are intended for use by professionals having knowledge of the testing methods necessary to interpret them accurately.

---

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



## EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

### Air Samples - Spore traps:

Spore traps are commercially available sampling devices that capture airborne particles on an adhesive slide. Air is pulled through the device using a vacuum pump. Spores, as well as other airborne particles, are impacted on the collection adhesive. Using spore trap collection methods has inherent limitations. These collection methods are biased towards larger spore sizes.

The analysis for total spore counts is a direct microscopic examination and does not include culturing or growing the fungi. Therefore, the results include both viable and non-viable spores. Some fungal groups produce similar spore types that cannot be distinguished by direct microscopic examination alone (i.e., *Aspergillus/Penicillium*, and others). Other spore types may lack distinguishing features that aid in their identification. These types are grouped into larger categories such as Ascospores or Basidiospores.

Fungal spores are identified and grouped by morphological characteristics including color, shape, septation, ornamentation, and fruiting structures (if present) which are compared to published mycological identification keys and texts. EMSL reports provide spore counts per cubic meter of air to three significant figures. Please note that each spore category is reported to three significant figures. Due to rounding and the application of three significant figures the sum of the individual spore numbers may not equal the total spore count on the report. EMSL does not maintain responsibility for final volume concentrations (counts/m<sup>3</sup>) since this volume is provided by the field collector and can not be verified by EMSL.

EMSL analyzes spore traps using phase contrast microscopy. There is a wide choice of collection devices (Air-O-Cell, Micro-5, Burkhard, etc.) on the market. Differences in analytical method may exist between spore trap devices.

Spore trap results are reported in spores per cubic meter of air. Due to the other airborne particles collected with the spores, EMSL reports a background particle density. Background density is an indication of overall particulate matter present on the sample (i.e. dust in the air). High background concentrations may obscure spores such as the *Penicillium/Aspergillus* group. The rating system is from 1-5 with 1 = 1 - 25% of the background obscured by material, 2 = 26 - 50%, 3 = 51 - 75%, 4 = 76% - 99%, 5 = 100% or overloaded. A background rating of 4 or higher should be regarded as a minimum count since the actual concentrations may be higher than those reported. EMSL will not be held responsible for overloading of samples. Sample volumes are left to the discretion of the company or persons conducting the fieldwork.

Skin fragment density is the percentage of skin cells making up the total background material, 1 = 1 - 25%, 2 = 26 - 50%, 3 = 51 - 75%, 4 = 76-100%. Skin fragment density is considered an indication of the general cleanliness in the area sampled. It has been estimated that up to 90% of household dust consists of dead skin cells.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc.. All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



## EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

### 2. Analytical Results

See attached data reports and charts.

---

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
 Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email: dallaslab@emsl.com

**Attn:** Kyle Reist  
 Biotex Inspections  
 7618 Dunoon Ave  
 Dallas, TX 75248

EMSL Order: 112500873  
 Customer ID: BTEX42  
 Collected:  
 Received: 6/19/2025  
 Analyzed: 6/20/2025

**Proj:** Katie C.

## Spore Trap ASSESSMENTReport™ Air-O-Cell™ Analysis of Fungal Spores & Particulates (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Raw Count	(Count/m³)	% of Total	Interpretation Guideline
112500873-0001	Alternaria (Ulocladium)	4	200	6.4	
	Ascospores	15	630	20.1	
Client Sample ID	Aspergillus/Penicillium++	-	-	-	
A1	Basidiospores	21	890	28.4	
	Bipolaris++	2*	30*	1	
Location	Chaetomium++	1	40	1.3	
Outside Control	Cladosporium	18	760	24.3	
	Curvularia	1*	10*	0.3	
Sample Volume (L)	Epicoccum	1	40	1.3	
75	Fusarium++	-	-	-	
	Ganoderma	1	40	1.3	
Sample Type	Myxomycetes++	10	420	13.4	
Background	Pithomyces++	2*	30*	1	
Comments	Rust	-	-	-	
	Scopulariopsis/Microascus	-	-	-	
	Stachybotrys/Memnoniella	-	-	-	
	Unidentifiable Spores	-	-	-	
	Zygomycetes	-	-	-	
	Nigrospora	1	40	1.3	
	<b>Total Fungi</b>	<b>77</b>	<b>3130</b>	<b>100</b>	
	Hyphal Fragment	1	40	-	
	Insect Fragment	-	-	-	
	Pollen	4*	50*	-	
Analytical Sensitivity 600x: 42 counts/cubic meter		Skin Fragments: 1 1 to 4 (low to high)			
Analytical Sensitivity 300x *: 13* counts/cubic meter		Fibrous Particulate: 1 1 to 4 (low to high)			
		Background: 2 1 to 4 (low to high); 5 (overloaded)			



Not commonly found growing indoors, spores likely come from outside.



Spores reported to be able to cause allergies in individuals.



Potential for mycotoxin production exists with these fungi.



These fungi are considered water damage indicators.

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

-

Initial report from: 06/20/2025 10:47:05

Madison Zarzecny, Laboratory Manager  
 or Other Approved Signatory

EMSL Analytical, Inc. maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL Analytical, Inc. EMSL Analytical, Inc. bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and meet method specifications unless otherwise noted. Skin Fragment and Fibrous Particulate ratings are based on the percent of non-fungal material they represent: 1 (1-25%), 2 (26-50%), 3 (51-75%), or 4 (76-100%). Background ratings are based on the total area covered by non-fungal particles: 1 (1-25%), 2 (26-50%), 3 (51-75%), 4 (76-99%), or 5 (100%; overloaded). High levels of background particulate can obscure spores and other particulates, leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. \*\*\* Denotes particles found at 300X. "-" Denotes not detected. Due to method stopping rules, raw counts >= 100 are extrapolated based on the percentage analyzed.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc. All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
 Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

**Attn:** Kyle Reist  
 Biotex Inspections  
 7618 Dunoon Ave  
 Dallas, TX 75248

EMSL Order: 112500873  
 Customer ID: BTEX42  
 Collected:  
 Received: 6/19/2025  
 Analyzed: 6/20/2025

**Proj:** Katie C.

## Spore Trap ASSESSMENTReport™ Air-O-Cell™ Analysis of Fungal Spores & Particulates (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Raw Count	(Count/m³)	% of Total	Interpretation Guideline
112500873-0002	Alternaria (Ulocladium)	1	40	0.2	Acceptable
	Ascospores	-	-	-	
Client Sample ID	Aspergillus/Penicillium++	119	5020	24.3	ELEVATED
A2	Basidiospores	-	-	-	
	Bipolaris++	-	-	-	
Location	Chaetomium++	335	14100	68.1	ELEVATED
Guest Bedroom	Cladosporium	-	-	-	
	Curvularia	-	-	-	
Sample Volume (L)	Epicoccum	-	-	-	
75	Fusarium++	-	-	-	
	Ganoderma	-	-	-	
Sample Type	Myxomycetes++	1	40	0.2	Acceptable
Inside	Pithomyces++	-	-	-	
	Rust	-	-	-	
Comments	Scopulariopsis/Microascus	-	-	-	
	Stachybotrys/Memnoniella	35	1500	7.2	ELEVATED
	Unidentifiable Spores	-	-	-	
	Zygomycetes	-	-	-	
	Nigrospora	-	-	-	
	<b>Total Fungi</b>	<b>491</b>	<b>20700</b>	<b>100</b>	Slightly Elevated
	Hyphal Fragment	6	300	-	Slightly Elevated
	Insect Fragment	-	-	-	
	Pollen	-	-	-	
Analytical Sensitivity 600x: 42 counts/cubic meter		Skin Fragments: 2 1 to 4 (low to high)			
Analytical Sensitivity 300x *: 13* counts/cubic meter		Fibrous Particulate: 1 1 to 4 (low to high)			
		Background: 3 1 to 4 (low to high); 5 (overloaded)			

**Acceptable** Concentration at or below background

Not commonly found growing indoors, spores likely come from outside.

**Slightly Elevated** Concentration above background

Spores reported to be able to cause allergies in individuals.

**ELEVATED** Concentration 10X or more above background

Potential for mycotoxin production exists with these fungi.

These fungi are considered water damage indicators.

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

Initial report from: 06/20/2025 10:47:05

Madison Zarzecny, Laboratory Manager  
 or Other Approved Signatory

EMSL Analytical, Inc. maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL Analytical, Inc. EMSL Analytical, Inc. bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and meet method specifications unless otherwise noted. Skin Fragment and Fibrous Particulate ratings are based on the percent of non-fungal material they represent: 1 (1-25%), 2 (26-50%), 3 (51-75%), or 4 (76-100%). Background ratings are based on the total area covered by non-fungal particles: 1 (1-25%), 2 (26-50%), 3 (51-75%), 4 (76-99%), or 5 (100%; overloaded). High levels of background particulate can obscure spores and other particulates, leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. \*\*\* Denotes particles found at 300X. "-" Denotes not detected. Due to method stopping rules, raw counts >= 100 are extrapolated based on the percentage analyzed.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
 Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

**Attn:** Kyle Reist  
 Biotex Inspections  
 7618 Dunoon Ave  
 Dallas, TX 75248

EMSL Order: 112500873  
 Customer ID: BTEX42  
 Collected:  
 Received: 6/19/2025  
 Analyzed: 6/20/2025

**Proj:** Katie C.

## Spore Trap ASSESSMENTReport™ Air-O-Cell™ Analysis of Fungal Spores & Particulates (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Raw Count	(Count/m³)	% of Total	Interpretation Guideline
112500873-0003	Alternaria (Ulocladium)	-	-	-	
	Ascospores	-	-	-	
<b>Client Sample ID</b>	Aspergillus/Penicillium++	878	37100	85.2	<b>ELEVATED</b>
A3	Basidiospores	1	40	0.1	<b>Acceptable</b>
	Bipolaris++	-	-	-	
<b>Location</b>	Chaetomium++	147	6200	14.2	<b>ELEVATED</b>
Guest Bedroom Wall Cavity	Cladosporium	2	80	0.2	<b>Acceptable</b>
	Curvularia	-	-	-	
<b>Sample Volume (L)</b>	Epicoccum	-	-	-	
75	Fusarium++	-	-	-	
	Ganoderma	-	-	-	
<b>Sample Type</b>	Myxomycetes++	1	40	0.1	<b>Acceptable</b>
Inside	Pithomyces++	-	-	-	
	Rust	-	-	-	
<b>Comments</b>	Scopulariopsis/Microascus	-	-	-	
	Stachybotrys/Memnoniella	2	80	0.2	<b>Slightly Elevated</b>
	Unidentifiable Spores	-	-	-	
	Zygomycetes	-	-	-	
	Nigrospora	-	-	-	
	<b>Total Fungi</b>	<b>1031</b>	<b>43540</b>	<b>100</b>	<b>ELEVATED</b>
	Hyphal Fragment	2	80	-	<b>Slightly Elevated</b>
	Insect Fragment	-	-	-	
	Pollen	-	-	-	
Analytical Sensitivity 600x: <b>42</b> counts/cubic meter		Skin Fragments: <b>2</b> 1 to 4 (low to high)			
Analytical Sensitivity 300x *: <b>13*</b> counts/cubic meter		Fibrous Particulate: <b>1</b> 1 to 4 (low to high)			
		Background: <b>2</b> 1 to 4 (low to high); 5 (overloaded)			

**Acceptable** Concentration at or below background

Not commonly found growing indoors, spores likely come from outside.

**Slightly Elevated** Concentration above background

Spores reported to be able to cause allergies in individuals.

**ELEVATED** Concentration 10X or more above background

Potential for mycotoxin production exists with these fungi.

These fungi are considered water damage indicators.

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

Initial report from: 06/20/2025 10:47:05

Madison Zarzecny, Laboratory Manager  
 or Other Approved Signatory

EMSL Analytical, Inc. maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL Analytical, Inc. EMSL Analytical, Inc. bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and meet method specifications unless otherwise noted. Skin Fragment and Fibrous Particulate ratings are based on the percent of non-fungal material they represent: 1 (1-25%), 2 (26-50%), 3 (51-75%), or 4 (76-100%). Background ratings are based on the total area covered by non-fungal particles: 1 (1-25%), 2 (26-50%), 3 (51-75%), 4 (76-99%), or 5 (100%; overloaded). High levels of background particulate can obscure spores and other particulates, leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. \*\*\* Denotes particles found at 300X. "-" Denotes not detected. Due to method stopping rules, raw counts  $\geq 100$  are extrapolated based on the percentage analyzed.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

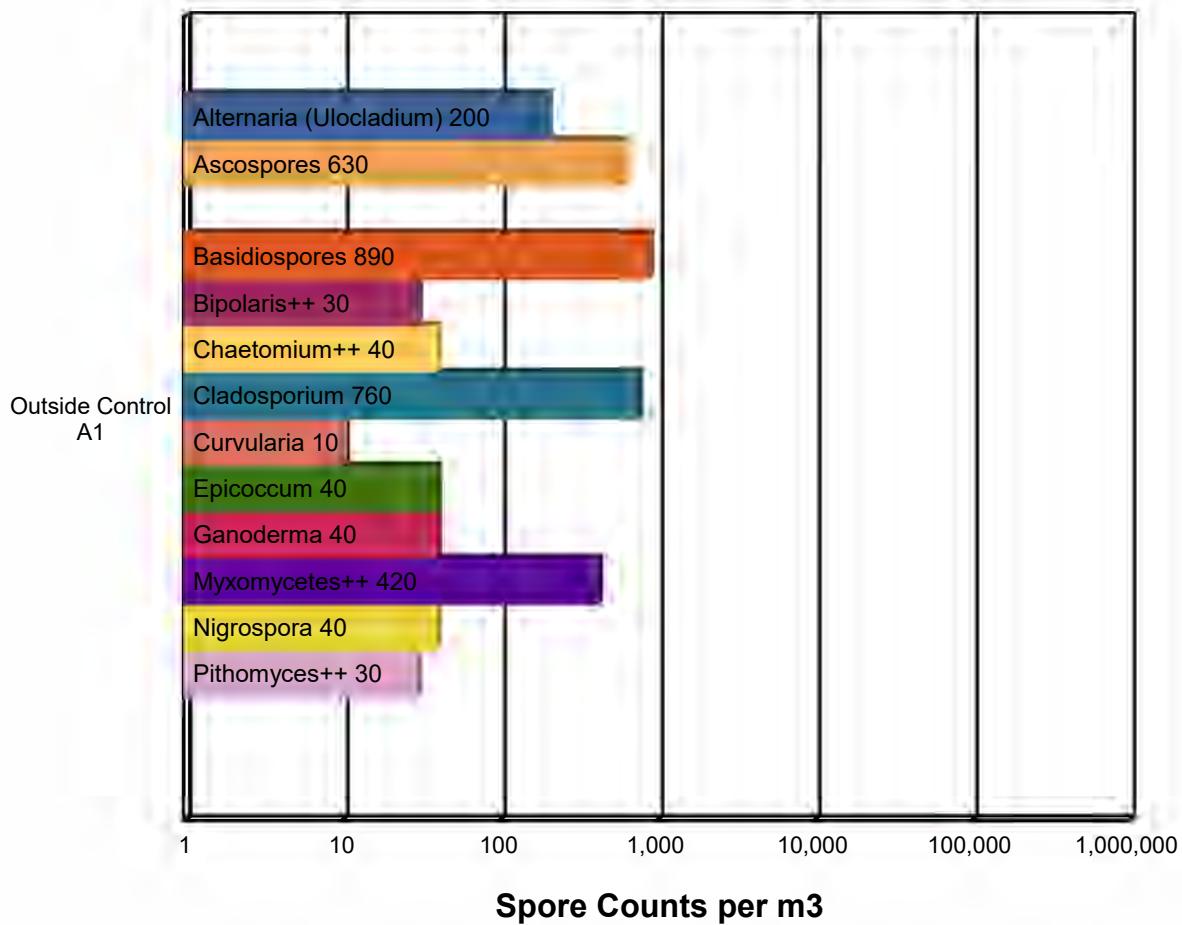
3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## Spore Trap Report: Total Counts



\* The chart is displayed using a logarithmic scale. Bar size is not directly proportional to the number of spores.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

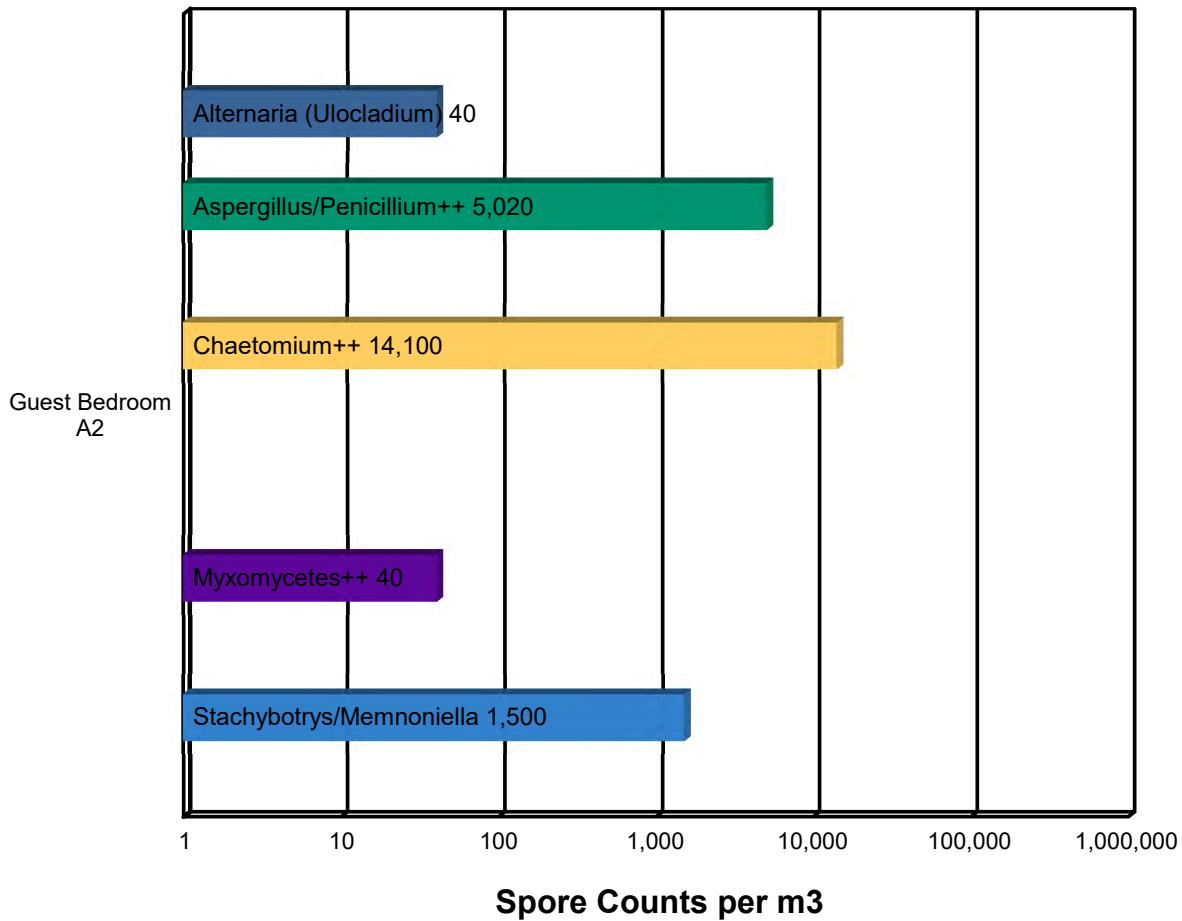
3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## Spore Trap Report: Total Counts



\* The chart is displayed using a logarithmic scale. Bar size is not directly proportional to the number of spores.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

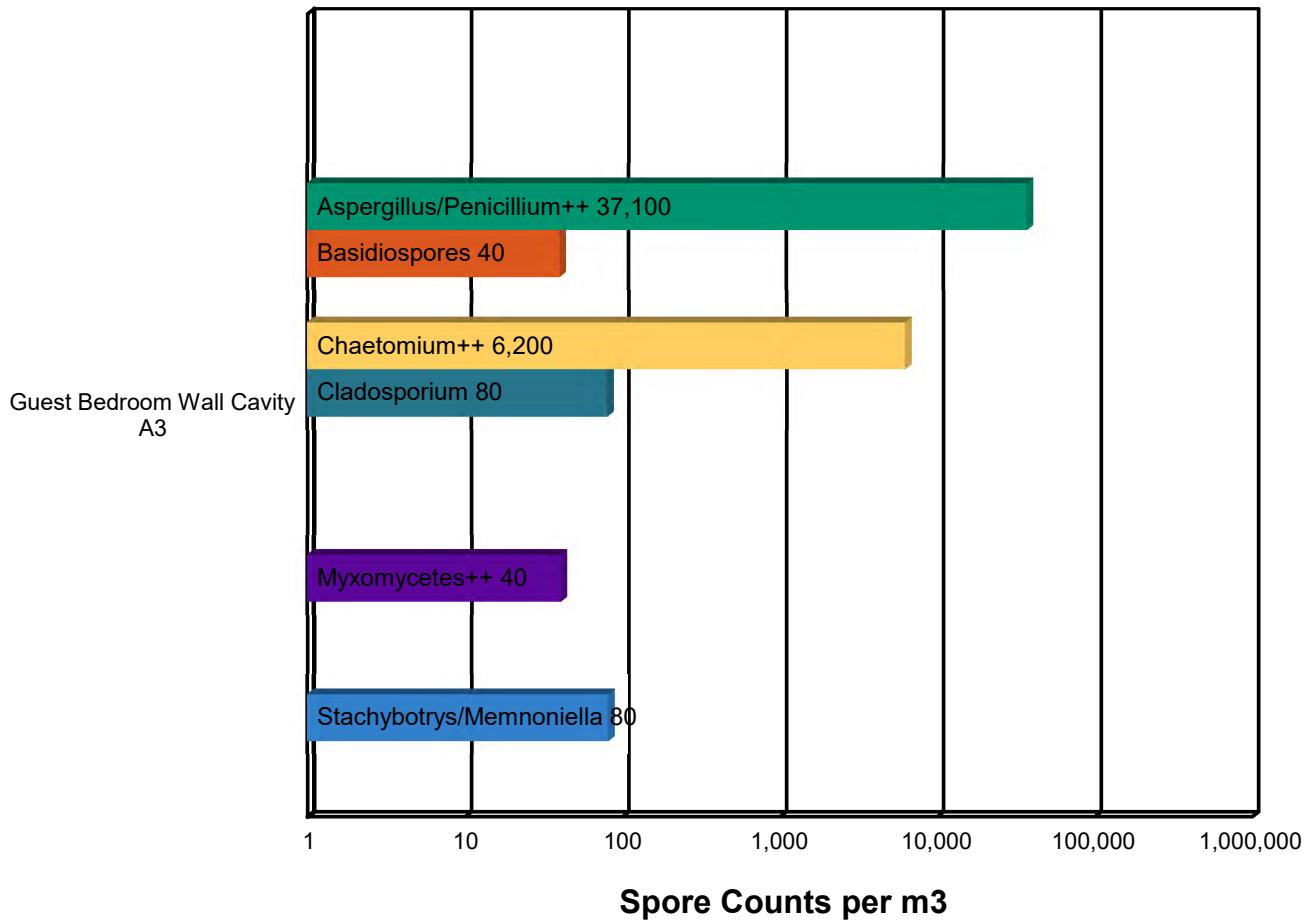
3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## Spore Trap Report: Total Counts



\* The chart is displayed using a logarithmic scale. Bar size is not directly proportional to the number of spores.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

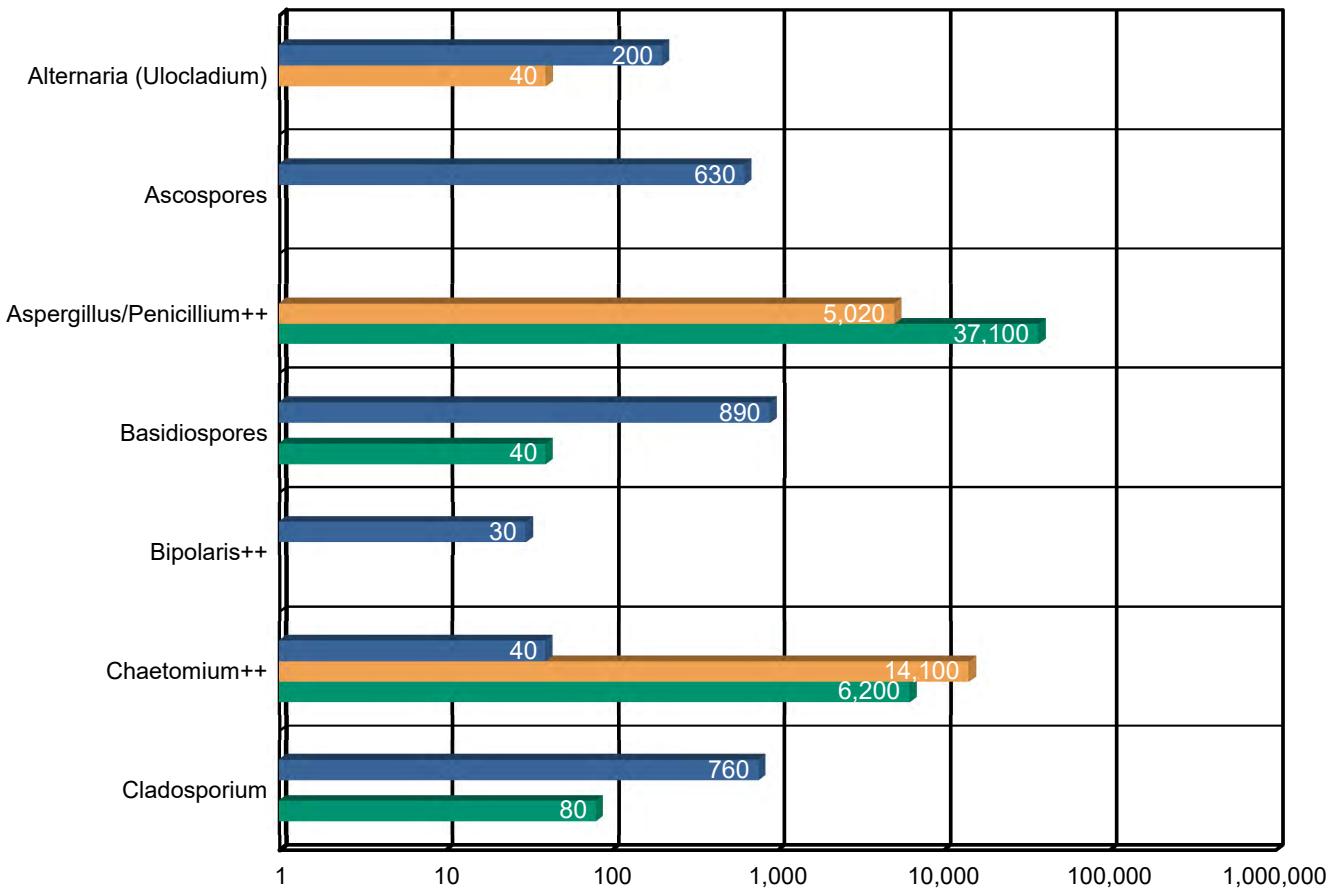
3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## Background Comparison Chart



Spore Counts per m<sup>3</sup>

■ A1 Outside Control      ■ A2 Guest Bedroom      ■ A3 Guest Bedroom Wall Cavity

\* The chart is displayed using a logarithmic scale. The bar size is not directly proportional to the number of spores.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

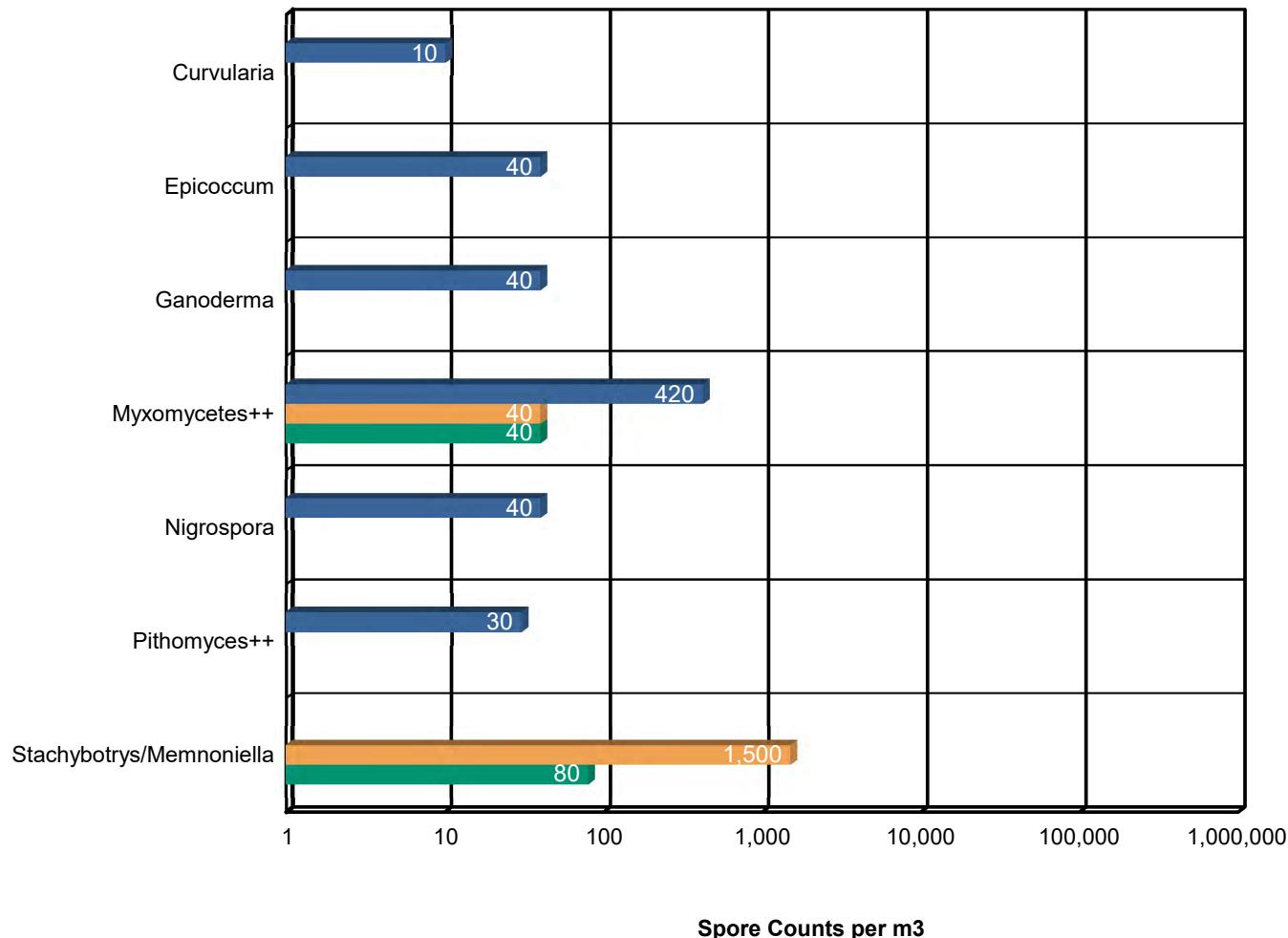
3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## Background Comparison Chart



Spore Counts per m<sup>3</sup>

■ A1 Outside Control      ■ A2 Guest Bedroom      ■ A3 Guest Bedroom Wall Cavity

\* The chart is displayed using a logarithmic scale. The bar size is not directly proportional to the number of spores.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

Surface Contamination ASSESSMENT Report

TM Swab Samples Based on Direct Microscopic Analysis MICRO-SOP-200

Sample Information	Sample Location	Surface Contamination Rating (Referenced in IICRC S520)	Recommended Remedial Action (Referenced in IICRC S520)
Lab Sample #: 112500873-0005 Client Sample ID: B1	Front Entry Drywall	Condition 2: Contaminated with settled spores	Remediate to a Condition 1 status
Lab Sample #: 112500873-0006 Client Sample ID: B2	Guest Bedroom Baseboard	Condition 3: Actual fungal growth	Remediate to a Condition 1 status

## Definitions (from IICRC S520 Standard)

Condition 1 (normal fungal ecology): an indoor environment that may have settled spores, fragments, or traces of actual growth.

Condition 2 (settled spores): an indoor environment which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area, and which may have traces of actual growth.

Condition 3 (actual growth): an indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Data provided in this report are intended to facilitate the assessment process performed by an Indoor Environmental Professional (IEP). The IEP is responsible for final data interpretation and remediation conclusions based on their assessment which may include information on the building history, an inspection, sampling, and laboratory data. Post-remediation verification testing recommended after any remediation.

Madison Zarzecny, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Carrollton, TX AIHA LAP, LLC-EMLAP Accredited #223278, TX 1032

Initial report from: 06/20/2025 10:47:05

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
 Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
 Biotex Inspections  
 7618 Dunoon Ave  
 Dallas, TX 75248

EMSL Order: 112500873  
 Customer ID: BTEX42  
 Collected:  
 Received: 6/19/2025  
 Analyzed: 6/20/2025

Proj: Katie C.

## Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Swab Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number:	112500873-0005 B1	112500873-0006 B2			
Spore Types	Category	Category			
Alternaria (Ulocladium)	Rare	-			
Ascospores	-	-			
Aspergillus/Penicillium++	-	Low			
Basidiospores	-	-			
Bipolaris++	-	-			
Chaetomium++	-	*High*			
Cladosporium	-	-			
Curvularia	-	-			
Epicoccum	-	-			
Fusarium++	-	-			
Ganoderma	-	-			
Myxomycetes++	-	-			
Pithomyces++	Rare	-			
Rust	-	-			
Scopulariopsis/Microascus	-	-			
Stachybotrys/Memnoniella	Rare	-			
Unidentifiable Spores	-	-			
Zygomycetes	-	-			
Nigrospora	Rare	-			
Hyphal Fragment	Rare	Low			
Insect Fragment	-	-			
Pollen	Low	-			
Fibrous Particulate	-	-			

Category: Count/per area analyzed  
 Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

High background particulate: A high level of background particulate can obscure fungal matter and lead to underestimation or failure to detect

++ = Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

\* = Sample contains fruiting structures and/or hyphae associated with the spores.

- = Not detected.

Madison Zarzecny, Laboratory Manager  
 or Other Approved Signatory

No discernable field blank was submitted with this group of samples.

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Carrollton, TX AIHA LAP, LLC-EMLAP Accredited #223278, TX 1032

Initial report from: 06/20/2025 10:47:05

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc. All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

Surface Contamination ASSESSMENT Report ™ Tape Samples Based on Direct Microscopic Analysis MICRO-SOP-200

Sample Information	Sample Location	Surface Contamination Rating (Referenced in IICRC S520)	Recommended Remedial Action (Referenced in IICRC S520)
Lab Sample #: 112500873-0004 Client Sample ID: C1	Purple Couch	Condition 1: Normal fungal ecology	<input checked="" type="checkbox"/> None Required

## Definitions (from IICRC S520 Standard)

- Condition 1 (normal fungal ecology): an indoor environment that may have settled spores, fragments, or traces of actual growth.
- Condition 2 (settled spores): an indoor environment which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area, and which may have traces of actual growth.
- Condition 3 (actual growth): an indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Data provided in this report are intended to facilitate the assessment process performed by an Indoor Environmental Professional (IEP). The IEP is responsible for final data interpretation and remediation conclusions based on their assessment which may include information on the building history, an inspection, sampling, and laboratory data. Post-remediation verification testing recommended after any remediation.

Madison Zarzecny, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Carrollton, TX AIHA LAP, LLC-EMLAP Accredited #223278, TX 1032

Initial report from: 06/20/2025 10:47:05

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
 Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
 Biotex Inspections  
 7618 Dunoon Ave  
 Dallas, TX 75248

EMSL Order: 112500873  
 Customer ID: BTEX42  
 Collected:  
 Received: 6/19/2025  
 Analyzed: 6/20/2025

Proj: Katie C.

## Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Tape Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number:	112500873-0004				
Client Sample ID:	C1				
Sample Location:	Purple Couch				
Spore Types	Category				
Alternaria (Ulocladium)	-				
Ascospores	-				
Aspergillus/Penicillium++	Rare				
Basidiospores	-				
Bipolaris++	Rare				
Chaetomium++	Low				
Cladosporium	-				
Curvularia	-				
Epicoccum	-				
Fusarium++	-				
Ganoderma	-				
Myxomycetes++	-				
Pithomyces++	-				
Rust	-				
Scopulariopsis/Microascus	-				
Stachybotrys/Memnoniella	-				
Unidentifiable Spores	-				
Zygomycetes	-				
Nigrospora	Rare				
Hyphal Fragment	Rare				
Insect Fragment	-				
Pollen	-				
Fibrous Particulate	-				

Category: Count/per area analyzed  
 Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

High background particulate: A high level of background particulate can obscure fungal matter and lead to underestimation or failure to detect

++ = Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

\* = Sample contains fruiting structures and/or hyphae associated with the spores.

- = Not detected.

Madison Zarzecny, Laboratory Manager  
 or Other Approved Signatory

No discernable field blank was submitted with this group of samples.

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Carrollton, TX AIHA LAP, LLC-EMLAP Accredited #223278, TX 1032

Initial report from: 06/20/2025 10:47:05

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



## EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

### 3. Understanding the Results

EMSL Analytical, Inc. is an independent laboratory, providing unbiased and scientifically valid results. These data represent only a portion of an overall IAQ investigation. Visual information and environmental conditions measured during the site assessment (humidity, moisture readings, etc.) are crucial to any final interpretation of the results. Many factors impact the final results; therefore, result interpretation should only be conducted by qualified individuals. The American Conference of Governmental Industrial Hygienists (ACGIH) has published a good reference book covering sampling and data interpretation. It is entitled, Bioaerosols: Assessment and Control, 1999.

Fungal spores are found everywhere. Whether or not symptoms develop in people exposed to fungi depends on the nature of the fungal material (e.g., allergenic, toxic, or infectious), the exposure level, and the susceptibility of exposed persons. Susceptibility varies with the genetic predisposition (e.g., allergic reactions do not always occur in all individuals), age, pre-existing medical conditions (e.g., diabetes, cancer, or chronic lung conditions), use of immunosuppressive drugs, and concurrent exposures. These reasons make it difficult to identify dose/response relationships that are required to establish "safe" or "unsafe" levels (i.e., permissible exposure limits).

It is generally accepted in the industry that indoor fungal growth is undesirable and inappropriate, necessitating removal or other appropriate remedial actions. The New York City guidelines and EPA guidelines for mold remediation in schools and commercial buildings define the conditions warranting mold remediation. Always remember that water is the key. Preventing water damage or water condensation will prevent mold growth.

This report is not intended to provide medical advice or advice concerning the relative safety of an occupied space. Always consult an occupational or environmental health physician who has experience addressing indoor air contaminants if you have any questions.

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc. All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## 4. Glossary of Fungi

### ALTERNARIA(ULOCLADIUM)

Natural Habitat	Common saprobe and pathogen of plants. Typically found on plant tissue, decaying wood, and foods. Soil . Air outdoors.	
Suitable Substrates in the Indoor Environment	Indoors near condensation (window frames, showers), House dust (in carpets, and air). Also colonizes building supplies, computer disks, cosmetics, leather, optical instruments, paper, sewage, stone monuments, textiles, wood pulp, and jet fuel	
Water Activity	Aw =0.85-0.88 (water damage indicator)	
Mode of Dissemination	Wind	
Allergic Potential	Type I allergies (hay fever, asthma), Type III (hypersensitivity pneumonitis)	
Potential or Opportunistic Pathogens	Phaeohyphomycosis {causing cystic granulomas in the skin and subcutaneous tissue}. In immunocompetent patients, Alternaria colonizes the paranasal sinuses, leading to chronic hypertrophic sinusitis	
Industrial Uses	Biocontrol of weed plants ·Biocontrol fungal plant pathogens.	
Potential Toxins Produced	Alternariol (AOH) . Alternariol monomethyl ether (AME). Tenuazonic acid (TeA). Altenene (ALT). Altertoxins (ATX)	
Other Comments	Many species of Ulocladium have been renamed as Alternaria. Alternaria spores are one of the most common and potent indoor and outdoor airborne allergens. Additionally, Alternaria sensitization has been determined to be one of the most important factors in the onset of childhood asthma. Synergy with Cladosporium or Ulocladium may increase the severity of symptoms	
References	Alternaria redefined. J. Woudenberg et al., Studies in Mycology. Volume 75, June 2013, Pages 171-212	

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
 Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
 Biotex Inspections  
 7618 Dunoon Ave  
 Dallas, TX 75248

EMSL Order: 112500873  
 Customer ID: BTEX42  
 Collected:  
 Received: 6/19/2025  
 Analyzed: 6/20/2025

Proj: Katie C.

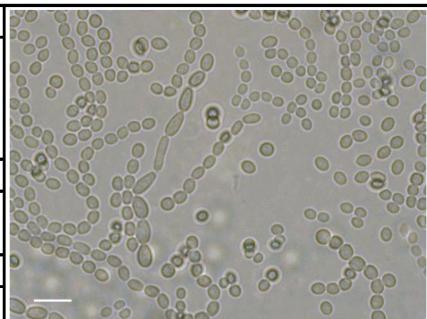
## ASCOSPORES

<b>Natural Habitat</b>	Everywhere in nature.
<b>Suitable Substrates in the Indoor Environment</b>	Depends on genus and species.
<b>Water Activity</b>	Depends on genus and species.
<b>Mode of Dissemination</b>	Forcible ejection or passive release and dissemination by wind or insects.
<b>Allergic Potential</b>	Depends on genus and species.
<b>Potential or Opportunistic Pathogens</b>	Depends on genus and species.
<b>Industrial Uses</b>	Depends on genus and species.
<b>Potential Toxins Produced</b>	Depends on genus and species.
<b>Other Comments</b>	Ascospores are the result of sexual reproduction and produced in a saclike structure called an ascus. All ascospores belong to members of the Phylum Ascomycota, which encompasses a plethora of genera worldwide.



## ASPERGILLUS/PENICILLIUM++

<b>Natural Habitat</b>	Plant debris · Seed · Cereal crop
<b>Suitable Substrates in the Indoor Environment</b>	Grows on a wide range of substrates indoors · Prevalent in water damaged buildings · Foods (blue mold on cereals, fruits, vegetables, dried foods) · House dust · Fabrics · Leather · Wallpaper · Wallpaper glue
<b>Allergic Potential</b>	Type I (hay fever, asthma) · Type III (hypersensitivity)
<b>Potential Opportunist or Pathogen</b>	Possible depending on the species.
<b>Potential Toxins Produced</b>	Possible depending on the species.
<b>Free moisture required for mold growth</b>	$Aw=0.75-0.94$
<b>Mode of Dissemination</b>	Wind · Insects
<b>Industrial Uses</b>	Many depending on the species
<b>Other comments</b>	Spores of Aspergillus and Penicillium (including others such as Geosmithia, Goidanichella, Nalanthamala, Rasamsonia, Samsoniella, and Talaromyces) are small and spherical with few distinguishing characteristics. They cannot be differentiated by non-viable impaction sampling methods. Some species with very small spores may be undercounted in samples with high background debris.



This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

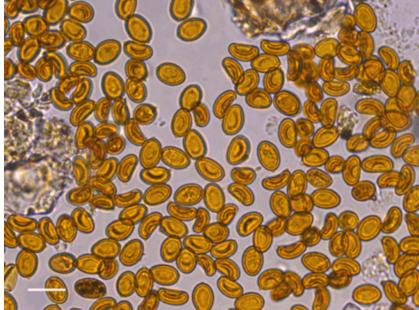
© 2006, EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.

Attn: Kyle Reist  
 Biotex Inspections  
 7618 Dunoon Ave  
 Dallas, TX 75248

EMSL Order: 112500873  
 Customer ID: BTEX42  
 Collected:  
 Received: 6/19/2025  
 Analyzed: 6/20/2025

Proj: Katie C.

## BASIDIOSPORES

Natural Habitat	Forest floors. Lawns .Plants (saprobites or pathogens depending on genus)	
Suitable Substrates in the Indoor Environment	Depends on genus. Wood products	
Water Activity	Unknown.	
Mode of Dissemination	Forcible ejection. Wind currents.	
Allergic Potential	Type I allergies (hay fever, asthma) . Type III (hypersensitivity pneumonitis)	
Potential or Opportunistic Pathogens	Depends on genus.	
Industrial Uses	Edible mushrooms are used in the food industry.	
Potential Toxins Produced	Amanitins. monomethyl-hydrazine. muscarine. ibotenic acid. psilocybin.	
Other Comments	Basidiospores are the result of sexual reproduction and formed on a structure called the basidium. Basidiospores belong to the members of the Phylum Basidiomycota, which includes mushrooms, shelf fungi, rusts, and smuts.	

## BIPOLARIS++

Natural Habitat	Plant saprophyte. Plant pathogen of many plants, causing leaf rot, crown rot, and root rot on warm season turf grasses	
Suitable Substrates in the Indoor Environment	House plants, Indoor building materials	
Free moisture required for mold growth	Unknown	
Mode of Dissemination	Wind	
Allergic Potential	Hay fever, asthma. Allergic and chronic invasive sinusitis	
Potential or Opportunistic Pathogens	Invasive sinusitis, disseminated mycoses, peritonitis, keratitis, phaeohyphomycosis	
Potential Toxins	Can potentially produce sterigmatocystin.	
Other Comments	Includes Bipolaris, Drechslera, Exserohilum.	

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

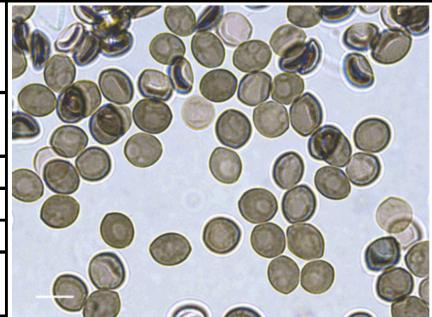
3310 Keller Springs, Suite 145 Carrollton, TX 75006  
 Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
 Biotex Inspections  
 7618 Dunoon Ave  
 Dallas, TX 75248

EMSL Order: 112500873  
 Customer ID: BTEX42  
 Collected:  
 Received: 6/19/2025  
 Analyzed: 6/20/2025

Proj: Katie C.

## CHAETOMIUM++

<b>Natural Habitat</b>	Dung. Seeds. Soil. Straw. Genera with like spores include Amesia, Arcopilus, Botryotrichum, Collariella, Dichotomopilus, Ovatospora, Subramaniula and others.	
<b>Suitable Substrates in the Indoor Environment</b>	Paper. Sheetrock. Wallpaper.	
<b>Water Activity</b>	$Aw=0.84-0.89$ .	
<b>Mode of Dissemination</b>	Wind. Insects. Water splash.	
<b>Allergic Potential</b>	Type I (asthma and hay fever).	
<b>Potential or Opportunistic Pathogens</b>	Onychomycosis. C. perlucidum recognized as a new agent of cerebral phaeohyphomycosis.	
<b>Industrial Uses</b>	Cellulase production, Textile testing.	
<b>Potential Toxins Produced</b>	Chaetomin. Chaetoglobosins A,B,D and F are produced by Chaetomium globosum. Sterigmatocystin is produced by rare species	

## CLADOSPORIUM

<b>Natural Habitat</b>	Dead plant matter. Straw. Soil. Woody plants	
<b>Suitable Substrates in the Indoor Environment</b>	Fiberglass duct liner. Paint. Textiles. Found in high concentration in water-damaged building materials.	
<b>Water Activity</b>	$Aw 0.84-0.88$	
<b>Mode of Dissemination</b>	Air	
<b>Allergic Potential</b>	Type I (asthma and hay fever).	
<b>Potential or Opportunistic Pathogens</b>	Edema. keratitis. onychomycosis. pulmonary infections. Sinusitis.	
<b>Industrial Uses</b>	Produces 10 antigens.	
<b>Potential Toxins Produced</b>	Cladosporin and Emodin.	

## CURVULARIA

<b>Natural Habitat</b>	A worldwide saprophytic fungi, being isolated from dead plant material and soil.	
<b>Suitable Substrates in the Indoor Environment</b>	Paper, wood products	
<b>Free moisture required for mold growth</b>	Unknown	
<b>Mode of Dissemination</b>	Wind	
<b>Allergic Potential</b>	Hay fever, asthma, allergic fungal sinusitis	
<b>Potential or Opportunistic Pathogens</b>	In immunocompromised patients can cause cerebral abscess, endocarditis, mycetoma, ocular keratitis, onychomycosis, and pneumonia.	

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## EPICOCCUM

Natural Habitat	A worldwide saprophytic fungi, being isolated from dead plant material and soil.	
Suitable Substrates in the Indoor Environment	Paper, textiles	
Water Activity	0.86-0.90	
Mode of Dissemination	Wind	
Allergic Potential	Hay fever, asthma	
Potential or Opportunistic Pathogens	Unknown	

## GANODERMA

Natural Habitat	Grows on conifers and hardwoods worldwide, causing white rot, root rot, and stem rot.	
Suitable Substrates in the Indoor Environment	Unknown.	
Water Activity	Unknown.	
Mode of Dissemination	Wind.	
Allergic Potential	Ganoderma species are known to cause allergies in people on a worldwide scale.	
Potential or Opportunistic Pathogens	Unknown.	
Industrial Uses	Biopulping of wood for the paper industry. Potential medicinal use due to: 1. Inhibition of Ras dependent cell transformation, 2. Antifibrotic activity, 3. Immunomodulating activity, 4. Free-radicle scavenging	
Potential Toxins Produced	Unknown.	
Other Comments	Used in traditional Chinese medicine as an herbal supplement. It is also known as a "shelf fungus" because the fruiting body forms a stalk-less shelf on the sides of trees and logs. It is sometimes called "artists conk" because when you scratch the white pores of the fruiting body, the white rubs away and exposes the brown hyphae underneath. Thus, pictures can be produced on the fruiting body.	
Reference	References: Craig, R.L., Levetin, E. 2000. Multi-year study of Ganoderma aerobiology. Aerobiologia 16: 75-81. <a href="http://www.pfc.forestry.ca/diseases/CTD/Group/Heart/hear_t6_e.html">http://www.pfc.forestry.ca/diseases/CTD/Group/Heart/hear_t6_e.html</a>	

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: http://www.EMSL.com Email:dallaslab@emsl.com

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## MYXOMYCETES++

Natural Habitat	Decaying logs, Dead leaves , Dung , Lawns , Mulched flower beds, Lawns	
Suitable Substrates in the Indoor Environment	Rotting lumber	
Free moisture required for mold growth	Unknown	
Mode of Dissemination	Insects, Water, Wind	
Allergic Potential	Type I	
Potential or Opportunistic Pathogens	Unknown	
Industrial Uses		
Other Comments	Includes Myxomycetes, Smut, Rust, and Periconia.	

## NIGROSPORA

Natural Habitat	Common on live or dead grass, seeds & soil.	
Suitable Substrates in the Indoor Environment	Unknown	
Water Activity	Unknown	
Mode of Dissemination	Forcibly projected.	
Allergic Potential	Type 1 allergies (hay fever, asthma)	
Potential or Opportunistic Pathogens	Keratitis & skin lesions	
Other Comments		

## PITHOMYCES++

Natural Habitat	A worldwide saprophytic fungi, being isolated from dead plant material and soil.	
Suitable Substrates in the Indoor Environment	Paper	
Water Activity	Requires high moisture for spore germination	
Mode of Dissemination	Wind	
Allergic Potential	Unknown	
Potential or Opportunistic Pathogens	Mycosis in immunocompromised patients	
Other Comments	Pithomyces++ includes spores of Pithomyces and Pseudopithomyces.	

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## STACHYBOTRYS/MEMNONIELLA

Natural Habitat	Decaying plant materials and Soil.
Suitable Substrates in the Indoor Environment	Water damaged building materials such as: ceiling tiles, gypsum board, insulation backing, sheet rock, and wall paper. Paper. Textiles.
Water Activity	Aw=0.94
Mode of Dissemination	Insects, Water, and Wind
Allergic Potential	Type I (hay fever, asthma)
Potential or Opportunistic Pathogens	Unknown.
Industrial Uses	Unknown.
Potential Toxins Produced	Mycotoxins produced by Stachybotrys include Roridin A, Roridin E, Roridin H, Roridin L-2, Satratoxin G, Satratoxin H, Isosatratoxin F, Verucarin A, Verucarin J, and Verrucariol.
Other Comments	Stachybotrys and Memnoniella are closely related and many Memnoniella species have been renamed under Stachybotrys. Mycologists are continuing to debate whether Stachybotrys and Memnoniella should be grouped or split apart (see references below). Stachybotrys may play a role in the development of sick building syndrome. The presence of this fungus can be significant due to its ability to produce mycotoxins. Exposure to the toxins can occur through inhalation, ingestion, or skin exposure.
References	Generic hyper-diversity in Stachybotriaceae. L. Lombard et al., Persoonia 36, 2016: 156–246. Overview of Stachybotrys (Memnoniella) and current species status. Y. Wang et al., Fungal Diversity, 2015: DOI: 10.1007/s13225-014-0319-0.



This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc. All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



# EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

## 5. References and Informational Links

### Books

- Bioaerosols: Assessment and Control. Janet Macher, Ed., American Conference of Governmental Industrial Hygienists, Cincinnati, OH 1999.
- Exposure Guidelines for Residential Indoor Air Quality. Environmental Health Directorate, Health Protection Branch, Health Canada, Ottawa, Ontario, 1989.
- Fungal Contamination in Public Buildings: Health Effects and Investigation Methods. Health Canada, Ottawa, Ontario, 2004.
- IICRC: S500 Standard and Reference Guide for Professional Water Damage Restoration. 3rd Edition, Institute of Inspection, Cleaning, and Restoration Certification, Vancouver, WA, 2006

IICRC: S520 Standard and Reference Guide for Professional Mold Remediation. 1st Edition, Institute of Inspection, Cleaning, and Restoration Certification, Vancouver, WA, 2004

- Field Guide for the Determination of Biological Contaminants in Environmental Samples. 2nd Edition, American Industrial Hygiene Association, 2005.

### Consumer Links

Read the full text of AIHA's "The Facts About Mold" consumer brochure.

<https://aiha-assets.sfo2.digitaloceanspaces.com/AIHA/resources/Facts-About-Mold-A-Consumer-Focus-Fact-Sheet.pdf>

The Occupational Safety and Health Administration (OSHA)

<http://www.osha.gov/SLTC/molds/index.html>

CDC Mold Facts

<https://www.cdc.gov/mold-health/about/index.html?>

[CDC AAref Val=https://www.cdc.gov/mold/faqs.htm](https://www.cdc.gov/mold/faqs.htm)

CDC Stachybotrys - Questions and answers on Stachybotrys chartarum and other molds

<https://www.cdc.gov/mold-health/data-research/facts-stats/?>

[CDC AAref Val=https://www.cdc.gov/mold/stachy.htm](https://www.cdc.gov/mold/stachy.htm)

IOM, NAS: Clearing the Air: Asthma and Indoor Air Exposures

<https://www.epa.gov/indoor-air-quality-iaq/should-you-have-air-ducts-your-home-cleaned>

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



## EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

National Library of Medicine-Mold website  
<http://www.nlm.nih.gov/medlineplus/molds.html>

California Department of Health Services (CADOHS)  
<https://www.cdph.ca.gov/Programs/cls/dehl/ehl/Pages/AQS/Mold.aspx>

Minnesota Department of Health  
<https://www.health.state.mn.us/communities/environment/air/mold/index.html>

New York City Department of Health and Mental Hygiene  
<https://www.nyc.gov/site/doh/health/health-topics/mold.page>

### EPA

"Should You Have the Air Ducts in Your Home Cleaned?"  
<https://www.epa.gov/indoor-air-quality-iaq/should-you-have-air-ducts-your-home-cleaned>

General information about molds and actions that can be taken to clean up or prevent a mold problem.  
<https://www.epa.gov/mold/mold-cleanup-your-home>

"A Brief Guide to Mold, Moisture, and Your Home" - Includes basic information on mold, cleanup guidelines, and moisture and mold prevention  
<https://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home>

"Mold Remediation in Schools and Commercial Buildings" - Information on remediation in schools and commercial property, references for potential mold and moisture remediaters.  
<https://www.epa.gov/mold/mold-remediation-schools-and-commercial-buildings-guide>

### FEMA

"Homes That Were Flooded May Harbor Mold Problems" - Information and tips for cleaning mold.  
<https://www.fema.gov/press-release/20210318/fact-sheet-mold-problems-and-solutions>

"Dealing With Mold & Mildew in Your Flood Damaged Home.  
[http://www.fema.gov/pdf/rebuild/recover/fema\\_mold\\_brochure\\_english.pdf](http://www.fema.gov/pdf/rebuild/recover/fema_mold_brochure_english.pdf)

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



## EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

### 6. Important Terms, Conditions, and Limitations

#### A. Sample Retention

Samples analyzed by EMSL will be retained for 60 days after analysis date. Storage beyond this period is available for a fee with written request prior to the initial 30 day period.

Samples containing hazardous/toxic substances which require special handling will be returned to the client immediately. EMSL reserves the right to charge a sample disposal fee or return samples to the client.

#### B. Change Orders and Cancellation

All changes in the scope of work or turnaround time requested by the client after sample acceptance must be made in writing and confirmed in writing by EMSL. If requested changes result in a change in cost the client must accept payment responsibility. In the event work is cancelled by a client, EMSL will complete work in progress and invoice for work completed to the point of cancellation notice. EMSL is not responsible for holding times that are exceeded due to such changes.

#### C. Warranty

EMSL warrants to its clients that all services provided hereunder shall be performed in accordance with established and recognized analytical testing procedures and with reasonable care in accordance with applicable federal, state and local laws. The foregoing express warranty is exclusive and is given in lieu of all other warranties, expressed or implied. EMSL disclaims any other warranties, express or implied, including a warranty of fitness for particular purpose and warranty of merchantability.

#### D. Limits of Liability

In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. EMSL will not be held responsible for the improper selection of sampling devices even if we supply the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to insure that a valid sample is taken for analysis. Any resampling performed will be at the sole discretion of EMSL, the cost of which shall be limited to the reasonable value of the original sample delivery group (SDG) samples. In no event shall EMSL be liable to a client or any third party, whether based upon theories

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006, EMSL Analytical, Inc.. All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.



## EMSL Analytical, Inc.

3310 Keller Springs, Suite 145 Carrollton, TX 75006  
Phone: (972) 892-9928 Fax: (972) 892-9929 Web: <http://www.EMSL.com> Email: [dallaslab@emsl.com](mailto:dallaslab@emsl.com)

Attn: Kyle Reist  
Biotex Inspections  
7618 Dunoon Ave  
Dallas, TX 75248

EMSL Order: 112500873  
Customer ID: BTEX42  
Collected:  
Received: 6/19/2025  
Analyzed: 6/20/2025

Proj: Katie C.

of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder.

### E. Indemnification

Client shall indemnify EMSL and its officers, directors and employees and hold each of them harmless for any liability, expense or cost, including reasonable attorney's fees, incurred by reason of any third party claim in connection with EMSL services, the test result data or its use by client

---

This report has been prepared by EMSL Analytical, Inc. at the request of and for the exclusive use of the client named in this report. Completely read the important terms, conditions, and limitations that apply to this report.

© 2006,EMSL Analytical, Inc., All rights reserved. No part of this report may be reproduced or otherwise distributed or used without the express written consent of EMSL.

March 5, 2025  
Mold Notification  
with health details

**Subject:** Urgent: Mold Issue & Health Concerns  
**Date:** Wednesday, March 5, 2025 at 12:52:24 PM Central Standard Time  
**From:** Katie Copeland  
**To:** Bowery Southside

Hello, I never realized mold was so serious. I just asked ChatGPT about the mold and my unique constellation of diseases. It told me this was urgent and suggested I write the following:

I am reaching out to report a concerning mold issue in my apartment. I have noticed mold growing in the corner of my entryway, which raises concerns that there may be mold in other areas as well. Given my medical conditions, this is an urgent issue that could severely impact my health.

I have several chronic illnesses, including mast cell activation syndrome (MCAS), celiac disease, and long COVID, among others, which make me extremely sensitive to environmental triggers like mold. Mold exposure can cause severe allergic reactions, respiratory issues, immune system dysfunction, and increased inflammation, all of which could seriously worsen my condition.

Because of these health risks, I need an inspection as soon as possible to determine the extent of the mold issue and whether remediation is necessary. If testing confirms a mold problem, I will need immediate intervention to ensure my apartment remains a safe living environment.

Please let me know how soon we can schedule an inspection and discuss next steps. I appreciate your prompt attention to this matter, as it directly affects my ability to safely remain in my home.

Separate question: do you know anyone who does dog walking in our complex or nearby? I had a medical procedure done today and it would be great if I could pay someone to walk my dogs since I am not able to move much.

Best,

**Katie Copeland**  
817-789-8498

# Maintenance Reports regarding mold



Home &gt;

## Maintenance

### NEW REQUEST

Search

ID

3385935

COMPLETED ON

Monday, October 7, 2024

DESCRIPTION

Inside the front door in the corner, it looks like...

ID

3372481

COMPLETED ON

Monday, September 23, 2024

DESCRIPTION

\*\*A-c leaking again - paged out on 9-21-24 at 3:49...

ID

3366861

COMPLETED ON

Wednesday, October 2, 2024

DESCRIPTION

I noticed a wet spot by the door in my second bedr...

ID

3366347

COMPLETED ON

Monday, September 16, 2024

DESCRIPTION

Please change my air filter. Please also check to ...

ID

3351949

COMPLETED ON

Thursday, August 29, 2024

Request #3351949



Show Less

#### Important Information

**IMPORTANT:** For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

**For maintenance emergencies, please call (833)**

**887-1948 and select option 2.**

Work Completed  
Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

#### Request Details

Id	STATUS	3351949	⋮
	Work Completed		
Status			
	Work Completed		
Originator			
	Kathryn Copeland		
Requested On			
	Thursday, August 29, 2024 2:50 PM		
STATUS	Completed On	⋮	
	Work Completed	Thursday, August 29, 2024	
Priority			
	Normal		
Category			
	Plumbing		
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.	⋮	
	Work Completed		

#### Property Access

Access instructions	⋮
	⋮
STATUS	⋮
	⋮
Work Completed	



Home &gt;

## Maintenance

### NEW REQUEST

Search

ID

3385935

COMPLETED ON

Monday, October 7, 2024

DESCRIPTION

Inside the front door in the corner, it looks like...

ID

3372481

COMPLETED ON

Monday, September 23, 2024

DESCRIPTION

\*\*A-c leaking again - paged out on 9-21-24 at 3:49...

ID

3366861

COMPLETED ON

Wednesday, October 2, 2024

DESCRIPTION

I noticed a wet spot by the door in my second bedr...

ID

3366347

COMPLETED ON

Monday, September 16, 2024

DESCRIPTION

Please change my air filter. Please also check to ...

ID

3351949

COMPLETED ON

Thursday, August 29, 2024

Request #3385935



Show Less

#### Important Information

**IMPORTANT:** For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

#### For maintenance emergencies, please call (833)

**887-1948 and select option 2.**



Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

#### Request Details

Id	STATUS	3385935	⋮
	Work Completed		
Status	Status		
	Work Completed		
Originator	Originator		
	Kathryn Copeland		
Requested On	Requested On		
	Monday, October 7, 2024 4:34 AM		
STATUS	Completed On		
	Monday, October 7, 2024		
Priority	Priority		
	Normal		
Category	Category		
	Other		
Description	Description		
	Inside the front door in the corner, it looks like there is mold growing on the wall.		
STATUS	Work Completed		

#### Property Access

Access instructions	
⋮	
STATUS	⋮
Work Completed	⋮



Home &gt;

## Maintenance

### NEW REQUEST

Search

ID

3592514

COMPLETED ON

Wednesday, June 4, 2025

DESCRIPTION

Hi - I am not sure if it is the A/C or a leak some...

ID

3583000

COMPLETED ON

Wednesday, May 28, 2025

DESCRIPTION

Monthly reminder to change filter, thanks!

ID

3525904

COMPLETED ON

Monday, March 24, 2025

DESCRIPTION

I have a reminder on my calendar to ask you to che...

ID

3519926

COMPLETED ON

Monday, March 17, 2025

DESCRIPTION

The light in my refrigerator and freezer are both ...

ID

3510659

COMPLETED ON

Thursday, March 6, 2025

Request #3510659



Show Less

#### Important Information

**IMPORTANT:** For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

**For maintenance emergencies, please call (833)**

**887-1948 and select option 2.**



Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

#### Request Details

Id	STATUS	3510659	⋮
	Work Completed		
Status			
	Work Completed		
Originator			
	Kathryn Copeland		
Requested On			
	Wednesday, March 5, 2025 5:47 PM		
STATUS	Completed On	⋮	
	Work Completed	Wednesday, March 6, 2025	
Priority			
	Normal		
Category			
	Other		
Description			
	I noticed mold growing again .	⋮	
STATUS			
	Work Completed		

#### Property Access

Access instructions	⋮
	⋮
STATUS	⋮
	⋮
Work Completed	



Home &gt;

## Maintenance

### NEW REQUEST

Search

ID

3592514

COMPLETED ON

Wednesday, June 4, 2025

DESCRIPTION

Hi - I am not sure if it is the A/C or a leak some...

ID

3583000

COMPLETED ON

Wednesday, May 28, 2025

DESCRIPTION

Monthly reminder to change filter, thanks!

ID

3525904

COMPLETED ON

Monday, March 24, 2025

DESCRIPTION

I have a reminder on my calendar to ask you to che...

ID

3519926

COMPLETED ON

Monday, March 17, 2025

DESCRIPTION

The light in my refrigerator and freezer are both ...

ID

3510659

COMPLETED ON

Thursday, March 6, 2025

Request #3592514



Show Less

#### Important Information

**IMPORTANT:** For the protection of our maintenance team, if anyone in your household is experiencing flu or COVID-19 symptoms, please do not enter a non-emergency maintenance request until symptoms have improved and you have followed the CDC's recommendation for self-isolation.

**For maintenance emergencies, please call (833)**

**887-1948 and select option 2.**

Status Work Completed  
Your call will be answered 24 hours a day. To determine if your maintenance concern is considered an emergency, please [click here](#).

#### Request Details

Id	STATUS	3592514	⋮
	Work Completed		
Status			
	Work Completed		
Originator			
	Kathryn Copeland		
Requested On			
	Tuesday, June 3, 2025 7:42 PM		
STATUS	Completed On	⋮	
	Work Completed		
	Wednesday, June 4, 2025		
Priority			
	Normal		
Category			
	Heating and Air		
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.		⋮

#### Property Access

Access instructions	⋮
	⋮
STATUS	⋮
	⋮
Work Completed	

# Rent Payments Ledger



Home > Payments

## Recent Activity

### Important Information

Online payments are reflected as pending until they are fully processed.

Show Less

### Tuesday, June 3, 2025

:CHECKscan Payment	- \$1,000.00
:CHECKscan Payment	- \$1,000.00
:CHECKscan Payment	- \$510.00

### Sunday, June 1, 2025

Res Protect Waiver Only (06/2025)	+ \$12.00
Pest Control Fee (06/2025)	+ \$5.00
Valet Trash (06/2025)	+ \$30.00
Storage Room (06/2025)	+ \$25.00
Storm Water (06/2025)	+ \$1.93
Base Rent (06/2025)	+ \$2,442.00
Service Fee 03/22 - 04/22	+ \$1.10
Wastewater Base Charge 03/22 - 04/22	+ \$0.87
Water Base Charge 03/22 - 04/22	+ \$1.63
Wastewater - 1050.0 gallons Read 03/22 135420.0 - 04/22 136470.0 # of Days = 31 (Rate is \$5.60 per 1,000 gallons)	+ \$5.88
Water - 1050.0 gallons Read 03/22 135420.0 - 04/22 136470.0 # of Days = 31 (Rate is \$3.66 per 1,000 gallons)	+ \$3.84

### Saturday, May 31, 2025

Returned Key	- \$50.00
Replacement Apt Key	+ \$50.00

### Thursday, May 1, 2025

:CHECKscan Payment	- \$2,589.21
05/2025 Base Rent Correction (Resident renewed at rate of \$2442 starting 5/26)	- \$74.51
Res Protect Waiver Only (05/2025)	+ \$12.00
Pest Control Fee (05/2025) \$3.00 @ 25 days	+ \$2.42
Pest Control Fee (05/2025 \$5.00 @5) 6 days	+ \$0.97

Valet Trash (05/2025) \$20.00 @ 25 days	+ \$16.13
Valet Trash (05/2025 \$30.00 @5) 6 days	+ \$5.81
Storage Room (05/2025)	+ \$25.00
Storm Water (05/2025 \$1.93 @5) 6 days	+ \$0.37
Base Rent (05/2025 \$2827.00 @5) 6 days	+ \$547.16
Base Rent (05/2025) \$2442.00 @ 25 days	+ \$1,969.35
Service Fee 02/22 - 03/22	+ \$0.83
Wastewater Base Charge 02/22 - 03/22	+ \$0.87
Water Base Charge 02/22 - 03/22	+ \$1.63
Wastewater - 720.0 gallons Read 02/22 134700.0 - 03/22 135420.0 # of Days = 28 (Rate is \$5.60 per 1,000 gallons)	+ \$4.03
Water - 720.0 gallons Read 02/22 134700.0 - 03/22 135420.0 # of Days = 28 (Rate is \$3.66 per 1,000 gallons)	+ \$2.64

#### **Monday, April 7, 2025**

:CHECKscan Payment	- \$2,513.80
--------------------	--------------

#### **Tuesday, April 1, 2025**

Res Protect Waiver Only (04/2025)	+ \$12.00
Pest Control Fee (04/2025)	+ \$3.00
Valet Trash (04/2025)	+ \$20.00
Storage Room (04/2025)	+ \$25.00
Base Rent (04/2025)	+ \$2,442.00
Service Fee 01/22 - 02/22	+ \$0.97
Wastewater Base Charge 01/22 - 02/22	+ \$0.87
Water Base Charge 01/22 - 02/22	+ \$1.63
Wastewater - 900.0 gallons Read 01/22 133800.0 - 02/22 134700.0 # of Days = 31 (Rate is \$5.60 per 1,000 gallons)	+ \$5.04
Water - 900.0 gallons Read 01/22 133800.0 - 02/22 134700.0 # of Days = 31 (Rate is \$3.66 per 1,000 gallons)	+ \$3.29

#### **Monday, March 3, 2025**

:CHECKscan Payment	- \$2,518.66
--------------------	--------------

#### **Saturday, March 1, 2025**

Res Protect Waiver Only (03/2025)	+ \$12.00
Pest Control Fee (03/2025)	+ \$3.00
Valet Trash (03/2025)	+ \$20.00
Storage Room (03/2025)	+ \$25.00
Base Rent (03/2025)	+ \$2,442.00

Service Fee 12/22 - 01/22	+ \$1.38
Wastewater Base Charge 12/22 - 01/22	+ \$0.78
Water Base Charge 12/22 - 01/22	+ \$1.46
Wastewater - 1420.0 gallons Read 12/22 132380.0 - 01/22 133800.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$7.91
Water - 1420.0 gallons Read 12/22 132380.0 - 01/22 133800.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$5.13

### Saturday, February 1, 2025

Res Protect Waiver Only (02/2025)	+ \$12.00
Pest Control Fee (02/2025)	+ \$3.00
Valet Trash (02/2025)	+ \$20.00
Storage Room (02/2025)	+ \$25.00
Base Rent (02/2025)	+ \$2,442.00
Service Fee 11/22 - 12/22	+ \$1.47
Wastewater Base Charge 11/22 - 12/22	+ \$0.78
Water Base Charge 11/22 - 12/22	+ \$1.46
Wastewater - 1530.0 gallons Read 11/22 130850.0 - 12/22 132380.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons)	+ \$8.52
Water - 1530.0 gallons Read 11/22 130850.0 - 12/22 132380.0 # of Days = 30 (Rate is \$3.61 per 1,000 gallons)	+ \$5.52

### Friday, January 31, 2025

:CHECKscan Payment	- \$2,519.75
--------------------	--------------

« < 1 2 3 4 > »

Have questions?

Please review our FAQ pages for:

[② Debit Cards](#)



[② Credit Cards](#)



[② Bank Accounts](#)





Home > Payments

## Recent Activity

### Important Information

Online payments are reflected as pending until they are fully processed.

[Show Less](#)

### Friday, January 3, 2025

:CHECKscan Payment	- \$2,450.60
--------------------	--------------

### Wednesday, January 1, 2025

Res Protect Waiver Only (01/2025)	+ \$12.00
Pest Control Fee (01/2025)	+ \$3.00
Valet Trash (01/2025)	+ \$20.00
Storage Room (01/2025)	+ \$25.00
Base Rent (01/2025)	+ \$2,442.00
Service Fee 10/22 - 11/22	+ \$1.32
Wastewater Base Charge 10/22 - 11/22	+ \$0.78
Water Base Charge 10/22 - 11/22	+ \$1.46
Wastewater - 1350.0 gallons Read 10/22 129500.0 - 11/22 130850.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$7.52
Water - 1350.0 gallons Read 10/22 129500.0 - 11/22 130850.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$4.87

### Thursday, December 5, 2024

Debit Card On-Line Payment ; Web - Resident Services	- \$773.00
------------------------------------------------------	------------

### Wednesday, December 4, 2024

Debit Card On-Line Payment ; Web - Resident Services	- \$750.00
Online Payment - EFT Payment. Web - Resident Services	- \$900.00

### Sunday, December 1, 2024

12/2024 Base Rent Correction (Resident renewed at rate of \$2442 starting 12/23)	- \$67.35
Res Protect Waiver Only (12/2024)	+ \$12.00
Pest Control Fee (12/2024)	+ \$3.00
Valet Trash (12/2024)	+ \$20.00
Storage Room (12/2024)	+ \$25.00
Base Rent (12/2024 \$2674.00 @4) 9 days	+ \$776.32



Base Rent (12/2024) \$2214.00 @ 22 days	+ \$1,571.23
Service Fee 09/22 - 10/22	+ \$1.28
Wastewater Base Charge 09/22 - 10/22	+ \$0.78
Water Base Charge 09/22 - 10/22	+ \$1.46
Wastewater - 1300.0 gallons Read 09/22 128200.0 - 10/22 129500.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons)	+ \$7.24
Water - 1300.0 gallons Read 09/22 128200.0 - 10/22 129500.0 # of Days = 30 (Rate is \$3.61 per 1,000 gallons)	+ \$4.69

#### **Friday, November 1, 2024**

Online Payment - EFT Payment. Web - Resident Services	- \$2,240.45
Res Protect Waiver Only Correction for November 2024	+ \$12.00
Pest Control Fee (11/2024)	+ \$3.00
Valet Trash (11/2024)	+ \$20.00
Storage Room (11/2024)	+ \$25.00
Base Rent (11/2024)	+ \$2,214.00
Service Fee 08/22 - 09/22	+ \$1.33
Wastewater Base Charge 08/22 - 09/22	+ \$0.78
Water Base Charge 08/22 - 09/22	+ \$1.46
Wastewater - 1370.0 gallons Read 08/22 126830.0 - 09/22 128200.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$7.63
Water - 1370.0 gallons Read 08/22 126830.0 - 09/22 128200.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$4.95

#### **Monday, October 21, 2024**

Res Protect Waiver Only Correction for October 2024	+ \$4.26
-----------------------------------------------------	----------

#### **Tuesday, October 1, 2024**

Pest Control Fee (10/2024)	+ \$3.00
Valet Trash (10/2024)	+ \$20.00
Storage Room (10/2024)	+ \$25.00
Base Rent (10/2024)	+ \$2,214.00
Service Fee 07/22 - 08/22	+ \$1.63
Wastewater Base Charge 07/22 - 08/22	+ \$0.78
Water Base Charge 07/22 - 08/22	+ \$1.46
Wastewater - 1730.0 gallons Read 07/22 125100.0 - 08/22 126830.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$9.64
Water - 1730.0 gallons Read 07/22 125100.0 - 08/22 126830.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$6.25

**Monday, September 16, 2024**

Online Payment - EFT Payment: Web - Resident Services

- \$2,335.72

**Tuesday, September 3, 2024**

Credit Card On-Line Payment ; Mobile Web - Resident Services

- \$2,278.75

« < 1 2 3 4 5 > >>

Have questions?  
Please review our FAQ pages for:

② Debit Cards

>

② Credit Cards

>

② Bank Accounts

>

The Bowery at Southside | 220 E Broadway Ave Fort Worth, TX 76104 | [\(833\) 887-1948](tel:(833)887-1948)

Equal Housing Opportunity. © 2025 Weinstein Properties | Website Design by RentCafe (© 2025 Yardi Systems, Inc. All Rights Reserved.)  
[Accessibility Statement](#)





Home > Payments

## Recent Activity

### Important Information

Online payments are reflected as pending until they are fully processed.

Show Less

### Sunday, September 1, 2024

Pest Control Fee (09/2024)	+ \$3.00
Valet Trash (09/2024)	+ \$20.00
Storage Room (09/2024)	+ \$25.00
Base Rent (09/2024)	+ \$2,214.00
Service Fee 06/22 - 07/22	+ \$1.38
Wastewater Base Charge 06/22 - 07/22	+ \$0.78
Water Base Charge 06/22 - 07/22	+ \$1.46
Wastewater - 1430.0 gallons Read 06/22 123670.0 - 07/22 125100.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons)	+ \$7.97
Water - 1430.0 gallons Read 06/22 123670.0 - 07/22 125100.0 # of Days = 30 (Rate is \$3.61 per 1,000 gallons)	+ \$5.16

### Monday, August 5, 2024

Online Payment - EFT Payment. Web - Resident Services	- \$2,281.65
-------------------------------------------------------	--------------

### Thursday, August 1, 2024

Pest Control Fee (08/2024)	+ \$3.00
Valet Trash (08/2024)	+ \$20.00
Storage Room (08/2024)	+ \$25.00
Base Rent (08/2024)	+ \$2,214.00
Service Fee 05/22 - 06/22	+ \$1.62
Wastewater Base Charge 05/22 - 06/22	+ \$0.78
Water Base Charge 05/22 - 06/22	+ \$1.46
Wastewater - 1720.0 gallons Read 05/22 121950.0 - 06/22 123670.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$9.58
Water - 1720.0 gallons Read 05/22 121950.0 - 06/22 123670.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$6.21

### Friday, July 5, 2024

Online Payment - EFT Payment. Mobile Web - Resident Services	- \$161.61
--------------------------------------------------------------	------------



Online Payment - EFT Payment. Web - Resident Services - \$60.00

Online Payment - EFT Payment. Web - Resident Services - \$1,500.00

Debit Card On-Line Payment ; Web - Resident Services - \$555.00

#### Monday, July 1, 2024

Pest Control Fee (07/2024) + \$3.00

Valet Trash (07/2024) + \$20.00

Storage Room (07/2024) + \$25.00

Base Rent (07/2024) + \$2,214.00

Service Fee 04/22 - 05/22 + \$1.29

Wastewater Base Charge 04/22 - 05/22 + \$0.78

Water Base Charge 04/22 - 05/22 + \$1.46

Wastewater - 1320.0 gallons Read 04/22 120630.0 - 05/22  
121950.0 # of Days = 30 (Rate is \$5.57 per 1,000 gallons) + \$7.35

Water - 1320.0 gallons Read 04/22 120630.0 - 05/22 121950.0 #  
of Days = 30 (Rate is \$3.61 per 1,000 gallons) + \$4.77

#### Saturday, June 1, 2024

Pest Control Fee (06/2024) + \$3.00

Valet Trash (06/2024) + \$20.00

Storage Room (06/2024) + \$25.00

Base Rent (06/2024) + \$2,214.00

Service Fee 03/22 - 04/22 + \$1.57

Wastewater Base Charge 03/22 - 04/22 + \$0.78

Water Base Charge 03/22 - 04/22 + \$1.46

Wastewater - 1650.0 gallons Read 03/22 118980.0 - 04/22  
120630.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons) + \$9.19

Water - 1650.0 gallons Read 03/22 118980.0 - 04/22 120630.0 #  
of Days = 31 (Rate is \$3.61 per 1,000 gallons) + \$5.96

#### Monday, May 13, 2024

Online Payment - EFT Payment. Web - Resident Services - \$2,282.00

#### Wednesday, May 1, 2024

Debit Card On-Line Payment ; Web - Resident Services - \$2,281.25

Pest Control Fee (05/2024) + \$3.00

Valet Trash (05/2024) + \$20.00

Storage Room (05/2024) + \$25.00

Base Rent (05/2024) + \$2,214.00

Service Fee 02/22 - 03/22 + \$1.59

Wastewater Base Charge 02/22 - 03/22	+ \$0.78
Water Base Charge 02/22 - 03/22	+ \$1.46
Wastewater - 1680.0 gallons Read 02/22 117300.0 - 03/22 118980.0 # of Days = 29 (Rate is \$5.57 per 1,000 gallons)	+ \$9.36
Water - 1680.0 gallons Read 02/22 117300.0 - 03/22 118980.0 # of Days = 29 (Rate is \$3.61 per 1,000 gallons)	+ \$6.06

#### Monday, April 1, 2024

Pest Control Fee (04/2024)	+ \$3.00
Valet Trash (04/2024)	+ \$20.00
Storage Room (04/2024)	+ \$25.00
Base Rent (04/2024)	+ \$2,214.00
Service Fee 01/22 - 02/22	+ \$1.37
Wastewater Base Charge 01/22 - 02/22	+ \$0.78
Water Base Charge 01/22 - 02/22	+ \$1.46
Wastewater - 1410.0 gallons Read 01/22 115890.0 - 02/22 117300.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons)	+ \$7.85
Water - 1410.0 gallons Read 01/22 115890.0 - 02/22 117300.0 # of Days = 31 (Rate is \$3.61 per 1,000 gallons)	+ \$5.09

#### Sunday, March 31, 2024

Debit Card On-Line Payment ; Web - Resident Services	- \$132.00
Debit Card On-Line Payment ; Web - Resident Services	- \$300.00
Debit Card On-Line Payment ; Web - Resident Services	- \$330.00
Credit Card On-Line Payment ; Web - Resident Services	- \$1,500.00

« < 1 2 3 4 5 6 > »

Have questions?

Please review our FAQ pages for:

- [② Debit Cards >](#)
- [② Credit Cards >](#)
- [② Bank Accounts >](#)



Home > Payments

## Recent Activity

### Important Information

Online payments are reflected as pending until they are fully processed.

Show Less

### Thursday, March 21, 2024

Debit Card On-Line Payment ; Mobile Web - Resident Services - \$16.55

### Sunday, March 3, 2024

Credit Card On-Line Payment ; Web - Resident Services - \$1,298.59

### Friday, March 1, 2024

Pest Control Fee (03/2024) + \$3.00

Valet Trash (03/2024) + \$20.00

Storage Room (03/2024) + \$25.00

Base Rent (03/2024) + \$2,214.00

Service Fee 12/22 - 01/22 + \$1.70

Wastewater Base Charge 12/22 - 01/22 + \$0.78

Water Base Charge 12/22 - 01/22 + \$1.46

Wastewater - 1810.0 gallons Read 12/22 114080.0 - 01/22  
115890.0 # of Days = 31 (Rate is \$5.57 per 1,000 gallons) + \$10.08

Water - 1810.0 gallons Read 12/22 114080.0 - 01/22 115890.0 #  
of Days = 31 (Rate is \$3.61 per 1,000 gallons) + \$6.53

### Thursday, February 1, 2024

Pest Control Fee (02/2024) + \$3.00

Valet Trash (02/2024) + \$20.00

Storage Room (02/2024) + \$25.00

Base Rent (02/2024) + \$2,214.00

Service Fee 11/22 - 12/22 + \$1.29

Wastewater Base Charge 11/22 - 12/22 + \$0.49

Water Base Charge 11/22 - 12/22 + \$1.12

Wastewater - 1410.0 gallons Read 11/22 112670.0 - 12/22  
114080.0 # of Days = 30 (Rate is \$5.43 per 1,000 gallons) + \$7.66

Water - 1410.0 gallons Read 11/22 112670.0 - 12/22 114080.0 #  
of Days = 30 (Rate is \$3.60 per 1,000 gallons) + \$5.08

**Wednesday, January 24, 2024**

Trash Violation	+ \$25.00
Waived	- \$110.70

**Wednesday, January 17, 2024**

2nd ESA approval	- \$15.00
2nd ESA approval	- \$200.00
2nd ESA approval	- \$300.00

**Friday, January 12, 2024**

Correcting Wrong Post Month	+ \$37.50
-----------------------------	-----------

**Thursday, January 11, 2024**

Pet Rent ESA Approval 01/2024	- \$15.00
One time waiver	- \$221.40
1 ESA approval	- \$37.50
1 ESA approval	- \$200.00
1 ESA approval	- \$200.00

**Wednesday, January 10, 2024**

Credit Card On-Line Payment ; Web - Resident Services	- \$3,321.00
-------------------------------------------------------	--------------

**Saturday, January 6, 2024**

Late Fee, 10% of \$1107.00	+ \$110.70
----------------------------	------------

« < 1 2 3 4 5 6 > »

Have questions?

Please review our FAQ pages for:

- [!\[\]\(10202023f99b4ea354d620e62f535e51\_img.jpg\) Debit Cards !\[\]\(c7e99215cebe75b72bea2165419b4820\_img.jpg\)](#)
- [!\[\]\(7eefbb9a6200ebd554d160a7b74a02bf\_img.jpg\) Credit Cards !\[\]\(ea9a26ed871612787b15a631c5516a66\_img.jpg\)](#)
- [!\[\]\(2545ee2c85b1f544bce2dd0806da1277\_img.jpg\) Bank Accounts !\[\]\(ceee0c83145f68ba091c7d7992789b69\_img.jpg\)](#)





Home > Payments

## Recent Activity

### Important Information

Online payments are reflected as pending until they are fully processed.

Show Less

### Monday, January 1, 2024

Pt. 2 of Upfront Concession 6 weeks free	- \$1,107.00
Pest Control Fee (01/2024)	+ \$3.00
Valet Trash (01/2024)	+ \$20.00
Storage Room (01/2024)	+ \$25.00
Pet Rent (01/2024)	+ \$15.00
Pet Rent (01/2024)	+ \$15.00
Base Rent (01/2024)	+ \$2,214.00
Service Fee 10/22 - 11/22	+ \$1.92
Wastewater Base Charge 10/22 - 11/22	+ \$0.49
Water Base Charge 10/22 - 11/22	+ \$1.12
Wastewater - 2190.0 gallons Read 10/22 110480.0 - 11/22 112670.0 # of Days = 31 (Rate is \$5.43 per 1,000 gallons)	+ \$11.89
Water - 2190.0 gallons Read 10/22 110480.0 - 11/22 112670.0 # of Days = 31 (Rate is \$3.60 per 1,000 gallons)	+ \$7.88

### Wednesday, December 6, 2023

Credit Card On-Line Payment ; Web - Resident Services	- \$3,476.76
Late Fee, 10% of \$2214.00	+ \$221.40

### Friday, December 1, 2023

Pet Rent ESA Approval 12/2023	- \$15.00
Pest Control Fee (12/2023)	+ \$3.00
Valet Trash (12/2023)	+ \$20.00
Storage Room (12/2023)	+ \$25.00
Pet Rent (12/2023)	+ \$15.00
Pet Rent (12/2023)	+ \$15.00
Base Rent (12/2023)	+ \$2,214.00
Service Fee 10/21 - 10/22	+ \$0.03



Wastewater Base Charge 10/21 - 10/22	+ \$0.02
Water Base Charge 10/21 - 10/22	+ \$0.04
Wastewater - 30.0 gallons Read 10/21 110450.0 - 10/22 110480.0 # of Days = 1 (Rate is \$5.43 per 1,000 gallons)	+ \$0.16
Water - 30.0 gallons Read 10/21 110450.0 - 10/22 110480.0 # of Days = 1 (Rate is \$3.60 per 1,000 gallons)	+ \$0.11

### Thursday, November 16, 2023

Pet Rent \$15.00 @ 15 days	+ \$7.50
Pet Rent \$15.00 @ 15 days	+ \$7.50
Pet #2	+ \$200.00
Pet #2	+ \$200.00
Pet #1	+ \$300.00
Pet #1	+ \$200.00

### Thursday, November 2, 2023

11/23 Storage	+ \$25.00
---------------	-----------

### Wednesday, November 1, 2023

Pet Rent ESA Approval 11/2023	- \$7.50
Pest Control Fee (11/2023)	+ \$3.00
Valet Trash (11/2023)	+ \$20.00
Concession-Upfront-Base Rent (11/2023)	- \$2,214.00
Base Rent (11/2023)	+ \$2,214.00

### Saturday, October 21, 2023

Debit Card On-Line Payment ; Mobile Web - Resident Services	- \$793.77
Valet Trash for \$20.00 @ 11 days	+ \$7.10
Pest Control Fee for \$3.00 @ 11 days	+ \$1.06
Rent for \$2214.00 @ 11 days	+ \$785.61

### Thursday, October 19, 2023

Pet 2 deposit (ESA)	- \$200.00
Pet 1 deposit (ESA)	- \$200.00
Pet 2 Non-refundable pet fee (ESA)	- \$200.00
Pet 1 Non-refundable pet fee (ESA)	- \$300.00

### Tuesday, October 17, 2023

Debit Card On-Line Payment ; Web - Online Leasing	- \$350.00
Debit Card On-Line Payment ; Web - Online Leasing	- \$2,214.00
Pet 2 Deposit	+ \$200.00

Pet 2 Non-refundable fee	+ \$200.00
Pet 1 Deposit	+ \$200.00
Pet 1 Non-refundable pet fee	+ \$300.00
Administrative Fee	+ \$150.00
Security Deposit	+ \$200.00

**Monday, October 16, 2023**

Conditional Approval (prepaid rent deposit)	+ \$2,214.00
---------------------------------------------	--------------

« < 2 3 4 5 6 > »

Have questions?

Please review our FAQ pages for:

[② Debit Cards](#)



[② Credit Cards](#)



[② Bank Accounts](#)



The Bowery at Southside | 220 E Broadway Ave Fort Worth, TX 76104 | [\(833\) 887-1948](#)



Equal Housing Opportunity. © 2025 Weinstein Properties | Website Design by RentCafe (© 2025 Yardi Systems, Inc. All Rights Reserved.)



| [Accessibility Statement](#)



Home > Payments

## Recent Activity

### Important Information

Online payments are reflected as pending until they are fully processed.

Show Less

**Friday, October 13, 2023**

Debit Card On-Line Payment ; Web - Online Leasing

- \$60.00

Application Fee (Kathryn Copeland)

+ \$60.00

<< < 3 4 5 **6** > >>

Have questions?

Please review our FAQ pages for:

Debit Cards

Credit Cards

Bank Accounts

The Bowery at Southside | 220 E Broadway Ave Fort Worth, TX 76104 | [\(833\) 887-1948](tel:(833)887-1948)



Equal Housing Opportunity. © 2025 Weinstein Properties | Website Design by RentCafe (© 2025 Yardi Systems, Inc. All Rights Reserved.)

| [Accessibility Statement](#)



Witness Statement 6/10/25  
from David Quiram who  
saw mold on 6/8/25



MARRIOTT

On June 8, 2025, I visited  
Katie Copeland's apartment  
which had noticeable smell of  
mold when I walked in. Later  
I saw mold visibly growing  
by the <sup>entry</sup> door. The mold appeared  
to have been there for some  
time as it spread for several  
feet along the corner. - David Quinlan

6/10/25

Part of  
MARRIOTT BONVOY<sup>®</sup>  
David Quinlan

# **Photos from**



GENERAL<sup>®</sup>

18.5 %  
HOLD  
BLDG

LOW MID HIGH

MODE HOLD



POWER



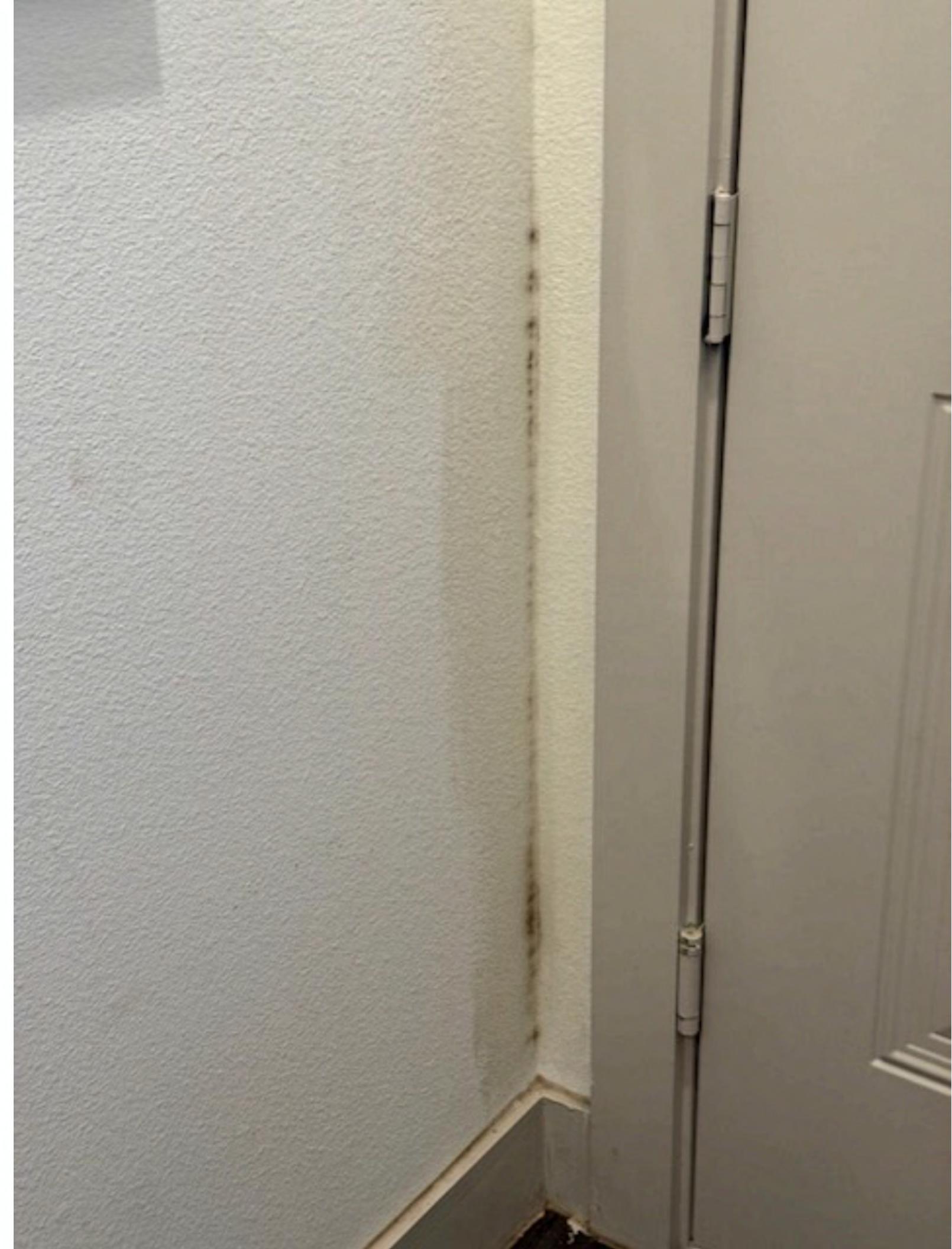
MODE



HOLD

MM04E

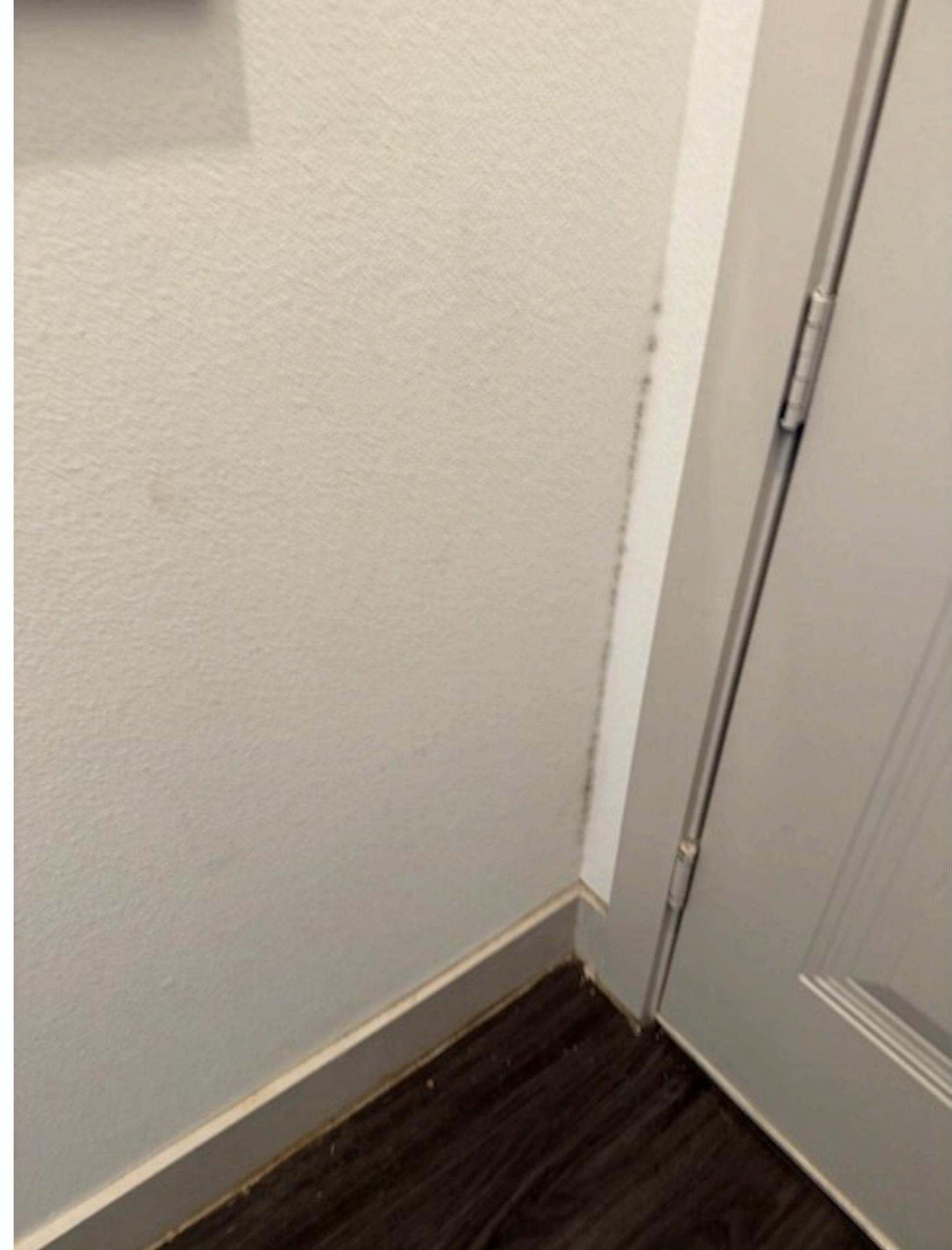




# **Photos from 3/5/25**







# **Lease and Renewal**

**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

Signature of Owner or Owner's Representative

Kathryn Copeland

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: 405 Crawford St Apt# 2145

Apartment No. 2145 City: Fort Worth State: TX Zip: 76104

B. Initial Lease Term. Begins: 10/21/2023 Ends at 11:59 p.m. on: 12/22/2024

C. Monthly Base Rent (Par. 3)  
\$ 2214.00

E. Security Deposit (Par. 5)  
\$ 200.00

F. 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

D. Prorated Rent  
\$ 804.42

due 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.

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

#### G. Late Fees (Par. 3.3)

##### Initial Late Fee

10 % of one month's monthly base rent or

\$ \_\_\_\_\_

Due if rent unpaid by 11:59 p.m. on the 5th (3rd or greater) day of the month

##### Daily Late Fee

\_\_\_\_\_ % of one month's monthly base rent for \_\_\_\_\_ days or

\$ \_\_\_\_\_ for \_\_\_\_\_ days

#### H. Returned Check or Rejected Payment Fee (Par. 3.4)

\$ 75.00

#### J. Optional Early Termination Fee (Par. 7.2)

\$ \_\_\_\_\_  
Notice of \_\_\_\_\_ days is required.

#### K. Animal Violation Charge (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)

#### I. Reletting Charge (Par. 7.1)

A reletting charge of \$ 1926.95 (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	\$ _____	Trash service	\$ <u>20.00</u>
Internet	\$ _____	Package service	\$ _____	Pest control	\$ <u>3.00</u>
Storage	\$ _____	Stormwater/drainage	\$ _____	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)

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 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 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 § 92.0563.
- 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 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 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 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 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 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 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, 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 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**

(Name of Resident)

10/18/2023

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.

---

---

---

---

---

---

*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, defleating, 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)**

<i>Kathryn Copeland</i> (Name of Resident)	10/18/2023 Date signed
_____	Date signed
_____	Date signed
_____	Date signed
_____	Date signed
_____	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)

Kathryn Copeland

**Owner or Owner's Representative**  
(Signs below)

**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 WMC Dallas, X LLC dba The Bowery at Southside

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).

*Kathy Capellano*  
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

Texas OR Apartments in Fort Worth,  
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](http://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)  
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](http://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](http://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](http://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 agrees to be bound to the terms of this Addendum.

**Resident or Residents**  
*(All residents must sign)*

*Kathy Bodine*

**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 WMC 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.

  
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 WMC Dallas, X LLC dba The Bowery at Southside

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

*Kathy 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 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:

- (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 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 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, reconnect, late payment, or other similar fees.

(b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.

(c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.

(d) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:

(1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;

(2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;

(3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:

(A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or

(B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, §1437f); and

(4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.

(e) Calculations for allocated utility service.

(1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:

(A) dwelling unit base charges or customer service charge, if applicable; and

(B) common area usage such as installed landscape irrigation systems, pools, and laundry rooms, if any, as follows:

(i) if all common areas are separately metered or submetered, deduct the actual common area usage;

(ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;

(iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or

(iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or

submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.

(2) To calculate a tenant's bill:

(A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or

(ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:

(I) dwelling unit with one occupant = 1;

(II) dwelling unit with two occupants = 1.6;

(III) dwelling unit with three occupants = 2.2; or

(IV) dwelling unit with more than three occupants =  $2.2 + 0.4$  per each additional occupant over three; or

(iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:

(I) dwelling unit with an efficiency = 1;

(II) dwelling unit with one bedroom = 1.6;

(III) dwelling unit with two bedrooms = 2.8;

(IV) dwelling unit with three bedrooms =  $4 + 1.2$  for each additional bedroom; or

(iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or

(v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;

(B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;

(C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the area of the individual rental space divided by the total area of all rental spaces; and

(D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the square footage of the rental space divided by the total square footage of all rental spaces.

(3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. 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 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

*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)**

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

TAA Official Statewide Form 15-FF, Revised January 2015

Copyright 2015, Texas Apartment Association, Inc.





## 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.*



cause of webs like that often go misdiagnosed. One distincting sign is that bed-bug marks often appear in successive rows 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.

- **Do** inspect rental furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Don't** bring used furniture from unknown sources and keep bugs from bed bugs before heading home.
- **Do** address bed-bug sightings immediately. Rent-al-housing residents who suspect the presence of bed bugs in their unit must notify their landlord immediately.
- **Don't** try to treat bed-bug infestations yourself. Heat hazards associated with the misapplication of traditional and nontraditional chemicals based on insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.
- **Don't** try to treat bed-bug infestations yourself. Heat hazards associated with the misapplication of traditional and nontraditional chemicals based on insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.

be hauling off to the landfill because it's tempting to couch, for example, is sitting on a cushion waiting to sume that a seminigly nice looking leather hand furniture is bed-bug-free, you should assess you are absolutely sure that a piece of second-hand furniture and abandoned furniture. Unless虫ions have stemmed directly from home es into your dwelling. Countless bed-bug infestations have stemmed directly from unknown sources with bed bugs.

## Know the bed-bug dos and don'ts.

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

### When traveling.

## Prevent bed-bug encounters

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

cause of webs like that often go misdiagnosed. One distincting sign is that bed-bug marks often appear in successive rows 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.

(Adapted with permission from the National Apartment Association)

## Bed Bugs

## A Guide for Rental-Housing Residents

- **Bed bugs can often be found in, around, behind, under, or between:** Bed bugs can often be found in, around, behind, under, or between:
- **Walls and ceiling:** Wood furniture, especially along areas where drawers and along seams and wall junctions.
- **Ceilings and door frames:** Upholstered furniture, especially under cushions.
- **Mattress seams:** Mattress seams.
- **Bed frames:** Bed frames.
- **Bedding:** Bedding.
- **Window and door frames:** Window and door frames.
- **Crown moldings:** Crown moldings.
- **Carpeting and walls:** Carpeting and walls.
- **The wall and track strip:** The wall and track strip.
- **Cracks and crevices in walls and floors:** Cracks and crevices in walls and floors.
- **Electrostatic devices, such as smoke and carbon-monoxide detectors:** Electrostatic devices, such as smoke and carbon-monoxide detectors.

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 rejected claims associating bed bugs with disease-causing pests. Again, claims associating bed bugs with disease are false.

While bed bugs know no social or economic bounds, claims certainly not discouraged by cleanlines, bottom line: bed bugs are more attracted to clutter, they're causes the bed bugs to spread. To the contrary are false. While bed bugs know no social or economic bounds, claims caused rental-housing residents, out of shame, to avoid notifying owners of their presence. This only increases the bed bugs to spread. In some of the nations most expensive neighborhoods in some of the nations most and apartment buildings in some of the nations most bugs have been found in some of the fanciest hotels total travel and trade. It's no surprise then that bed bugs, increased presence across the United States in recent decades is due largely to a surge in internal migration. Despite the fact that bed bugs cause the bed bugs to spread.

Bed bugs are wingless, flat, broadly oval-shaped insects, with a typical lifespan of 6 to 12 months. Capsule feeding the size of an apple seed until 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.

## **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



**CITY OF FORT WORTH TENANT AND LANDLORD INSPECTION FORM**

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

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

DATE **10/17/2023**

TENANTS **Kathryn M Copeland**

Print - Tenant's Name Performing the Inspection \_\_\_\_\_

**The Bowery at Southside**  
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?

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** (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 \_\_\_\_\_

**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

Signature of Owner or Owner's Representative

Kathryn M Copeland

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: 405 Crawford St Apt# 2145

Apartment No. 2145 City: Fort Worth State: TX Zip: 76104

B. Initial Lease Term. Begins: 05/26/2025 Ends at 11:59 p.m. on: 08/24/2025

C. Monthly Base Rent (Par. 3)  
\$ 2442.00

E. Security Deposit (Par. 5)  
\$ 200.00

F. 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

D. Prorated Rent

\$ 479.79

due 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.

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

#### G. Late Fees (Par. 3.3)

Initial Late Fee

10 % of one month's monthly base rent or

\$ \_\_\_\_\_

Due if rent unpaid by 11:59 p.m. on the 5th (3rd or greater) day of the month

Daily Late Fee

\_\_\_\_\_ % of one month's monthly base rent for \_\_\_\_\_ days or

\$ \_\_\_\_\_ for \_\_\_\_\_ days

H. 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 situations

You are not eligible for early termination if you are in default.

Fee 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 \$ 5.00 Stormwater/drainage \$ 1.93

Trash service \$ 30.00 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 addendum 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:

- 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;

(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 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 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 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 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-

locks, 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—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) 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

(Name of Resident)

04/29/2025

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, defleating, 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.

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

**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 deodorizing, 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.**

*Kathryn M Copeland*      **Resident or Residents (all sign below)**

04/29/2025

(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]*

Kathryn M Copeland

**Owner or Owner's Representative**

*[signs here]*

\_\_\_\_\_  
**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

Texas OR Apartments in Fort Worth,  
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](http://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](http://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](http://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](http://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)

**Owner or Owner's Representative**  
(Signs below)

Kathryn M Copeland

**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  
WMC 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) \_\_\_\_\_, 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 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, reconnect, late payment, or other similar fees.
- (b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- (c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.
- (d) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:
  - (1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
  - (2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
  - (3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:
    - (A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or
    - (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, §1437f); and
  - (4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.
- (e) Calculations for allocated utility service.
  - (1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:
    - (A) dwelling unit base charges or customer service charge, if applicable; and
    - (B) common area usage such as installed landscape irrigation systems, pools, and laundry rooms, if any, as follows:
      - (i) if all common areas are separately metered or submetered, deduct the actual common area usage;
      - (ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
      - (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
      - (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or

submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.

(2) To calculate a tenant's bill:

(A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or

(ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:

(I) dwelling unit with one occupant = 1;

(II) dwelling unit with two occupants = 1.6;

(III) dwelling unit with three occupants = 2.2; or

(IV) dwelling unit with more than three occupants =  $2.2 + 0.4$  per each additional occupant over three; or

(iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:

(I) dwelling unit with an efficiency = 1;

(II) dwelling unit with one bedroom = 1.6;

(III) dwelling unit with two bedrooms = 2.8;

(IV) dwelling unit with three bedrooms =  $4 + 1.2$  for each additional bedroom; or

(iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or

(v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;

(B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;

(C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the area of the individual rental space divided by the total area of all rental spaces; and

(D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the square footage of the rental space divided by the total square footage of all rental spaces.

(3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. 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 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 \$ 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.

THIS PAGE INTENTIONALLY LEFT BLANK

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 76104

APARTMENT ADDRESS 405 Crawford St Apt# 2145 #2145, Fort Worth, TX 76104

DATE 04/29/2025

TENANTS Kathryn M Copeland

Print - Tenant's Name Performing the Inspection \_\_\_\_\_

The Bowery at Southside

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?

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?

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** (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 \_\_\_\_\_

# 800 residents wait to get in Cooper Apartments after 6-alarm Fort Worth fire

 star-telegram.com/news/local/fort-worth/article309295915.html

Fousia Abdullahi

June 24, 2025

## Fort Worth

The day after a record-setting six-alarm fire, more than 800 residents of The Cooper Apartments in Fort Worth waited anxiously Tuesday to find out when they could get back into their homes to assess damage and collect their belongings.

Bridgette Turner, who moved into her unit at The Cooper about three months ago, said she had just started to settle in and had finished decorating her apartment the way she wanted before the fire.

## TOP VIDEOS



"I work in Dallas, so I wasn't here, and by the time I got back here, it was crazy, and I stayed for a little bit hoping that they would get it under control, and we would be able to go back in and get things, but I'm still waiting to get back into my apartment," Turner said on Tuesday.

Fort Worth Fire Department spokesperson Craig Trojacek said firefighters were working with structural engineers to determine which areas of the complex on West Rosedale Street are safe to enter. The historic fire was determined to be accidental, while the exact cause is under investigation, he said. It may have started in the HVAC system.

The Fire Department said in a news release that the apartments house 834 residents, who were all displaced. Some were able to quickly grab things while evacuating before the fire spread, but many were left still waiting to hear when they can get anything that's salvageable from inside their units.

In an email Tuesday evening, apartment managers released a schedule of when residents can enter their apartments for 15 minutes to grab essentials. Residents on the fifth floor of Building 2 were allowed inside from 6-7 p.m. Tuesday, according to the email, and all residents were allowed to retrieve their cars. On Wednesday, other Building 2 residents will be allowed in on the following schedule: Floor 4 from 9-10 a.m., Floor 3 from 10-11 a.m., Floor 2 from 11 a.m.-12 p.m., and Floor 1 from 12-1 p.m. Residents of Building 1 should expect an update Wednesday morning on which units will be safe to access for them to grab items in the afternoon, according to the email.

Tiony Cooper, a resident of the complex, was at work like many of the tenants at the time the blaze started Monday afternoon. She was notified through a communication from the management office.



Tina Cooper, left, is photographed with her daughter Tiony Cooper, who is a resident at The Cooper Apartments, on Tuesday, June 24, 2025, following a six-alarm fire the previous day at the apartment complex in Near Southside Fort Worth. Chris Torres [ctorres@star-telegram.com](mailto:ctorres@star-telegram.com)

"What's kind of the saddest part about this, about it all, is the community aspect of this apartment complex, because they do events for us," Cooper said. "They do the Wednesday food trucks. They do a lot of stuff that brings people together. So you see a lot of your neighbors all the time."

A lot of Cooper's co-workers were at a TCU Burnett School of Medicine building nearby and could see the fire, she said. They called friends to check if they were able to get out of their apartments, or if at work, whether they knew about the fire.

Her mother, Tina Cooper, said Tiony called her while she was at work and she knew immediately that something was wrong.

Her first concern was where Tiony was and later she was sad because she knew how much her daughter loves her apartment and her neighbors.

## **Some residents say they weren't told about fire**

---

Astrid and Luke Walsh have lived at the apartment complex for four years and moved from one section of the building to another just this year.

"We were just about to renew our lease — we just got the email to renew our lease two days ago. And then this happens," Astrid said. "We just got a random email an hour or two after the fire started. So I only found out because I have a coworker, and she called me saying, your apartment is on fire. Otherwise, I didn't know. I didn't get any email at all."



The Cooper Apartments residents Astrid and Luke Walsh are photographed outside their apartment building on Tuesday, June 24, 2025, following a six-alarm fire Monday in Near Southside Fort Worth. The Walshes have lived in The Cooper for four years and plan to move elsewhere once everything is resolved.

Chris Torres [ctorres@star-telegram.com](mailto:ctorres@star-telegram.com)

Astrid said she rushed over Monday and was able to get inside and grab her cats.

Management employees of The Cooper who were on site Tuesday declined to comment about the fire, and in an email, a company spokesperson said they had no comment.

This wasn't the first fire at The Cooper, according to residents. They said that smaller fires happened at the apartments in October and June in 2024. The six-story apartment complex opened in 2020.

 **More top stories from our newsroom:**

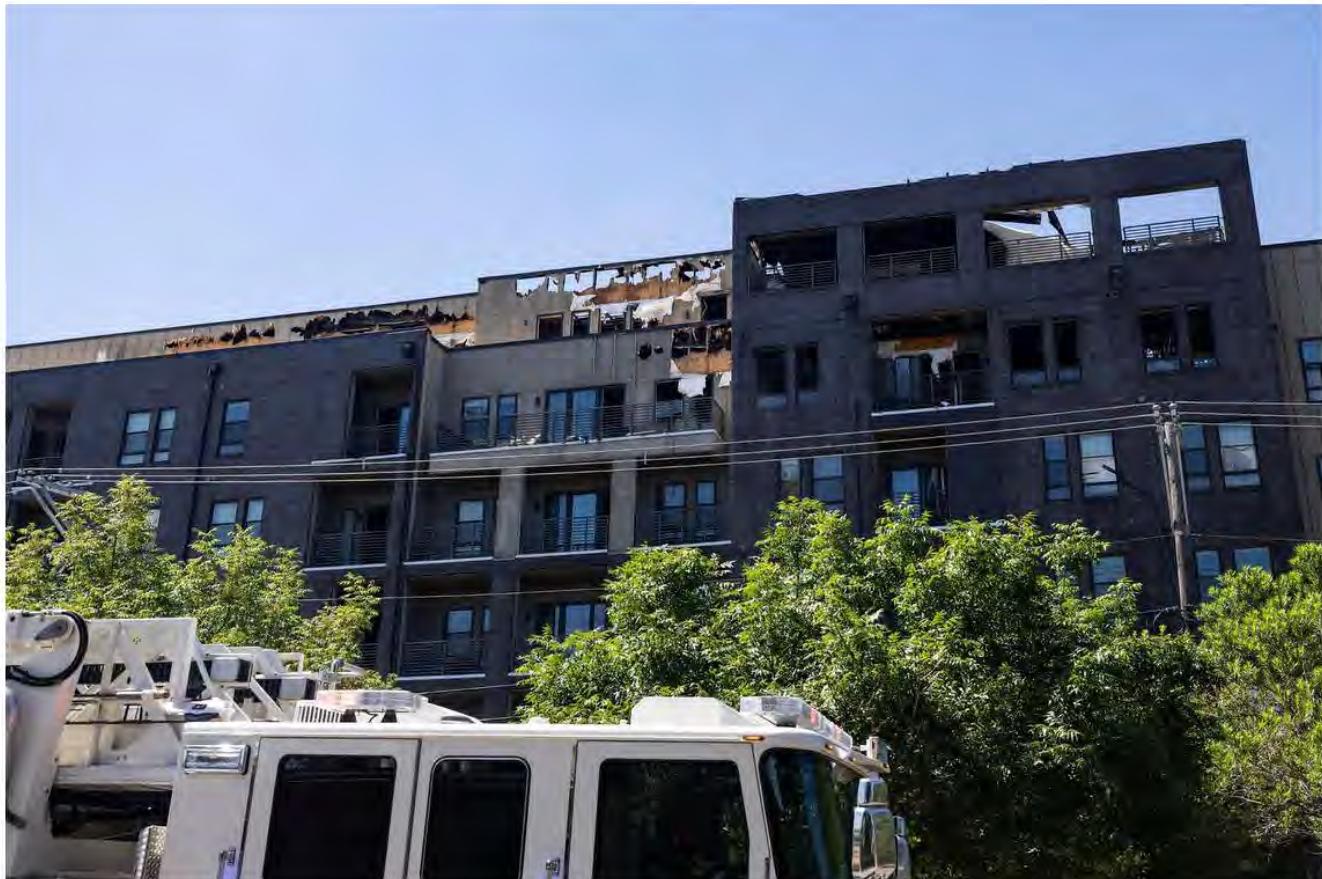
- [Donate to help residents after Fort Worth apartment fire](#)
- [North Texas reverends sue to stop Ten Commandments displays in classrooms](#)
- [Killer held gun to back of 16-year-old's head: warrant](#)

[Get our **breaking news alerts**.]

The Walshes went to Target on Monday night and recognized people who were in the store who live in their complex.

“We’re all kind of going through a similar thing, walking around the building and asking people what floor they’re on and what they were able to get out, and hearing stories,” Astrid said. “It’s a weird comfort and tragedy.”

Luke Walsh said that he is grateful that he and Astrid and their pets are safe. Everything else can be replaced, he said.



The fire-damaged portion of The Cooper Apartments in Near Southside Fort Worth on Tuesday, June 24,  
2025 Chris Torres ctories@star-telegram.com

**Many Cooper residents work in medicine, attend TCU**

The apartments are close to the city's Near Southside medical district, and Tiony Cooper said that many of her neighbors are medical professionals — nurses, doctors or students in the field. Some of them were working at the time saving people's lives and couldn't get to their apartment to get their pets or any possessions, she said.

The Fort Worth Fire Department said that pet owners could look at the Chuck Silcox Animal Care & Control Center at 4900 Martin St., where animals were taken after being rescued.

Residents noted that one of the maintenance workers, named Carlos, went back several times trying to get animals out of the building with just a rag covering his mouth and nose. They were thankful that some of the animals could be saved.

According to TCU, more than 40 students at the university's medical school live at The Cooper, which is across Rosedale Street from the Burnett School's Arnold Hall. TCU is raising money through an emergency fund to help those students.

"Our affected students need immediate support as they face the challenges of temporary relocation, and replenishment of household items, clothing, and more," TCU officials wrote on a fundraising website. "Your gift to the Student Emergency Fund will move through an established process of oversight and equitable distribution to those in need."

Dr. Kelvin Zhou, a resident physician at John Peter Smith Hospital, had only lived at The Cooper for two months before the fire. He moved here from Houston to work at JPS for a year.

Zhou said that it was a chaotic experience. He found out about the fire while he was in orientation at the hospital through an email. At the time, he said, he thought it was a small fire that would be controlled quickly. Later on, he found the extent of the damage.

He was able to find a hotel through a list compiled by the apartment management of places offering discounted rates for fire victims.

"It's a very surreal experience, and it definitely puts things into perspective," Zhou said. "You know, at the end of the day, I'm really thankful that at least a lot of the residents are safe."

## **Red Cross offers shelter**

---

A shelter has been set up by the Red Cross for residents who need somewhere to stay. It's at the Charles H. Haws Athletic Center, 600 Congress St., and remained open Tuesday night with dinner provided. Pets are welcome at the shelter.

The shelter will function as a service center during the day through the rest of this week, the Red Cross said. Residents can connect to assistance, services and other information from the American Red Cross of Greater North Texas by visiting the shelter or calling 1-800-RED-CROSS. (1-800-733-2767)

Updated information also can be found on the [Red Cross website](#), which also includes details on how to volunteer or make donations.

St. Andrew Catholic Church also is [accepting donations](#) to help the residents. The church said donations can be dropped off from 9 a.m. to 6 p.m. through Friday, June 27, at Luxia River East, 336 Oakhurst Scenic Drive in Fort Worth.

The most-needed items include toiletries, clothing (all sizes), blankets, school supplies, food and drinks, medical supplies, and phone chargers. Cash donations also will be accepted on site, the church said in a Facebook post.



Displaced residents wait in the shade for clearance to access their apartment units on Tuesday, June 24, 2025, following a six-alarm fire at the Cooper Apartments in Near Southside Fort Worth the previous day.

Chris Torres [ctorres@star-telegram.com](mailto:ctorres@star-telegram.com)

Only one resident was hospitalized after being rescued by firefighters, according to the Fire Department. A few others were treated by medics at the scene.

Firefighters remained at the scene Tuesday afternoon. Trojacek, the department spokesperson, said structural engineers were doing a walk-through to determine which units are OK for residents to return to and which ones are unsafe. They hoped to have a better idea later on Tuesday.

“(Resident) safety is first and foremost,” Trojacek said.

*Staff writers Harriet Ramos and Lillie Davidson contributed to this report.*