

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

Thurman Robinson

Date

Federally Required Lead Hazard Information and Disclosure Addendum

IMPORTANT NOTICE TO RESIDENTS: The following information is taken from a brochure entitled "Protect Your Family from Lead in Your Home" prepared by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission and the U.S. Department of Housing and Urban Development. **While the information must be distributed to residents before they become obligated under the lease for most types of housing built before 1978, it does not mean that the dwelling contains lead-based paint (LBP).** The brochure was written in general terms and applies to both home purchasers and renters. The information outlines action that can be taken to test for, remove or abate LBP in a dwelling. The TAA Lease Contract ("Lease") specifically prohibits a resident from performing this type of work—only the dwelling owner may do so under the Lease. If you have any questions about the presence of LBP in your dwelling, please contact the owner or management company before taking any action to test, abate or remove LBP. **NOTE:** Page references in the content of this form are to pages in the EPA brochure.



Protect Your Family From Lead in Your Home

 United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

March 2021

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

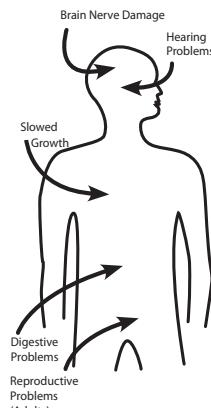
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

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Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

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Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call 1-800-424-LEAD (5323).

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at cspc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of funds available for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards, activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cspc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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Texas Department of State Health Services—512/458-7111
 EPA Region 6 Office (includes Texas)—214/665-2704

HUD Healthy Homes and Lead Hazard Control—202/755-1785
 CPSC—800/638-2772
 National Lead Information Center—800/424-5323

FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (owners) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention. (This addendum is a "pamphlet" within the meaning of federal regulations. The term "in the housing" below means either inside or outside the housing unit.)

LEAD-FREE HOUSING If the housing unit has been certified as "lead free" according to 24 CFR Section 35.82, the lead-based paint and lead-based paint hazard regulations do not apply, and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement, to the lessee (resident).

LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (check only one box)

- Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
 Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Records and reports available to lessor (check only one box)

- Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (list documents).

Agent's Statement. If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d); and (2) agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR Sections 35.88 and 35.92 and 40 CFR Sections 745.107 and 745.113. Agent's obligations include those in 24 CFR Section 35.94 and 40 CFR Section 745.115.

Accuracy Certifications and Resident's Acknowledgment. Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be: (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be: (1) the agent himself or herself; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the agent. The lessees (residents) signing below acknowledge that they have received a copy of this TAA lease addendum before becoming obligated under the lease and have been informed that it contains the disclosure form and pamphlet information required by federal law regarding lead poisoning prevention.

Circle Park Operating Newco LLC, 15455 Point NW Blvd #W1410

Apartment name & unit number OR street address of dwelling

Houston, TX 77095

City/State/Zip
Thurman Robinson

09/11/2025

Lessee (Resident)

Date signed

Lessee (Resident)

Date signed

Lessee (Resident)

Date signed

Circle Park Operating Newco LLC

Printed name of LESSOR (owner) of the dwelling

Signature of person signing on behalf of above LESSOR

Date signed

Lessee (Resident)

Date signed

Lessee (Resident)

Date signed

Lessee (Resident)

Date signed

Circle at Point Park

Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling

Signature of person signing on behalf of above AGENT, if any Date signed

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



COMMUNITY FEE GUIDE

Circle at Point Park

To make things simple and clear, we've put together a list of potential fees you might encounter as a resident.

To see the current list please go to:

<https://communityfeeguide.info/21244>

We actively review and may update this list. However, your lease reflects the fees and charges during your lease term.





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 Thurman Robinson

Owner Circle Park Operating Newco LLC

LEASE DETAILS

A. Apartment (Par. 2)

Street Address: 15455 Point NW Blvd

Apartment No. W1410 City: Houston State: TX Zip: 77095

B. Initial Lease Term. Begins: 09/11/2025 Ends at 11:59 p.m. on: 12/10/2026

C. Monthly Base Rent (Par. 3)
\$ 685.00

E. Security Deposit (Par. 5)
\$ 0.00

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
\$ 456.67

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

9.99 % of one month's monthly base rent or
 \$ 68.43

Daily Late Fee

0 % of one month's monthly base rent for 0 days or
 \$ 0.00 for 0 days

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

H. Returned Check or Rejected Payment Fee (Par. 3.4)
\$ 75.00

J. Early Termination Fee Option (Par. 7.2)

\$ 1370.00
Notice of 60 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)
\$ 10.75

I. Reletting Charge (Par. 7.1)
A reletting charge of \$ 700.15 (*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 14 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 \$ 0.00 Cable/satellite \$ _____ Internet \$ _____

Package service \$ _____ Pest control \$ 5.00 Stormwater/drainage \$ _____

Trash service \$ 10.00 Washer/Dryer \$ _____

Other: HOA \$ 3.71

Other: Cable Package \$ 75.00

Other: Community Amenity Fee \$ 25.00

Other: Valet Waste \$ 20.00

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

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

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

Initial Access Device: \$ _____

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

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

LEASE TERMS AND CONDITIONS

- 1. Definitions.** The following terms are commonly used in this Lease:
 - 1.1. "Residents"** are those listed in "Residents" above who sign this Lease and are authorized to live in the apartment.
 - 1.2. "Occupants"** are those listed in this Lease who are also authorized to live in the apartment, but who do not sign this Lease.
 - 1.3. "Owner"** may be identified by an assumed name and is the owner only and not property managers or anyone else.
 - 1.4. "Including"** in this Lease means "including but not limited to."
 - 1.5. "Community Policies"** are the written apartment rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
 - 1.6. "Rent"** is monthly base rent plus additional monthly recurring fixed charges.
 - 1.7. "Lease"** includes this document, any addenda and attachments, Community Policies and Special Provisions.
- 2. Apartment.** You are leasing the apartment listed above for use as a private residence only.
 - 2.1. Access.** In accordance with this Lease, you'll receive access information or devices for your apartment and mailbox, and other access devices including: _____.
 - 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 3 days in one week without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days total per week will be the limit.

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

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

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

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

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

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

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

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

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

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

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

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

15. Requests, Repairs and Malfunctions.

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

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

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

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

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

EVICTION AND REMEDIES

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

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

23. Default by Resident.

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

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

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

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

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

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

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

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

END OF THE LEASE TERM

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

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

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

26. Move-Out Procedures.

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

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

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

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

Billed trash expenses may include, but is not limited to, actual trash invoices, internal trash-related expenses, junk/bulky item pick up, porter service, equipment rental/repair/maintenance, trash consulting/management costs, trash contamination prevention costs, trash-related cleaning costs (including trash chute cleaning/power washing), odor control, trash auditing costs, shared savings, organic waste sorting/disposal, green waste sorting/disposal and recycling charges.

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)

Thurman Robinson

(Name of Resident)

09/11/2025

Date signed

(Name of Resident)

Date signed

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



TEXAS APARTMENT ASSOCIATION

M E M B E R

Inventory and Condition FormResident's Name: Thurman Robinson

Personal#: _____ Work#: _____

Resident's Name: _____

Personal#: _____ Work#: _____

Apartment Community Name: Circle Park Operating Newco LLCApt.# **W1410**

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

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

 Move-In or **Move-Out Condition** (Check one)
Living Room

Walls _____

Walls _____

Wallpaper _____

Wallpaper _____

Plugs, switches, A/C vents _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Woodwork/baseboards _____

Ceiling _____

Ceiling _____

Light fixtures, bulbs _____

Light fixtures, bulbs _____

Floor/carpet _____

Floor/carpet _____

Doors, stops, locks _____

Doors, stops, locks _____

Windows, latches, screens _____

Windows, latches, screens _____

Window coverings _____

Window coverings _____

Closets, rods, shelves _____

Closets, rods, shelves _____

Closet lights, fixtures _____

Closet lights, fixtures _____

Lamps, bulbs _____

Lamps, bulbs _____

Water stains or mold on walls, ceilings or baseboards _____

Water stains or mold on walls, ceilings or baseboards _____

Other _____

Other _____

Kitchen

Walls _____

Walls _____

Wallpaper _____

Wallpaper _____

Plugs, switches, A/C vents _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Woodwork/baseboards _____

Ceiling _____

Ceiling _____

Light fixtures, bulbs _____

Light fixtures, bulbs _____

Floor/carpet _____

Floor/carpet _____

Doors, stops, locks _____

Doors, stops, locks _____

Windows, latches, screens _____

Windows, latches, screens _____

Window coverings _____

Window coverings _____

Cabinets, drawers, handles _____

Cabinets, drawers, handles _____

Countertops _____

Countertops _____

Stove/oven, trays, pans, shelves _____

Stove/oven, trays, pans, shelves _____

Vent hood _____

Vent hood _____

Refrigerator, trays, shelves _____

Refrigerator, trays, shelves _____

Refrigerator light, crisper _____

Refrigerator light, crisper _____

Dishwasher, dispensers, racks _____

Dishwasher, dispensers, racks _____

Sink/disposal _____

Sink/disposal _____

Microwave _____

Microwave _____

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

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

Other _____

Other _____

General Items

Thermostat _____

Thermostat _____

Cable TV or master antenna _____

Cable TV or master antenna _____

Cable wires _____

Cable wires _____

A/C filter _____

A/C filter _____

Washer/dryer _____

Washer/dryer _____

Garage door _____

Garage door _____

Ceiling fans _____

Ceiling fans _____

Exterior doors, screens/screen doors, doorbell _____

Exterior doors, screens/screen doors, doorbell _____

Fireplace _____

Fireplace _____

Other _____

Other _____

Dining Room

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Closets, rods, shelves _____

Closet lights, fixtures _____

Water stains or mold on walls, ceilings or baseboards _____

Other _____

Halls

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Floor/carpet _____

Doors, stops, locks _____

Closets, rods, shelves _____

Closet lights, fixtures _____

Water stains or mold on walls, ceilings or baseboards _____

Other _____

Exterior (if applicable)

Patio/yard _____

Fences/gates _____

Faucets _____

Balconies _____

Other _____

Bedroom (describe which one): _____

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Closets, rods, shelves _____

Closet lights, fixtures _____

Water stains or mold on walls, ceilings or baseboards _____

Other _____

Bedroom (describe which one): _____

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Closets, rods, shelves _____

Closet lights, fixtures _____

Water stains or mold on walls, ceilings or baseboards _____

Other _____

Bath (describe which one): _____

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Exhaust fan/heater _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Sink, faucet, handles, stopper _____

Countertops _____

Mirror _____

Cabinets, drawers, handles _____

Toilet, paper holder _____

Bathtub, enclosure, stopper _____

Shower, doors, rods _____

Tile _____

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

Other _____

Half Bath

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Exhaust fan/heater _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Sink, faucet, handles, stopper _____

Countertops _____

Mirror _____

Cabinets, drawers, handles _____

Toilet, paper holder _____

Tile _____

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

Other _____

Bedroom (describe which one): _____

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Closets, rods, shelves _____

Closet lights, fixtures _____

Water stains or mold on walls, ceilings or baseboards _____

Other _____

Bath (describe which one): _____

Walls _____

Wallpaper _____

Plugs, switches, A/C vents _____

Woodwork/baseboards _____

Ceiling _____

Light fixtures, bulbs _____

Exhaust fan/heater _____

Floor/carpet _____

Doors, stops, locks _____

Windows, latches, screens _____

Window coverings _____

Sink, faucet, handles, stopper _____

Countertops _____

Mirror _____

Cabinets, drawers, handles _____

Toilet, paper holder _____

Bathtub, enclosure, stopper _____

Shower, doors, rods _____

Tile _____

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

Other _____

Safety or Pest-Related Items (Put "none" if item does not exist)

Door knob locks _____

Keyed deadbolt locks _____

Keyless deadbolts _____

Keyless bolting devices _____

Sliding door latches _____

Sliding door security bars _____

Sliding door pin locks _____

Doorviewers _____

Window latches _____

Porch and patio lights _____

Smoke alarms (push button to test) _____

Other detectors _____

Alarm system _____

Fire extinguishers (look at charge level—BUT DON'T TEST!) _____

Garage door opener _____

Gate access card(s) _____

Other _____

Pest-related concerns _____

Date of Move-In: _____

or Date of Move-Out: _____

Acknowledgment. You agree you will complete and submit this form in accordance with this Lease and our Community Policies. You acknowledge you will inspect and test all the safety-related items (if in the dwelling), as well as smoke alarms and any other detector(s), and confirm that they are working, except as noted on your completed Inventory and Condition Form. All items will be assumed to be in good condition unless otherwise noted. You acknowledge you will receive written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge that you will inspect the dwelling and confirm no signs of bed bugs or other pests are present, or that you will report any bed bug or pest issues through a work order or other repair request.

In signing below, you acknowledge receipt of this form and accept the responsibility for completing it as part of the Lease Contract.
You agree that, either after completion or 48 hours after move-in without returning this form (whichever comes first), it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

Resident or Resident's Agent: _____

Date of Signing: _____

Owner or Owner's Representative: _____

Date of Signing: _____

FOR OFFICE USE ONLY.

Date completed form was received: _____ Received by: _____

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 # W1410

at Circle Park Operating Newco LLC

(name of apartments)

or other dwelling located at _____

(street address of house, duplex, etc.)

City/State/Zip where dwelling is located: _____

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.

- 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.

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

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

Thurman Robinson

09/11/2025

(Name of Resident)

Date signed

Date signed

(Name of Resident)

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. # W1410 at Circle Park
Operating Newco LLC

(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)

Owner or Owner's Representative (sign below)

<u>Thurman Robinson</u> (Name of Resident)	09/11/2025 Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed
(Name of Resident)	Date signed

Date signed

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

VIRUS WARNING AND WAIVER ADDENDUM

This **Virus Warning and Waiver Addendum** relates to the TAA Lease Contract, signed _____,
_____ for Apt. No. **W1410** in the **Circle Park Operating Newco LLC**

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

Due to the inherent risk of exposure to COVID-19 and/or other virus strains (collectively "Viruses") on the premises as defined in Section 92.001 of the Texas Property Code (the "Premises"), it is important that you diligently follow all posted instructions, written rules, and generally accepted health precautions concerning the spread of Viruses while on the Premises. Viruses may be extremely contagious and can lead to severe illness and death. You should always assume that anyone could have a Virus. There is no representation or warranty that: (1) the Premises are or will remain free of Viruses, (2) persons on the Premises are not carrying Viruses; or (3) exposure to Viruses cannot occur on the Premises.

While on the Premises:

1. **You must exercise due care for your safety at all times.**
2. **You agree to take full responsibility for and voluntarily assume all risks related to exposure to Viruses.**
3. **You agree to release, indemnify, discharge, and hold us and our representatives harmless to the fullest extent allowed by law for all present and future claims and liabilities relating to Viruses, including but not limited to any negligent act or omission by us, which might occur as a result of your being on the Premises.**

Date 09/11/2025 Resident *Thurman Robinson*
Date _____ Resident _____
Date _____ Owner's Representative _____

Circle Park Operating Newco LLC, 15455

Point NW Blvd #W1410

Apartment name and unit number or street address of leased
premises

COMMUNITY POLICIES ADDENDUM

1. **Addendum.** This is an addendum to the Lease between you and us for Apt. No. W1410 in the Circle Park Operating Newco LLC
- 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 _____, or
 other: _____.

The following payment methods are accepted:

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

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 _____
 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 (281) 550-0044

(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:

Thurman Robinson

Signature of All Residents

Signature of Owner or Owner's Representative

Community Policies/Master Lease Addendum

RENTERS' RIGHTS AND RESOURCES: The Renters' Rights and Resources are available and may be viewed on <https://www.greystar.com/renters-rights-resources>

1. Preface

This Master Lease Addendum contains community rules, regulations, and/or policies that are incorporated into and part of your Lease Contract. They apply to you and your occupants, guests, and invitees. Use of "we", "us", and "our" in this Addendum refers collectively to the owner of the community and the owner's authorized agents/representatives. Violation of any provision of this Addendum may result in termination of your right of possession and/or your Lease Contract. The community rules, regulations, and/or policies in this Addendum may be added to, amended or repealed at any time in accordance with your Lease Contract. This Addendum is intended to supplement your Lease Contract. To the extent there is any inconsistency between this Addendum and the Lease Contract, the provisions of the Lease Contract control.

2. No Reliance on Security Devices or Measures

You acknowledge that cameras may be installed at some or all of the gates and in various common areas throughout the community. If cameras are installed, these areas may be recorded. Cameras, if installed, are for the sole purpose of protecting our real and personal property. Such cameras are not intended to protect, monitor, provide security for, or give a sense of security to you or any occupant or guest. You acknowledge that, given the limited purpose for which cameras may be installed or used, we have no obligation to cause such cameras to be monitored. We have no obligation to preserve or make available the contents of any recordings to you or others.

3. Entry Devices

In the event your community requires an entry device, the following policies apply.

- a) **Access Card, Remote or Key Fob:** You and each occupant if you request, will receive one controlled access device of our choice. Additional devices may be available for an additional charge of \$ 0.00.
- b) **Damaged, Lost or Unreturned Cards, Remotes, or Fobs:** If a controlled access device is lost, misplaced, stolen damaged, or not returned at termination of this Agreement, a fee of \$ 0.00 will be charged for each device replacement.
- c) **Duplicate, Lost or Unreturned Keys:** A charge of \$ 5.00-10.00 will be owed for each duplicate, lost or unreturned key.
- d) **Re-keying Lock:** If you wish to have your apartment home, storage, mailbox, and/or garage lock(s) re-keyed because you have lost your key or for any other reason you agree to pay a re-keying fee of \$ 50.00 which is due prior to changing your locks.
- e) **After Hours Lock Outs:** After office hours, you must contact and pay for a locksmith if you have locked yourself out.
- f) **Lock Outs During Office Hours:** If you are locked out of your apartment home during business hours, contact us. A picture I.D. may be required to gain access to your apartment home.

4. Patios / Balconies / Private Yards

In the event your community has patios, balconies, or private yards, the following policies apply.

Items Prohibited

Combustible Materials	Flags	Furniture designed for Indoor Use
Firewood	Charcoal & Gas Grills	Bicycles hung from ceilings or walls
Unsightly or Heavy Items	Propane Tanks	Laundry
Motorcycles	Automobile Tires, Parts, Equipment	Signs

- a) **Resident Responsible for Private Yard:** In the event your apartment home has a private yard and you are responsible for maintenance of the yard, maintenance will include, but not be limited to, mowing, edging, shrub trimming, watering, debris removal, weeding, etc. You agree to maintain the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, etc.). If your private yard is not maintained to the community standards, we have the right to maintain it and charge our actual cost each time maintenance is required. Upon move-out, we can deduct any amounts owed for damage to the private yard which exceed ordinary wear and tear from the security deposit as allowable under the Lease Contract.
- b) **Community Landscaper Utilized for Private Yard:** In the event your apartment home has a private yard and your community landscaper maintains the private yard, there may be an additional monthly fee of \$ 0.00 required. You are still responsible for maintaining the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, regular watering, etc.). You agree to provide access so that routine yard management maintenance can occur. If your private yard is not maintained to the community standards, we have the right to maintain it and charge our actual cost each time maintenance is required. Upon move-out, we can deduct any amounts owed for damage to the private yard which exceed ordinary wear and tear from the security deposit paid as allowable under the Lease Contract.

5. Gardens

In the event your community has a garden for the enjoyment of all residents, the following policies apply.

- a) Unless otherwise posted, the hours are from dawn to dusk.
- b) Use at your own risk. In case of emergency, call 911.
- c) You agree to plant the garden plot within two weeks of being assigned a designated area.
- d) You agree to maintain the designated plot and to keep plants within the assigned/designated area.
- e) We encourage an organic gardening program. Use of pesticides, herbicides, and insecticides made from synthetic materials as well as use of chemical fertilizers are not advisable. Slug bait is permitted only when used in enclosed containers, which must be removed from the site after use. Use of raw human and/or animal waste is not allowed due to environmental and health concerns. Fully composted manures, such as steer and chicken manure, are allowed.
- f) No illegal plants may be grown, including but not limited to any plant listed by the state agencies and weed control board as noxious weeds.
- g) Only water your assigned garden plot.
- h) Maintain healthy plants and remove dead plants in a timely manner (not to exceed one week duration).
- i) Materials other than plants are prohibited, except items that assist in growth.
- j) All tools provided by us must remain in designated areas. We are not responsible for injuries due to the use of tools. If you need any additional tools, they are your responsibility.
- k) Debris after planting, any remaining soil, fertilizer, etc. must be swept immediately.
- l) Garden plots will expire with your lease, and may be renewed at the time of lease renewal. If you decide not to renew usage, the plot must be cleaned out and left in the original condition. Renewal is not guaranteed.
- m) We are not responsible for lost, stolen, or damaged plants or other items.
- n) Please be respectful of the neighbors who live around the gardens. No smoking, noise disturbances, or horseplay is allowed.
- o) Animals are not allowed in the garden plot areas, except assistance animals.

6. Inside or Near the Apartment Home

6.1 Windows and Doors: Any window treatment installed by you shall present a uniform appearance with the exterior of the building. The use of foil and other similar materials, on windows is strictly prohibited. You will not obstruct any windows or doors.

6.2 Welcome Mats and Heavy Items: You may place a welcome mat in front of your entry door subject to our approval. Rugs or carpet remnants are not permitted. You shall not place any unusually heavy objects on the floor of the Premises, such as pool tables, waterbeds, etc. without our prior written permission. You will not obstruct any doorways, stairs, entry passages, breezeways, courtyards, or halls of the community.

6.3 Soliciting: Soliciting is not permitted in the community. Unless allowed by law or following our prior written permission, you shall not distribute, post, or hang any signs, flyers, advertisements, or notices in any portion of the community.

6.4 Fireplace: In the event your apartment home has a fireplace, you agree to use the fireplace for the intended purpose and at your own risk. Never use flammable liquids to start fires and never burn anything other than seasoned firewood. Clean your hearth of any flammable materials. Do not attempt to clean the inside of the chimney. Report maintenance needs to us immediately. Use a mesh screen and leave glass doors open when burning fires. If applicable, open the flue/damper before lighting a fire. Close the flue/damper only when the fire is completely out, the smoke has ceased to rise, and the wood is cool. Never leave a fire unattended. Put all fires out completely before going to bed or leaving the apartment home.

6.5 Furniture, Televisions, Appliances: In the event your apartment home has furniture, televisions, and/or appliances included, you agree to maintain them in a clean condition, reasonable wear and tear excepted. Removal of these items is not allowed. Upon move-out, these items must be placed in the same location they were upon move-in. You will pay the cost to repair, replace, or clean the furniture, televisions, and/or appliances.

6.6 Wires and Personal Items Outside the Home: No radio, television other wires are permitted on any part of the apartment home. You shall not store personal items in the outside walkways, breezeways or under stairs.

7. Odors

You, your occupants, guests, and invitees acknowledge that we cannot prevent odors in and around your apartment home and community.

7.1 Resident Responsibilities: If you create odors, you shall provide proper ventilation so you do not disturb or cause inconvenience to others.

7.2 Removal of Odors: If the carpet, walls, A/C ducts, or other items in the apartment home retain odors due to your use or surrounding residents complain about the odors, you will be responsible for the cost for removing unwanted smells and odors.

8. Parking and Vehicles

In the event your community has parking for residents, the following policies apply. Guests must park in guest parking only.

- a) **Speed Limit:** Unless otherwise posted, the speed limit is ten (10) miles per hour.
- b) **Posted Signs:** You are responsible for following all posted signs including height restrictions, mounted mirrors, and traffic control devices.
- c) **Unassigned Parking:** In the event parking at your community is unassigned, you can park on a first-come, first-serve basis, except in designated areas. Parking spaces are not guaranteed.
- d) **Assigned Parking:** In the event parking at your community is assigned, you must park only in your assigned space.
- e) **Limitation of Vehicles:** We will advise you if your community has a limitation on the number of vehicles allowed.
- f) **Restricted Vehicles:** Unless specifically allowed in designated areas, including carports and/or garages, the following are not allowed: campers, trailers, boats, buses, large trucks, commercial vehicles, mobile homes, trailers, recreational vehicles and equipment. Violators will be towed away without notice at the vehicle/equipment owner's expense.
- g) **No Vehicle Repairs:** Automobile repair work is not allowed on the community. Washing vehicles is not allowed unless there is a designated car care facility.
- h) **Vehicle Insurance:** All vehicles will be parked at your own or the vehicle's owner's risk, and you will maintain proper insurance on your vehicles.
- i) **No Loitering or Recreational Activities:** You, your occupants, guests, and invitees may not engage in the following activities in parking areas: loitering (standing or waiting around), recreational activities, or disrupting the flow of traffic.
- j) Improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment are not permitted in the community and may be removed by us at your expense or the expense of any other person owning same, for storage or public or private sale, at our option with no right of recourse against us. The definition of improperly parked, non-operable, abandoned, or unauthorized vehicles or equipment shall be liberally construed in our favor. In addition, but not limited to their generally accepted definitions, "improperly parked", "non-operable", "abandoned", and "unauthorized" shall also mean vehicles or equipment which: (1) Are noxious, offensive, unsightly, unpleasant or unkempt such as could reasonably affect the appearance or rental marketability of the community or such as could reasonably cause embarrassment, discomfort, annoyance, or nuisance to us or other residents; (2) Are not displaying any required hangtag, decal, or other identifier provided by us; (3) Are left unattended for a period of not less than thirty (30) days without anyone having claimed ownership of it.

9. Parking Tags/Stickers

In the event your community requires parking tags/stickers, the parking tag/sticker must be visibly displayed either on the rear-view mirror or taped next to the vehicle registration. We are not responsible for damage to tint or glass due to the sticker. The vehicle can be towed without notice at the vehicle owner's expense in accordance with state law.

- a) You agree to advise your guests and invitees to park in the designated guest parking spaces only.
- b) If your sticker/tag is lost, stolen, damaged, or not returned upon move-out, a replacement fee of \$ 25.00 will be assessed to your account.

10. Animals

10.1 Assistance Animals: Assistance animals required pursuant to a disability-related need are welcome. Assistance animals must be disclosed to and approved by us. The appropriate reasonable accommodation process will apply.

10.2 Pet Policies: No animals of any kind are permitted in your apartment or the community without our prior written consent. In the event your community allows pets, the following policies apply.

- a) **No More Than Two Pets:** A maximum of two pets per apartment home is permitted.
- b) **Weight Limits:** Pets shall not exceed your community's weight limit.
- c) **Restricted Breeds and Prohibited Dogs:** The following breeds are not permitted on the community: Rottweiler, Doberman Pinscher, Pit Bull Terrier/Staffordshire Terrier, Chow, Presa Canarios, Akita, Alaskan Malamutes, Wolf-Hybrid, or any mix thereof. Specific communities may have additional breed restrictions. In addition, we prohibit any dog with a history of biting, injuring any person or animal, or damaging property.
- d) **Determination of Breed:** Regardless of your representation as to the breed or classification of any animal, you agree that we shall make the final determination as to the breed or classification of your pet or animal in our sole and absolute discretion. Restricted Breeds shall have the broadest possible meaning, and includes, but is not limited to, any animal displaying physical traits or characteristics of any restricted breed animal, whether by observation or by standards established by the American Kennel Club, or other applicable association, or defined by any law, statute, or ordinance. If applicable, a canine DNA test may be requested at your expense.
- e) **Cats:** Cats must be spayed or neutered.
- f) **Animals Not Allowed in Amenities:** Animals, except Assistance Animals, are not permitted in the pool, pool area, or community amenity areas such as the business and fitness centers. No animals will be allowed in the pool or spa water.
- g) **No Staking Animals:** Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- h) **Aquariums:** Aquariums up to 20 gallons are allowed without a pet deposit or fee. Aquariums over 20 gallons may require a pet deposit or fee in addition to proof of renter's insurance.
- i) **Secure Animals During Service Requests:** Remove animals or place them in a room behind a closed door or kennel/crate with notification to us.

11. Trash Removal and Disposal

- a) **Curbside Pick Up:** In the event your community offers curbside trash pick-up, contact us for the scheduled days and times of pick-up. You agree not to leave any trash out on days that are not scheduled for pick-up. We reserve the right to remove curbside trash pick-up service upon written notice to you of the change.
- b) **No Curbside Pick Up:** In the event your community does not offer curbside trash pick-up, you shall dispose of your bagged and tied trash inside the compactor/dumpster facility as instructed by us or by the sign near the compactor/dumpster.
- c) **Trash Chutes:** In the event your community has trash chutes, contact us for the scheduled hours of operation. Securely tied, kitchen-sized bags are required. No loose items can be put in the trash chute. Do not use the chute for recycling. No boxes or large trash can be placed in the chutes. Contact us for details or questions regarding the use of the trash chutes.
- d) **Recycling:** In the event recycling is offered at your community, you are responsible for complying with all recycling regulations.
- e) **Potential Charges:** You may be charged \$25 per bag for any trash left outside your apartment home or in breezeways. Please contact us if you require further instruction regarding proper disposal of garbage with the compactors, dumpsters, or chutes.

- f) **No Litter:** Do not leave cigarette butts or other trash near or around patios/balconies, under windows, or near entry doors. We reserve the right to assess a fine of \$25 per incident.
- g) **No Furniture as Trash:** No furniture may be left for trash removal.
- h) **Dumpster Use for Residents Only:** Only you and your occupants are permitted to use the dumpster/compactor.
- i) **No Dumpster Diving:** Do not retrieve items from the dumpster. Digging or scavenging is prohibited.
- j) **General:** Please break down empty boxes. Keep the area clean and litter free. If applicable, close the lid after use.
- k) **No Parking in Front of Dumpster:** Parking in front of the dumpster/compactor is not allowed.
- l) **Prohibited Items:** You understand that you cannot place the following items in or around the trash dumpster or compactor: propane tanks, flammable or toxic materials, furniture, bedding, appliances, auto batteries, tires, and oil/petroleum products.

12. Pest Control

12.1 Extermination: Unless prohibited by statute or otherwise stated in your Lease Contract, we may have extermination operations conducted in the apartment home several times a year and as needed to prevent insect infestation. If pest control services are provided, you shall pay the amount of \$ 5.00 on or before the first day of each month to reimburse us for extermination services to the apartment home. You shall pay such fee in the same time and manner as you pay rent pursuant to your Lease Contract. You must request in writing extermination treatments in addition to those regularly provided by us.

12.2 Preparations for Extermination: If the apartment home is not prepared for a scheduled treatment date, we will reschedule treatment at your expense. You agree to perform the tasks necessary to prepare the apartment home for extermination, including:

- a) removing people sensitive to the extermination treatment from the apartment home;
- b) removing animals or placing them in bedrooms with notification to us;
- c) removing animal food bowls;
- d) removing all food, utensils, glasses, and dishes and food containers from countertops and floors;
- e) removing chain locks or other obstructions on the day of service;
- f) removing contents from shelves, cabinets, and floors where pests have been seen;
- g) cleaning all cabinets, drawers, and closets in kitchen and pantry; and
- h) refraining from wiping out cabinets after the treatment.

12.3 Notify Us of Health Issues: You are solely responsible for notifying us in writing prior to extermination of any anticipated health or other concerns related to extermination and the use of pesticides.

12.4 Your Responsibilities: To reduce the possibility of pests, you shall: (a) store all food in sealed containers; (b) not leave food or dirty dishes out; (c) empty all cans and bottles and rinse them with water; (d) immediately dispose of unused paper grocery sacks; (e) sweep and mop the kitchen regularly; (vi) vacuum carpets frequently to remove crumbs and other food particles; (f) remove trash immediately; (g) not put wet garbage in the trash; (h) use the garbage disposal if available; (i) not leave windows or doors open allowing pests to enter; and (j) comply with any instructions/protocol from the extermination company.

13. Packages / Deliveries

In the event your community accepts packages for residents we do so in our sole discretion and the following policies apply:

- a) We will only accept packages from a commercial delivery service (UPS, Federal Express, etc.) and United States Postal Service. We will not accept any package shipped COD or having postage due.
- b) In the event your community offers a package locker system, couriers will make all deliveries exclusively through the locker system. Refer to your community for the locker location name to be placed on address delivery label(s), which will instruct couriers of proper delivery.
- c) We will not be responsible or liable for any lost or stolen deliveries which we sign for or accept. While your deliveries are in our possession, both during and after office hours, your deliveries are not secured.
- d) Pick up your deliveries within 48 hours. If you do not pick up your delivery within 48 hours, we reserve the right to return to sender.
- e) Occasionally the number of deliveries may become too great or too cumbersome; therefore, we reserve the right at all times to refuse deliveries.
- f) We have no obligation to contact you when accepting packages. This is your and the deliverer's responsibility.
- g) Deliveries or service requiring entrance into your apartment home by anyone other than us will be allowed only with your prior written permission.
- h) We are not responsible for articles or parcels left at your door or in the office by delivery services.
- i) We will not be available after hours to allow you access to your deliveries. You must pick up your packages during regular office hours.
- j) You shall not have perishable goods delivered to the office unless your community has approved such delivery in advance or offers refrigerated lockers.
- k) We may not accept packages that are over 25 pounds or larger than 2'x2'x2'.
- l) You may be required to present a photo ID and/or signature when picking up a package.

14. Maintenance Emergencies

Service requests will be handled after office hours if they are emergencies. We define emergencies as the following:

- a) Electrical or gas failure of any nature
- b) Broken or non-working exterior doors, locks, windows
- c) Malfunctioning access gates that are locked and will not open
- d) No heat (when outside temperature is below 60 degrees)
- e) No air conditioning (when outside temperature is above 85 degrees)
- f) No water
- g) Overflowing toilet
- h) Flooding
- i) Broken pipes
- j) Fire (call 911 immediately)
- k) After business hours, emergency service requests can be reported by calling the office. The on-duty service technician will be notified and will respond as quickly as possible.

15. Apartment Home Transfers

When transferring to another apartment home within the community:

- a) You shall not replace or transfer your interest in the Lease Contract, or any part hereof, without our prior written consent. If you are in violation of the Lease Contract, you will not be approved for a transfer.
- b) You must sign a Transfer form.
- c) The criteria for qualifications of credit, income and employment, residence, and criminal must be met for residents that transfer within the lease term or at the end of the lease term.
- d) You must fulfill at least 3 months of your current lease term before you will be eligible to transfer to a new apartment home.
- e) If applicable, a transfer fee must be paid prior to transferring. A new security deposit may be required to secure the new apartment home. In addition, market rent, new pet deposit/fees (if applicable) and other applicable fees must be paid.
- f) You are required to provide a written move-out notice according to your Lease Contract from the current apartment home. The vacated apartment home must be left in the condition described in the move-out cleaning instructions. We will inspect the apartment home and forward statements and deposit refunds to your new address.
- g) If you cancel the transfer after the new apartment home has been assigned and taken off the market, you will be responsible for any economic loss sustained resulting from your failure to rent the new apartment home.
- h) You shall be responsible for all moving costs including those associated with switching utilities and services to the new apartment home if a transfer is approved.

16. Amenities / Facilities

<i>Swimming Pool</i>	<i>BBQ Grill/Fire Pit</i>	<i>Spa or Hot Tub</i>	<i>Club Room</i>	<i>Dog Park/Spa</i>
<i>Sports Court</i>	<i>Car Cleaning Facility</i>	<i>Game Room/Theater</i>	<i>Laundry Room</i>	
<i>Tanning Facilities</i>	<i>Sauna</i>	<i>Business Center</i>	<i>Fitness Facilities</i>	
<i>Video Library</i>	<i>Nature/Hiking Trail</i>	<i>Playground</i>	<i>Roof Top Deck</i>	

In the event that your community hosts any of the above or other amenities, the following apply:

- In an emergency, call 911
- Attendants are not provided
- Use amenities at your own risk
- Comply with posted signs
- Use equipment in the manner it is intended
- Do not destroy any equipment/amenity
- Report any equipment needing repair or vandalism
- Do not remove any equipment
- Wear appropriate attire
- Be mindful of others when using amenities and limit time as necessary
- Only two guests are allowed and must be accompanied by you
- We are not responsible for accidents, injuries, or lost, stolen, damaged, or misplaced items
- You agree to hold us harmless from any and all claims, damages, or expenses related to the use of amenities

17. Amenity / Facility Safety-Related Restrictions

17.1 Safety-Related Restrictions: Our community contains amenities/facilities that are intended to enhance the living experience for you and your occupants. You agree that, for safety-related reasons, certain amenities/facilities may require restrictions on use. You agree to abide by posted signs. You further agree that you, your occupants or guests will be supervised, as needed, by someone possessing the proper skills to supervise the particular activity at the amenities/facilities.

17.2 Residents Shall Exercise Their Own Prudent Judgment: You, occupants and guests are advised to exercise their own prudent judgment with respect to the unsupervised use of the facilities located throughout the community. By establishing safety-related use restrictions, we are not in any manner representing, guaranteeing or ensuring the safety of any persons when participating in the activities or using the facilities of the community with or without supervision.

18. Swimming Pool and Spa / Hot Tub

In the event your community has a pool and/or hot tub for the enjoyment of all residents, the following policies apply. Please follow posted signage.

- a) We do not provide, at any time, safety or supervisory personnel at the pools, hot tubs, spas, or any other common area. LIFEGUARDS ARE NOT PROVIDED. SWIM AT YOUR OWN RISK. FOR YOUR SAFETY, DO NOT SWIM ALONE.
- b) No diving. Diving may result in injury or death.
- c) We cannot and do not assure, guarantee or warrant your safety.
- d) Assistance animals are allowed in the pool area if necessary due to a disability-related need; however, no animals will be allowed in the pool or spa water.
- e) We are not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- f) No jumping into the pool from balconies, patios, fountains, or other structures near the pool.
- g) Keep gates closed at all times.
- h) Respect others by covering pool furniture with a towel. Do not remove pool furniture from pool areas. Dispose of trash properly.
- i) Overexposure to hot water may cause dizziness, nausea, and fainting. Hot water exposure limitations vary from person to person.
- j) Check the hot tub temperature before entering the hot tub. Do not use the hot tub if the temperature is above 104 degrees. Do not operate the hot tub if the suction outlet cover is missing, broken, or loose.
- k) Do not place electrical appliances (telephone, radio, TV, etc.) within five feet of the pool or hot tub.
- l) Appropriate swimwear is required at all times as determined by us. Diapers are not allowed unless they are swim diapers.
- m) You are limited to 2 guests to any pool/hot tub area, and you must accompany your guests at all times.

19. Sports Courts (Tennis, Volleyball, Basketball, etc.)

In the event your community has sports courts (tennis, volleyball, basketball, etc.) for the enjoyment of all residents, the following policies apply.

- a) Motorcycles, bicycles, tricycles, roller blades, skateboards and skates are not permitted on the court surface.
- b) Do not sit or lean on the net. Do not hang from or climb on the goal or nets.
- c) Proper athletic shoes with rubber soles are required.

20. Club Room / Game Room / Theater

In the event that your community provides a club room, game room, and/or theater for the enjoyment of all residents, the following policies apply.

- a) No wet clothing permitted.
- b) Clubroom hours are determined by us.
- c) All items must be returned, in the condition in which they were received prior to leaving.
- d) Use the facility at your own risk. Use the equipment only in the manner intended by manufacturer.
- e) Do not remove or damage equipment and supplies.

21. Tanning Bed, Tanning Dome, or Spray Tan Booth

In the event a tanning device(s) is provided for the enjoyment of all residents, the following policies apply:

- a) Failure to use the eye protection may result in permanent damage to your eyes.
- b) Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- c) Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin and skin cancer.
- d) Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain food, cosmetics, and medications.

22. Video / DVD Library

In the event your community provides a video/DVD library, the following policies apply.

- a) You acknowledge and agree to be fully responsible for any and all videos/DVDs borrowed by self or other occupants while using the video services provided.
- b) All videos/DVDs must be returned in good working condition (except reasonable wear and tear) within 48 hours.
- c) We are not responsible for persons borrowing videos/DVDs that may not be suitable for themselves or others.
- d) We may charge your account the total amount owed including late charges and/or market value of all items not returned in good working condition.

23. Business / Computer Center

In the event your community has a business center for the enjoyment of all residents, the following policies apply:

- a) The center is for use by you and occupants only.
- b) We are not responsible for lost, stolen or damaged items, content viewed, viruses or loss of information.

- c) Smoking, food and drinks are prohibited.
- d) Please be considerate of others. Limit computer use to 30 minutes when others are waiting.
- e) You must provide their own document/data storage. Do not install or download any program, file or software on the business center equipment. Data created, stored or saved on the business center equipment will not be private, may be used by us for any purpose and will likely be deleted. *Incoming faxes are prohibited.*
- f) We reserve the right to monitor, intercept, review, and erase, without further notice, all content created on, transmitted to, received or printed from, or stored or recorded on the courtesy devices.
- g) Users should not use the courtesy device to transmit or store personal information, including user names, passwords, addresses, driver's license numbers, social security numbers, bank information, or credit card information.
- h) The courtesy device and associated access to the internet may not be used to (a) violate United States, state, or foreign laws; (b) transmit or receive material that is threatening, obscene, harassing, discriminatory, defamatory, illicit, or pornographic; or (c) interfere with or disrupt network users, services, or equipment.
- i) Attempts to remove equipment from the business center will engage the alarm system.
- j) Users may not alter or damage existing hardware or software. Do not modify screensavers or background images on business center equipment.
- k) Violation of any or all of the above stated rules may result in termination of business center use or other remedies under the lease.

24. Barbecue Grill / Outdoor Kitchen / Fire Pit / Fire Place

In the event your community has barbecue grills, outdoor kitchens, fire pits, or fire places for the enjoyment of all residents, the following policies apply.

- a) Barbecue grill instructions may be posted at each location or are available from us. Please contact us before attempting to use these grills.
- b) Keep pets and persons requiring supervision away from open flames.
- c) Your community may require a deposit or fee to use the facility. Contact us for further details.
- d) Never leave a fire unattended. Do not leave until the fire is completely out.
- e) Keep flammable materials away from the fire.

25. Laundry Room

In the event your community has laundry rooms, the following policies apply.

- a) Use appropriate settings on washers and dryers. Any loss or damage to clothing is not our responsibility.
- b) No dying of clothes is permitted.
- c) Do not wash or dry oversized items.
- d) Remove lint from dryer before and after each use. Wipe down after use. Please leave machines clean.
- e) Facilities are for use by you and occupants only.

26. Dog Park/Spa

In the event your community has a Dog Park or Spa for the enjoyment of all residents, the following policies apply.

- a) Animal owners are responsible for their animal's behavior, for damage or injury inflicted to or by their animal(s). Animal owners must remain with dogs in fenced area at all times.
- b) You are limited to 2 animals per person in the Dog Park or Spa
- c) Dogs must be leashed when entering and exiting the park and must be leashed in the transition corridor, if applicable. You must have a visible leash for each dog at all times.
- d) Animals with a known history of dangerous or aggressive behavior are prohibited. Immediately leash your dog(s) and leave the Dog Park if your dog behaves aggressively.
- e) Puppies under 6 months of age and female dogs in heat are not allowed in the Dog Park.

27. Roof Top Deck

In the event your community has a roof top deck for the enjoyment of all residents, the following policies apply.

- a) You, your occupants and guests shall not walk in any areas on the roof other than the designated walkway and roof top deck itself.
- b) Nothing shall be thrown or intentionally dropped over the edge of the roof. You, upon the first infraction of this policy by you, your occupants or guests, may have use privileges revoked and/or residency terminated.

28. Photographs, Digital Images, Video

All residents, occupants, visitors and guests, while in common areas, give Owner, management company, their employees, agents, subsidiaries and authorized vendors the right to record their image and/or voice, and grant Owner and management company all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever.

A release to Owner, management company, their employees, agents, subsidiaries and authorized vendors is granted for all rights to exhibit this work in all media, including electronic form, publicly or privately. The rights, claims or interest controlling the use of identity or likeness in the sound, still or moving images is waived and any uses described herein may be made without compensation or consideration.

29. Wildlife

29.1 Definition of Wildlife: Wildlife can include the presence of alligators, bears, crocodiles, snakes, opossums, raccoons, or other non-domesticated animals. In the event wildlife is found on the community, you agree to the following.

29.2 Resident Acknowledgements: You assume the risk with respect to having wildlife near your apartment home and acknowledge that we are not liable for any injuries, damages or losses to persons or property caused by or related to the wildlife.

29.3 Resident Responsibilities: You will be responsible for informing occupants, guests and invitees about the wildlife and enforcing their compliance with the following:

You, your occupants and guests will not:

- a) feed, get close to, or attempt to catch the wildlife;
- b) swim, wade or play near the wildlife;
- c) dispose of garbage or scraps near a water source, pond, lake, or other area that may contain wildlife.

30. Body of Water (Lake, Pond, Water Features)

You will be responsible for informing occupants, guests and invitees about the bodies of water and enforcing their compliance with the following:

No one will

- a) swim or wade in any body of water that is not designated as a swimming pool;
- b) boat on any body of water unless approved by us;
- c) ice skate or conduct any other type of water sport in or on the bodies of water.

31. Elevators

In the event your community has an elevator (s) for the enjoyment of all residents, the following policies apply.

- a) Do not attempt to maneuver or stop closing doors. Wait for the next elevator car.
- b) In the event of a fire or other situation that could lead to a disruption in electrical services, take the stairs.
- c) When entering and exiting the elevator, watch your step as the elevator car may not be perfectly level with the floor.
- d) Do not climb out of a stalled elevator. Use the alarm, help, or telephone button to call for assistance.

32. Construction or Renovation

In the event your community is under construction or renovation, the following policies apply:

- a) **Inform Occupants and Guests:** You will be responsible for informing occupants, guests, and invitees about these policies.
- b) **Stay Away from Construction Areas:** You agree to observe all warning signs and blockades. You agree to stay away from the construction areas and shall not climb on or enter onto scaffolding or other construction equipment at any time. You acknowledge there may be construction debris, trip hazards, and uneven surfaces. Construction crews may work throughout the days to complete construction.
- c) **Machinery and Equipment:** You acknowledge the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by you, your occupants, guests or invitees is strictly prohibited.
- d) **Minor Disturbances:** You acknowledges that the construction/renovation may cause noise, dust, and minor disturbances to the egress/ingress on or about the community and minor disturbances to the quiet and enjoyment of the apartment home.
- e) **Amenities May Be Unavailable:** You further agree that the amenities, including the clubhouse, pool, or other common areas, may be unavailable for use by you, your occupants, guests and invitees during the period of construction.
- f) **Resident Waives Right to Withhold Rent:** Except as otherwise prohibited by law, you hereby waive any right to withhold rent due to inconvenience or disturbance of quiet enjoyment of your apartment home or the inability to use the amenities or common areas or put forward such noise or construction activity as a breach of our duty pursuant to applicable law.
- g) **Move-In Date Not Guaranteed Due to Construction Delays:** You acknowledge that the move-in date cannot be guaranteed in the case of unforeseen construction delays. You acknowledge that you will not be compensated for any unforeseen occupancy delays. If you terminate the Lease Contract early for any reason other than construction delays, you will be responsible for all applicable early termination charges and procedures.

33. Prevention of Mold

You agree not to conduct any mold or other environmental testing of your apartment without giving us at least 72 hours advance written notice to enable us to have a representative present during testing. You agree that failure to provide such notice means the testing is not admissible in any legal proceedings.

34. Fire/Freezing Weather/Floods/Other Emergencies

Emergency situations may occur during your residency. Please remember that you are responsible for your own safety and the safety of your occupants, guests and invitees. You should look to the proper authorities for any assistance when needs exceed your abilities. Please note the following regarding certain emergency situations.

34.1 Fire Hazards:

- a) Follow fire safety and fire safety regulations while in the apartment home and community.
- b) No flammable or combustible objects/substances are to be stored on patios, balconies, under stairwells, in your garage or storage space and should not be within 30 inches of an item which produces heat (water heater, furnace, stove, oven, candle, curling iron, etc.).
- c) Items which require an open flame to operate or which produce heat (e.g., Bunsen burners, sterno/canned heat, lighted candles, alcohol burners, heating elements, irons, curling irons, halogen bulbs, stove, oven) must be supervised at all times during use and should never be left unattended.
- d) Do not obstruct or use the driveways, sidewalks, entry passages, stairs, breezeways, courtyards, or halls for any purpose other than ingress or egress.
- e) Fireworks are prohibited inside the apartment home or anywhere within the community.

34.2 Fire Alarms: In the event residents are given procedures for fire alarms, you, your occupants, guests and invitees are required to adhere to all procedures.

- a) You and your occupants, guests, and invitees must not tamper with, interfere with, or damage any alarm equipment and/or installation.
- b) In the event the community has a fire sprinkler system, you acknowledge and hereby agree that it is important to be careful near fire sprinkler heads so as not to falsely trigger or activate them. If you trigger or activate the fire sprinkler system, you will be responsible for all damages caused by the activation.
- c) Anyone found to falsely pull a fire alarm will be subject to criminal charges, a fine, and/or a default of the Lease Contract.
- d) An extension cord must be UL approved, 16 gauges, and not exceed an un-spliced length of six feet with a polarized plug and a single outlet; it may not be placed under floor coverings or furnishings and may not be secured by penetrating the insulation.

34.3 Freezing Weather: You shall follow these precautions when subfreezing weather occurs.

- a) Leave the heat on 24 hours a day at a temperature setting of no less than 55 degrees. Keep all windows closed.
- b) Leave open the cabinet doors under the kitchen sink and bathroom sink to allow heat to get to the plumbing.
- c) Drip all your water faucets 24 hours a day. If severe subfreezing weather occurs, it may be necessary to run your faucets at a steady, pencil-lead stream when you are in the apartment home and when you are gone. This includes hot and cold water in your kitchen, bathroom lavatories, bathtubs, shower, wet bar sinks, etc.
- d) Leave all drains open and clear of obstacles; including lavatories, sinks and bathtubs.
- e) If you notice a water leak, icy spot or other hazardous condition on the community, notify us IMMEDIATELY.

34.4 Floods:

- a) If heavy rain, storms or flooding is forecast, you should follow the guidelines below. Do not put tape on the windows unless directed by us.
- b) Unplug all appliances and televisions. Do not plug appliances back in until the water completely recedes and community personnel give you permission.

35. Power Outage

In the event of a power outage that lasts more than 24 hours, we have the right, but not an obligation, to dispose of the contents of the refrigerator/freezer in your apartment home. You waive any claim and hold us harmless for the disposal of such contents. You agree not to seek recovery against us for interruption of power that results in disposal, loss, or spoilage of refrigerated or frozen food.

36. Payments

Unless otherwise allowed at your community, we only accept electronic payments. Cash, paper checks, paper money orders or other forms of payment will not be accepted. Credit and Debit Card transactions may not be allowed.

36.1 ACH, Credit, and Debit Cards: Automated electronic payments include ACH and Credit and Debit Card transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Credit and debit card transactions refers to credit and debit card transactions, including those cards bearing the Visa, MasterCard, Discover and American Express logos. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.

36.2 Advantages in Paying Rent via ACH: There are advantages for you in paying your rent via automated electronic payments, including:

- a) Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check;
- b) No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account;
- c) Greater security since there is little chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
- d) Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

36.3 Electronic Money Orders: We also accept electronic money orders. Details on this payment option are available at the office.

36.4 Check Scanner: If your community accepts paper checks and uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day.

36.5 Electronic Check Conversion: If your community accepts paper checks, please be aware that we may use electronic check conversion. This is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at

the time you make a purchase or payment. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

37. Data and Communication

You understand and accept that we may collect, retain, use, transfer, and disclose personal information, such as the first name, last name, email address, and phone number of you or your occupants in the unit. We may collect, retain, and use that information, or disclose that information to third parties to, among other things, (a) operate the Property; (b) provide services consistent with the Lease; (c) refer you to third parties that provide products or services that may be of interest to you or your occupants in the unit; (d) collect debts; and (e) conduct and analyze resident surveys. Please review the privacy policy of the owner's authorized agent at the time of residence for a discussion of the treatment of information during your lease. The current policy may be viewed at <https://www.greystar.com/privacy>.

Providing an email address or cell phone number to us enables us to send important announcements, including notices regarding an emergency water shut off, work to be done at the Property, or changes in office hours. By providing this contact information, you and your occupants consent to receive communications regarding marketing materials, promotional offers, community messages, and service reminders via e-mail, voicemail, calls and/or text.

By providing your and your occupants' phone numbers, you acknowledge and agree that we may contact you and your occupants at the phone number(s) that you and your occupants have provided, including through an automatic telephone dialing system and/or an artificial prerecorded voice, with information and notifications about the community and for other non-marketing, informational purposes, including in connection with expiration of your lease. You further warrant to us that you or your occupants are the subscriber for any wireless number that you or your occupants have provided. You agree to immediately notify us if you or your occupants are no longer the subscriber for a wireless number, or if a wireless number changes. Text messaging and data rates may apply.

You authorize us to deliver messages regarding renewal of your lease and other offers to you at the telephone number(s) that you have provided, including through the use of an automatic telephone dialing system and/or artificial or prerecorded voice. You acknowledge and agree that this authorization is made voluntarily.

The permissions and consents granted herein apply to the owner of the community and the owner's authorized agents/representatives, including its property manager, and will continue even after your lease expires, the owner of the community sells the community, or the property manager no longer manages the community.

38. Subletting and Replacements

38.1 When Allowed: Replacing a resident, subletting, assigning, or licensing a resident's rights are allowed only when we consent in writing. Residency at your community is subject to an application and/or approval by us. Occupancy is restricted to only the named residents and occupants that are identified in your Lease Contract.

38.2 Advertising Your Apartment: You are not allowed to advertise your apartment homes(s) without our written consent. This prohibition on advertising includes online postings, print advertising or other formats such as craigslist, Airbnb, etc.

39. Conduct

You agree to communicate and conduct yourself at all times in a lawful, courteous, and reasonable manner when interacting with us; our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person in the community. Any acts of unlawful, discourteous, or unreasonable communication or conduct by you or your occupants, guests or invitees, shall be a material breach of this Agreement and will entitle us to exercise all of our rights and remedies for default.

You agree not to engage in any abusive behavior, either verbal or physical, or any form of intimidation or aggression directed at us; our employees, agents, independent contractors, and vendors; other residents, occupants, guests or invitees; or any other person in the community. Any acts of abusive or offensive behavior whether verbal or physical by you or your occupants, guests or invitees, shall be a material breach of this Lease and will entitle us to exercise all of our rights and remedies for default.

If requested by us, you agree to conduct all further business with us in writing.

40. Special Provisions

The following special provision will become a part of this Addendum and will supersede any conflicting provision of this printed Addendum and/or the Lease.

Summary	
Section and Description	Charge
Additional Controlled Access Device	\$ 0.00
Damaged/Lost/Unreturned Cards/Remotes/Fobs (per device)	\$ 0.00
Duplicate/Lost/Unreturned Key	\$5.00–10.
Re-keying Lock	\$ 50.00
Private Yard Maintenance Fine	\$ 0.00
Lost/Stolen/Unreturned Parking Tag/Sticker (per item)	\$ 25.00
Trash Clean-up (per bag)	\$ 25
Litter Fine (per incident)	\$ 25
Pest Control Monthly Fee	\$ 5.00

This is a binding document. Read carefully before signing.

Resident(s) Signature(s) (18 years of age and over)

Thurman Robinson

Date: 09/11/2025

Date:

Date:

Date:

Date:

Owner's Representative Signature:

LEASE ADDENDUM FOR CONCESSION, CREDIT OR OTHER DISCOUNT

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. W1410 in the
Circle Park Operating Newco LLC

Texas **OR**
the house, duplex, etc. located at (street address) _____ Apartments in Houston,
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 \$ 685.
This concession will be credited to your charges for the month(s) of 3 Free Months: November 2025, April 2026, October 2026.

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

Special Provisions: If lease is not completed according to the terms and conditions, Resident will be charged all applicable realtor/locator fees and repayment of all concessions received during lease term.

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).

Thurman Robinson

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR ADDITIONAL SPECIAL PROVISIONS

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

A one-time \$15 resident account setup fee will be assessed at move-in. All charges for Utilities due under paragraph 7 Shall be deemed as additional rent. Only cash equivalent funds accepted after the 3rd of the month and/or 2 NSF's. A monthly \$75 fee for a basic Internet/Cable package through Comcast will be charged. Owner or Owner's Representative may provide, at their discretion, information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency.

Thurman Robinson

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 # W1410, at 15455 Point NW Blvd
(street address) in Houston
(city), Texas 77095 (zip code).

2. Lease.

Owner's name: Circle Park Operating Newco LLC

Residents (*list all residents*): **Thurman Robinson**

- 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 \$ 0.00 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 \$ 0.00.
 - 8. Additional Fee.** You must also pay a one-time nonrefundable fee of \$ 0.00 to keep the animal in the dwelling unit. The fee is due when you sign this addendum.
 - 9. Liability Not Limited.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleaing, replacements, or personal injuries.
 - 10. Description of Animal.** You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

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

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____

Age: _____

City of license: _____

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____

Age: _____

City of license: _____

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

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

No pets allowed in any amenity areas.
Residents required to pick up all pet waste. Failure to pick up after pet will result in violation of lease and potential fines. Pets not allowed on patios without resident supervision.
Pets must be leashed per Texas lease law.

- 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: Litter Box Only

13.5 Outdoor Waste Areas. Outside, the animal may urinate or defecate only in these designated areas: Grassy Areas

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, defleeling, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.

19. Move-Out. Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleeling, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

20. Multiple Residents. Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.

21. Dog Park. We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

22. General. You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.

23. Animal Restrictions. No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the forgoing 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)

Thurman Robinson

09/11/2025

(Name of Resident)

Date signed

Owner or Owner's Representative (sign below)

Date signed

ASSISTANCE OR SERVICE ANIMAL AMENDMENT TO ANIMAL ADDENDUM

This is an addendum to the TAA Lease Contract for Apt. No. W1410 at (street address) 15455 Point NW Blvd
in Houston, Texas OR
the house, duplex, etc. located at (street address) _____ in _____, Texas. The terms of this
addendum will control if the terms of the Lease and this addendum conflict.

You acknowledge that no animal, whether or not they provide, or are intended to provide, assistance or service, may disturb or threaten the rights, comfort, health, safety or convenience of others in or near the apartment community and rental premises, behave in a loud or obnoxious manner, engage in any violent activity, or disrupt our business operations. You acknowledge that if the animal does any of this, or poses a direct threat to person or property, or otherwise violates the provisions of the Animal Addendum, this addendum or the Lease, you will be in default under the Lease. In that event, you agree that we will have contractual rights and remedies as set forth in the Lease and its addenda, including but not limited to revocation of your right to keep the animal in or about the rental premises described in the Lease, revocation of your right to occupy the rental premises described in the Lease, along with other rights and remedies including eviction of residents and occupants and removal of animals.

In the event the assistance or service animal is sick or injured and you are unavailable to seek treatment for the animal, we will have the right (but not the duty) to contact a veterinarian and incur on your behalf any necessary veterinarian charges to render aid or treatment to the animal.

We will not charge a security deposit, animal rent, or other charge for the keeping of an authorized and legally recognized assistance or service animal. You will, however, be liable for the entire amount of any injury that the animal causes to another person or to anyone's property in or near the apartment community and rental premises.

09/11/2025

Date

Thurman Robinson

Resident's signature

Date

Signature of Owner's Representative

LEASE ADDENDUM FOR INTRUSION ALARM

- 1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. W1410 in the
Circle Park Operating Newco LLC
- ____ Apartments in Houston,
Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
- 2. Intrusion alarm.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if no intrusion alarm exists. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (*check one*) required or optional. You are responsible for all fines and other charges resulting from or attributable to the alarm, including false alarm charges for your dwelling.
- 3. Permit from city.** You (*check one*) do or do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is _____, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.
- 4. Follow instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules, and procedures furnished to you by us. Instructions are attached or will be provided to you when you move in.
- 5. Alarm company.** You (*check one*) will or will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (*check one*) may choose your own alarm company or are required to use _____ as your alarm company. The alarm system is repaired and maintained by _____.
- 6. Entry by owner.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your TAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.
- 7. Repairs or malfunctions.** If the intrusion alarm malfunctions, you agree to (*check one*) contact your intrusion alarm company immediately for repair or contact us immediately for repair. The cost of repair will be paid by (*check one*) you or us. Do not tamper with the intrusion alarm system.
- 8. No warranty.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical is subject to malfunction and human error. Therefore, residents and occupants should not rely on such security systems. ***We are absolutely not responsible for malfunction of the alarm.***
- 9. Liability.** ***We are not liable to you, your guests, or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm.*** It is strongly recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.
- 10. Emergencies.** You agree to call 911, other law enforcement authorities, or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.
- 11. Entire agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.

Thurman Robinson

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. W1410 in the
Circle Park Operating Newco LLC

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

- 2. Number and size.** You may install 0 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 \$ _____, 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 \$ _____.
 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.

Thurman Robinson

Signatures of All Residents

Signature of Owner or Owner's Representative

PARKING ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease for Apt. No. W1410 at (street address) 15455 Point NW Blvd
in Houston, Texas. OR the house, duplex, etc. located at (street address)
in _____, Texas.

2. **Parking assignment.** You are entitled to:

Exclusive possession of: (check as applicable)

- parking space number(s) _____
 garage or carport attached to the dwelling
 garage space number(s) _____
and/or
 carport space number(s) _____

OR

Unrestricted access to: (check as applicable)

- general parking lot space(s) _____
 non-assigned garage or carport spaces _____

Parking fee: Parking may be included in your monthly rent or charged as a separate fee, as indicated on page 1 of the Lease. If included as a separate fee, it is payable in addition to rent as specified in the Lease. All terms and conditions of the Lease apply to the above areas unless modified by this addendum.

3. **Use restrictions.** Parking areas including garages and carports may be used only for storage of operable motor vehicles unless otherwise stated in our rules, community policies or Special Provisions. No one may sleep, cook, barbecue, or live in a parking area. 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. 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. You should review your Lease carefully as there may be additional parking rules contained in it beyond those in this addendum.
4. **No storage of items.** No items of any kind may be stored even temporarily in any of the spaces described by this addendum. Additionally, in our sole judgment and without prior notice, we may remove and dispose of any items that we believe might constitute a fire or environmental hazard.
5. **No smoke, fire, or carbon monoxide detectors.** Smoke, fire, or carbon monoxide detectors will be furnished by us if required by law. We may choose to provide a detection device not required by law which may be detailed in a separate addendum.
6. **Garage door access** If an enclosed garage is furnished with the leased premises, you will be provided access. You will be responsible for maintenance of any garage door access devices, including battery replacement. Transmitter frequency settings may not be changed on the access devices without our prior written consent. At the end of the Lease, the total number of access devices that you were assigned for any method of access must be returned to us. Failure to return such devices will result in a charge of \$ 75.00 for each device, 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 and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
8. **Modifications.** You agree that we have the right to modify parking assignments and regulations during the Lease term if you are provided at least 14 days advance notice of the change and it is made applicable to all residents. If, in our sole judgment, damages to the parking area or building are significant or performance of needed repairs will be impeded by your vehicle, we may terminate your right to the unit with 7 days' notice. We will provide an alternative unit if one is available and will stop charging for it if one is not.
9. **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 as required by law. **We will have no responsibility for loss or damage to vehicles or other property parked or left in a garage or carport whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise.** We are not responsible for pest control in such areas.
10. **Compliance.** We may periodically open and enter garages and carports to ensure compliance with this addendum. In that event, and if you are not present, physical or electronic notice may be provided.
11. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages 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.
12. **Move-out and remedies.** Any items remaining in the garage or carport after you have surrendered, abandoned, or been evicted from the dwelling will be removed or otherwise disposed of according to the lease, our Community Policies or Special Provisions. All remedies in the Lease apply to areas covered by this addendum. Upon ending of the initial term, month-to-month period, or any renewal of the Lease, your failure to return any garage door opener or other remote control device or access fob will result in a charge against you as listed in the Lease.
For the purposes of exercising rights and remedies under the Lease, including but not limited to executing a writ of possession, the parking and/or garage space(s) assigned under this addendum shall be considered part of the leased premises as defined in the Lease.
13. **Special provisions.** _____

Thurman Robinson

Signatures of All Residents

Signature of Owner or Owner's Representative

Texas Apartment Association

LEASE ADDENDUM FOR ACCESS CONTROL DEVICES

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. W1410 in the
Circle Park Operating Newco LLC

Apartments in Houston,
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 \$ _____ 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 \$ _____ 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 \$ 75.00 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 \$ 75.00 deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ 75.00 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 \$ 75.00 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.

Thurman Robinson

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. W1410 in the
Circle Park Operating Newco LLC
- 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 not permitted

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least _____ 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.

Thurman Robinson

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR WASHING MACHINE AND DRYER

- 1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. W1410 in the
Circle Park Operating Newco LLC
- _____ Apartments in Houston,
Texas OR
the house, duplex, etc. located at (street address) _____ in _____, Texas.
- 2. Use of Appliances.** You (as residents) have permission from us (as owner) to install and use (*check all that apply*):
 a washing machine and/or a dryer in the dwelling unit described above, subject to the conditions in this addendum.
Please remember that we do not select your washing machine or dryer, install them, maintain them, or use them. You are in the best position to prevent water, fire, smoke or other damage caused by: (1) a defective washing machine or dryer; (2) a washing machine or dryer accident; or (3) improper installation, maintenance or use of a washing machine or dryer.
- 3. Conditions.** If your washing machine and/or dryer leaks, floods, causes a fire, causes smoke damage, or otherwise malfunctions or is misused, it can cause a lot of problems and a lot of damage to your unit and other units, as well as damage to your personal property and personal property of residents in other units. For these reasons, your right to install and use a washing machine and/or dryer in your unit is subject to the following conditions. You automatically agree to those conditions when connecting or using a washing machine and/or dryer in your unit.
- 4. Installation.** You should be especially careful in your choice of a washing machine and/or dryer and in their installation, maintenance and use—just as if it were in your own home. You and all other residents, occupants, and guests in your unit must follow manufacturer's instructions for the washing machine and/or dryer's installation, maintenance, and use. Installation must be done by a professionally qualified person or company approved by us. We recommend that you have it professionally installed.
- 5. Responsibility for damage.** You agree to assume strict liability for all damage to your unit and to other units and to personal property in your unit and other units if the washing machine and/or dryer leaks, floods, malfunctions or is misused, or in any other way causes damage—unless it is caused by us or our management company, or acts of God to the extent they couldn't be mitigated by your action or inaction. That means you will be responsible for costs of removing water from carpets, replacing permanently damaged carpets, repainting, and any other repairs or damages to your unit and to other units, as well as damage to personal property in your unit and other units if, among other things:
- the water or dryer vent hoses break or leak; or
 - the water or dryer vent hoses were incorrectly connected or did not have protective washers in the connections; or
 - the washing machine and/or dryer was overloaded, causing it to malfunction; or
 - the washing machine and/or dryer leaks or malfunctions for any other reason.
 - the owner's insurance may not cover such damages, and the owner is under no obligation to have insurance that does cover such damages.
- 6. New hoses.** When installing the washing machine, you must use new hoses since bursting or leaking hoses are the most common cause of water damage. Stainless braided water hoses are recommended. Similarly, you should use a new dryer vent hose when installing your dryer.
- 7. Inspection.** You must not use the washing machine and/or dryer until management has inspected the installation. Such inspection does not relieve you of liability in the event of water, fire, smoke or other damage from your washing machine and/or dryer.
- 8. Maintenance.** You will have the sole responsibility for maintaining your washing machine and all related hardware. Such maintenance must include, but is not limited to, regularly cleaning lint from your dryer's lint trap.
- 9. Insurance.** At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from your washing machine or other causes. Similarly, it must provide coverage for fire or smoke damage from your washing machine and/or dryer. It must also provide coverage for any potential liability, due to your fault, for water, fire, smoke or other damage to other units and to personal property of others. You must verify with your agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

Thurman Robinson

Signatures of All Residents

Signature of Owner or Owner's Representative

VALET WASTE RESIDENT LEASE ADDENDUM

Valet trash service will be provided for each resident 5 nights per week (no pick-up excluding Friday, Saturday, and Holidays, or holidays). The cost for trash collection is \$20.00 per month in addition to your monthly rent and is not included in the monthly base rent of the Apartment Lease Contract. A container will be provided to each resident and must be used in conjunction with the valet service.

Containers with bagged trash should be placed outside front door only between the hours of 6pm-8pm. Service will begin at 8pm. All trash must be in bags and securely tied. Bags must be placed inside the container. No trash will be collected without the use of the container. No loose trash will be collected. All boxes must be broken down and flattened.

After collection, residents are required to bring containers inside by **9:00am** the following morning. Containers are the property of the community. It is the responsibility of each resident to keep his or her container clean. There will be a \$50.00 charge to the resident if an additional or replacement container is needed, or if container is not left in the apartment at move-out.

If any resident misses service on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside his or her apartment until the next collection evening.

Containers/trash may NOT be left out for any reason during non-designated times. If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her container will be removed and/or a fine of \$25.00 per bag will be issued. Containers may be returned after a return fee of \$25 is paid and with the resident's thorough understanding of the procedures for the service. If this problem continues beyond that, valet service for that resident will be terminated and disposing of trash will become the resident's responsibility.

By signing this addendum you are stating that you are fully aware of the rules for the valet trash service and the penalties that may be incurred.

Resident(s) Signature(s)

Thurman Robinson

Date: 09/11/2025

Date: _____

Date: _____

Date: _____

Apartment Number: W1410

Owner's Representative Signature:

Title: _____

Date: _____

CONSTRUCTION ACTIVITIES ADDENDUM

- 1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. W1410 in the
Circle Park Operating Newco LLC
- Texas OR _____ Apartments in Houston,
the house, duplex, etc. located at (street address) _____ in _____, Texas.
- 2. Purpose of Addendum.** By signing this Addendum, you acknowledge that existing, ongoing, or future construction on the property may affect your use, view, and enjoyment of such property.
- 3. Acknowledgment of Construction on Property.** You acknowledge that the property, including its common areas and apartments, may currently or in the future, be under repair, renovation, improvement, or construction. We do not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, are not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. You also acknowledge that the repair, renovation, improvement, or construction does not represent a breach of our obligations under the Lease Contract.
- 4. Use of Amenities and Services.** Repair, renovation, improvement, or construction at the property may create conditions where your use of the property's amenities and services may be limited or not available. You agree to observe and follow any signage regarding construction placed on the property by us or our contractors. Various dangers that may be present include potentially harmful chemicals, construction machinery, construction tools, nails, screws, falling debris, and other items that are typically found at construction sites. No sign or form can contemplate or discuss every possible construction issue that could arise on a property, so you acknowledge and agree that you will use your best judgment and common sense to avoid injuring yourself, your animals, or others as you enter or leave the property.
- 5. Noise and Other Disturbances.** Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. You acknowledge that these conditions may create inconveniences that may be beyond our control. You agree that despite these inconveniences, your obligations set forth in the Lease, including payment of rent, will still be in effect.
- 6. No Offset of Rent.** To the extent allowed by state law or local ordinance, you agree that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to offset your rent obligations.
- 7. Delay of Occupancy.** You acknowledge that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond our control. The Lease will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that we provide you the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease under **DELAY OF OCCUPANCY**, and in accordance with applicable state law or local ordinance.
- You knowingly and voluntarily accept the risks of delays and the apartment not being ready for occupancy on the date set forth in the Lease. You agree that our failure to have the apartment ready on the set date in the Lease due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the apartment or entitle you to any other form of credit, discount or other compensation. We agree that rent will not commence under the Lease until possession is delivered to you.
- 8. Displacement.** In the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, shall transfer Resident to another apartment within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent, shall remain in full force and effect.
- 9. Severability.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.
- 10. Release and Waiver of Claims.** *Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury to you, your invitees, your licensees, your occupants, or your guests that results from any condition related to the construction that is occurring on the property. This release is of and from any and all claims, controversies, disputes, actions, demands, causes of action, or liability of every kind and description, known or unknown, at law or in equity, which you or they had in the past, now have, or may hereafter have in the future against us or our management company or either of their agents or employees arising out of or in any way connected, directly or indirectly, with the construction that is occurring on the property.*
- 11. Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Thurman Robinson
Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR PATIO OR YARD MAINTENANCE

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. W1410 in the
Circle Park Operating Newco LLC

_____ Apartments in Houston,
Texas **OR**
the condominium/townhome located at (*street address*) _____ in _____, Texas.

2. Responsibility for area. The apartment or condominium/townhome unit has a fenced or enclosed patio, yard or atrium. Unless we, as owner, expressly assume responsibility below, you, as resident, will perform or pay for yard maintenance of such fenced or enclosed area, as follows:

- You or we will keep the lawn mowed and edged and maintain all plants, trees, shrubs, etc.
- You or we will water the lawn and other vegetation.
- You or we will keep the lawn, flowerbeds, sidewalks, porches and driveways free of trash and debris.
- You are, we are, or no one is obligated to fertilize lawn and plants.

3. Report problems. You must promptly report infestations or dying vegetation to us. You may not modify existing landscape, change any plants or plant a garden without our prior written approval.

Thurman Robinson

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. W1410 at (street address)

15455 Point NW Blvd

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

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

2. **Mutual conservation efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to conserve water and notify us of leaks.
 3. **Your payment due date.** Payment of your water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.
 4. **Previous average.** As required under PUC rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$ 40.55 per unit, varying from \$ 35.46 to \$ 71.69 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 _____ % (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 _____ day of the month to the _____ 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 1 day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.
-

Special provisions:

Thurman Robinson

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 Overtopping 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. W1410 in the
Circle Park Operating Newco LLC

Texas OR
the house, duplex, etc. located at (street address) _____ Apartments in Houston,
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 \$ 10.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ 3.00 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 \$ 0.00 (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.

Thurman Robinson

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. W1410 in the
Circle Park Operating Newco LLC
Apartments in Houston,
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:

- Cable/satellite television
- Stormwater/drainage
- Trash removal/recycling
- Street repair/maintenance fee
- Emergency services fee
- Conservation district fee
- Inspection fee

- Registration/license fee
- Other NHCRWA Fee
- Other TCEQ
- Other _____
- Other _____
- Other _____
- 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 \$ 0.00 (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 \$ 0.00 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.

Thurman Robinson

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR ALLOCATING NATURAL GAS COSTS

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. W1410 in the
Circle Park Operating Newco LLC

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

2. Reason for allocation. When natural gas bills are paid by the property owner, residents have no incentive to conserve gas and heat. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. On the other hand, allocation of gas raises everyone's awareness of the need to conserve gas and heat and to pay attention to the thermostat and heat loss through open doors or windows. It should therefore minimize the necessity for rent increases to cover wasteful practices of other residents regarding heating and gas consumption.

3. Your payment due date. Payment of your allocated gas 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 \$ 0.00 (not to exceed \$3) if we do not receive timely payment. If you are late in paying the gas bill, we may not cut off your gas; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.

4. Allocation procedures. Your monthly rent under the TAA Lease Contract does *not* include a charge for natural gas. Instead, you will be receiving a separate bill from us each month for gas. We may include this item as a separate and distinct charge as part of a multi-item bill.

You agree to and we will allocate the monthly gas bill for the apartment community based on the allocation method checked below.

- 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

5. Common area deduction. Only the total mastermeter gas bill will be allocated. Before the bill is allocated, a deduction of 0 percent will be made to cover estimated gas consumption in any common areas, such as: (1) gas dryers and room heating in laundry rooms; or (2) hot water heating for pools, spas or laundry rooms. Penalties or interest for any late payment of the mastermeter gas bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 1.38 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 natural gas 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 gas bills from the utility company and our calculations relating to the monthly allocation of the gas bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.

Thurman Robinson

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR BOILER MANAGEMENT FEES

Addendum. This LEASE ADDENDUM (the "Addendum"), dated as of 09/11/2025, is made and entered into by and between Circle Park Operating Newco LLC (the "Owner"), and Thurman Robinson (the "Tenant(s)") in connection with that certain lease (the "Lease" for Apartment Number w1410 in the Circle at Point Park Apartments located at 15455 Point NW Blvd, Houston, TX 77095 "Property").

Owner has entered into an agreement with a service provider that will manage and monitor the operation of a natural gas boiler system to provide hot water to tenants. We anticipate that this system will be more reliable and more environmentally friendly than providing apartments with individual hot water heaters. Further, the risks associated with having hot water heaters in every apartment, including potential water leaks, should be reduced.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, Owner and Tenant agree as follows:

The rent under Tenant's Lease does **not** include a charge for the management and monitoring of the boiler system.

Boiler Management Fee. Tenant will receive a monthly bill in the amount of \$_____ for the boiler management fee (the "Boiler Management Fee"). Please note that this fee may be included as a separate line item within a multi-item bill.

The parties agree and acknowledge that the Boiler Management Fee is related only to the servicing, management and monitoring of the Property boiler system and is not, and should not be construed or interpreted to be, a bill or fee related to the distribution, proration, allocation, metering, billing or consumption, or any combination thereof, of any utility services (whether directly metered or submetered), including, but not limited to, electricity, gas, water or wastewater. In the event that Tenant is responsible for paying for any such utility services, Tenant's payment responsibilities will be covered by separate Lease documents.

Payment due date and delivery. Tenant agrees to pay the Boiler Management Fee on or before sixteen (16) days after the date the bill is postmarked or hand delivered to Tenant. Tenant's payment shall be mailed or delivered to the address indicated on the bill.

Late Fees and Remedies. If payment is received after the due date, Tenant agrees to pay a late charge equal to five percent (5%) of the delinquent amount. Owner may also immediately exercise all other lawful remedies, including eviction.

Proration of Boiler Management Fee. Should both the boiler equipment fail and hot

water is not available to the Tenant due to the equipment failure, the Boiler Management Fee will be prorated for each full or partial day hot water is not available to Tenant due to the equipment failure.

Change of Boiler Management Fee. The Boiler Management Maintenance Fee will not be changed unless the Tenant specifically agrees to the fee change as part of a lease renewal. Tenant will receive at least thirty-five (35) days' notice of any Boiler Management Fee change before it takes effect.

Records. Upon reasonable advance notice, Tenant may review the boiler management invoices received by the Property from the Owner's service provider during regular office hours.

Executed to be effective as of the Effective Date written above.

All Tenants on Lease

Thurman Robinson

Owner or Owner's Representative

Name: _____
Title: _____

Addendum for Apartment Homes Under Construction or Renovation

In the event your community is under construction or renovation, resident agrees to observe all warning signs and blockades. Resident agrees to stay away from the construction areas. Construction crews may work throughout the days to complete construction. Resident acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by resident, occupants, guests or invitees is strictly prohibited.

Resident acknowledges that the noise and the inconvenience of such construction in the community may cause minor disturbances to the quiet and enjoyment of the apartment by the resident. Resident further agrees that the amenities, including the clubhouse, pool, or other common areas, may be unavailable for use by resident, occupants, guests and invitees during the period of construction. The resident hereby waives any right to withhold rent due to inconvenience or disturbance of quiet enjoyment of resident's apartment or the inability to use the amenities or common areas or put forward such noise or construction activity as a breach of management's duty pursuant to applicable law.

Although every attempt is made to provide all prospective residents with an accurate guaranteed move-in date, when apartments are under construction there are occasionally delays that are outside the parameters of what we as a management staff can control. Should your selected apartment home be delayed by construction, a representative from your community will notify you as soon as is practicable and present you with an alternate move-in date **or** alternate location within the community if one is available. Please note, no adjustments will be made to the market rate of any apartments and only concessions offered at the time of reservation will be honored.

By signing this agreement you understand that your scheduled move in date is subject to change pending any unforeseen construction issues and/or inclement weather. If you do not wish to agree to the amended commencement date and, assuming we have been unable to deliver possession of the Premises to you as of the original commencement date, you may elect to terminate the entire Lease, without penalty. Your election to do so must be documented in writing and must be received by us within five (5) days following our notice to you.

Additionally, you acknowledge that all advertised amenities may not be fully available until construction of the entire community is completed.

I understand that this community and all of its amenities are currently under construction and that upon move in, the common area amenities, such as the pool, may not be completed.

I understand that management, while making every effort to meet the targeted move-in date, cannot guarantee the move-in dates due to unforeseen delays.

I understand that as an applicant and or resident, I will not be compensated for any unforeseen occupancy delays.

I understand that should I choose to cancel for any reason other than construction delays, all termination charges will apply according the application and lease contracts that I have signed.

Thurman Robinson

Resident

Owner's Representative

Resident

Date

Resident

Resident

LEASE ADDENDUM
PERSONAL LIABILITY INSURANCE REQUIRED

In this document, the terms "you" and "your" refer to all residents signing below; the terms "we," "us," and "our" refer to the owner or owner's representative named in the Lease Contract (not to the Community Manager or anyone else).

1. Addendum. This Addendum is incorporated into the Lease (referred to in this addendum as "Lease Contract" or "Lease" dated 09/11/2025 between Circle Park Operating Newco LLC

(the "Owner") and Thurman Robinson

(the "Resident") for the premises located at 15455 Point NW Blvd #W1410, Houston, TX 77095

2. Insurance Acknowledgment. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your negligent actions or the negligent actions of your occupants or guests, including but not limited to damage caused by fire, smoke, explosion or water damage liability.

3. Required Renters Insurance Policy. You are required to purchase and maintain a renter's personal liability insurance policy which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence through an insurance company or insurance agent authorized to issue insurance in this state. Proof of coverage must be submitted for all leaseholders. Such insurance policies are often referred to as "renter's insurance policies" or "liability-only insurance policies." Most renter's insurance policies contain personal liability coverage and also personal property coverage for your own property. You are only required to have personal liability insurance, however we highly recommend that you obtain coverage for your personal property too. Personal property coverage protects your property in the event of theft, fire or weather-related loss to your property. The required personal liability insurance policy must cover all residents in your unit. The policy must identify Insurance Tracking, P.O. Box 100513, Florence, SC 29502

as a "Party of Interest" or "Interested Party" where the "Party of Interest" or "Interested Party" must be notified within ten (10) days after your insurance company or agent renews, cancels or non-renews your policy. When insurance providers are paperless and only submit communications electronically, they are required to submit policy documents to greystar@assurant.com. Failure to include Insurance Tracking as the "Party of Interest" or "Interested Party" with the above-listed address and/or greystar@assurant.com will constitute a breach of this Lease.

4. Insurance Election. If you choose not to purchase insurance through the carrier of your choice or are unable to secure satisfactory personal liability insurance coverage, you have the option to obtain insurance coverage under an insurance program issued by an insurance carrier we have partnered with. As a resident of this property, you automatically qualify for this coverage with our preferred provider with no underwriting or lengthy application. Participation in this program allows you to conveniently pay the insurance charges with your monthly rent. Following your execution of this Lease, you will be sent a link via email or text message to an online insurance portal where you must either enroll in the insurance program offered by our preferred provider or upload proof of insurance if you already have

insurance or if you decide to purchase the insurance through a carrier or agency other than our preferred provider.

If you choose to participate in this preferred insurance provider's program, you agree that you will be charged monthly with your rent for the amount of insurance premium paid to the insurance company, which amount is subject to change with notice, but shall not exceed the state approved rate for the insurance. The current rate is \$ 14.50 per month. This amount covers the costs of securing personal liability coverage in an amount of \$ 100000.00 and personal property coverage in an amount of \$ 10000.00. The insurance company will issue a certificate of insurance to you that will describe the limits, conditions and terms of the coverage provided. A description of the insurance coverage and the insurance carrier are available by visiting the online insurance portal. If you have questions regarding the insurance program, including other available options, please call (800) 249-1104.

If you decide not to enroll in the preferred insurance provider's program described above, you will be required to upload proof of insurance coverage via the link you receive by email from donotreply.pol@assurant.com or help@updater.com to meet the Lease's insurance requirement. If you do not have access to upload your proof of insurance, you must contact the leasing office and the on-site staff may be able to provide you with an alternative method (e.g. business center computer, iPad, etc.).

5. Freedom of Choice. At all times, you are able to purchase insurance through the carrier or agency of your choice and are not required to purchase insurance through a particular carrier or agency, including the preferred insurance provider. However, the insurance you purchase must meet the Lease's minimum requirements at all times. By signing this Addendum, you consent to the sharing of information with our preferred insurance provider, which includes, but is not limited to, your name, address, lease status/expiration, current renter's insurance policy information, email address and telephone number(s).

6. Subrogation Allowed. You acknowledge that subrogation is allowed by all parties and that this Addendum supersedes any language to the contrary in the Lease. Accordingly, our commercial insurance carrier may make a claim against you for losses it pays as a result of your negligence, and your insurance carrier may make a claim against us for losses it pays as a result of our negligence. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

7. Your Insurance Coverage. By signing this Addendum, you acknowledge that you have purchased (or agree to purchase) the insurance described above or you have agreed to participate in the insurance program. If you purchase insurance through a carrier or agency other than the preferred insurance provider, you must provide proof of insurance via the link you receive by email from donotreply.pol@assurant.com prior to taking possession of the apartment. You further acknowledge that you will keep your insurance policy in-force for the entire term of the Lease. If any material terms of your insurance policy change, you agree to promptly provide proof of the modified policy terms to greystar@assurant.com.

8. Default. Unless otherwise prohibited by law, and subject to any right to cure a default under the Lease, any default under the terms of this Addendum shall be deemed a material default of the Lease, and we are entitled to exercise all rights and remedies under the law. If you fail to supply evidence of such insurance to us on or before the specified date set forth in your notice, we reserve the right to obtain personal liability insurance coverage on your behalf, and to charge you monthly for the amount of the insurance charges paid to the insurance company, which may be subject to change with notice, but shall not exceed the state approved rate for the insurance. The amount is currently \$ 10.75. This is an insurance program provided to us by an insurance company we have partnered with and provides \$ 100000.00 in personal

liability insurance to you but **does not include any personal property coverage to protect your property from any loss or damage, including but not limited to from theft, fire or weather.** You may cancel your participation in this insurance program at any time if you purchase your own personal liability insurance policy or renter's insurance policy and provide proof of coverage to greystar@assurant.com. Upon your enrollment in the insurance program set forth in this paragraph, the insurance company will deliver you an insurance certificate evidencing and describing the coverage.

9. 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 Contract is not required by any law. Your obligation to provide insurance stems solely from the Lease Contract.
- 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. Renters liability insurance is recommended, not required for resident participating in regulated affordable housing programs under this addendum. Resident will not be charged or placed on any insurance program offered by the Owner unless requested and agreed to by Resident.
- e. The insurance required by the Lease is not an attempt to limit our liability for our own negligence or your liability for your own negligence.
- f. CAS Insurance Agency, LLC, a licensed insurance agency and affiliate of property manager, may receive compensation on policies issued by the preferred insurance provider for administrative, brokerage or marketing support. Owner may be receiving compensation or other payments from CAS Insurance Agency, LLC or one of its affiliates where permitted by law.
- g. 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.

- h. **You understand that the personal liability insurance coverage set forth in paragraph 8 may cost more than similar insurance you can purchase on your own and will only cover you for your own liability for injury, loss or damage caused by you (or, in some cases, your occupants or guests) to others and DOES NOT INCLUDE COVERAGE FOR PERSONAL INJURY OR LOSS OR DAMAGE TO YOU OR YOUR PERSONAL PROPERTY. THE PERSONAL LIABILITY INSURANCE DESCRIBED IN PARAGRAPH 8 IS LIMITED IN SCOPE AND MAY NOT FULLY PROTECT YOUR INTERESTS.**
- i. You agree that you have not received any oral representations from Owner or any representative of Owner which are inconsistent with or not contained in the Lease Contract, the addenda attached to the Lease Contract, or in the Rules and Regulations. If you have received any such oral representations, you agree that you did not rely on them to decide to enter in the Lease Contract or this Addendum.
- j. You must refer to the actual insurance policy or certificate for a complete description of the coverage, as this Addendum only provides a general summary. If you have an annual renter's insurance policy and decide to switch to the insurance program offered by our preferred insurance provider, please compare the terms of coverage between the two policies, as not all policies are the same and coverage may differ.
- k. By signing this Addendum, you consent to receive communications from the insurance company via email, text, or other electronic means with respect to insurance related matters. You may withdraw your consent to receive electronic communications at any time by following the unsubscribe options in the email. It's your responsibility to provide us with an accurate email address and to promptly update any changes by contacting the leasing office.

By signing below, you acknowledge and agree to be bound to the terms of this Addendum.

Resident

[All residents must sign here]

Thurman Robinson

Landlord/Property Manager

Signature

Date