



## Intent to Lease & Understanding of Leasing Policy Sterling Heights

10/28/2019

Dear Nathaniel D Moore,

Thank you for choosing Sterling Heights as your home for the upcoming school year! We look forward to having you join our community and ensuring the best possible balance of your academic and social lives.

By signing this document as part of your leasing packet, **you understand you are signing a legally binding contract**. You are also confirming your intent to live at Sterling Heights for the term of 11/01/2019 to 07/15/2020, and acknowledge Sterling Heights cannot guarantee unit, bedroom, or roommate preferences, only the floor plan for which you signed.

This is a legal agreement which outlines understood terms between the property, Sterling Heights, and you as a future resident. It is an enforceable legal agreement per the terms outlined on the first page of the lease.

We understand that circumstances change and in the event you do not plan on moving into Sterling Heights once your lease has been signed, it is important you understand the obligations of this lease agreement. Our team is here to help, but we cannot assist if you do not communicate your plans with us. Not returning emails, phone calls, or text messages does not resolve the issue, as your signed lease is now a legally binding contract.

### Our Relet Policy

**You have the option of reletting your bed space.** Although you cannot terminate the lease agreement because your circumstances have changed, you do have the option of reletting your bed space. Again, it is important you communicate with our team. We may have a floor plan-specific waitlist available for you to reference and can also provide contact information for your future roommates, to help with reletting your bed space.

### Our No-Show Policy:

If you do not move in at the start of your lease, you are still responsible for the total rent due for your lease term. Informing us of your intention not to move-in does not absolve you of the terms of your lease agreement. You still have the option to re-let your bed space after the lease start date.

In the event you do not move-in, do not find a relet for your bed space, and do not make your monthly installment payments, your account – and those of your guarantor(s) – may be sent to a collections agency.

Thank you again for choosing Sterling Heights as your future home. We are happy to answer any question about the terms of your lease at any time.

Sincerely,

The Sterling Heights Leasing Team



**RESIDENT LEASE AGREEMENT**  
**Sterling Heights**



**THIS IS A BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING.**

RE: Resident Lease Agreement dated 10/28/2019 (the "Lease"), between Nathaniel D Moore ("Resident") and Sterling Heights ("Owner") for Non-Exclusive Unit Common Area and Exclusive Space at Owner's apartment community generally located at 15655 Market Hill, San Antonio, Texas 78256. ("Resident" shall sometimes also be referred to as "your" or "you") ("Non-Exclusive Common Area" and "Exclusive Space" shall be collectively referred to as "Unit").

This Resident Lease Agreement and all other applicable addenda executed by the Resident (hereinafter referred to collectively as "Lease") is made and entered into by and between Sterling Heights (the "Owner") and Nathaniel D Moore ("Resident", whether one or more). For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Lease - Unit.** Owner hereby reserves and leases to Resident and Resident hereby leases from Owner both a non-exclusive Unit Common Area and an Exclusive Space preferably situated in a **D1** floorplan, or a substantially similar floorplan, described in further detail herein Section 5 below at Owner's apartment community generally located at 15655 Market Hill, San Antonio, Texas 78256 (collectively, "Unit"). Upon execution of the Lease by all parties, Owner will remove a Unit Space from its available leasing inventory. On or before the beginning of the Lease term as set forth herein below in Section 2, Resident will be assigned to a particular Unit and Exclusive Space.
2. **Term.** The initial term of this Lease begins **11/01/2019** ("Commencement Date"), and ends at noon on **07/15/2020** (the "Ending Date"). Resident shall completely vacate the Unit by the Ending Date unless, prior to the Ending Date, Resident and Owner have executed another lease with a term commencing after the Ending Date for the same space. The Lease ends on or before the Ending Date and DOES NOT automatically renew on any basis. Resident must surrender possession of the Unit on or before the Ending Date. Excepting 11/01/2019 through 07/15/2020, Owner retains exclusive rights of possession of Unit to lease to third-parties and Owner may retain all such proceeds for same. Resident's rights to possession are only from 11/01/2019 to 07/15/2020. Acceptance of any rent beyond the Term of the Lease or Ending Date shall not permit Resident to remain in the Unit beyond the Term.

In the event that a new Resident Lease Agreement is not executed, and Resident has not vacated the Unit on or before the Ending Date, Resident will automatically and immediately become a holdover resident pursuant to Texas Law and Owner is entitled to recover from Resident holdover rent in advance on a daily basis in an amount of (i) One Hundred Dollars (\$100.00) per hour for the first forty-eight (48) hours of holding-over and (ii) thereafter one hundred twenty-five percent (125%) of the monthly rental payment along with all fees and all rent for the full term of any Resident Lease Agreement already executed for the next succeeding term for the Unit. Payment of full amounts does not entitle Resident to possession of the Unit. In addition to the amounts set forth in this Paragraph, Owner also has the right, but is not obligated to, proceed with a lawsuit under applicable law against Resident to recover possession of the Unit.

3. **Rent and Related Charges**

- (a) The Base Rate, and any additional fees, taxes, or charges payable by the Resident will be referred to as "Rent". The Total Rent due for this Lease Term is **\$8,388.00** and Rent will be due and payable in 12 equal installments, without offset or deductions. Resident agrees to pay Rent as outlined below:

Due Date (on the 1 <sup>st</sup> of Each Month):	Installment Amount
August 1, 2020	\$699.00
September 1, 2020	\$699.00
October 1, 2020	\$699.00
November 1, 2020	\$699.00
December 1, 2020	\$699.00
January 1, 2021	\$699.00
February 1, 2021	\$699.00
March 1, 2021	\$699.00
April 1, 2021	\$699.00
May 1, 2021	\$699.00
June 1, 2021	\$699.00
July 1, 2021	\$699.00

Resident's right to possession of the Unit begins on 11/01/2019 and ends on 07/15/2020. **Regardless of when Resident takes possession of the Unit, the first installment is due, in full, on or before August 1, 2020 and each subsequent installment is due on or before the first day of each respective month.**

The Total Rent only includes water, internet service, sewer, and furniture. Electricity is the sole responsibility of the Resident, as outlined in Section 8. Each such installment of the Total Rent may include additional recurring charges including, but not limited to Parking Fee, Pet Rent, applicable sale taxes, or other fees. (The installment amount and any additional recurring charges are referred to herein as "Rent").

- (b) The total amount indicated above is to be deemed "Rent" for the Unit. All Rent payments must be paid on the 1<sup>st</sup> of the month, including the first (1<sup>st</sup>) installment to be paid on or by 08/01/2020. All remaining installments of Rent must be paid by Resident on or before the first (1<sup>st</sup>) day of each subsequent calendar month without a grace period, in advance and without demand or offset to Owner's representative at the property's management office or at such other place as Owner designates until all Monthly Installments of Rent have been paid in full.
- (c) **Green Fee.** In addition to Rent, on or before the start of the Lease term, Resident must pay a one (1) time, non-refundable Green Fee of \$100.00 per Lease term upon the execution of this Lease. The Owner's apartment community has been designated with Leadership in Energy and Environmental Design ("LEED") certificate by the U.S Green Building Council. LEED certification provides independent verification of a building's green features. More specifically, LEED certificates are given to properties which are resource-efficient, high-performing, healthy, and cost-effective. This Green Fee helps to offset and reimburse Owner for costs and expenses related to the increased burden on Owner to achieve and maintain LEED certification. These costs and expenses include, but are not limited to, increased design, maintenance, construction, operation, and implementation costs as well as costs related to preparing necessary paperwork, setting up a file for Resident, and other costs. Should Resident renew Resident's Lease at the expiration of the Term, Resident will be required pay another Green Fee as defined in a future Lease or Lease Renewal. Owner will use its best efforts to maintain its LEED certification, but Owner does not guaranty the LEED Certification for the entire term of the Lease. There will be no offset or credit provided to Resident should this LEED Certification change after collection of the Green Fee. Resident agrees that this Green Fee is reasonable.
- (d) **Valet Trash Annual Fee.** In addition to Rent, on or before the start of the Lease term, Resident must pay a one (1) -time non-refundable Valet Trash Fee of \$120.00 upon the execution of this Lease. The Valet Trash Fee reimburses Owner for the expenses and costs related to its daily valet trash service during the Lease term. Should Resident renew Resident's Lease at the expiration of the Term, Resident will be required pay another Valet Trash Annual Fee as defined in a future Lease or Lease Renewal. Resident agrees that this Valet Trash Fee is reasonable.
- (e) **Payments.** Unless otherwise provided by applicable law, Resident's obligation to pay Rent is an independent covenant and not conditional upon the performance by Owner or Owner's responsibilities under this Lease. Unless otherwise provided by applicable law, Rent may not be withheld for any reason. Unless otherwise required by applicable law, Resident must make rental payments online via ACH, credit, or debit card through the Resident Portal, as determined by Owner. No cash, personal checks, or money orders will be accepted. At any time, unless otherwise prohibited by applicable law, Owner must have the right, but not the obligation, to require Resident to pay Rent only by cashier's check or money order. Rent is deemed to be the monthly obligation of Resident. When we receive money, other than water payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. After the due date, we do not have to accept any payments.
- (f) **Late Fees.** If any Rent is not paid by the third (3<sup>rd</sup>) day of the month, Resident will pay an initial late charge of 5% on the fourth (4<sup>th</sup>) day of the month and then 0.5% each day for ten (10) days to a maximum of 10%. Rent is delinquent until Rent is paid in full. Resident will also pay a \$35.00 charge for each returned check. Resident agrees that the Late Fees are liquidated damages representing a reasonable estimate of the value of our time, inconvenience, and overhead associated with collecting late rent (but are not for attorney's fees and litigation costs).

4. **Security Deposit.** As security for the performance of this Lease, Resident shall deposit with Owner the sum of \$0.00 (the "Security Deposit"). Should charges be made against the Security Deposit during the term of this Lease because of breakage or other damages to the Unit, Resident agrees, after notice, to deposit such additional amounts as may be required to restore the Security Deposit to the original amount. When the Unit is vacated, Resident has turned in all keys for the Unit, Resident has provided a written forwarding address, and after inspection by Owner, the Security Deposit shall be refunded to Resident, less any lawful charges, including but not limited to, Rent, other amounts due under this Lease or any reasonable charges for cleaning and damages to the Unit (beyond reasonable wear and tear), PROVIDED RESIDENT VACATES THE UNIT ON OR BEFORE THE EXPIRATION OF THIS LEASE AND PROVIDED FURTHER THAT RESIDENT HAS FULFILLED ALL OF THE PROVISIONS OF THIS LEASE, INCLUDING THE COVENANT TO OCCUPY THE UNIT AND PAY RENT FOR THE FULL TERM OF THIS LEASE. Notwithstanding any other provision in this Lease, Resident may not withhold payment of any portion of the last month's Rent on grounds that the Security Deposit is security for unpaid Rent.

- (a) **Refund:** Subchapter C of Chapter 92 of the Texas Property Code governs the obligations of the parties regarding the Security Deposit. **Notice: The Texas Property Code does not obligate the Owner to return or account for the**

**Security Deposit until thirty (30) days after Resident surrenders the Unit (vacating and returning all keys and access devices) and gives Owner a written statement of Resident's forwarding address.**

(b) Deductions: Owner may deduct reasonable charges from the Security Deposit, including but not limited to: (i) unpaid or accelerated rent; (ii) unpaid fees; (iii) late charges; (iv) unpaid utilities; (v) unreimbursed service charges; (vi) cleaning, deodorizing, damages, and repairs to the Unit or its contents; (vii) pet violation charges; (viii) cost of repairs for which Resident is responsible; (ix) **COSTS OF REPLACING UNRETURNED KEYS**, garage door openers or other access devices; (x) the removal of unauthorized locks or fixtures installed by Resident; (xi) pest control if required; (xii) insufficient light bulbs; (xiii) packing, removing, and storing abandoned property; (xiv) removing abandoned or illegally parked vehicles; (xv) costs of reletting, including brokerage fees; (xvi) attorney's fees and costs of court incurred in any proceeding against Resident; (xvii) any fee due for early removal of an authorized key box; (xviii) any **COSTS INCURRED BY THE OWNER TO REKEY A SECURITY DEVICE IF RESIDENT VACATES THE UNIT IN BREACH OF THE LEASE**; and (xix) other items provided by this Lease. If deductions exceed the Security Deposit, Resident will pay to Owner the excess within ten (10) days after Owner makes demand. The Security Deposit will be applied first to non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, if any, then to any unpaid rent. Upon move-out, Resident will thoroughly clean Unit and return it to the condition it was in at move-in. In the event Resident fails to move into the Unit, Owner is entitled to keep the entire security deposit as his liquidated damages incurred from removing the Unit from the market.

5. **Description of Unit**. The "Exclusive Space" is more particularly identified on the floorplan attached hereto as Exhibit "A." The Exclusive Space must be exclusively for the use and occupation of Resident. Provided, however, in the event that there are two beds within an Exclusive Space, Resident acknowledges that: (i) Resident has the right to use the bed identified as Resident's bed on Exhibit "A"; and (ii) Resident will occupy the Exclusive Space with another resident and be jointly and severally responsible with the other resident for any damages to the Exclusive Space. The Resident has the non-exclusive right to use the areas and amenities located within the "Unit Common Area." Both the Resident and the other Roommates, as defined below, of the Unit, all have equal rights to use of the areas and amenities in the Unit Common Area. The Exclusive Space together with the Unit Common Area, is comprised of and referred to collectively as the "Unit." The term "Premises" is defined as the Unit along with the general common areas of the apartment community including the leasing office, parking areas, swimming pool, community room, exercise room, business facility, pet areas, driveways, sidewalks, and other areas and amenities used by all residents. In the event the Exclusive Space or the Unit are not assigned to Resident as of the date Resident executes this Lease, Resident acknowledges that the blanks next to these terms will be filled in at a later date in accordance with this provision. Resident represents that Resident will sign a new or modified lease upon Owner's request, upon the same terms stated herein which identifies the Exclusive Space and Unit. In the event Resident fails to sign a new or modified lease as provided herein, Resident agrees that Owner has the right to identify such Exclusive Space and Unit in a new or modified lease and that such designation shall be incorporated in this Lease as if Resident has signed this Lease identifying such Exclusive Space and Unit.

The persons occupying the other exclusive spaces within the Unit is individually and collectively referred to as the "Roommate" or "Roommates". All Roommates and Resident have the nonexclusive rights to occupy the Unit Common Area and use the amenities, personal property and improvements located within Unit Common Area including the refrigerator, dishwasher, stove, sink, cooking surfaces, storage, television, furniture, etc. Resident acknowledges that OWNER HAS THE RIGHT TO ASSIGN A ROOMMATE TO ANY VACANT EXCLUSIVE SPACE IN THE UNIT BEFORE OR DURING THE TERM OF THIS LEASE WITHOUT NOTICE and that Resident's right to occupy the Unit Common Area is only as a co-occupant with the Roommates whom have executed separate Resident Lease Agreements with Owner to occupy the Exclusive Space and the Unit Common Area of the Unit. Resident acknowledges that whether or not the Roommates have been selected by Resident or by the Owner, the Owner is not responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates.

6. **Notice**. Resident represents that Resident has provided Resident's current electronic mail address to the Owner and will notify the Owner in writing in the event that Resident's electronic mail address changes for any reason. Notice by Owner to Resident for any reason under this Lease is proper if given by any method allowed by applicable law or by first class mail, certified mail with return receipt requested, overnight delivery or by hand delivery to the Unit or the Exclusive Space or to Resident at the address of the Unit. Notice is also proper, if permitted by applicable law, by telefax to a telefax number provided by Resident or by electronic mail at the electronic mail address provided by Resident. Unless applicable law provides otherwise, notice is considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery or hand delivered to Resident at the address of the Unit or the date such notice is telefaxed or electronically mailed. Notice by Resident to Owner shall be given by:

\_\_\_\_\_  
With a courtesy copy to:

7. **Permitted Use**. Resident must occupy and use the Exclusive Space and Unit Common Area during the term of this Lease solely for residential purposes. Only Resident, Roommates and Owner authorized guests are entitled to occupy the Unit. An overnight guest may not stay in the Exclusive Space and Unit Common Area more than three (3) consecutive nights and no

more than 6 nights in any one month. Resident is not allowed to use or allow a guest to use an empty exclusive space within the Unit or another unit. If Owner determines that Resident or Resident's guest is using an empty exclusive space or unit common area in another unit, then Owner, at its sole option, shall be entitled to charge additional Rent to Resident for the use of the empty exclusive space or unit common area by Resident or Resident's guest..

8. **Utilities and Services.** Resident must pay for all utilities or services not included in the Rent, including, but not limited to, additional cable service, telephone service, internet service, water and sewer service and gas and electricity service. All utilities and services must be used for ordinary household purposes only. Resident must not allow any of the utilities to be cut off for any reason. To the extent allowed by law, Owner may select electricity service provider for the Unit including the Exclusive Space and Unit Common Area. Owner will remain the customer of record for the electric utility. The local electric utility provider measures utility usage in each apartment unit and bills Owner directly for such charges. Electric charges for each unit will be divided by the number of days each bed was leased in each unit to come up with each resident's charge. Each bill will include a monthly service fee of \$4.50 in addition to the utility charges. This monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Owner for providing billing services. Resident agrees that Owner may estimate any and all utility charges above upon Resident's move-out (or at any other time) and such amounts shall be deemed final. The billing methods described herein may be changed by Owner by providing Resident with 30 days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

Resident shall pay for electric service based on the apartment unit's consumption measured by a submeter. Specifically, an apartment unit's measured consumption will be multiplied by a rate based on the utility provider's rate and, or, bill. The apartment unit's cost will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge. Any electric usage attributed to the common areas will be the responsibility of the Owner, not the Resident.

The bill will be sent to Resident by Conserve, a third-party billing provider. Resident acknowledges that the billing provider is not a public utility. Any disputes related to the computation of Resident's bills will be between the Resident and the Owner.

#### **Specific Utility of Service**

<b>Electricity</b>	<b>Resident's Responsibility</b>
<b>Water</b>	<b>Owner's Responsibility included as Rent</b>
<b>Wastewater</b>	<b>Owner's Responsibility included as Rent</b>
<b>Stormwater/drainage</b>	<b>Owner's Responsibility included as Rent</b>
<b>Internet Service</b>	<b>Owner's Responsibility included as Rent</b>
<b>Cable/Satellite</b>	<b>Resident's Responsibility</b>

9. **Prohibited Conduct.** Resident and/or Resident's guest(s) must fully comply with all apartment and community guidelines or policies furnished to Resident or other rules and regulations posted on the Unit. Resident agrees that Resident or Resident's guests must not: (a) be loud, obnoxious, disorderly, boisterous, or unlawful; (b) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the Unit or the apartment community including the Owner's employees and agents of Owner (including, but not limited to directing profanity or yelling at employees); (c) disturb or disrupt the business operations of the Unit or apartment community; (d) engage in or threaten violence against others ; (e) display, discharge, or possess a gun, knife or other weapon on the Premises in a way that may alarm others; (f) possess, sell or manufacture illegal drugs or drug paraphernalia; (g) operate a business on the Premises; (h) bring or store hazardous materials on the Premises; (i) damage or soil any portions of the Premises; (j) be involved in or commit criminal activity whether or not on the Premises and whether or not arrest occurs; (k) store anything in the closets containing gas appliances; (l) tamper with utilities or telecommunications; (m) tamper with utilities or telecommunications; (n) throwing any items over balconies; (o) use windows for entry or exit; (p) heat the apartment with gas-operated cooking stove or oven; or (q) make bad-faith or false allegations against us or our agents to others.

Additional prohibited conduct includes the following:

- i. Using windows for entry or exit; heating the apartment with a gas operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others. Engaging in any of these activities are considered a breach of the Lease; and,
- ii. Resident and his/her guests will not engage in or permit apartment to be used for criminal activity, including drug related criminal activity and will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on, or near, the community. It is Resident's responsibility, NOT Owner's responsibility, to notify the proper authorities if you suspect a roommate or guest is engaged in illegal activities. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations. Violations of the above, are be considered a material violation of the Lease and may be cause for termination of tenancy but does NOT release you from your financial obligations under the Lease.

Release of Resident. If Resident should be suspended or expelled by an educational institution, Owner has the right to terminate the Lease with no liability to Resident. Within ten (10) days of Resident being suspended or expelled, Resident must provide Owner with written notice Resident has been suspended or expelled.

10. **Limitations on Conduct and Use of Unit.** The Unit and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and other common areas. You, your occupants, or guests may not anywhere in the Unit or in the apartment community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child-care services) in the Unit or in the apartment community is prohibited, except that a lawful business conducted at home by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Unit for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct, time of all movers and delivery persons; and (3) recreational activities in Common Areas.
11. **Care of Unit Common Areas and Exclusive Space.** Resident must maintain and keep clean the Exclusive Space and the Unit Common Area. Owner has the right to inspect the entire Unit including the Exclusive Space at any time without prior notice. Owner is authorized to take photographs of the Unit. In the event that Resident fails to keep the Exclusive Space and the Unit Common Area in a good and clean condition, Owner may charge Resident a reasonable cleaning fee. Trash must be disposed of only in appropriate receptacles. In the event that trash is not disposed of in appropriate receptacles, Owner may assess Resident a twenty-five dollar (\$25) trash fee for each trash bag not placed in an appropriate receptacle. Resident will be liable for and must pay all costs and expenses of repairs for damages to the Exclusive Space, Unit Common Area or the Premises (reasonable wear and tear excepted) including, but not limited to, replacing or repairing all broken or damaged furnishings, furniture, fixtures, or damage to walls, ceilings, floors, carpets, doors or windows. If Owner is unable to determine whether damages to the Unit Common Area were caused by Resident or Resident's guests, or the Roommates or Roommates' respective guests, Owner is entitled to assess damages and costs of repairs equally to the Resident and Roommates, regardless of fault.
12. **Delay of Occupancy.** Resident acknowledges that Owner's ability to provide the Exclusive Space and Unit in a timely fashion will depend on the availability of the Exclusive Space and the Unit and that, even though the previous resident or roommates residing in the Exclusive Space or the Unit, respectively, may be scheduled to move out, such resident or roommates, as the case may be, may not move out in a timely fashion. If actual commencement of occupancy of the Exclusive Space or Unit is delayed, either by construction, repair, make ready, or holdover by a prior resident, Owner will not be liable for damages by reason of such delay, but the rental will be abated per diem, and pro-rata, during the period of delay. The per diem rate under this provision will be calculated by multiplying the monthly installment identified in Section 3 herein above by twelve (12) and dividing by three hundred sixty-five (365) days. Such delay has no affect any of the other terms of this Lease. If Resident does not move in once the Exclusive Space and Unit are ready, to the fullest extent allowed by applicable law, Owner may sue to enforce this Lease and apply any deposits or monies of Resident in possession of Owner to damages and costs of reletting.
13. **Condition of Unit Common Areas and Exclusive Space.** A Move-In Inventory/Condition Form will be provided to Resident at the time that Resident moves into the Exclusive Space and Unit Common Area. Resident acknowledges that the Unit may not be a new unit, but has been made-ready for Resident's use and occupancy and that the condition of the Exclusive Space and Unit Common Area will not be the same as the condition of any model exclusive space and unit which Resident may have previously toured. Resident acknowledges that unless Resident notifies Owner within 24 hours after Resident begins occupancy in the Exclusive Space and Unit Common Area of any problems with the Exclusive Space and Unit Common Area, the Exclusive Space and Unit Common Area will be considered in good and acceptable condition. Unless otherwise prohibited by law, all maintenance requests must be in writing. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE UNIT OR THE PREMISES, THE EXCLUSIVE SPACE, THE UNIT COMMON AREA OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, LOCATED THEREIN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.

In the event that the Unit or the apartment community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas. Construction crews may work throughout the days to complete construction. Areas of construction will have machinery and equipment to be used by authorized personnel only and entry into these areas by Resident, occupants of the Premises or their respective guests is strictly prohibited.

14. **Mold and Catastrophic Events.** Resident acknowledges that, at the commencement of Resident's occupancy of the Exclusive Space and Unit Common Area, Resident has inspected the Exclusive Space and Unit Common Area and has found the Exclusive Space and Unit Common Area to be free of mold and mold related conditions which may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors in the Exclusive Space or Unit Common Area or discoloration or staining in the sheetrock or any wood, at any time during Resident's

occupancy, Resident shall immediately provide written notice to Owner of any such condition. Resident acknowledges that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (a) excessive moisture can collect from a wide variety of sources; (b) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (c) insufficient drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident is responsible for: (a) promptly reporting to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (b) keeping all areas of the Unit clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (c) being attentive to washing machine leaks, overflows or spills; (d) maintaining proper ventilation of the Exclusive Space and Unit Common Area; (e) preventing conditions that are conducive to mold growth; and (f) controlling humidity and moisture levels through proper operation of the air conditioning and heating systems and plumbing fixtures. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from Resident's failure to maintain (or provide written notice to Owner within 24 hours of noticing any condition in) the Exclusive Space and Unit Common Area in accordance with this provision.

- 15. Resident's Remedies.** In certain circumstances where there is a condition in the Unit which materially affects the physical health or safety of an ordinary resident and ALL other requirements, under Section 92.056 of the Texas Property Code are met by Resident, Resident may have the following statutory remedies available:

- (a) **Pursuant to Section 92.056 of the Texas Property Code, Resident may be permitted to terminate the Lease**; or,  
(b) **Resident may also exercise other statutory remedies under Section 92.0561 of the Texas Property Code.**

- 16. Default by Resident.** Resident will be considered in default of the Lease if: (a) Resident fails to pay Rent or other lawful charges when due; (b) Resident moves out of the Exclusive Space prior to the expiration of the term of this Lease; (c) Resident gives false information on any application for rental; (d) Resident or guests fail to comply with any other term, covenant or condition of this Lease or the Apartment and Community Guidelines; (e) Resident abandons the Exclusive Space; (f) Resident or guests violates any fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (f) Resident or guests, in bad faith, make an invalid complaint to an official or employee of a utility company or the federal, state or local government or governmental agency; or (g) Resident or guests engage in any of the prohibited conduct described in Section 9 of this Lease. If Resident is in default, Owner may pursue any rights or remedies provided by this Lease or applicable law, including legal action for lease termination, possession, damages, rent, and all other moneys due. In addition to the foregoing, in the event Resident defaults under this Lease, to the fullest extent allowed by applicable law, Resident will be liable for any court costs and reasonable attorney's fees incurred by Owner to enforce this Lease plus interest on all unpaid amounts at the maximum rate of legal interest from the due date until paid. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's credit record. Resident hereby authorizes Owner or Owner's agents to obtain and hereby instructs any consumer reporting agency designated by Owner or Owner's agents to furnish a consumer report under The Fair Credit Reporting Act to Owner or Owner's agents to use such consumer report in attempting to collect any amounts due and owing under the Lease or the Guaranty or for any other permissible purpose. Unless otherwise provided by law or unless Owner agrees in writing, Resident has no right to be released from the obligations contained in this Lease, including a situation in which Resident fails to obtain a required signature of a guarantor on a Guaranty of Resident's obligations.

- i. **Suspension or Expulsion.** If Resident is suspended or expelled by an educational institution, Owner has the right to terminate the Lease with no liability to Owner. Regardless of Owner's termination, Resident remains fully liable for all sums due under the Lease. Within ten (10) days of Resident being suspended or expelled, Resident must provide Owner with written notice Resident has been suspended or expelled.
- ii. **Notice to Vacate / Eviction:** If Resident defaults or holds-over the Unit, the Owner may terminate Resident's right of occupancy by delivering to the Resident at least a twenty-four (24)-hour written notice to vacate. Notice may be given by all permissible methods under Section 24.005 of the Texas Property Code, including, but not limited to the following methods: (i) regular mail; (ii) certified mail, return receipt requested; (iii) personal delivery the Resident or an Occupant over sixteen (16) years old; (E) affixing the notice to vacate to the inside of the Unit main entry door; and/or securely affixing the notice to the outside of the Unit main entry door as allowed by law.

A notice to vacate delivered by mail as the only delivery method will be considered delivered on the earlier of actual delivery, or three (3) days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage.

- iii. **No Waiver.** Termination of Resident's possession rights or a later reletting does NOT release Resident from liability for future rent or other Lease obligations. After giving notice to vacate or filing an eviction suit, the Owner may still accept rent or other sums due; the filing or acceptance of funds, does not waive or diminish the Owner's right of eviction or any other contractual or statutory right.

- iv. **Acceleration of Rent.** If Resident breaches and Owner terminates this Lease, all rents which are payable during the remainder of this Lease or renewal period will be accelerated without notice or demand and will be immediately due and payable. If Resident breaches and the Owner terminates this Lease, Resident will be liable for: (a) the accelerated rents; (b) Owner's cost of reletting the Unit including brokerage fees, advertising fees, and other fees necessary to relet the Unit; (c) repairs to the Unit beyond normal wear and tear; (d) all Owner's costs associated with eviction of Resident, such as attorney's fees, court costs, and prejudgment interest; (e) all Owner's costs associated with collection of rent such as collection fees, late charges, and returned check charges; and (f) any other recovery Owner may be entitled to by law. Owner will attempt to mitigate any damage or loss caused by Resident's breach by attempting to relet the Unit to acceptable Residents and reducing Resident's liability accordingly. Unpaid rent and unpaid damages are reportable to credit reporting agencies.

AFTER THE OWNER'S ISSUANCE OF A NOTICE TO VACATE OR FILING AN EVICTION LAWSUIT, OWNER MAY STILL ACCEPT RENT OR OTHER SUMS DUE WITHOUT WAIVING RIGHTS TO CONTINUE WITH EVICTION; IN OTHER WORDS, THE FILING OR ACCEPTANCE EXPRESSLY DOES NOT WAIVE OR DIMINISH OWNER'S RIGHT OF EVICTION OR ANY OTHER CONTRACTUAL OR STATUTORY RIGHT.

17. **Contractual Lien and Abandonment.** ALL PERSONAL PROPERTY OF RESIDENT IN THE UNIT EXCEPT PROPERTY STATUTORILY EXEMPT BY SECTION 54.042 OF THE TEXAS PROPERTY CODE) IS SUBJECTED TO A CONTRACTUAL LIEN TO SECURE PAYMENT OF DELINQUENT RENT. IN ORDER TO EXERCISE CONTRACTUAL LIEN RIGHTS, OWNER'S REPRESENTATIVES MAY PEACEFULLY ENTER UNIT (AND ANY STOREROOMS) AND REMOVE AND STORE ALL SUCH PROPERTY; PROVIDED, HOWEVER, WRITTEN NOTICE OF ENTRY MUST BE LEFT AFTERWARD IN THE UNIT IN A CONSPICUOUS PLACE, ALONG WITH A LIST OF ITEMS REMOVED. If Resident is absent from the Unit for five (5) consecutive days, during the term of this Lease, while all or any portion of the Rent is delinquent, the Unit will be deemed abandoned. Owner shall impose reasonable charges for storing such abandoned or seized property, and may sell same at public or private sale (subject to any recorded chattel mortgage) after 10 days written notice of time and place of same is sent certified mail, return receipt requested, to the Resident at the address of the Unit or at any forwarding address given by Resident to Owner in writing. Sale will be to the highest cash bidder; proceeds will be first credited to cost of sale and then indebtedness; and surplus, if any, be mailed to Resident at the above address. It is agreed that none of the above procedures shall necessitate any prior court hearing or subject Owner to any liability.
18. **Verbal Representations.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Resident and Owner. Provided, however, in the event that Resident has signed an addendum as part of this Lease or any prior Lease with the Owner (except for any addendum involving discount or concessions), such addendum are deemed to be a part of this Lease as well as any future Lease unless a similar addendum is signed by the parties which covers the subject matter of the previous addendum. Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Resident acknowledges any purported promises or statements made by Owner's representatives are not a part of the agreement between the parties unless included in the Lease or any addendum.
19. **Entry by Owner.** Owner has the right to enter the Exclusive Space and Unit Common Area without prior notice for any reasonable business purpose in accordance with applicable law including but not limited to: (a) responding to Resident request; (b) making repairs or replacements; (c) estimating repair or refurbishing costs; (d) performing pest control; (e) performing preventive maintenance; (f) performing general inspections; (g) investigating possible Lease violations; (g) changing filters; (h) testing or replacing smoke detector/CO detector (if any) batteries; (i) retrieving unreturned tools, equipment, or appliances; (j) preventing waste of utilities; (k) leaving notices including eviction notices; (l) delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; (m) removing or rekeying unauthorized locks or other security devices; (n) removing unauthorized window coverings; (o) stopping excessive noise; (p) removing health or safety hazards (including hazardous materials) or items prohibited under the Apartment and Community Guidelines; (q) removing perishable foodstuffs; (r) removing unauthorized animals; (s) retrieving property owned or leased by former resident; (t) inspecting when danger to person or property is suspected; (u) allowing persons authorized by Resident to enter; (v) allowing entry by a law officer with search or arrest warrant or in hot pursuit; (w) showing Exclusive Space and Unit Common Area to prospective residents; or (x) showing Exclusive Space and Unit Common Area to government inspectors, lenders, appraisers, contractors, prospective buyers, or insurance agents.
20. **Testing.** In the event Resident desires to conduct any tests on the Unit which are non-destructive, Resident shall provide forty-eight (48) hours written notice to Landlord. In the event Resident desires to conduct any tests which are destructive, Resident shall provide not less than seventy-two (72) hours written notice to Landlord and obtain prior written permission from Landlord. Absent appropriate written notice for non-destructive or destructive testing, as applicable, all parties agree such testing shall be considered inadmissible in a court of law.
21. **Alterations.** Resident will not make or permit to be made any alterations, additions or attachments to the Exclusive Space or Unit Common Area, or change or add any lock, without prior written consent of Owner. Resident may not perform any repairs,



painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by the Owner in writing. No holes or stickers are allowed inside or outside the Unit; however, a reasonable number of small nail holes from picture hanging are permitted inside the Exclusive Space. No water furniture, antennae, additional phone or television cable outlets, alarm systems, or lock changes, additions or rekeying are prohibited, except as required by law or by the Owner's prior written consent. Resident will not disable, disconnect, alter or remove the Owner's property, including locking devices, alarm system, smoke detectors, appliances, furniture or screens. Owner has no obligation to furnish light bulbs in the Exclusive Space. When moving out, Resident will surrender the Exclusive Space and Unit Common Area in the same condition as when received, reasonable wear and tear excepted.

- 22. Parking.** Resident parking is not guaranteed. Resident acknowledges that this Lease does NOT automatically include any parking rights at the Unit or the apartment community. If parking is offered by Owner, Resident must pay an additional monthly fee as set by Owner and execute the Parking Addendum, Resident shall fully comply with all parking policies and properly display a Parking Identification Sticker as further set forth in a Parking Addendum and/or Parking Policies. If Resident has executed Parking Addendum with Owner, a copy of the same is attached to this Lease (unless executed at a later date). Resident agrees to comply with the terms and conditions of the Parking Addendum and rules and regulations applicable to parking which may be promulgated by the Owner from time to time during the Term of this Lease. Parking is NOT guaranteed, due to the limited availability.

Resident must advise all of Resident's guests of Parking Policies.

WARNING: RESIDENT'S VEHICLE WILL BE TOWED IF RESIDENT FAILS TO COMPLY WITH THE OWNER'S PARKING POLICIES AND RULES SET FORTH IN THE PARKING ADDENDUM OR THE APARTMENT AND COMMUNITY GUIDELINES, AGREEMENTS AND ADDENDA TO LEASE. OWNER IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGES INCURRED TO ANY VEHICLES TOWED WHILE BEING PARKED AT THE PREMISES.

- 23. Remote Control, Entry Card and Gate Code.** Resident will be given a remote control, parking tag, and/or entry card at no cost for Resident to use during the term of this Lease. If a remote control is lost, stolen, damaged, or not returned at the end of this Lease, Resident must pay the sum of \$50.00. If an entry card is lost, stolen, damaged, or not returned at the end of this Lease, Resident must pay the sum of 50.00. Resident may be given an access code for access or entry to other areas of the Premises which will be used only during the term of this Lease. Owner may change the access code at any time and will notify Resident of any such changes.

- 24. Assignment and Subletting.** Resident will not assign or sublet all or any portion of this Lease or Resident's right to occupy the Exclusive Space and Unit Common Area to anyone without the Owner's prior written consent. In order to request an assignment or sublease, Resident may submit a request in writing on Owner's form. No assignment or sublease will be approved unless the new resident and a guarantor, if applicable, is approved and executes all required documents. If assignment or sublease are approved, Resident and assignee/sub-lessee must pay in advance a nonrefundable fee of \$350.00. Resident's assignment or sublease will not release Resident from obligations under this Lease unless Owner expressly agrees in writing to release Resident. Unless required by law, Owner has no obligation to accept Resident's request for assignment or sublease or to find an acceptable assignee or sub-lessee.

You agree that you won't rent, or offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to 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. You agree not to list any part of your apartment on any lodging rental website or with any person or service that advertises dwelling for rent.

- 25. Transfers.** Resident must obtain prior written approval by Owner to transfer from one unit to another or from one exclusive space to another within the same unit. If the transfer is approved, Resident must (a) be in compliance with all terms of this Lease; (b) execute a new lease with addenda; (c) complete all required forms; (d) pay in advance a new security deposit or other required deposits; and (e) pay in advance a transfer fee of \$150.00 if the transfer is from the Unit to another unit or a transfer fee of \$100.00 if the transfer is from the Exclusive Space to another exclusive space in the Unit. To operate efficiently and harmoniously, Owner, at its sole discretion, reserves the right at any time to require Resident to transfer to another unit, upon five (5) days' notice. Under no circumstances will Owner be responsible for paying moving costs.

- 26. Fair Housing.** In accordance with fair-housing laws, Owner and Owner's representatives will make reasonable accommodations to our rules, policies, practices, or services. We may require additional information to respond to your request. We will allow reasonable modifications under these laws to give disabled persons access to and use of this Community. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any.

- 27. Animals.** Animals (except for assistance animals as defined by the Fair Housing Act or the Americans with Disabilities Act, where applicable) are prohibited, even temporarily, in the Exclusive Space, Unit Common Area and Premises, unless Owner AND Resident and all Roommates, execute an Animal Addendum and Resident pays a non-refundable animal fee, an animal

deposit and additional monthly Pet Rent (except for service and assistance animals). The animal must also meet the breed, size and weight restrictions set forth in the guidelines in the Apartment and Community Guidelines, Agreements and Addenda to Lease, OR the Animal Addendum. Assistance and the foregoing restrictions do not apply to verified Assistance and Service Animals; Assistance or service animals will be allowed in accordance with federal, state and local fair housing laws.

**28. Animal Violations.** If Resident or any guest violates this Section, the Animal Policies and Rules under the guidelines set forth in Apartment and Community Guidelines, Agreements and Addenda to Lease, OR the Animal Addendum (if executed by Resident), Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease and under the Law. More particularly, if Resident violates this Section or other guidelines set forth in Apartment and Community Guidelines, Agreements and Addenda to Lease, OR the Animal Addendum, by having an unauthorized animal at the Premises, Resident will pay an initial non-refundable fee of \$500.00 per animal and a daily fee of \$10.00 per animal from the date the animal was brought onto the Premises until it is finally removed. Initial and daily animal-violation charges are liquidated damages for Owner's time, inconvenience, and overhead in enforcing animal restrictions and rules. Payment of animal-violation charges by Resident to Owner will not release Resident from, or waive Owner's rights to, other remedies available to Owner after Resident defaults. Owner may remove an unauthorized animal or neglected animal in the Unit after leaving Resident a written notice in the Unit at least twenty-four (24) hours in advance of Owner's removal of the animal. For the purposes of the foregoing sentence, the Owner in its own discretion has the absolute discretion to determine whether an animal is being neglected. Owner may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss, harm, sickness, or death of the animal. Owner will return the animal to Resident upon request if it has not already been turned over to a humane society or local authority after payment of all initial and daily animal charges. Resident must pay for the animal's reasonable care and kenneling charges. If Resident brings an animal in the Unit at any time during the Lease (with or without Owner's consent), Resident will pay for defleaing, deodorizing, and shampooing.

**29. Move-out Procedures.** Unless a renewal lease has been executed, Resident must move out on or before the Lease end date and time as noted in Section 2. Resident agrees not to holdover beyond the move-out date. Early move-out does not release Resident from liability for Rent for the full term of the Lease. The move-out date cannot be subsequently changed unless agreed to by both parties in writing. If Resident moves out before the end of this Lease, Owner will charge Resident reletting fees incurred and future accrued rent. Resident must surrender the Exclusive Space and Unit Common Area before the period of time for deposit refund begins. Resident must furnish in writing his forwarding address to Owner and the U.S. Postal Service.

The Inspection Report and this Lease shall be executed in multiple copies, one for Tenant and one or more for Owner. Upon request by the Owner to Resident to vacate, or within five days after receipt of notice by the Owner of Tenant's intent to vacate, Owner shall make reasonable efforts to advise Resident of Tenant's right to be present at the Owner's inspection of the Apartment for the purpose of determining the amount of security deposit to be returned. If Resident desires to be present when Owner makes the inspection, Resident shall so advise Owner in writing who, in turn, shall notify Resident of the time and date of the inspection, which must be made within 72 hours of delivery of possession.

**30. Risk of Loss.** Owner does not maintain personal liability or property damage insurance to cover Resident's loss of personal property or personal injury (which is referred to herein as "Renters Insurance"). Resident holds Owner harmless against all damages, accidents and injuries to person or property caused by or resulting from or in connection with Resident's use and occupancy of the Premises or things in and about the Premises during the term of this Lease. Resident further agrees that Owner is not be liable for damages because of personal injury or loss of property occasioned by or from any failure of boiler, plumbing, gas, water, steam or other pipes of sewerage, or the bursting, leaking or running of any boiler, cistern, tank, washstand, water closet or waste pipe, in, above, upon or about said Premises, nor for any damage occasioned by fire, smoke, rain, flood, water, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, tornado, hurricane, terrorist attack, strikes, vandalism, act of God, or otherwise nor for any defect in the electric wiring, and service thereof; nor by reason of any defect, latent or patent, in, around or about said Premises; nor for any damages arising from acts of neglect of Resident, guests, Roommates or other residents of the Unit or the apartment community or of any owners or occupants of adjacent or contiguous property unless otherwise required by law.

All personal property placed in the Unit, or in any other portion of the Premises, will be at the risk of the Resident, or the parties owning the said personal property. Owner, shall in no event, be liable for the loss, theft or damage to such property or for any act or negligence of Resident or any Roommates or their respective guests, invitees or licensees, or of any other resident or person whomsoever in or about the Premises. To the extent allowed by applicable law, Resident hereby releases Owner, its successors, assigns, and management company from any and all claims and damages which may arise out of any accidents or injuries to Resident, his family, guests, invitees, or licensees that may occur in connection with the use of the Premises. Resident acknowledges that in using same, Resident hereby assumes, for Resident and Resident's guests, invitees, or licensees, any and all risks from any accidents in connection with the use thereof and agrees that Owner is not be liable for any injuries sustained by Resident or such persons in connection with the Premises.

In the event any employee of Owner renders service or assistance (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning of the Unit, or any other service) to, for or at the request of Resident, his family, guests, invitees, or licensees, then for the purpose of such service or assistance, such employee of the Owner is be deemed the agent of the Resident, regardless of whether or how payment is arranged for such service, and Owner is hereby expressly relieved from any and all liability in connection with such service and any associated injury or damage to persons or property.

In case of accident, fire, smoke, or suspected criminal activity, Resident shall immediately call 911 or local medical emergency, fire, or police services. Resident must also immediately notify Owner of any accident, fire, smoke, or suspected criminal activity. Resident understands that any restricted access measures initiated by Owner are not considered an express or implied warranty of security or as a guarantee of safety for Resident or guests while on the Premises. Unless otherwise required by law, Owner is not liable to Resident or guests for injury, damage, or loss to person or property caused by criminal conduct of other residents, Roommates, guests or other persons, including theft, burglary, assault, vandalism, or other crimes. Unless otherwise provided by law, Owner is not required to furnish security personnel, security lighting, security gates or fences, or other forms of security. Owner represents and Resident acknowledges that neither Owner nor Owner's managing agents are equipped or trained to provide personal security services to Resident, Roommates or their respective guests, invitees or licensees. Resident recognizes that no security devices or measures in the Unit or the apartment community are fail-safe or designed to provide personal security of any type whatsoever. Resident further acknowledges that, even though an alarm may be included in the Rent paid by Resident, the alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Resident represents that Resident will not rely on any security measures taken by Owner or Owner's managing agents, including the alarm, for Resident's personal security. Unless otherwise provided by law, Owner is not required to obtain a criminal history checks on any residents, guests, or contractors in the Unit or in the apartment community. If Resident or any guest is affected by a crime, Resident agrees to make a written report to Owner and to the law-enforcement agency and to furnish a copy of the report to Owner upon request.

**31. Bed Bugs.** It is important that Owner and Resident work together to prevent the infestation of bed bugs. Owner and Resident agree that they each inspected the Exclusive Space and Unit Common Area prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation. Resident represents that: (a) Resident is not aware of any bed bug infestation or presence in any furniture, clothing, or personal property and possessions; (b) Resident has fully disclosed to Owner any previous bed bug infestation which Resident may have experienced; and (c) if Resident was previously living in an apartment or home that had a bed bug infestation that Resident had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional. Resident must allow Owner and its pest control professional's access to the Exclusive Space and Unit Common Area at reasonable times to inspect for or treat bed bugs. Resident must cooperate and will not interfere with inspections or treatments, including the preparation of the Unit prior to treatment. Resident must report any signs of bed bugs immediately and in writing. If Owner confirms the presence of bed bugs, Resident will cooperate and coordinate with Owner and its pest control professionals to treat and eliminate the bed bugs. Resident will follow all directions from Owner or its agents to clean and treat the Exclusive Space and Unit Common Area. Follow-up treatments or inspections may also be necessary. Owner has the right to select a licensed pest control professional to perform treatments and cleaning of the Unit. If during the term of this Lease: (a) bed bugs appear in the Unit or other adjacent units; and (b) a pest control professional determines that the bed bugs originated in the Exclusive Space, Resident agree that all necessary treatments for the Unit and other units as well as all of our additional costs, expenses and losses will be paid by Resident. Resident agrees that if: (a) Resident does not comply with the preparation of the Exclusive Space and Unit Common Area as required by the pest control professional or Owner; and (b) the treatment is unsuccessful because of Resident's failure to comply, Resident will also be responsible for subsequent treatments to the Unit and for any treatment to adjoining units that are infested with bed bugs. Resident will be in default of this Lease if Resident: (a) fails to pay for any costs that Resident is liable for; (b) fails to promptly report bed bugs; (c) fails to comply with treatment instructions; or (d) violates any other provision of this Section 27. Under no circumstances is the Owner and/or Owner's agents and employees be responsible to Resident for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. To the extent allowed by applicable law, Resident agrees to indemnify and hold harmless Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification does not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.

**32. Renter's Insurance.** Resident shall maintain, at Resident's own expense, during the Lease term and any subsequent renewal and/or hold-over periods, a renter's or liability insurance policy, which provides limits of liability to third parties in an amount not less than One Hundred Thousand and XX/100 Dollars (\$100,000.00) per occurrence.

Resident understands that Owner's recommended property or liability insurance may not protect Resident, Resident's guests or any occupants against loss or damage to personal property or belongings, or cover Resident's liability for loss or damage caused by Resident's actions or those of any occupant of the dwelling or guest. Liability insurance does not protect Resident against loss or damage to your personal property or belongings—only a renter's insurance policy does this. It also does not protect Resident from losses caused by flooding. Flood insurance is different than renter's insurance. For more information regarding renter's or flood insurance, Resident should contact the Texas Department of Insurance.

**Resident further understands that by not maintaining a renter's or liability insurance policy, Resident will be considered in material default of the Lease under Section 16 of the Lease herein above, and Resident may further be liable to the Owner and others for loss or damage caused by Resident's actions or those of any occupant or guest in the Unit.**

**33. Partial Invalidity.** If any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the

remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall not be affected thereby and each remaining provision of this Lease shall be valid and forceful to the fullest extent permitted by law.

**34. RESIDENT'S RIGHT TO TERMINATE THE LEASE IN CERTAIN CIRCUMSTANCES:**

- i. **RESIDENT MAY HAVE THE RIGHT UNDER TEXAS LAW TO TERMINATE THE LEASE IN CERTAIN SITUATIONS INVOLVING MILITARY DEPLOYMENT OR TRANSFER.**
- ii. **RESIDENT MAY HAVE THE RIGHT UNDER TEXAS LAW TO TERMINATE THE LEASE EARLY IN CERTAIN SITUATIONS INVOLVING FAMILY VIOLENCE, CERTAIN SEXUAL OFFENSES, OR STALKING.**

If the foregoing are applicable, Resident may terminate this Lease by giving Ownership thirty (30) days' written notice and other applicable documentation as required by the applicable provisions under the Chapter 92 of the Texas Property Code.

**35. Screening and Other Residents at Apartment Community.** Resident expressly acknowledges that any screening conducted by Owner of other residents at the Unit or the apartment community, including the screening of potential roommates, is conducted on a limited basis. Further, Resident expressly acknowledges that there has been no representations by Owner as to the criminal background of any other resident(s). Under Federal guidelines, the Owner may be prohibited from denying residency to person(s) with certain criminal backgrounds. Resident is encouraged to maintain their guard at all times, even when dealing with other residents. Should Resident feel Resident's health, safety and/or comfort, etc. are at risk of being compromised, Resident should first contact local law enforcement and then contact owners.

The fact that Resident and Resident's roommates may be in conflict with each other will not act as grounds to terminate the Lease. If Resident's roommate or a potential roommate was not truthful on his or her roommate preference card, the Ownership is not liable.

**36. Smoke Detectors and Sprinkler System.** Tampering or interfering with any alarm equipment and/or safety installations is strictly prohibited. Residents must be careful not to trigger the overhead sprinkler system in Unit. A simple depression of the sprinkler head will result in a total draining of water from the system. The Owner will not be responsible for any damages incurred from such situations; Resident will be responsible for the payment of all damages from activating which could also include an entire building of the Unit or the apartment community. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Residents should proceed in accordance with the instructions posted in and about Unit or the apartment community. The intentional sounding of an alarm outside of an emergency situation is a criminal offense, and considered a material breach of the Lease. Any violation of this Section is considered a default under the Lease which would entitle Owner to declare a default and pursue all remedies provided to Owner. Any violation of this Section will result in a \$500.00 fine and will result in eviction in addition, the Resident will be referred to local authorities for potential criminal prosecution.

Subchapter F of Chapter 92 of the Texas Property Code requires the Unit to be equipped with smoke detectors in certain locations and will govern the rights and obligations of the parties regarding smoke detectors. **REQUESTS FOR ADDITIONAL INSTALLATION, INSPECTION, OR REPAIR OF SMOKE DETECTORS MUST BE IN WRITING. DISCONNECTING OR INTENTIONALLY DAMAGING A SMOKE DETECTOR OR REMOVING A BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY MAY SUBJECT RESIDENT TO CIVIL PENALTIES AND LIABILITY FOR DAMAGES AND ATTORNEYS' FEES UNDER SECTION 92.2611 OF THE TEXAS PROPERTY CODE.**

**37. Owner's Right to Terminate.** If Owner believes performance of repairs to Unit, and/or areas near the Unit poses a danger to Resident, Owner may terminate this Lease by giving Resident written notice five (5) days in advance of the date the Lease is terminated. Owner also has the right to terminate this Lease during the Lease term by providing Resident with written notice thirty (30) days in advance of the termination if Owner is demolishing the Unit or closing it and it will no longer be used for residential purposes for at least six (6) months. If the Lease is so terminated, Owner will refund to Resident prorated rent and all deposits, less all lawful deductions. Owner may also remove Resident's personal property from the Unit if it causes a health or safety hazard.

**38. WAIVER OF A JURY TRIAL.** EXCEPT AS PROHIBITED BY LAW (including, but not limited to, Section 92 of the Texas Property Code), AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS LEASE, RESIDENT WAIVES HIS/HER RIGHT TO A TRIAL BY JURY ON ANY AND ALL ISSUES RELATING TO OR ARISING OUT OF OUR OBLIGATIONS UNDER THIS LEASE, THE RELATIONSHIP BETWEEN US, OR YOUR OCCUPANCY OF THE UNIT (INCLUSIVE OF ANY CLAIM OF PERSONAL INJURY). YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING PROVISION AND THAT YOU ARE VOLUNTARILY, INTENTIONALLY, AND KNOWINGLY WAIVING ITS RIGHT TO A JURY TRIAL. OWNER AND RESIDENT STIPULATE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS.

**39. OWNER'S LIMIT OF LIABILITY.** IN THE EVENT OWNER, ANY OTHER OWNER OF THE UNIT OR ANY MANAGER IS FOUND BY A COURT OF APPROPRIATE JURISDICTION (WHETHER BY TRIAL BY JUDGE OR JURY) TO BE LIABLE TO RESIDENT FOR ANY AMOUNTS WHATSOEVER BASED ON ANY TYPE OF CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR BREACH OF CONTRACT), RESIDENT AND OWNER AGREE THAT THE ABSOLUTE MAXIMUM AMOUNT OF LIABILITY OWNER SHALL HAVE TO RESIDENT SHALL BE THE TOTAL AMOUNT OF RENT PAID BY RESIDENT.

**40. CLASS ACTION WAIVER.** Resident agrees that Resident will not participate in any class action claims against us or our representatives. Resident must file any claim against Owner individually, and Resident expressly waives his or her ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against Owner 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.**

**41. Resident's Personal Safety Responsibilities.** Neither Owner nor Owner's managing agent are liable to Resident, Roommates or their respective guests for any damage, injury or loss to person or property caused by other persons, including, but not limited to, theft, burglary, assault, vandalism or other crimes. Neither Owner nor Owner's managing agent are liable to Resident, Roommates or their respective guests for any damage, injury or loss to person or property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury or loss is caused exclusively by the negligence of Owner. Owner is not responsible for, and will not provide fire or casualty insurance for, the personal property of the Resident. Resident is strongly urged to secure insurance to protect against all of the above. Repair requests for smoke detectors, locks or latches must be in writing.

Owner represents and Resident acknowledges that neither Owner nor Owner's managing agent are equipped or trained to provide personal security services to Resident, Roommates or their respective guests. Resident recognizes that no security devices or measures on the property are fail-safe or designed to provide Resident with personal security of any type whatsoever. Resident further acknowledges that, even though an alarm may be included in the Base Fee paid by Resident, the alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Any charges resulting from the use of the intrusion alarm will be charged to Resident, including but not limited to any false alarms with police/fire/ambulance response or other required city charges. Resident represents that they will not rely upon any security measures taken by Owner or Owner's managing agent, including the alarm, for Resident's personal security; and Resident will call the local law enforcement authority in the event of any security needs and will call 911 or any other applicable emergency number in the event of an emergency.

Owner will comply with the requirements of state law with respect to providing door locks and window latches to apartment units on the property. Pursuant to state law, the Unit is equipped with: (1) a window latch on each exterior window of the Unit; (2) a doorknob lock or keyed dead bolt on each exterior door of the Unit; (3) a sliding door pin lock on each exterior sliding glass door of the Unit; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the Unit; and (5) a keyless bolting device and a door viewer on each exterior door of the Unit. Additionally, if the Unit has french doors, one door of each pair of french doors, if any, in the Unit has: (1) a keyed dead bolt or keyless bolting device capable of insertion into the doorjamb above the door and a keyless bolting device capable of insertion into the floor or threshold, each with a bolt having a throw of one inch or more; or (2) a bolt installed inside the door and operated from the edge of the door, capable of insertion into the doorjamb above the door, and another bolt installed inside the door and operated from the edge of the door capable of insertion into the floor or threshold, each bolt having a throw of three-fourths inch or more.

At the Resident's request, Owner, at Resident's expense, will install: (1) a keyed dead bolt on an exterior door if the door has a doorknob lock but not a keyed dead bolt or a keyless bolting device but not a keyed dead bolt or doorknob lock and (2) a sliding door pin lock or sliding door security bar if the door is an exterior sliding glass door without a sliding door pin lock or sliding door security bar. All Resident's requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's family, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by Texas law.

#### **42. Important Safety Reminders to Resident.**

- (a) Your safety is your own responsibility and that of law enforcement. Neither the Owner, nor the management company is responsible for your safety and security.
- (b) You should always be aware of your surroundings. Become acquainted with your neighbors and stay alert to any suspicious activity.
- (c) Never bring strangers into your Unit that you may have met off the Internet. Criminals will often target victims using social media or other websites.
- (d) Be cautious that you are not being followed home from a bank or ATM. If you feel you are being followed, drive to a safe location and call the police.
- (e) Mark your valuables with identifying information (i.e. driver's license number) so that they may be tracked back to you if stolen.
- (f) Keep your Unit and car doors locked at all times. **The door to the Unit Common Area should also be locked at all times.**
- (g) Be sure all windows and sliding doors are securely closed and locked – even those windows/doors on an upper level. (If you have any locks that need to be repaired, immediately advise the management office in writing. If the repair is not made, ask to speak with a regional supervisor).
- (h) Always look through the peephole before you unlock and open your door. Never open the door without first checking.
- (i) Never open your door for strangers. Do not invite strangers into your Unit.
- (j) Be cautious of individuals knocking on your door under false pretenses to view the contents of your home. Immediately report solicitors or suspicious persons to the leasing office. (Example: asking if a randomly named individual lives in the Unit). Do not let yourself be pressured to opening the door for strangers.
- (k) Remember that all the maintenance associates wear uniforms with an insignia "Dinerstein" or "TDC" as well as carry ID name badges. Do not open your door if you are not sure. Call the leasing office to verify maintenance personnel.
- (l) Keep your vehicle locked at all times. Do not store any valuable items in your vehicle. Avoid storing any items in leasing office your vehicle might be considered valuable.
- (m) Promptly report, in writing, any non-functioning gates.
- (n) Promptly report, in writing, any non-working lights
- (o) Have your keys in your hand and ready when walking to and from the Unit or vehicle.
- (p) Avoid distractions such as cell phones when walking to and from the Unit.
- (q) Keep your blinds/curtains closed so that criminals may not see your valuables.
- (r) Avoid walking alone after dark.
- (s) Immediately report any unlocked/open vacant apartment units.
- (t) Always keep your patio and/or balcony doors locked, including upper level balcony doors.
- (u) Never enter the Unit alone if you feel something is wrong, suspicious or the Unit may have been broken into.
- (v) Immediately report broken and/or damaged gates, in writing, to the leasing office.
- (w) Never discuss your travel plans with strangers.
- (x) Always keep your emergency contact information updated on your rental application.
- (y) Refrain from consuming beverages or substances that would impair or inhibit your ability to make rational decisions.
- (z) Never accept drinks from strangers or allow drinks to be unattended.

#### **43. Addenda and Attachments to Lease.** Resident acknowledges that all lease addenda and agreements are considered to be part of this Lease. In the event there is a conflict between this Resident Lease Agreement and any Addenda, the provisions of that Addendum control. Resident represents that he/she has received and reviewed the applicable Lease addenda.

The items included below are attached to and become a part of this Lease and are binding even if not initialed or signed.

TDC Intent to Lease & Understanding of Leasing Policy  
Sterling Heights Fall 2020 Lease  
Fall 2020 Texas Apartment and Community Guidelines  
Mold Addendum - Student Communities  
Sterling Heights Parking Addendum  
Texas Animal Addendum

Before signing the Lease, this Addendum and any other addenda thereto, Resident may take a copy of it to review and/or consult an attorney.

Additional provisions or changes of the Lease, or any Addendum thereto, may only be made if agreed to in writing and executed by all parties to the Lease.

**Resident shall be fully bound by all the terms and conditions of the Lease, Addendum and any other addenda thereto even if the Lease or any Addendum is not countersigned by the Owner or Owner's authorized agent. Please read the Lease and Addendum carefully and thoroughly before signing.**

The acceptance and approval of your application and lease agreement is not considered complete or binding until screening results have been processed, all screening criteria and conditions have been met, and the lease has been countersigned by an authorized representative of our team. You will be notified in writing of approval.

**PARTIES' EXECUTION  
RESIDENT LEASE AGREEMENT:**

**RESIDENT:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**APARTMENT AND COMMUNITY GUIDELINES, AGREEMENTS AND  
ADDENDA TO LEASE**



**Sterling Heights**

**RE: Resident Lease Agreement dated 10/28/2019 (the "Lease"), between Nathaniel D Moore ("Resident") and Sterling Heights ("Owner") for Unit Common Area and Exclusive Space at Owner's apartment community generally located at 15655 Market Hill, San Antonio, County, Texas 78256.**

**The terms below herein this Apartment and Community Guidelines Agreement is hereby incorporated and added as part of the Lease. Resident should read the following Apartment and Community Guidelines Agreement. Terms used in Apartment and Community Guidelines Agreement shall have the same meaning as defined in the Lease. A single violation of these Apartment and Community Guidelines Agreement or a violation of fire, health, or criminal laws by Resident or Resident's guest(s) shall constitute a violation of the Lease; in which case, the Owner shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law. Resident shall sometimes be referred to herein as "I" or "you" or "You." Owner shall sometimes be referred to herein as "us" or "we" or "We." Terms used in these Apartment and Community Guidelines Agreement shall have the same meaning as in the Lease.**



## **A. APARTMENT AND COMMUNITY GUIDELINES AGREEMENT**

The following Apartment and Community Guidelines (the "Guidelines") are added as part of the Lease. Resident should read the following Guidelines carefully.

### **GENERAL GUIDELINES FOR RESIDENT:**

1. All blinds visible from the exterior must show white or off-white so as to give a generally uniform appearance to the community. You cannot use foil or other unsightly materials to cover the windows and you cannot display neon or flashing signs in the windows.
2. Garments, rugs or any other items may not be hung from the windows, patios, balconies, common hallway areas or any other exterior area of the community.
3. You must keep the patios, balconies and common hallway areas which are a part of the apartment clean and uncluttered. You cannot change the structure or appearance of any patio or balcony area. You cannot use patios or balconies for storage purposes and you cannot fence in, wire in, or otherwise enclose the patios or balconies. Furniture made for outdoor use can be used at our discretion.
4. You cannot distribute, post or hang any signs or notices in any portion of the community without our prior approval. You cannot throw objects from patios, balconies or windows.
5. Welcome mats can be placed in front of doors, but rugs or carpet remnants are not permitted.
6. No electrical and telephone wiring may be installed within the apartment. Antennas and satellite dishes must comply with rules promulgated by us.
7. Door locks can only be changed with our proper written approval. Keys to changed locks will be deposited with our representative. A fee in the minimum amount of \$50.00 will be assessed for all lock changes requested while residing in the apartment. Mailbox lock changes may be requested at a fee of \$50.00.
8. With our prior approval and proof that you have proper insurance which names our managing agent as "Additional Insureds", you can have water beds or water furniture in bottom floor apartment only.
9. No alarm systems or lock/hatch changes or rekeying is permitted unless we have approved it in writing.
10. You cannot modify the apartment's ceilings, floors, walls, shelves, or closets.
11. You need to be careful not to trigger the overhead sprinkler system in your apartment. A simple depression of the sprinkler head will result in a total draining of water from the system. We will not be responsible for any damages incurred from such situations. You will be responsible for the payment of all damages incurred from activating the system.
12. After you move into your apartment, you are responsible for replacing all interior light bulbs and/or fluorescent tubes in your apartment. Colored bulbs are not allowed in any exterior light fixture.
13. Halogen light bulbs/lamps must be used with extreme caution. Do not place halogen bulbs near draperies or other flammable materials. You must monitor the use of these bulbs, including the heat level. Owner will not be responsible for any damages incurred from halogen bulbs/lamps.
14. If you smoke in your apartment or create other types of odors, you need to use proper ventilation. Open windows and use ceiling fans or other fans to allow the odors to escape the apartment. If the carpet, furniture, furnishings, or other items in the apartment retain odors due to your use, you will be responsible for removing unwanted smells and odors. If the unwanted smells cannot be removed, we will replace any carpet, furniture, furnishings, or other items. The cost to remove the odors or replace the items will be deducted from your Security Deposit.
15. You or your guests may not anywhere in the community use unsupervised candles or kerosene lamps without our prior written approval.

### **ACCESS TO YOUR UNIT:**

You need to notify us of any expected guest(s), delivery service, maid service, etc. You will need to provide written permission authorizing us to release your apartment number, telephone number, or apartment/bedroom key. Your guest will be required to show a form of identification (e.g. driver's license, etc.). Otherwise we may deny access into the community and into your apartment. You expressly agree by executing these Guidelines that we may provide information on you or your rental history for law enforcement, governmental, or business purposes.

### **COMMON AREAS:**

1. Bicycles and other personal property cannot be parked or left outside an apartment, except on private patios, balconies, or bicycle racks that we may provide. You cannot hang your bicycles from the ceiling or wall of the patios or balconies or the interior of the apartment. You may not block stairwells, hallways, or other fire escape routes with bicycles or other items.
2. For your safety, team sports such as football, baseball, kickball, soccer, dodgeball, etc. are not permitted to be played in the parking areas and pool areas.
3. Use of the common areas of the community, including but not limited to, the clubhouse, pool & spa area, fitness center, basketball and volleyball facilities, game room, study lounge, and computer room is for you and other residents and

their guests (no more than two per resident(s)) except in the situation of a resident hosted function which we have previously approved. If you have any guests using these facilities, you must accompany your guest(s) at all times. If you or your guests use any of the facilities, all of you must comply with the guidelines which are posted at each area. If any person using the facilities is 14 years of age or under, that person should be accompanied by an adult.

#### **FIRE SAFETY:**

1. Barbecue grills are provided at the pool and/or throughout the community for resident use (where applicable). The use of all other grills or hibachis must comply with applicable laws and are prohibited from being used on balconies/patios or decks.
2. You cannot store or repair any gasoline or gas-fueled vehicle, motorcycle, moped, scooter or other similar vehicle in any area of the community or apartment.
3. You must not tamper with, interfere with, or damage any alarm equipment and/or installations.

#### **AFTER HOUR LOCK-OUTS:**

Contact the Office for after-hours lock-outs and emergencies. Lock-out emergencies are considered to be building and apartment entry doors only – not bedroom doors. For bedroom lock-outs, contact the office during normal business hours. A fee in the minimum amount of \$50.00 will be charged and is due payable the next business day. Call 911 or any other applicable emergency number in case of fire and other security concerns.

#### **PARKING AND TOWING:**

1. **Parking.** Resident acknowledges that this Lease does NOT include any right to park in the designated Resident parking area, unless Resident has executed the Parking Addendum with Owner, Resident has paid the monthly Parking Fee as defined in a Parking Addendum, and Resident properly displays a Parking Identification Sticker as further set forth in a Parking Addendum. If Resident has executed Parking Addendum with Owner, a copy of the same is attached to this Lease. Resident agrees to comply with the terms and conditions of the Parking Addendum and rules and regulations applicable to parking which may be promulgated by the Owner from time to time during the Term of this Lease. Parking is NOT guaranteed, due to the limited availability.

If Owner provides Resident with a sticker or decal, Resident must place same in the bottom passenger-side (right side) corner of the front windshield of your vehicle (if applicable) (or on a conspicuous place on Resident's vehicle if the vehicle does not have a front windshield). If Owner provides Resident with a hanging tag, Resident must hang same from rear-view mirror. Resident expressly understands that state law may require removal of rear-view mirror sticker when said vehicle is being operated.

Resident must forfeit Resident's vehicle identification sticker with Unit's keys and access devices when Resident moves out. Resident must display the parking identification sticker provided by Owner at all times on the driver's side of the front windshield of Resident's vehicle (or on a conspicuous place on Resident's vehicle if the vehicle does not have a front windshield). Owner reserves the right to designate and control the method, manner and time of parking in parking spaces in and around the Premises.

2. **Parking Rules.** Resident must comply with all parking rules and instructions posted by Owner. Neither Resident nor guests, invitees, licensees, family or others shall park in NO PARKING ZONES or other restricted areas. The Resident agrees to remove any unregistered, inoperable, or unauthorized vehicle from the Premises within twenty-four (24) hours when requested in writing by the Owner.
3. **Violation May Result in Vehicle Being Towed.** To the extent allowed by applicable law, Owner reserves the right to remove, at the Resident's expense and without prior notice, such motor vehicles, in the event that: (i) Resident fails to comply with the Owner's written request for removal; (ii) vehicle is illegally parked in a reserved handicapped accessible space; (iii) vehicle is parked in a manner which blocks other vehicles, dumpsters, drives, or walks; (iv) vehicle is illegally parked in a fire safety zone; (v) vehicle is parked on the grass or landscaping; (vi) vehicle is parked in more than one space; (vii) vehicle is a boat, trailer, recreational vehicle or other prohibited vehicle; (viii) vehicle is parked in any other manner which would allow towing pursuant to state statute. Owner is not responsible for any damages to any vehicles incurred while parked on the Premise.
4. **Other Parking Policies and Rules.** The Owner may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles. Owner may remove any illegally parked vehicles and have same towed away in accordance with state or local laws for any single violation of the Parking Addendum and these Guidelines. A violation of any single item below constitutes a material violation of the Parking Addendum and these Guidelines:
  - a. Vehicles in use at or around the Premises may not exceed a speed of fifteen (15) miles per hour.
  - b. If Resident improperly parks Resident's vehicle, it is subject to being towed away in accordance with state laws.

- c. Washing your vehicle at the Premises is prohibited unless there is an expressly designated area for car washing.
- d. Resident is expressly prohibited from conducting repairs or performing other mechanical or maintenance work on any vehicle in the Premises.
- e. Commercial vehicles, trailers, campers, mobile homes, recreational vehicles, trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, are prohibited from being at the Premises except for the temporary purpose of loading or unloading of passengers or personal property. Commercial vehicles are defined as any vehicle larger than a standard size passenger pick-up or van (e.g. dump trucks or heavy equipment), vehicles that carry or are mounted with equipment used in a profession or employment (e.g. taxis, mini-buses, limousines, etc.).
- f. A vehicle is prohibited in the Premises if it: has flat tires or other conditions rendering it inoperable; has an expired government issued license or inspection sticker; takes up more than a single parking space; belongs to a resident who has moved out of his or her apartment or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or designated "no parking area"; or is parked in a space marked for or assigned to other resident(s) or unit.
- g. It constitutes a violation of the Parking Addendum and these Guidelines if a vehicle is parked in an unauthorized fashion. A vehicle will be deemed to be parked in an unauthorized fashion if it is:
  - parked, stored, or situated anywhere within the Premises, except in an area or space specifically designed for parking.
  - in an inoperable condition, whether or not parked in a designated parking space.
  - parked in a parking space assigned to another resident, without the consent of the Resident.
  - parked in such a manner as to occupy more than one marked parking space.

**WARNING: RESIDENT'S VEHICLE WILL BE TOWED IF RESIDENT FAILS TO COMPLY WITH THE OWNER'S PARKING POLICIES AND RULES SET FORTH IN THE PARKING ADDENDUM OR THIS THE APARTMENT AND COMMUNITY GUIDELINES, AGREEMENTS AND ADDENDA TO LEASE. OWNER IS NOT RESPONSIBLE FOR ANY DAMAGES INCURRED TO ANY VEHICLES TOWED WHILE BEING PARKED AT THE PREMISES.**

#### **SERVICE REQUESTS:**

We offer 24-hour response to emergency service (non-security) requests. Call 911 or any other applicable emergency number in case of fire and any other security concerns. Emergencies are considered any situation which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, call the Office (the answering service will answer) and explain the situation. They will contact the proper service personnel. For normal service requests, please call during normal Office hours.

#### **MAIL AND PACKAGE:**

The mailbox is to be used jointly by all co-residents assigned to your apartment. Packages will be placed into the Parcel Pending locker system. Instructions to register for this service will be provided at move in, and a **one-time \$5** fee applies. Packages which cannot fit into the package boxes can be received at the office. We will not be responsible for any damages, loss, or theft of packages. Packages which are not claimed within thirty (30) days of delivery will not be held.

#### **UTILITIES:**

1. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the apartment heated to at least 50 degrees Fahrenheit, (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and other's property if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.
2. All utilities may be used only for normal household purposes and must not be wasted.
3. We will not be liable for any interruption, surge or failure of utility service to the apartment or any damage directly or indirectly caused by the interruption, surge or failure not caused by us.

#### **FITNESS CENTER POLICIES:**

1. Persons using the Fitness Center do so at their own risk. We assume no responsibility for accident or injury.
2. If you believe any equipment is malfunctioning, please notify the office immediately.
3. Persons under the age of 14 should have adult supervision.
4. Rubber sole shoes required. No hard sole shoes.
5. No animals allowed.
6. No food allowed.
7. Drinks are permitted if carried in plastic containers. No glass containers. Please properly dispose of all drinking containers.
8. No radios permitted without the use of headphones.

9. Guests must be accompanied by a resident. No more than 2 guests per resident.
10. Any person, who is in our sole judgment, under the influence of alcohol or other drugs, may be excluded from the fitness center.
11. We are not responsible for items which are lost, damaged or stolen.
12. No Smoking.
13. We reserve the right to restrict the use of this facility.
14. Do not use equipment if you are taking any medication that causes drowsiness.
15. Use the equipment only in the manner intended by the manufacturer. **Improper use of equipment may cause serious injury or death.**

#### **GAME ROOM POLICIES:**

The following policies are in affect for all communities with a Game Room:

1. Guests must be accompanied by a resident. No more than two (2) guests per resident.
2. No fighting, dangerous conduct, or noise which disturbs others.
3. No glass containers.
4. Do not leave personal items in this area. We are not responsible for any lost, stolen or damaged items.
5. Use the equipment only in the manner intended by manufacturer. Please handle the equipment with care.
6. Do not remove or damage equipment and supplies.
7. No Smoking.
8. We reserve the right to restrict the use of this facility.

#### **COMPUTER CENTER POLICIES:**

The following policies are in affect for all communities with a Computer Center:

1. This facility is provided for residents only.
2. Please show consideration to other residents waiting to use equipment.
3. Use the equipment only in the manner intended by the manufacturer. Please handle the equipment with care.
4. Do not remove or damage equipment and supplies.
5. Do not save or install any items onto the hard drive. Do not tamper with programs installed on the computer.
6. Do not leave personal items in this facility. We are not responsible for any lost, stolen or damaged items.
7. No Smoking.
8. No food or drinks can be close to equipment. No glass containers.
9. We reserve the right to restrict the use of this facility.
10. Residents are responsible for supplying their own paper.

#### **POOL POLICIES:**

The following policies are in affect for all communities with a Pool:

1. The Pool hours are: 9:00 a.m. – 10:00 p.m.
2. Persons under the age of 14 should have adult supervision.
3. Persons using the pool do so at their own risk. We assume no responsibility for accident or injury.
4. No animals allowed.
5. Anyone with a communicable disease capable of infecting others is prohibited from pool.
6. No loud music.
7. No glass containers.
8. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
9. No more than 2 guests per resident. Guests must be accompanied by a resident.
10. No running, horseplay, fighting, dangerous conduct or noise which disturbs others.
11. Diving is not permitted at any time.
12. We are not responsible for lost, damaged or stolen items.
13. Proper swimwear is to be worn. No cut-offs or thong bathing suits are allowed.
14. No drunkenness or profanity. Any person who is, in our sole judgment, under the influence of alcohol or other drugs may be excluded from the pool area.
15. No jumping or diving into pool or spa from balconies/patios.
16. We reserve the right to restrict the use of this facility.

#### **Warnings:**

- **NO DIVING**
- **NO LIFEGUARD ON DUTY**
- **PERSONS UNDER THE AGE OF 14 SHOULD NOT USE HOT TUB WITHOUT ADULT SUPERVISION**

- **Call 911 in case of emergency**

#### **MISCELLANEOUS:**

1. Neither you nor your guests can make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, CD players, television sets, amplifiers and other instruments or devices cannot be used or played in such a manner as may constitute a nuisance or disturbs other residents. We shall have the right, in the event of violations of these or any other rules, to assess a fee to be paid by you in an amount up to \$100 per violation.
2. Neither you nor your guests can use the common areas, parking lots or grounds in such a manner that interferes with the enjoyment of other residents.
3. Any general noise disturbances, (i.e. noise from pool music, parties, machinery, etc.) should be reported to the Office (during business hours) or the answering service (after hours). The answering service will contact the appropriate management personnel to handle the disturbance.
4. We have the right to exclude guests or others who, in our sole judgment, have been in violation of the law, violation of the Lease or any rules or policies of the community, or disturbing other residents, neighbors, visitors or our representatives. We can also exclude from any patio or common area, a person who refuses to or cannot identify himself or herself as your guest.
5. **IF YOU NEED TO REPLACE ACCESS CARDS, REMOTE CONTROL DEVICES OR KEYS, YOU WILL BE CHARGED A FEE IN THE MINIMUM AMOUNT OF \$50.00; IF YOU ARE IN NEED OF A REPLACEMENT PARKING DECAL, YOU WILL BE CHARGED A FEE IN THE MINIMUM AMOUNT OF \$50.00.**

#### **ANIMAL POLICIES AND RULES:**

1. As indicated in Section 25 of the Lease, Animals (except for assistance animals as defined by the Fair Housing Act) are prohibited, even temporarily, in the Exclusive Space, Unit Common Area and Premises, unless Owner AND Resident and all Roommates, execute an Animal Addendum and Resident pays a non-refundable animal fee in the amount of **\$300.00**, an animal deposit in the amount **\$0.00**, and additional monthly Pet Rent in the amount of **\$10.00**. Assistance and Service animals will be allowed in accordance with federal, state and local fair housing laws.
2. Resident shall comply with the following rules regarding Resident's animal in addition to compliance with the terms of the Lease as well as any supplemental rules established by Owner with respect to animals or animals in the apartment community:
  - a. Animals must be full-grown (at least one (1) year of age).
  - b. Animals should not be unattended on patios or balconies.
  - c. Resident is responsible for immediately cleaning up any animal defecation and animal defecation must be dealt with as follows:
    - Cats -inside the litter box only
    - Dogs -outside, around the perimeter of the apartment property in designated animal walks or other designated areas only
  - d. Animals must not disturb neighbors or others in and around the apartment community, whether the animals are inside or outside the Premises.
  - e. Animals must not be tied to any fixed object anywhere outside the Premises.
  - f. Animals, other than assistance or service animals, must not be let into swimming pool areas, laundry rooms, offices, club rooms, or other recreational facilities or common areas.
  - g. Animals must not be fed or watered outside the Premises.
  - h. No more than two (2) animals per Unit are permitted.
  - i. Cats must be neutered and declawed.
  - j. Aggressive breed canines and exotic animals including, but not limited to the following will not be permitted: Akita Inu, Alaskan Malamutes, American Bandogge, American Bulldog, Basenji, Boew Boel, Bull Terrier, Cane Corso, Caucasian, Chow, Doberman Pinschers, Dogo Argentino, Fila Brasileiro, German Shepherd, Great Dane, Gull Dong, Huskies, Perro de Presa Canario, Pitbull, Rhodesian Ridgeback, Rottweiler, Saint Bernard, Tosa Inu, Wolf Hybrid; Poisonous Animals (i.e. spiders, snakes); and/or, other Exotic Animals (e.g. monkey, ape, iguana, ferret, sugar gliders, snakes).
  - k. With the exception of a non-restricted breed or size of either a feline, canine, and/or fish in an aquarium no larger than one (1) gallon, all other animals shall be considered to be Exotic Animals
  - l. Animals shall be kept on a leash and under the Resident's supervision when outside of the Premises. The Owner or Owner's representative has the right to pick up unleashed animals or report them to the proper authorities.
  - m. Visiting animals are not allowed.
3. The Owner shall comply with all federal and state laws, including, but not limited to the Fair Housing Act. Under the Fair Housing Act, an Assistance Animal is a reasonable accommodation to a person with a disability as necessary because of that disability. Breed, size and weight limitations are NOT applied to properly verified and approved Assistance Animals. Pet Fees, Pet Deposit and/or Pet Rent are NOT applied to properly verified and approved Assistance Animals. For additional information, see Lease Addendum for Resident with Assistant Animal in the Apartment and Community Guidelines, Agreements and Addenda to Lease.

**VIOLATIONS:**

As indicated above, a violation of these Guidelines shall constitute a violation of the Lease and shall entitle us to pursue any rights or remedies pursuant to the Lease and applicable law including seeking possession of the apartment. Additionally, we shall have the right, in the event of violations, to assess a fee for each violation. In the event you are assessed a fee and you do not pay the fee within ten (10) days of being notified, all monies paid by you for rent or otherwise shall be applied to non-rent items first and then to rent due and owing. If you fail to pay all amounts due, you will be delinquent in the payment of rent; in which case, we shall be entitled to pursue its rights and remedies under the Lease as if you failed to pay rent.

**MODIFICATION OF GUIDELINES:**

You and your guests will be required to comply with all of the requirements set forth in these Guidelines. We have the right to change them from time to time as we deem necessary. Any changes to these Guidelines will be effective and a part of the Lease once they have been delivered to you or posted in a public area of the community used for such purposes. You are responsible for your guest's compliance with all Guidelines. We will use reasonable efforts to get all residents and other persons to comply with the Guidelines, but we will not be responsible to you if we fail to cause any person's compliance.

**The terms of these Guidelines are effective as of the date of the Lease and are agreed to and accepted by Resident.**

## **B. FURNITURE AGREEMENT**

**THE UNIT IS FURNISHED AND FURNITURE FEE IS INCLUDED IN THE BASE FEE UNDER SECTION 3 OF THE LEASE. THE FURNITURE AGREEMENT IS APPLICABLE.**

This Furniture Agreement (this "Agreement") is made and entered into by and between Resident and Owner identified in the Lease. The terms of this Agreement are subject to the terms of the Lease; the defined terms in the Lease shall be deemed to have the same meaning as in this Agreement. In consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

1. **Furniture provided in the apartment.** You acknowledge that furniture and/or electronics (collectively the "Furniture") has been provided by us to you for your use in the apartment. Typical furniture packages may contain any or all of the following in the Exclusive Space (i.e. bedroom) and the Unit Common Area:

### **Living Room**

Sofa  
Chair  
End Table(s)  
Coffee Table

### **Dining Area/Kitchen**

Chair(s)  
Table  
Bar Stool(s)

### **Bedroom**

Mattress  
Bed (frame, box spring)  
Headboard  
Dresser/Drawers  
Chair  
Desk

**YOU SHALL EXAMINE ALL FURNITURE LISTED ABOVE AND NOTIFY US IN WRITING OF ANY DEFECTS IN THE FURNITURE WITHIN 24 HOURS AFTER YOU MOVE IN. IF YOU FAIL TO NOTIFY US OF ANY DEFECTS IN THE FURNITURE WITHIN SUCH 24 HOUR PERIOD, ALL FURNITURE SHALL BE DEEMED TO BE IN GOOD CONDITION.**

2. **Disclaimer of Warranties and Representations.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, RELATING TO ANY FURNITURE, FURNISHING, EQUIPMENT OR APPLIANCES, IF ANY, IDENTIFIED HEREIN OR OTHERWISE IN THE APARTMENT OR THE UNIT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.
3. **Maintenance of Furniture.** You shall maintain the Furniture in a clean condition; reasonable wear and tear excepted and shall not remove any items of Furniture from the apartment during the term of the Lease. All items of Furniture shall be kept in the apartment and returned to us when you vacate the apartment at the expiration of the term of the Lease or when your right to possession of the apartment is terminated, whichever is sooner. When you vacate the apartment, all Furniture shall be returned to the location in the apartment and in the Unit that such Furniture were in as of the move-in date. You shall be responsible for any damages or cleaning charges incurred by us with respect to use or condition of any Furniture in the apartment owned by us.
4. **Default.** In the event the Furniture are not maintained, are damaged or are otherwise not returned to us at the expiration of the term of the Lease or when your right to possession of the apartment is terminated, whichever is sooner, in a condition satisfactory to us, you shall pay to us, upon demand, the cost to repair or replace, as determined by us, the Furniture. We shall have the right to deduct any amounts owed hereunder from the security deposit paid by you under the Lease. In addition to the foregoing, in the event of any default under this Agreement, we shall have the right to pursue any and all rights or remedies under the Lease or applicable law as if you defaulted under the Lease. See estimated replacement costs below:

The terms of this Agreement are effective as of the date of the Lease and are agreed to and accepted by Resident.

### **C. REMOTE CONTROL, CARD OR CODE ACCESS GATE ADDENDUM**

This Remote Control, Card or Code Access Gate Addendum ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease

#### **1. Remote control/cards/code for gate access.**

**Remote control for gate/building/amenity access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your children or other occupants will require a **\$50.00** non-refundable fee.

**Cards for gate/building/amenity access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a **\$50.00** non-refundable fee.

**Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

#### **2. Damaged, lost or unreturned remote controls, cards or code changes.**

If a remote control is lost, stolen or damaged, a **\$50.00** fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a **\$50.00** deduction from the security deposit. If a card is lost, stolen or damaged, a **\$50.00** fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a **\$50.00** deduction from the security deposit.

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

#### **4. Follow written instructions.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

#### **5. Personal injury and/or personal property damage.** Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

#### **6. 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.

The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

### **D. VALET WASTE ADDENDUM**



Valet trash service will be provided for each resident **7 nights per week**. 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 6:00pm - 8:00pm.** Service will begin after **8:00pm**. All trash must be in bags and securely tied. Bags must be placed inside 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 Valet Waste Inc. 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 you take the container with you when you 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 may be removed and/or a fine of \$50 will be issued. Containers may be returned after a return fee 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.

The Owner hopes all residents will follow the rules to enjoy this amenity. By not following the rules for our community, you are in violation of your Lease and such violation will be handled accordingly.

The Owner Requests that everyone do his or her part in keeping the Premises clean and beautiful.

The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident

## **E. SATELLITE DISH OR ANTENNA LEASE ADDENDUM**

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 Unit, 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 Satellite Dish or Antenna Lease Addendum to the Lease ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease.
2. **Number and size.** You may install **one 1** satellite dish or antenna(s) on the Unit. A satellite dish may not exceed one (1) meter (approximately 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 the Unit (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 Unit and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a (door jam or window sill in a manner that does not physically alter the premises; and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
8. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the 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 Unit to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
9. **Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be **\$100,000.00** which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.

**10. Security deposit.** Your security deposit (as stated in your Lease Contract) may be increased by an additional reasonable sum of **\$150.00** effective at the time of installation or effective within days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal. Etc.

**11. When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum (if required); (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.

**Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed. The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

## F. SECURITY ADDENDUM

This Security Addendum (this "Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease. In consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

- 12. Resident's Responsibility for Security.** No matter what steps Owner takes with respect to security issues, it is absolutely imperative that Resident realize that there is nothing Owner can do to prevent crime from occurring. Unfortunately, crime appears to be a fact of life. There is no guarantee that any effort by Owner will in any way increase Resident's personal security or the safety of Resident's family or guests or Resident's belongings. Resident should not rely upon any measures Owner takes for Resident's personal security or the safety of Resident's family or guests. Owner cannot assume responsibility for the criminal action of third parties. Owner's employees and representatives are not trained police officers and like Resident, will rely on the police for security matters and to enforce laws. The only way that Resident can effectively avert the impact which the criminal element of our society has upon Resident and Resident's guests is to use common sense and take precautions with respect to security issues. It is essential that Resident realize that Resident and the local law enforcement agencies are responsible for Resident's security and the security of all guests.
- 13. Door Locks and Window Latches.** Owner will comply with the requirements of state law with respect to providing door locks and window latches to units at the property. Owner will change locks as required by applicable law. All lock change requests must be made in writing. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by applicable law. Although Owner will not require Resident to pay for a repair or replacement of a security device due to normal wear and tear, Owner reserves the right to require Resident to pay for repair or replacement of a security device if the repair or replacement is necessitated by misuse or damage by Resident, an occupant of Resident's premises or a guest.
- 14. Intrusion Alarms.** If, as part of the Base Fee component of Resident's Rent paid pursuant to the Lease, an intrusion alarm is included, Resident acknowledges that a monitoring alarm company, independent from Owner, is responsible for monitoring the alarm and Resident agrees that the Owner is not responsible for damage, loss or injury to person or property as a result of the failure of the alarm or the failure by the company responsible for monitoring the alarm to properly respond to an alarm signal. In addition, resident acknowledges that a common telephone line to the Unit is required to monitor the alarm.

In order to secure the use of the alarm, the municipality in which the property is located or other governmental entity or agency having jurisdiction over the property may require Resident to apply for and obtain a burglar alarm permit. Resident agrees that any required permit will be obtained and maintained in Resident's own name throughout the term of the Lease. Resident also agrees to be responsible for all fines, penalties and charges imposed by any governmental entity or agency relating to or as a result of Resident's use of the alarm including, but not limited to, all false alarm charges imposed.

Resident agrees: (i) that Resident has been instructed on how to operate the alarm, that Resident has inspected the alarm and that Resident finds the alarm to be in good working order; (ii) Resident shall use reasonable care in the operation of the alarm, follow manufacturer's recommended operating procedures and comply with any and all instructions, rules of procedures instituted by Owner or the company responsible for monitoring the alarm regarding the operation of the alarm; and (iii) it is Resident's duty to regularly test and monitor the alarm and to promptly notify the alarm company responsible for monitoring the alarm in writing of any problem, defect, malfunction or failure of the alarm.

RESIDENT ACKNOWLEDGES THAT OWNER DOES NOT MAKE ANY GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALARM. OWNER DISCLAIMS AND DENIES THAT THERE IS AN IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EXISTENCE, USE OR FUNCTION OF THE ALARM. RESIDENT FURTHER ACKNOWLEDGES THAT OWNER DOES NOT EXPRESSLY OR IMPLIEDLY GUARANTY OR WARRANTY THAT THE ALARM WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES RELATING TO THE CRIMINAL ACTIVITIES OF OTHERS. Resident acknowledges that the alarm is a mechanical device and can be rendered inoperative at any time. Resident also acknowledges that the alarm requires Resident to properly code the alarm in order for it to function properly. Resident agrees that the Owner's installation of the alarm and retention of a company to monitor the alarm does not constitute a voluntary undertaking or agreement by Owner to provide security to Resident or any guest or occupants of Resident's premises or Resident's unit. There is absolutely no guarantee that the presence of the alarm will in any way increase Resident's personal security or the safety of any guests or occupants of the Premises or the Unit.

- 15. Limited Access.** In the event the community has limited access gates or building entry doors, while Owner certainly hopes that these access gates and doors will be used by persons as they are intended, Resident recognizes that the

access gates and doors will not prevent unauthorized persons from coming onto the property. The access gates and doors are mechanical devices that can be rendered inoperative or malfunction at any time, are only designed for the purpose of assisting to control access in and out of our community and are not designed or operated in a manner so as to provide personal security for residents~ occupants or guests. Additionally, there is the possibility that someone will walk through the gates or doors unnoticed and without proper authority. There is also no way to stop someone who enters the property in an authorized fashion but then proceeds to an alternate destination to perform a criminal act. If Resident sees strangers in or around the property, please contact the police immediately.

16. **Cameras on the Property.** In the event that cameras have been placed in "the amenity areas or clubhouse, please understand that these cameras are not manned on a 24 hour basis and are designed only to serve as additional eyes for the Owner of the property. This feature is not designed to provide personal security services for anyone; the cameras should not be relied upon to provide protection. In the event that you have a problem of a security nature anywhere on the property including those areas at which a camera is located, the police should be contacted.
17. **Off Duty Officers.** In the event that a police officer resides at or patrols the property, please understand that the officer is not equipped to provide personal security to residents or their guests or occupants of any unit. The officer is to act as additional eyes and ears for the Owner and is advised to contact the local law enforcement agency if there is a need for police services. Please remember that the officer is not to be relied on for security services. Someone with a criminal intent can circumvent any procedure used by the officer and commit a crime on the property. Residents are encouraged to contact the local law enforcement agency in the event they have any security concerns and to contact 911 in the event of an emergency.
18. **Patrol Services.** In the event that there are patrol personnel patrolling the property, please understand that these persons are employees of a private patrol service retained by the Owner and are not employees of the Owner. The patrol personnel are not responsible for providing personal security to residents or their guests or occupants of any unit. The patrol personnel are to act as additional eyes and ears for the management at the property and are advised to contact the local law enforcement agency if there is a need for police services. Please remember that the patrol personnel are not equipped to provide personal security services, are not intended to provide personal security services, and are not to be relied on for these types of services. Someone with a criminal intent can circumvent any procedure used by the patrol personnel or the company which they are employed by to commit a crime on the property. Do not rely upon these procedures for your personal security. Residents are encouraged to contact the local law enforcement agency in the event they are in need of any security concerns and to contact 911 in the event of an emergency.
19. **Suggestions Regarding Security Issues.** Resident should always be as cautious as possible with respect to Resident's property and Resident's surroundings. Here are a few tips which Owner would suggest that Resident (referred to as "you" or "your" below) follow:
  - Review the Lease and other documents governing your occupancy of the premises and unit; know your responsibilities regarding security issues.
  - Always contact the local law enforcement agency whenever you are in need of security services. Do not contact the answering service, the management office or any courtesy officers for this can only delay the response time.
  - Keep the telephone number of the local law enforcement agency in a readily accessible place; call "911" or other applicable emergency number in the event of an emergency.
  - Get to know your neighbors. Be able to recognize whether there are strangers in your area of the property.
  - Contact the local law enforcement agency if you see that a neighbor's security is threatened; request that they do the same for you.
  - Always lock your apartment door whenever you leave the apartment even if only gone momentarily.
  - Always lock your car door whenever the car is left unattended in the parking garage or in the parking lot.
  - If you have occasion to walk around the property at night, try to refrain from walking alone.

Be sure that you have a sufficient amount of insurance on your own person, your personal belongings, and the personal belongings of your guests.

Be aware of criminal activities in the area. If you have questions about crime in the area, contact the local law enforcement. The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

#### **G. LEASE ADDENDUM FOR RESIDENT WITH ASSISTANCE ANIMAL**

1. **Addendum is Incorporated as Part of the Lease.** This Addendum Regarding Assistance or Service Animals ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease.
2. **Assistance Animal.** The Landlord shall comply with all federal and state laws, including, but not limited to the Fair Housing Act. Under the Fair Housing Act, an Assistance Animal is a reasonable accommodation to a person with a disability as necessary because of that disability.

Should the Resident have a disability that is not readily apparent or known and/or the disability-related need for Resident's assistance animal is not readily apparent, the Landlord may require appropriate verification of the disability or need for the assistance animal from a reliable third party source.

3. **Resident's Acknowledgments.** Resident and Landlord expressly acknowledge the following should Resident be permitted an accommodation for an Assistance Animal under the Fair Housing Act:
  - a. Resident must take actions to assure the following:
    - The Assistance Animal is not out of control;
    - The Assistance Animal is leashed, crated, or otherwise effectively restrained at all times when outside of the apartment unit;
    - The Assistance Animal is supervised by a responsible person at all times when outside of the apartment unit;
    - The Assistance Animal is housebroken;
    - The Assistance Animal does not create a nuisance on the premises;
    - The Assistance Animal complies with all local and state regulations regarding vaccinations;
    - The Assistance Animal is spayed or neutered, absent any medical reason for exemption;
    - The Assistance Animal does not pose a direct threat to the health or safety of other Residents staying at the Landlord's apartment community; and,
  - b. Resident is responsible for all clean-up of waste from the Assistance Animal. Clean-up must be performed contemporaneously with the animal's relief. The Assistance Animal shall not be permitted to relieve itself on the balcony or patio of any apartment unit.
4. **Restrictions NOT applicable to Assistance Animal:**

- a. Breed, size and weight limitations are not applied to properly verified and approved Assistance Animals.
- b. Pet Fees, Pet Deposit and/or Pet Rent are not applied to properly verified and approved Assistance Animals.

**In compliance with State and Federal law, Resident expressly acknowledges that Resident will be responsible for any damages beyond normal wear and tear to Exclusive Space, Unit Common Area and Premises caused by Resident's Assistance Animal.** The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

#### **H. BEDBUG ADDENDUM**

The Bedbug Addendum ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease.

By signing this Addendum either by hand or electronically, Resident agrees to the following:

Residents acknowledge that the Owner/Agent has inspected the unit and is aware of no bedbug infestation; AND, Residents claim that all furnishings and personal properties that will be moved into the premises are free of bedbugs.

Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes, and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Resident shall report any problems immediately to Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your Unit must be properly prepared for treatment. Resident must comply with recommendations and request from the pest control specialist prior to professional treatment including but not limited to:
  - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
  - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
  - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
  - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
  - Wash all machine-washable bedding, drapes, and clothing etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. Discard any items that cannot be decontaminated.
  - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Owner/Agent may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.
5. It is acknowledge that the Owner/Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to have personal property insurance to cover such losses.

The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

## **I. MOLD INFORMATION AND PREVENTION ADDENDUM**

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

1. **ADDENDUM.** This Mold Information and Prevention Addendum ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease.
2. **ABOUT MOLD.** Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

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

3. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:
  - Keep your Exclusive Space and Unit Common Area clean-particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately discard moldy food.
  - Remove visible moisture accumulation on windows, walls ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn-on any exhaust fans in the bathroom and kitchen before you start showering or cooking. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, it is recommend that after taking a shower or bath, you: (1) wipe any moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
  - Promptly notify Owner in writing about any air conditioning or heating system problems you discover. Follow Owners rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
  - Promptly notify Owner in writing about any signs of water leaks, water infiltration or mold. Owner will respond in accordance with state law and the Lease to repair or remedy the situation, as necessary.
4. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Your failure to be cognizant may allow leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:
  - rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
  - overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
  - leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
  - washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
  - leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
  - insufficient drying of carpets, carpet pads, shower walls and bathroom floors
5. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within twenty-four (24) hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container.



Applying biocides without first cleaning away dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

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

6. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces such as sheetrock walls or ceilings, or (2) large areas of visible mold on Non-porous surfaces. Instead, notify Owner in writing and Owner will take appropriate action.

COMPLIANCE. Complying with this Addendum will help prevent mold growth in your Exclusive Space and Unit Common Area, and both you and Owner will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this Addendum, please contact the management office. If you fail to comply with this Addendum, you can be held responsible for property damage to the Exclusive Space and Unit Common Area and any health problems that may result.

## **J. ELECTRICAL SUBMETERING ADDENDUM**

This Electrical Submetering Addendum ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease.

1. **Electrical Submetering.** Electrical Submetering. The Exclusive Space and Unit Common Area is submetered for electricity. Resident will receive electricity bills monthly, based on how many kilowatt-hours (KWHs) used as recorded on the submeter for the dwelling unit described above.
2. **Costs/Coverage.** Resident's monthly bill for electricity for Exclusive Space and Unit Common Area will cover only electricity consumed within the Exclusive Space and Unit Common Area. The submeter bill will not include any electricity for common areas or common facilities. Resident's per-KWH cost will be what the electric utility company charges the Owner for an average KWH, that is, Owner's total bill divided by the apartment community's total KWH consumption. There will be no extra charge of any kind for electrical consumption through your submeter. Billing calculations are governed by Rule 25.142 of the Public Utility Commission of Texas.
3. **Electricity Monthly Payment Due Date.** Resident must pay his/her monthly electric submeter bill within seven (7) days after the date when the Owner issues it. If Resident does not pay it within seven (7) days, Resident will be liable for a late payment charge of five (5) percent of that bill. If Resident's electric service is disconnected for nonpayment, the Owner may charge you up to \$10.00 for a reconnection fee. The Public Utility Commission regulates electric submetering rules. A summary of PUC rules, which has been approved by the PUC, is as follows:
  1. **Submeter Bills in General.** Your submeter bill may cover only electricity consumed within your apartment unit, as measured by that unit's submeters. Electrical consumption for the common areas and common facilities are our sole responsibility. Each month, the electric submeter bill must be given as separate bills or as separate, distinct line items on a multi-item bill. The bill must state that it is for "submetered electricity." Allocations of non-submetered master-metered utilities and allocations of utility costs of ventral hot-eater systems or central air conditioning or heating systems are lawful if (1) they are clearly separate from the submetering charges for your apartment, and (2) they are covered by a separate addendum. Proration of non-submetered master-metered utilities must also be covered by separate documents.
  2. **How Your Submeter Bill is Calculated.** Your bill is calculated in the following manner: after we receive the apartment utility bill from the utility company, we'll divide the net total charges for electrical consumption, plus applicable tax by the total of KWHs to obtain an average cost per KWH. This average KWH cost is then multiplied by your KWH consumption to obtain the charge to you. The computation of the average cost cannot include any penalties charged by the utility to us for disconnect, reconnect, late-payment or other similar service charges.
  3. **What Your Submeter Bill Must Show.** Your bill must show all of the following information:
    - a) the date and reading of the submeter at the beginning and at the end of the period for which the bill is rendered;
    - b) the number of KWHs metered;
    - c) the computed rate per KWH;
    - d) the total amount due for electricity;
    - e) a clear and unambiguous statement that the bill is not from the utility company, which must be named in the statement;
    - f) the name and address of the person to whom the bill applies;
    - g) the name of the firm rendering the submetering bill and the name and title, address and telephone number of the person or persons to be contacted in case of a billing dispute;
    - h) the name, address and telephone number of the party to whom payment is to be made; and
    - i) the due date and the late payment penalty (if a late payment penalty has been agreed to in the Lease Contract).
  4. **Due Date.** The due date of your submeter bill is no less than seven days after issuance. A bill for submetered electricity is delinquent if it's not received by the party indicated on the bill by the due date. The postmark date on the envelope of the bill or on the bill itself constitutes proof of the date of issuance. An issuance date on the bill constitutes proof of the date of issuance if there is no postmark on the envelope or bill. If the due date falls on a holiday or weekend, the due date for payment purposes is the next work day after the original due date.
  5. **Late Payment Charges.** A one-time penalty not to exceed 5% may be made for payment of your submetered electrical bill after the due date (i.e. for late payment). In order for late payment penalties to be charged, the bill must indicate the amount due if paid by the due date and the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by you in a written Lease Contract which stated the exact dollar or percentage amount of such late penalty.
  6. **Reconnection Fees.** A reconnection fee may be charged if service to you is disconnected for nonpayment of submetered electric bills in accordance with the Texas Property Code and PUC rules (summarized below). The reconnection fee is calculated based on our average actual cost for the expenses associated with the reconnection, but under no circumstances may it exceed \$10. No reconnect charge may be assessed unless you've agreed to it in a written Lease Contract that states the exact dollar amount of the charge.

7. **Additional Charges on Your Bill.** We can't impose any extra charges on you over and above those charges billed to us by the utility company. The bill may not include a deposit, late penalty, reconnect charge, or any other charge unless otherwise provided above.
  8. **Our Records.** We're required to keep the following records for the current month and the preceding 12 months: (1) all electric utility bills from the utility company; (2) all of your submeter readings; (3) our calculations on how the average KWH cost was determined for submeter billing purposes; and (4) and testing results on the submeters if they have been tested during that time. You may examine and copy the information during reasonable business hours at your manager's on-site office. If there is no such on-site office, you may examine and copy the records at a mutually convenient time and place.
  9. **Disputes.** You and we must resolve any disputes regarding how to compute your submeter bill. If a dispute arises and if an investigation is necessary, we're required to investigate promptly and report the results to you within 30 days.
  10. **Overbilling or Underbilling.** If submeterd billings are found to be in error, we must calculate a billing adjustment. If you are entitled to a refund, we'll make an adjustment for the entire period of the overcharges. If you were undercharged, we may backbill you for the amount underbilled. Any backbilling of electric charges cannot extend back beyond six months unless we produce records to identify and justify the additional amount of backbilling. If the underbilling is \$25 or more, we must offer a deferred payment plan option, for the same length of time as that of the underbilling. But we may not disconnect service if you fail to pay charges arising from an underbilling more than six months before the date you were initially notified of the amount of the undercharges and the total additional amount due. And we can't backbill you for usage by a previous resident.
  11. **Discontinuance of Electric Service Prohibited.** According to the Texas Property Code, Section 92.008(b), submeterd, prorated or allocated electric service provided by the landlord as an incident to tenancy or other agreement may not be disconnected or interrupted unless interruption results from nonpayment by a tenant of an electric bill issued to the tenant by the landlord for such electric service, bona fide repairs, construction, or an emergency. Disconnection or interruption allowed under Section 92.008 is subject to the specific requirements in that section. Violation for disconnection or interruption of electric service, may result in the tenant terminating the Lease Contract or recovering possession of the premises; and, in addition to other remedies available under law, recovery of actual damages, one month's rent plus \$1000, reasonable attorney's fees, and court costs, less any delinquent rents or other sums.
  12. **Submeter Tests.** We're required to keep records of any tests of the submetering equipment. We must, at your request, test the accuracy of your submeter. If you wish, you may watch the test, or you can send a representative. The test must be made during reasonable business hours at a time convenient to you if you desire to watch. If the submeter test indicates that the submeter is within the accuracy standards required by PUC rules, a charge of up to \$15 for electricity may be charged to you for making the test. But if the submeter has not been tested within a period of one year or if the submeter's accuracy is not within the accuracy standards required by PUC rules, no charge can be made to you for making the test. After completing any requested test, we'll promptly advise you of the results.
  13. **Penalties for Noncompliance.** Both the utility companies and we are subject to enforcement under the PUC statutes, which may involve civil penalties of up to \$5,000 for each offense and criminal penalties for willful and knowing violations.
  14. **Complete Copy of the Rules.** A complete copy of the PUC electricity submetering rules is available for you to inspect and copy at the on-site manager's office; or if there is no on-site office, it's available at our street address or the management company's street address stated on the other side of this page. The rules cover additional subjects such as: (1) estimated bills in case of submeter malfunctions; (2) submeter accuracy requirements; (3) bill adjustments due to the submeter malfunction; (4) bill adjustments due to conversion from all bills paid to submetering; (5) location of submeters; (6) submeter testing equipment; (7) submeter testing; and (8) uniformity of submeters in the apartment complex.
4. **Late Payments.** If Resident is late in paying the electric bill, we may cut off your electricity pursuant to statutory procedures. We may also exercise all other lawful remedies, including eviction. If your electric service must be re-established after it is disconnected for nonpayment, we will also charge you a \$10.00 reconnection fee.

**The Public Utility Commission regulates electric submetering rules.** The Texas Public Utility Commission (PUC) has adopted comprehensive submetering rules for electricity. PUC Substantive Rules §25.141 and §25.142, relating to submetering, may be found on the PUC website at [www.puc.state.tx.us](http://www.puc.state.tx.us). Specific questions about the PUC rules may be directed to the PUC at 1(888) 782-8477. A summary of PUC rules, which has been approved by the PUC, is provided herein immediately above.

**K. POLICIES AND PROCEDURES FOR TANNING FACILITY (IF APPLICABLE)**

The following policies are in affect for all communities with a Tanning Facility:

Use of tanning facility is restricted to only residents at the Premises who have executed this Apartment and Community Guidelines, Agreements and Addenda to Lease. Owner makes no representation or warranty that its property has a Tanning Facility. These Policies and Procedures for Tanning Facility are only applicable to the extent that the Premises has a Tanning Facility situated onsite.

To the extent allowed by applicable law, we and our employees and agents are NOT liable for any injury to person or property caused in any way by use of this tanning facility. By your signature below, you represent that: (i) you know and understand how to use the tanning facility; (ii) you have no health issues which would increase the risk of injury or disease when using this tanning facility; and (iii) you assume all risks, including risks of injury or disease, relating to your use of this tanning facility. Also, we are not liable for loss or theft of any personal property. By your signature below, you agree to be responsible for safeguarding your own property.

- a) This serves as the Owner's written warning to Resident of the following:
  - i. *Failure to use the eye protection provided to the customer by the tanning facility may result in damage to the eyes,*
  - ii. *Overexposure to ultraviolet light causes burns,*
  - iii. *Repeated exposure may result in premature aging of the skin and skin cancer,*
  - iv. *Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain:*
    - 1) Foods
    - 2) Cosmetics
    - 3) medications, including: (a) tranquilizers (b) diuretics (c) antibiotics (d) high blood pressure medicines (e) birth control pills
  - v. *Any person taking a prescription or over-the-counter drug should consult a physician before using a tanning device.*
  - vi. *Pregnant women should consult their physicians before using a tanning device.*
  - vii. *A person with skin that always burns easily and never tans should avoid a tanning device;*
  - viii. *A person with a family or past medical history of skin cancer should avoid a tanning device.*
- b) If an operator suspects that possible harm may result from tanning, the consumer should be advised to consult their private physician.
- c) Compliance with the notice requirements does not affect the liability of a tanning facility operator or a manufacturer of a tanning device.

**"I have read and understood all of the above and the warning signs posted before using the tanning device and agree to use protective eyewear."**

## **L. INTERNET ACCESS SERVICE AGREEMENT AND GUIDELINES FOR ACCEPTABLE USE**

### **Introduction.**

Please read these Guidelines for Acceptable Use ("Guidelines") carefully. Together with the Internet Access Service Agreement ("Agreement"), they govern your use of the Internet access and other information, communication and transaction services (collectively called the "Service") provided to you by Owner. These Guidelines and the Agreement supersede all prior communications and agreements with regard to their subject matter; the current version of each may be found at the management office.

Failing to comply with these or any other guidelines made available to you from time to time by Owner, or interfering with any other person's use and enjoyment of the Service or any other online service, shall constitute a violation of your Resident Lease Agreement (the "Lease"); in which event, Owner shall be entitled to pursue all rights and remedies under the Lease or applicable law. Additionally, a violation of these Guidelines may result in termination of your access.

1. **Access to the Service.** You acknowledge that the rent you pay pursuant to your lease includes the Service.
2. **Service.** You agree to accept the terms of the Agreement whether or not you use the Service or sign this Agreement. Owner may change this Agreement at any time; such changes will be effective immediately upon transmission of notice by e-mail, postal mail, or any other means. Each time you use the Service reaffirms your acceptance of the then-current Agreement.

Owner may discontinue or alter any service level or aspect of the Service at any time, without notice, without liability and in Owner's sole discretion.

3. **Your Obligations.** You agree in using the Service to comply with this Agreement. You acknowledge that the Service is provided only for personal use by you and not for corporate, commercial or excessive use or for use by organizations or other groups of users.

You agree that Owner may establish general practices and limits concerning use of the Service and the maximum duration for which a user may access the Service in a given period of time. You also acknowledge that Owner reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

4. **Content.** You acknowledge that information; communications, photographs, video, graphics, software, music, sounds and other materials may be accessible to you through your use of the Service. You acknowledge that, as a matter of policy, Owner does not pre-screen such materials. You further acknowledge, however, that Owner does not have the capability to monitor, review, restrict, edit, or remove materials made available by third parties on the Internet, and you agree that you must evaluate, and bear all risks associated with, the use of any materials, including any reliance on the accuracy, completeness, or usefulness of such materials. The fact that Owner provides a link to a particular Web page is not an indication that we endorse that site's policies or the content or products available from that particular site.

You acknowledge that materials available through the Service may be protected by copyright, trademarks, and other intellectual property rights. You agree that your use of such materials is governed by all applicable laws and regulations, and by any further restrictions placed on such materials by their owners or licensors.

5. **Service Availability.** Owner will use commercially reasonable efforts to maintain the Service so that the Service is reasonably available for access on a 24 hours per day, 7 days a week basis. However, you acknowledge that Owner will need to make the Service unavailable from time to time in order to accomplish normal system maintenance and implementation of software enhancements, and that such maintenance services may diminish the overall performance of the Service. You also acknowledge that hardware or software operational or performance problems that diminish or render unavailable the Service will occur from time to time. In the event of any failure by Owner to maintain the Service on a 24 hours per day, 7 days a week basis, your sole and exclusive remedy shall be to terminate this Agreement by ceasing all use of the Service. Under no circumstances shall Owner be liable to you for damages resulting from interruption or unavailability of Service.
6. **Limitation of Services.** The use of one or more of the following services is hereby limited. You will be able to use one or more of the services listed below. However, Owner has limited the extent of the Service available to these services. Therefore, the availability of these services or the amount of bandwidth available for these services will be significantly decreased than if Owner had not limited these services:
  - Voice over IP or any other service that allows making telephone calls, local, long distance or international utilizing the Internet ("telephony services");
  - KAZAA or any activity similar to KAZAA;

- Internet based games of any kind;
- Video conferencing;
- Any other activity or use now available or hereafter developed that consumes large amounts of bandwidth; and,
- in Owner's determination, unreasonably increases network latency.

Owner, nor its management, will not supply an email server. Residents must use their university email, Yahoo mail, Hotmail, Gmail or other commercial email.

#### **7. General Guidelines Regarding Connection**

The following guidelines apply to your connection to the Service:

- You agree that your access may not be used to maintain a persistent and continuous connection to the Internet, and you may not engage in any practice (such as automated and/or persistent checking of the host server) or use any software or in an effort to maintain a persistent and continuous connection;
- You agree that Owner may terminate your connection after a period of inactivity and/or if necessary, each as determined in Owner's sole discretion, to restore or maintain general availability of access to the Service by, and/or appropriate allocation of resources among, Owner's users.
- You may not create "simultaneous sessions" (defined as the use of a single access on the Service by two or more computers using a switch or other multi-homing devices).

#### **8. Resale.**

You may not resell the Service or any part of the Service.

#### **9. Impersonation or Header Forgery.**

You may not attempt to send e-mail or post articles to newsgroups, mailing lists or other forums using a name and address of someone other than himself/herself. Attempting to impersonate any person, using forged headers or other forged identifying or transmission path information or knowingly permitting another person to falsely identify your account as the origin of such transmission is prohibited and cause for immediate termination.

#### **10. Password Solicitation and Other Security Attacks.**

Use of the Service to compromise the security or damage the resources of any other Internet user or site is strictly prohibited. Use or distribution of tools designed for compromising security is prohibited. The Service may not be used to transmit or receive replies to password solicitations.

#### **11. Viruses.**

The Service may not be used to transmit or post any material that contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

#### **12. Infringement.**

You agree to post, upload or transmit on or through the Service only material that is not subject to any third party rights or material for which you have obtained from the Owner of the rights in such material the express authorization to distribute the material on or through the Service. Any violation may result in civil or criminal liability.

#### **13. Illegal Activity.**

Internet access provided to Owner's users may be used for lawful purposes only, and use of the Owner service for the transmission or storage of any information, data or material in violation of any federal or state regulation or law is strictly prohibited. Notification of claimed copyright infringement or any other illegal activity should be sent to: Internet Service – Dinerstein Management Company – 3411 Richmond Ave. Suite 200, Houston, TX 77046.

#### **14. E-mail**

- **Unsolicited Commercial E-mail.** Access may not be used to send unsolicited advertisements for goods or services of any kind, free or for profit. Furthermore, access may not be used as a "drop box" or repository for responses to an unsolicited advertisement (including, but not limited to, inquiries, complaints, unsubscribe replies or bounced messages).
- **Mass Mailings.** You may not use the Service to disseminate any e-mail message in a broad-based mailing. Whether a given mailing constitutes a "mass mailing" is determined by Owner in its sole discretion, based on criteria which may include the size of the message being sent and the number of recipients. Sending chain letters through the Service is prohibited. Using your access to participate in a pyramid scheme is prohibited. Pyramid schemes are illegal

operations in which an e-mail recipient is encouraged to send money to a list of several people, replace one name on the list with his/her own, and forward the e-mail in bulk to others.

- **Threats.** You may not use the Service to transmit any harmful, threatening, abusive, harassing, defamatory, hateful or other offensive material. For everyone's safety and comfort, Owner is obligated to take threats seriously. If you make a threat, your access may be terminated even if you were joking or did not intend to follow through on the stated threat.
- **Spamming.** The use of your access to spam is prohibited. Spamming is defined as sending numerous and/or unusually large files or messages to one or more recipients with malicious intent.
- **Harassment.** E-mail harassment is prohibited. Harassment is defined as sending unsolicited messages which interfere with other's enjoyment of the Internet. A message does not need to be overtly threatening or have obscene content to qualify as harassment. Unlike threatening messages, harassing mail can sometimes be the unintended result of mail repeatedly sent to a misspelled or otherwise incorrect address, a poorly maintained mailing list or indiscriminate use of the "reply to all" function. You can avoid unintentionally harassing other Internet users by:
  - o Making sure you know all the people to whom your message is addressed before sending it;
  - o Making sure that the addresses entered in your Address Book are entered correctly;
  - o NOT selecting "Reply to All" without knowing who all the recipients are and being sure that they welcome mail from you; and
  - o Refraining from e-mailing any person who has stated that he or she does not wish to receive mail from you.

## **15. Newsgroups**

- **Newsgroup Spamming.** Excessive cross-posting, or posting of the same article to multiple newsgroups, is prohibited. Generally accepted standards allow posting of a single article (or substantially similar articles) to no more than 15 newsgroups. Reported incidents of newsgroup cross-posting will be investigated and may lead to termination of your access.
- **Off-Topic or Harassing Posting.** Articles posted using the Service must comply with the written charter/FAQ of the newsgroup to which they are posted. If a newsgroup does not have a charter or FAQ, it is the responsibility of the user to determine the rules of the newsgroup before posting. Please know that the vast majority of newsgroups prohibit posts such as chain letters, pyramid schemes, encoded binary files (such as images or sound files), job offers or listings and personal ads.

## **16. No Warranties.** You agree that use of the Service is at your sole risk. You acknowledge that the Service may provide access to the Internet, but that the Internet is not owned, operated or managed by Owner.

With respect to information, goods and services provided or accessed on or through the Service or otherwise available on the Internet, Owner (i) has no responsibility or obligation with respect to (and does not endorse) any information, goods or service, (ii) MAKES NO WARRANTIES WHATSOEVER (EXPRESS OR IMPLIED) WITH REGARD TO ANY INFORMATION, GOOD OR SERVICE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, COMPLETENESS, USEFULNESS, MERCHANTABILITY, SAFETY OR FITNESS FOR A PARTICULAR PURPOSE), (iii) will not be a party to a transaction between you and any other user of the Service and (iv) will not be liable, under any circumstances, for any loss, cost or damage arising directly or indirectly from any act or omission of any person or from any information, good or service; except to the extent the foregoing may not be disclaimed under law. Owner does not assume liability to subscribers or others for any failure to enforce this Agreement.

OWNER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE NOR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SERVICE. OWNER DOES NOT GUARANTEE CONNECTIVITY AT ANY TIME, FOR ANY LENGTH OF TIME OR AT ANY SPEED. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES WHATSOEVER (EITHER EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN (INCLUDING ELECTRONIC) INFORMATION PROVIDED BY OWNER, ITS EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS OR AUTHORIZED USERS WILL CREATE A WARRANTY, NOR SHOULD YOU RELY ON ANY SUCH ADVICE OR INFORMATION.

UNDER NO CIRCUMSTANCE (INCLUDING OWNER'S OWN NEGLIGENCE) WILL OWNER OR ANYONE ELSE INVOLVED IN PROVIDING THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES FROM OR THROUGH THE USE OF OR INABILITY TO USE THE SERVICE THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. OWNER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICE WILL BE TO TERMINATE USE OF THE SERVICE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OWNER SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE EVENTS DESCRIBED IN THIS PARAGRAPH. OWNER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OWNER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH OWNER WILL USE COMMERCIAL REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, OWNER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR.

- 17. Indemnification.** You agree to indemnify Owner and its affiliates against liability arising from your use of the Service (including, without limitation, your dissemination of any information on the Service).
- 18. Termination.** Owner may terminate your access to the Service for cause or for no cause, with or without written (including electronic) notice. You may terminate this Agreement at any time and for any reason by ceasing all use of the Service and providing written notice to Owner. Upon the termination of this Agreement for any reason, you will have no right to continue to access and use the Service.
- 19. Miscellaneous.** The failure of either you or Owner to insist upon or enforce strict performance by the other of any provision of the Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between you and Owner nor trade practice will act to modify any provision of the Agreement.

If any provision of this Agreement is held to be unenforceable for any reason, that provision will be reformed only to the extent necessary to effect the original intentions of the parties, and the remainder of this Agreement will remain in full force and effect.

These Guidelines and enforcement thereof will be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of law principles. Any controversy, claim, or dispute arising out of or related to this Agreement or the interpretation, performance, or breach thereof shall be resolved solely and exclusively by final and binding arbitration initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided under such rules.

The terms of these Guidelines are effective as of the date of the Lease and are agreed to and accepted by Resident.



#### **M. NO-SMOKING and ILLEGAL DRUGS ZERO TOLLERANCE ADDENDUM**

This No-Smoking and Illegal Drugs Zero Tolerance Addendum (collectively, this "Addendum") is made and entered by and between Resident and Owner identified on the Resident Lease Agreement (the "Lease"). In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall govern and control. The defined terms in this Addendum shall be deemed to have the same meaning as the defined terms in the Lease.

1. **Smoking Anywhere Inside Buildings of the Apartment Community is Strictly Prohibited.** Except as permitted under Section 2 of this Addendum, all forms of smoking inside or outside any apartment, building, balcony, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease. The smoking prohibition extends to all residents, their occupants, guests, invitees and all other who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to the management and leasing offices, building interiors and hallways, building common areas, balconies, club house, independent apartment units, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or the surrounding community grounds. Smoking is harmful to the health, safety, and welfare of other residents is also prohibited by this Addendum and other provisions of the Lease inside any apartment or building.
2. **Smoking Outside Buildings of the Apartment Community.** Smoking is permitted only in specially designated areas, if any, outside the buildings of the apartment community. The smoking permissible areas, if any, are marked by signage. Smoking on balconies, if any, patios, and limited common areas attached to or outside of your apartment is also prohibited.
3. **Your Responsibility for Damages and Cleaning.** You are responsible for immediate payment of all costs and damages as determined by Owner at its sole judgment to your apartment, other residents' apartments, or any other portion of the apartment community including but not limited to repair, replacement, cleaning or lost rent 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. Any costs or damages we incur related to repairs, replacement, cleaning or lost rent due to your smoking or due to your violation of the non-smoking provisions of the Lease are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke-free apartment community. Payment of such damage(s) does not cure any default.
4. **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 damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare. Such loss rental includes, but is not limited to, the loss of rental income from another resident(s) over a violation of this Addendum.
5. **ZERO TOLERANCE OF MARIJUANA.** Resident (or Resident's guest/visitor) may not at any time possess nor use marijuana or marijuana paraphernalia in or around the apartment community. This is strictly prohibited. If the Owner detects the presence of marijuana or marijuana paraphernalia in a Resident's unit regardless of origination or ownership, such violation is grounds for immediate termination of tenancy. The smell of marijuana in the unit is also strictly prohibited regardless of the origination of said odor.
6. **Zero Tolerance Drug Activity.** Neither the Resident nor Resident's guests may possess, manufacture, or distribute a controlled substance or a counterfeit substance. Drug-related criminal activity includes, but is not limited to: the manufacturing, distribution, sale, possession, storage, possession with intent to manufacture, or dispensing of a controlled substance or a counterfeit substance, INCLUDING BUT NOT LIMITED TO MARIJUANA. Drug-related criminal activity may also include the attempt to manufacture, distribute, or possess a controlled substance or counterfeit substance, INCLUDING BUT NOT LIMITED TO MARIJUANA. Drug-related criminal activity may also include the possession or storage of materials known as "precursors," that is, materials used to manufacture or used in the attempt to manufacture controlled substances.
7. **Lease Termination for Violation of the Addendum.** We have the right to terminate your right of occupancy of the apartment unit for any violation of this Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease. Despite the termination of the Lease or your occupancy, you remain fully liable for rent through the end of the Lease term or the date on which the apartment is re-rented to a new resident, whichever comes first. You are responsible for payment of rent after you vacate the apartment unit even though you are no longer living in the apartment. If the apartment unit is re-rented to a new resident, you remain fully liable for any short fall in rent between your rent amount and the amount paid by the new resident.

8. **Extent of Your Liability for Losses Due to Smoking.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this Addendum are in addition to and not in lieu of, your responsibility for any other damages or loss under the Lease or any other Addendum.
9. **Your Responsibility for Conduct of Occupants, Family Members, and Guests.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your guests, and invitees.
10. **There Is No Warranty of a Smoke Free Environment.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guarantee of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.
11. **ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation and material non-compliance with the Lease.

**N. RESIDENT'S PHOTOGRAPH WAIVER AND RELEASE**

I hereby authorize the Owner, and its management and their employees, unlimited and irrevocable right to use and reproduce any and all photographs, video clips and/or audio clips of the lease holder/s or any occupants on the lease contract signed by myself and any other lease holder/s. Photographs, video clips and/or audio clips may be taken at a program, event or activity hosted or sponsored by the Owner. I hereby waive the right to inspect or approve the finished version of such images, including any written copy that may be created in connection therewith.

I understand that publications may be accomplished electronically via the Internet/World Wide Web and that after publication, Owner will be unable to prevent persons from gaining access to the Internet/World Wide Web, copying my photographs and video, and subsequently using, altering, or republishing it without my consent. I waive any claim for damages against Owner, its management, their employees or assigns, from the unauthorized use, alteration, or republication of my photographs and video by third parties accessing the Internet/World Wide Web or obtaining copies of the print or video material.

#### **O. BALCONY USAGE ADDENDUM (If Applicable)**

This Balcony Usage Addendum ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease.

Improper usage of a balcony could result in death and/or serious personal injury. The safety of our residents is important to Owner. The Owner encourages good judgment and attention to common sense.

##### **Important Balcony Safety Warnings and Guidelines**

To reduce the risk of collapse, fire hazards, and other safety concerns, Resident(s) and their guest(s) shall fully comply with the following:

1. Resident(s) should always exercise control over balcony usage. Never overload the balcony with excessive weight. Always limit the number of people and personal items. Careful consideration should be made of the amount of weight on the balcony at any one time. A balcony should only be used by a few individuals at a time factoring in the weight of outdoor furniture, plants or other items already on the balcony. If you have guests in your Apartment, you are responsible to exercise caution and limit the number of guests and invitees on your balcony. To avoid the possibility of overload, you should consider not using your balcony if you expect numerous guests or invitees.
2. An apartment balcony is only designed for light residential traffic- a few people.
3. Never sit or lean against or over the rails (this includes Juliette Balcony rails).
4. Never use a balcony for storage.
5. Never hang anything from the balcony rails.
6. Use caution when watering plants so that excessive water does not leak onto other nearby balconies.
7. Use caution so that nothing has the potential to fall from your balcony. Factor in the possibility of a sudden wind event when keeping personal items on the balcony.
8. Do not use combustible fertilizers or potting materials. Only use natural dirt.
9. Patios and balconies are to be kept in clean and neat condition at all times. No trash containers are allowed to be kept or stored on any patios/balconies at any time.
10. No bikes and/or motorcycles or any other motorized vehicle are allowed to be kept on any patios or balconies at any time.
11. Satellite dishes and/or antennas can only be erected with the written consent of Landlord in compliance with the Community Rules and Regulations.
12. Resident(s) shall be responsible for the conduct as well as all costs, damages, and claims associated with such improper use of the balcony by the Resident(s) or their guest(s).
13. If you see improper use of a balcony or other concern, immediately report it to the leasing office.
14. The following rules apply to grills, portable fire pits and patio campfires:
  - No grills (whether charcoal, gas, or other type) are allowed on any balcony or patio.
  - Cooking is not permitted on any balcony.
  - Portable fire pits, patio campfires, fire pit kettles, or other such products are not allowed.

The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

**P. CONCESSION AND REWARD CARD LEASE ADDENDUM (If Applicable)**

This Concession and Reward Card Lease Addendum ("Addendum") is executed by both the Resident and Owner and is hereby incorporated and added as part of the Lease.

1. **Rent Concession or Discount (if applicable).** As an incentive and bonus to you for signing the Lease, choosing our property, and agreeing to fulfill your obligations for the entire term of the Lease, you will receive a rent concession, monthly discount, or other incentive described below.
2. **Reward Cards.** If you are eligible to receive a Reward Card and choose to accept such Reward Card, you agree to the following:
  - You will receive an email with instruction on how to claim your Reward Card
  - You shall have sixty (60) days from receipt of that email to claim your Reward Card.
  - If you fail to claim your Reward Card during that sixty (60) day period you forfeit your right to the Reward Card.
  - If you claim the MasterCard Reward Card during the sixty (60) day period, you shall have six (6) months to use the full value of the Card.
  - Reward Cards are subject to the expiration date on the face of the Card. Upon expiration of the Card, the Card shall be terminated.
  - If you claim the Amazon Reward Card during the sixty (60) day period, you shall have no spending limits on the value of the reward card when applied to your amazon account. Card Fees: Physical MasterCard Shipping Fee: \$3.95. Virtual MasterCard Convenience Fee: \$1.95. There are no fees associated with the Amazon reward card.
  - If you move out or terminate the Lease early, you may be liable for returning the full amount of this Reward Card.
3. **Market rent.** The market rent for this dwelling is the rent stated in the Lease. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.
4. **Payment or repayment for early move out.** If you move out or terminate your Lease early, in violation of the Lease, this Addendum will be immediately terminated.

You can fulfill your obligations for rent due under the Lease by immediately paying us for all remaining months of rent owed until the end of the Lease term. Rent owed would be based on market rent as stated in the Lease if a one (1)-time concession was provided or the rent under Section 3 of the Lease.

If you fail to pay all of your obligations for the rent due under the Lease, as stated above, then you will be required to immediately repay us the amounts of all concessions, reward cards and/or discounts that you actually received from us for the months you resided in your Unit, in addition to all other sums due under the Lease Contract for a lease violation. Moreover, you will also be required to repay us the amount equal to the value of any other incentive or concession including, but not limited to those listed herein above in this Addendum.

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

The terms of this Addendum are effective as of the date of the Lease and are agreed to and accepted by Resident.

**PARTIES' EXECUTION**  
**APARTMENT AND COMMUNITY GUIDELINES AGREEMENT AND ADDENDA TO LEASE:**

**RESIDENT:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## MOISTURE/MOLD INFORMATION AND PREVENTION ADDENDUM

### KEY POINTS:

- Resident must maintain minimum/maximum temperature in apartment at all times.
- Resident must prevent excessive moisture.
- Resident must immediately report any maintenance issues.
- Resident is liable for damage.

1. **Addendum.** This Moisture/Mold Information and Prevention Addendum ("Addendum") is an Addendum to the Resident Lease Agreement ("Lease") executed by you, the resident or residents, and the Owner, for the unit at Sterling Heights.
2. **General Information About Mold.** Mold (also known as fungi) is everywhere in the environment, both indoors and outdoors and in both new and old structures without a threat to health or property. Mold is not new. It is a natural microscopic organism that reproduces by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without mold we would struggle with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow inside an Apartment when excess moisture is present. Mold can grow on anything as simple as a damp stack of newspapers. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, you must take appropriate precautions.
  - Utilize the proper ventilation and dehumidification of the Apartment and its contents to prevent the growth of mold.
  - The HVAC systems are designed to maintain a level of comfortable humidity that can prevent mold growth. Please allow your HVAC system to work effectively.
  - Use exhaust fan before and during cooking, dishwashing, and cleaning in food service areas.
  - Use venting systems before and during the use of bathrooms, clothes washers/dryers, and other moisture generating sources. If moisture is apparent, it is necessary to wipe away all moisture accumulations on windows, walls, ceilings, floors and other surfaces as reasonably possible. Open doors and windows to help ventilate the area. Make sure to clean the lint screen after every use of clothes dryer.
  - Look for leaks in washing-machine hoses and discharge lines – especially if the leak is large enough for water to seep into nearby walls.
  - If your Apartment has them, always turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots.
  - When showering, always keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you:
    - o wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor;
    - o leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and,
    - o hang up your towels and bath mats so they will completely dry out.
  - Promptly notify Owner in writing about any air-conditioning or heating-system problems you discover. Follow any of Owner's rules about replacing air filters. It's also good proactive practice to open windows and doors periodically on days when the outdoor weather is dry to help humid areas of your Apartment dry out.
  - Immediately notify Owner in writing of any signs of musty odors, plumbing leaks, moisture drips from A/C or vents, water leaks, water infiltration, discoloration of walls, doors, base boards,
3. **Preventing Mold Begins with You.** Mold prevention is best accomplished through resident attention. To minimize the potential for mold growth in your Apartment, you must:
  - Keep your Apartment clean – particularly the kitchen, the bath-rooms, carpets and floors. Beverage spills, and/or insufficient drying of carpets can be a breeding ground for mold. Make sure to clean and thoroughly dry all absorbent materials when cleaning. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.
  - Keep blinds open throughout the Apartment during permissible weather.
  - It is necessary to sustain an appropriate climate control at all times.

window casings, ceiling, missing grout and/or caulk or mold. Owner will as it solely deems necessary to remedy the situation.

- Regularly look for leaks or mold in all cabinets located under sinks.
- Avoid the use of humidifiers and other equipment that creates mist and vapors. If this type of equipment is not maintained, it can turn into a health hazard.
- Do not block or cover any of the heating ventilation or air conditioning ducts in your Apartment.
- Do not allow damp or moist stacks of clothes or other materials to lie in piles for an extended period of time (more than several hours).
- Over watering indoor plants can cause mold growth. Make sure to clean and dry plant overflow accidents. Firewood is another natural mold source. Do not store firewood indoors.

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

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

5. **Cleaning Mold.** If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry –

and within 24 hours of cleaning – apply a premixed spray-on household biocide such as Lysol Disinfectant, Original Pine-Sol Cleaner, Tilex Mold & Mildew Remover or Clorox Clean-up Cleaner + Bleach. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any potential mold you see – mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets – provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes. Resident should immediately contact management staff if Resident is unsure of how to clean mold growth

6. **Warning for Porous Surfaces and Large Surfaces.** Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, immediately notify the management staff in writing.

7. **Compliance.** Complying with this Addendum will help prevent mold growth and other damage in your Apartment, and both you and Owner will be able to respond correctly if problems develop that could lead to mold growth. If you have questions about this Addendum, please contact the management office.

**Resident Liability.** If you fail to comply with this Addendum, you will be held responsible for property damage to the Apartment and any health problems that may result. Owner cannot repair or remedy problems in your Apartment unless Owner knows about them. As the Occupant, you agree to diligently, monitor and report potential problems. You agree to be liable for any mold remediation or loss of use if it is determined by Owner that you failed to promptly notify Owner of the problem. You agree to promptly pay Owner for its loss or estimated loss within fourteen (14) days of being presented with same. Failure to comply with this Addendum to make full and prompt payment is a default of your Lease.

8. **Resident Requirements.** Residents hereby represents, warrants, and acknowledges to and covenants that Resident shall:

- **Minimum/Maximum Temperature.** Maintain the air conditioning system (“A/C”) in your

Apartment at or below 77 degrees Fahrenheit at all times. Resident shall remain solely liable for any electrical or utility expense related to Owner's temperature requirements;

- If applicable, maintain the humidistat setting at 80 degrees at all times;
  - Never run the fan in the manual "on" position for a period of more than thirty (30) minutes time.
  - IMMEDIATELY report any A/C malfunction to the front office;
  - Promptly inform the front office if Resident will be away from the Apartment for a period longer than three (3) days, so the A/C may be properly monitored by the front office;
  - Keep closet doors open at all times if Resident will be away from the Apartment for a period longer than three (3) days, so air can continuously circulate properly throughout the Apartment.
  - Keep all vents in your Apartment open at all times; and,
  - Keep any and all doors and vents free from any type of obstruction.
  - Never store anything in front of ventilation doors to your A/C unit;
  - Never block the ventilation doors to your A/C unit;
  - Check at least monthly the cabinets beneath your sinks for any leaks.
9. **Resident Testing or Inspection.** Prior to any testing or professional inspection(s) performed by or at the request of Resident or Resident's agent, Resident must provide Owner with a minimum of seventy-two (72) hours advance written notice to the management office. In the event such notice is not provided, Resident agrees any testing or inspection results will be excluded from any legal or administrative proceedings at the Owner's sole option.
10. **Owner's Rights.** Owner reserves the right to take any reasonable measures at Owner's sole discretion (but at Resident's sole expense), to control humidity

and moisture levels to prevent conditions that are conducive to mold and mildew growth, including but not limited to controlling Resident's thermostat (either through manual or remote programming) for the Apartment and/or common area. In addition to any access rights provided to Owner under state law or the Lease, Owner (and its agents) is also granted unrestricted access without any prior notice to monitor/adjust the temperature, if it should choose to do so. Resident **cannot** refuse Owner (or its agents) entry access of Apartment to control humidity and moisture levels.

11. **Full Force and Effect.** Other than the modification contained herein, all other terms of the Lease shall remain in full force and effect.
12. **Conflict of Terms.** To the extent of any inconsistency or conflict between the Lease, on the one hand, and this Addendum, on the other hand, the provisions contained in this Addendum shall govern and control the rights and obligations of the parties.
13. **Severability.** If any part of this Addendum is for any reason held to be unenforceable, the rest of it remains fully enforceable.
14. **Limit of Owner's Liability.** If Owner, in its sole opinion, believes that repairs are needed that may pose a potential threat to your health and/or property. Owner may elect to terminate your right to occupy with at least five (5) days written notice without any liability to you for such cancellation. Should it be determined by a court that Owner is liable, Owner's liability of personal property is limited to the actual case value. You agree that depending on the repairs needed, Owner shall have the sole right to cancel your right to possession without any compensation paid to you because of such early termination of your right to possession.





## PARKING ADDENDUM



**RE: Resident Lease Contract dated 10/28/2019 (the "Lease"), between Nathaniel D Moore ("Resident") and Sterling Heights ("Owner") for Unit Common Area and Exclusive Space at Owner's apartment community generally located at 15655 Market Hill, San Antonio, County, Texas 78256.**

**This Parking Addendum ("Addendum") is hereby incorporated and added as part of the Lease. A single violation of this Parking Addendum by Resident or Resident's guest(s) shall constitute a violation of the Lease; in which case, Owner shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law. Resident may sometimes be referred to herein as "you." Terms used in Parking Addendum shall have the same meaning as in the Lease.**

- A. Addendum Required for Resident Parking.** Resident acknowledges that the Lease does not include any right to park in the designated Premises parking area, unless Resident has entered executed this Addendum. Resident agrees to comply with the terms and conditions of this Parking Addendum and rules and regulations applicable to parking which may be promulgated by the Owner from time to time during the Term of this Lease. The term of this Addendum shall coincide with the term of the Lease and shall automatically expire upon the expiration of the Lease or any renewal or extension of the Lease. Parking is NOT guaranteed, due to the limited availability.
- B. Identified Vehicle.** Only the automobiles, light trucks, sport utility vehicles, motorcycles and scooters so identified herein below in this Section is permitted to park on the Premises. No other vehicle of any kind may be parked on the Premises without prior written permission of the Owner.

*License Plate of Vehicle (State and Plate Number): TX, MHF4302*

*Make of Vehicle: Toyota*

*Model of Vehicle: Corolla LE*

*Year of Vehicle: 2020*

*Primary Color of Vehicle: Red*

- C. Parking Fee.** Resident must pay the Parking Fee, in the amount of \$10.00 per month, in addition to the Base Rent set forth in Section 3 of the Lease. Resident agrees that the Parking Fee shall become and included with the total Rent under Section 3 of the Lease. Pursuant to Section 3 of the Lease, the first (1st) Monthly Installment of Rent must be paid by Resident at the commencement of the term of this Lease and the remaining installments of Rent must be paid by Resident on or before the first (1st) day of each subsequent calendar month without a grace period, in advance and without demand or offset to Owner's representative at the property's management office or at such other place as Owner designates until all Monthly Installments of Rent have been paid in full.
- D. Parking Identification Sticker.** Provided Resident fully and timely complies with Section A, B and C herein above, Owner will provide Resident with a vehicle identification sticker/decal/hanging tag.

If Owner provides Resident with a sticker or decal, Resident must place same in the bottom passenger-side (right side) corner of the front windshield of your vehicle (if applicable) (or on a conspicuous place on Resident's vehicle if the vehicle does not have a front windshield). If Owner provides Resident with a hanging tag, Resident must hang same from rear-view mirror. Resident expressly understands that state law may require removal of rear-view mirror sticker when said vehicle is being operated.

- E. Parking Rules.** Resident must comply with all parking rules and instructions posted by Owner. Neither Resident nor guests, invitees, licensees, family or others shall park in NO PARKING ZONES or other restricted areas. The Resident agrees to remove any unregistered, inoperable, or unauthorized vehicle from the Premises within twenty-four (24) hours when requested in writing by the Owner.
- F. Violation May Result in Vehicle Being Towed.** To the extent allowed by applicable law, Owner reserves the right to remove, at the Resident's expense and without prior notice, such motor vehicles, in the event that: (i) Resident fails to comply with the Owner's written request for removal; (ii) vehicle is illegally parked in a reserved handicapped accessible space; (iii) vehicle is parked in a manner which blocks other vehicles, dumpsters, drives, or walks; (iv) vehicle is illegally parked in a fire safety zone; (v) vehicle is parked on the grass or landscaping; (vi) vehicle is parked in more than one space; (vii) vehicle is a boat, trailer, recreational vehicle or other prohibited vehicle; (viii) vehicle is parked in any other manner which would allow towing pursuant to state statute. Owner is not be responsible for any damages to any vehicles incurred while parked on the Premise.

**G. Other Parking Policies and Rules.** The Owner may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles. Owner may remove any illegally parked vehicles and have same towed away in accordance with state or local laws for any single violation of this Addendum. A violation of any single item below constitutes a material violation of this Addendum:

1. Vehicles in use at or around the Premises may not exceed a speed of fifteen (15) miles per hour.
2. If Resident improperly parks Resident's vehicle, it is subject to being towed away in accordance with state laws.
3. Washing your vehicle at the Premises is prohibited unless there is an expressly designated area for car washing.
4. Resident is expressly prohibited from conducting repairs or performing other mechanical or maintenance work on any vehicle in the Premises.
5. Commercial vehicles, trailers, campers, mobile homes, recreational vehicles, trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, are prohibited from being at the Premises except for the temporary purpose of loading or unloading of passengers or personal property. Commercial vehicles are defined as any vehicle larger than a standard size passenger pick-up or van (e.g. dump trucks or heavy equipment), vehicles that carry or are mounted with equipment used in a profession or employment (e.g. taxis, mini-buses, limousines, etc.).
6. A vehicle is prohibited in the Premises if it: has flat tires or other conditions rendering it inoperable; has an expired government issued license or inspection sticker; takes up more than a single parking space; belongs to a resident who has moved out of his or her apartment or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or designated "no parking area"; or is parked in a space marked for or assigned to other resident(s) or unit.
7. It constitutes a violation of this Addendum if a vehicle is parked in an unauthorized fashion. A vehicle will be deemed to be parked in an unauthorized fashion if it is:
  - parked, stored, or situated anywhere within the Premises, except in an area or space specifically designed for parking.
  - in an inoperable condition, whether or not parked in a designated parking space.
  - parked in a parking space assigned to another resident, without the consent of the Resident.
  - parked in such a manner as to occupy more than one marked parking space.

**H. Parking Garage (if applicable).** If the Premises has a parking garage onsite, Owner hereby leases to Resident access to garage parking at the Premises. The parking garage is for use by Resident as covered automobile parking facility only. Resident acknowledges that the parking garage is not to be used in any way as a storage facility. All residents with access to the parking garage will park on a first-come, first-served basis.

**I. Security Reminders.** Resident is reminded to review the Security Addendum to the Lease. No representation are made that the Premises's parking facilities are secure. Contact law enforcement personnel in the event that you have any security concerns. Owner disclaims any express or implied warranties of security concerning the parking facilities at the Premises. Owner urges Resident to maintain an appropriate level of automobile and property insurance for losses due to theft, fire, smoke, water damage and the like. NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL, IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER OR ITS AGENTS OR EMPLOYEES TO RESIDENT REGARDING THE PARKING FACILITIES AT THE PREMISES. OWNER NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING THE PARKING FACILITIES AT THE PREMISES AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. OWNER SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (1) RESIDENT'S FAILURE TO OBSERVE AND MAINTAIN RECOMMENDED SECURITY PRACTICES; (2) RESIDENT'S FAILURE TO NOTIFY OWNER OF ANY PROBLEM OR DEFECT OF THE PARKING FACILITIES AT THE PREMISES; OR (3) ANY INSTANCE OF THEFT OR OTHER CRIMINAL ACTIVITY OCCURRING AT THE PARKING FACILITIES AT THE PREMISES.

WARNING: RESIDENT'S VEHICLE WILL BE TOWED IF RESIDENT FAILS TO COMPLY WITH THE OWNER'S PARKING POLICIES AND RULES SET FORTH IN THIS ADDENDUM. OWNER IS NOT RESPONSIBLE FOR ANY DAMAGES INCURRED TO ANY VEHICLES TOWED WHILE BEING PARKED AT THE PREMISES.

#### **PARTIES' EXECUTION OF PARKING ADDENDUM:**

In the event that Resident violates any single term of this Parking Addendum, Resident shall be considered in Default of the Lease pursuant to Section 16 of the Lease, in which case, Owner shall have the right to pursue any rights or remedies, including the recovery of possession of the Unit, damages, attorneys' fees, court costs and interest available to

Owner pursuant to the terms of the Lease or applicable law as if Resident defaulted under the Lease. The terms of this Parking Addendum are effective as of the date of the Lease and agreed to and accepted by Resident:

RESIDENT: \_\_\_\_\_

OWNER: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ANIMAL ADDENDUM



**RE: Resident Lease Contract dated 10/28/2019 (the "Lease"), between Nathaniel D Moore ("Resident") and Sterling Heights ("Owner") for Unit Common Area and Exclusive Space at Owner's apartment community generally located at 15655 Market Hill, San Antonio, County, Texas 78256.**

This Animal Addendum (this "Addendum") is hereby incorporated and added as part of the Lease. The purpose of this Addendum is to express the terms upon which Resident will be allowed to have an animal in the Resident's Exclusive Space, shared Unit Common Area and the Premises. Capitalized terms in the Lease shall have the same meaning as in this Addendum. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

- A. Authorization for Animal.** The prohibition against animals in the Exclusive Space, Unit Common Area and Premises contained in the Lease is hereby modified such that Resident is authorized to have the following described animal in the Premises, subject to the terms and conditions stated in this Addendum and other rules pertaining to animals in Owner's apartment community:

**Animal's Name:** Tec

**Type (breed):** Aussie (Australian Shepherd)

**Color:** Blue Merle

**Weight:** 40

**Age:** 1

Resident shall provide a photograph of Resident's animal to the management office to be kept in the Resident's file. Resident acknowledges that this exception to Owner's prohibition against animals only applies to the animal described above and to no other animals.

- B. Animal Fee.** Upon the execution of this Addendum, Resident shall pay a one (1)-time nonrefundable animal fee in the amount of **\$300.00** (the "Animal Fee"). Resident acknowledges that the Animal Fee will be retained by Owner whether or not Resident complies with the terms of this Addendum.
- C. Animal Deposit.** Upon the execution of this Addendum, Resident shall pay an animal deposit in the amount of **\$0.00** (the "Animal Deposit"). Resident acknowledges that the Animal Deposit will be added to and considered to be part of the Security Deposit pursuant to the terms of the Lease. The Animal Deposit constitutes a deposit for all purposes under the Lease and applicable law and the refund of the revised Security Deposit is subject to the terms and conditions set forth in the Lease.
- D. Additional Monthly Pet Rent.** Resident must pay the Pet Rent, in the amount of **\$10.00** per month, in addition to the Base Rent set forth in Section 3 of the Lease. Resident agrees that the Pet Rent shall become and included with the total Rent under Section 3 of the Lease. Pursuant to Section 3 of the Lease, the first (1st) Monthly Installment of Rent must be paid by Resident at the commencement of the term of this Lease and the remaining installments of Rent must be paid by Resident on or before the first (1st) day of each subsequent calendar month without a grace period, in advance and without demand or offset to Owner's representative at the property's management office or at such other place as Owner designates until all Monthly Installments of Rent have been paid in full.
- E. Animal Rules.** Resident shall comply with the following rules regarding Resident's animal in addition to compliance with the terms of the Lease as well as any supplemental rules established by Owner with respect to animals or animals in the apartment community:
1. Animals must be full-grown (at least one (1) year of age).
  2. Animals should not be unattended on patios or balconies.
  3. Resident is responsible for immediately cleaning up any animal defecation and animal defecation must be dealt with as follows:
    - Cats -inside the litter box only
    - Dogs -outside, around the perimeter of the apartment property in designated animal walks or other designated areas only
  4. Animals must not disturb neighbors or others in and around the apartment community, whether the animals are inside or outside the Premises.
  5. Animals must not be tied to any fixed object anywhere outside the Premises.
  6. Animals, other than assistance or service animals, must not be let into swimming pool areas, laundry rooms, offices, club rooms, or other recreational facilities or common areas.

7. Animals must not be fed or watered outside the Premises.
8. No more than two (2) animals per Unit are permitted.
9. Cats must be neutered and declawed.
10. Aggressive breed canines and exotic animals including, but not limited to the following will not be permitted: Akita Inu, Alaskan Malamutes, American Bandogge, American Bulldog, Basenji, Boew Boel, Bull Terrier, Cane Corso, Caucasian, Chow, Doberman Pinschers, Dogo Argentino, Fila Brasileiro, German Shepherd, Great Dane, Gull Dong, Huskies, Perro de Presa Canario, Pitbull, Rhodesian Ridgeback, Rottweiler, Saint Bernard, Tosa Inu, Wolf Hybrid; Poisonous Animals (i.e. spiders, snakes); and/or, other Exotic Animals (e.g. monkey, ape, iguana, ferret, sugar gliders, snakes).
11. With the exception of a non-restricted breed or size of either a feline, canine, and/or fish in an aquarium no larger than one (1) gallon, all other animals shall be considered to be Exotic Animals
12. Animals shall be kept on a leash and under the Resident's supervision when outside of the Premises. The Owner or Owner's representative has the right to pick-up unleashed animals or report them to the proper authorities.
13. Visiting animals are not allowed

**F. Removal of Unauthorized Animal or Neglected Animal.** Owner may remove an unauthorized animal or neglected animal in the Unit after leaving Resident a written notice in the Unit at least twenty-four (24) hours in advance of Owner's removal of the animal. For the purposes of the foregoing sentence, the Owner in its own discretion, has the absolute discretion to determine whether an animal is being neglected. Owner may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss, harm, sickness, or death of the animal. Owner will return the animal to Resident upon request if it has not already been turned over to a humane society or local authority after payment of all initial and daily animal charges. Resident must pay for the animal's reasonable care and kenneling charges. If Resident brings an animal in the Unit at any time during the Lease (with or without Owner's consent), Resident will pay for defleaing, deodorizing, and shampooing.

**G. Assistance Animal or Service Animal.** The Owner shall comply with all federal and state laws, including, but not limited to the Fair Housing Act. Under the Fair Housing Act, an Assistance Animal is a reasonable accommodation to a person with a disability as necessary because of that disability. Breed, size and weight limitations are NOT applied to properly verified and approved Assistance Animals. Pet Fees, Pet Deposit and/or Pet Rent are NOT applied to properly verified and approved Assistance Animals. For additional information, see Lease Addendum for Resident with Assistant Animal in the Apartment and Community Guidelines, Agreements and Addenda to Lease.

**H. Default.** In the event that Resident violates the terms of this Addendum or in the event that Resident's animal damages the Premises or any common areas, Resident shall be responsible for such damage and be in violation of this Addendum; in which case, Owner shall have the right to pursue any rights or remedies, including the **recovery of damages, attorneys' fees, court costs and interest available to Owner pursuant to the terms of the Lease** or applicable law as if Resident defaulted under the Lease.

#### **PARTIES' EXECUTION OF ANIMAL ADDENDUM:**

**In the event that Resident violates any single term of this Animal Addendum, Resident shall be considered in Default of the Lease pursuant to Section 16 of the Lease, in which case, Owner shall have the right to pursue any rights or remedies, including the recovery of possession of the Unit, damages, attorneys' fees, court costs and interest available to Owner pursuant to the terms of the Lease or applicable law as if Resident defaulted under the Lease. The terms of this Animal Addendum are effective as of the date of the Lease and agreed to and accepted by Resident:**

**RESIDENT:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_