

TEXAS LEASE CONTRACT

This is a binding contract. Read carefully before signing.

Date of Lease Contract: 01/10/2024

MOVING IN – GENERAL INFORMATION

1. **PARTIES.** This Lease Contract (the "Lease") is between *you*, the Tenant(s) Parthasarathi Reddy Kota , Rajasekhar Reddy Vangala, Sai Kiran Thota, Sai Shanmukha Surapaneni and us, the owner River Oaks Villas. The terms "you" and "your" refer to all individuals signing this Lease and the occupants listed below. The terms "we", "us", and "our" refer to the Property listed above and not to anyone else. Written notice to or from our managers constitutes notice to or from us.
2. **PREMISES.** You have agreed to rent Apartment 14-102 at 1900 Aquarena Springs Dr Apt 14-102, San Marcos, TX, 78666 for use as a private residence **only**.
3. **OCCUPANTS.** The Apartment will only be occupied by you and the occupants listed below.
Parthasarathi Reddy Kota, Rajasekhar Reddy Vangala, Sai Kiran Thota and Sai Shanmukha Surapaneni
People not listed above may not stay for more than 3 consecutive days in one calendar month without written permission from us.
4. **LEASE TERM.** The Lease Term begins on 01/19/2024 and runs through 12/19/2024.
5. **RENT.** Rent shall be paid in equal monthly installments of \$1,423.00, due and payable in advance on the first day of each month beginning with the second month (first month collected before move-in).
 - a. **Manner of Payment.** Rent must be paid via ACH, credit card or similar means via an online portal as established by Landlord. **Under no circumstances will we accept CASH as rent payment. No agent or manager is authorized to accept cash.** If your rent is late or is dishonored by your bank, we may require payment via alternative means.
 - b. **Place of Payment.** Rent payments shall be made payable to River Oaks Villas and mailed or delivered to the following address: 1900 Aquarena Springs Dr. , San Marcos, TX 78666. All notices from Tenant to Landlord under this Lease and applicable Texas law shall be delivered to the above address.
 - c. **Timing of Payment.** Tenant agrees that all rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.
 - d. **Rent Concessions.** Tenant shall receive a rent concession of \$250.00 01/19/2024 through 01/31/2024 .
 - e. **Accelerated Rent.** Tenant expressly agrees and understands that upon Landlord's termination of this Lease, the entire remaining balance of unpaid rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable and collectible. Landlord may hold all or a portion of the Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.
 - f. **Returned Checks.** In the event that any payment by Tenant is returned for insufficient funds (NSF), the Tenant stops payment or if the payment is dishonored by the bank for any reason, Tenant will pay \$50.00 to Landlord for each such check, plus late charges as described below, until Landlord has received payment. Dishonored check fees shall be deemed additional rent. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by certified funds.
 - g. **Order in which funds are applied.** Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge- backs for repairs, unpaid utilities, etc, then to rent, regardless of any notations on checks.
 - h. **Late Fees.** If you don't pay all rent due on or before the 3 day of the month, you will pay an additional late charge of \$50.00 plus a late fee of \$0.00 per day after that until paid in full.
 - i. **Chronic late payment of Rent.** Rent is due on the first day of each month, notwithstanding other provisions in this Lease, we may terminate this Lease because you are chronically late with rent payments. Chronic late payment means failing to pay rent by the due date on three or more occasions during the Lease term.
 - j. **Failure to Pay.** As required by law, Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Lease.
6. **SECURITY DEPOSIT.** Your total security deposit is \$1,423.00, on or before the date this Lease is signed. This amount does not include an animal deposit. Any animal deposit will be stated in a separate animal addendum. The security deposit is not a pre-payment of rent. You are not permitted to apply it to any month's rent.

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7. **NON-REFUNDABLE FEES.** Before you may take possession, you must pay a non-refundable Condition of Occupancy/Administration Fee of \$100.00. This fee is to be used for, but is not limited to, costs of cleaning carpet and/or drapes, and administrative expenses. It is not a pre-payment of rent and must be paid before taking possession. If you were required to pay an application fee, it is likewise not refundable. Possession will not be provided until this lease is signed by all parties, the first month's rent, Security Deposit, the Condition of Occupancy/Administrative Fee and all animal deposits (if applicable) are paid and proof of liability insurance coverage is furnished to us (if applicable).
8. **UTILITIES.** For the entire Term, you shall place utilities for the Apartment into your name, maintain uninterrupted service and timely pay all utility bills. Failure to do so will be considered a default of this Lease. You will be responsible for related deposits and any charges or late fees on such utilities. **You will further be charged a late fine of \$50.00, for failure to place utilities for the apartment in your name prior to the lease start date.** You must not allow any utilities to be cut off or switched for any reason – including non-payment of your bill – until the end of the Lease Term. If a utility is individually metered, it must be connected in your name and you must notify the utility provider of your move-out date so the meter can be timely read. You acknowledge that you shall not be entitled to compensation in any manner for interruptions of utility services resulting from scheduled or unforeseen interruptions. You will have exclusive responsibility for optional services such as internet, telephone and cable television. Tenant will furnish and pay for the following utilities: Electric. The following utilities are included: Water, Sewer, Drainage, Trash, Common Area Gas, and Pest Control are provided but billed to you from a 3rd party provider. Utilities or services not listed herein shall be the responsibility of the Tenant.
9. **KEYS AND FURNITURE.** You will be provided with 2 apartment key(s) 1 mailbox key(s). Anyone who is not listed as a Tenant is not entitled to any keys, unless prior written permission is granted and is on file in the leasing office.
- ☐ This unit is furnished and the monthly furniture rent is \$
- ☒ This unit is not furnished.
10. **INSURANCE.** Our insurance does not cover the loss of or damage to your personal property. You are:
- ☒ required to buy and maintain renter's or liability insurance (see attached addendum), or
- ☐ not required to buy renter's or liability insurance.
- If neither box is checked, insurance is not required, but is still **strongly recommended**. If not required, we urge you to get your own insurance for losses due to theft, fire, water damage, pipe leaks, and other similar occurrences. Renter's insurance does not cover losses due to a flood.
11. **SECURITY DEVICES. What we must provide:** Texas law requires, with some exceptions, that we must provide at no cost to you when occupancy begins (1) a window latch on each window; (2) a door viewer (peephole) on each exterior door; (3) a pin lock on each sliding door; (4) either a door handle latch or a security bar on each sliding door; (5) a keyless bolting device (deadbolt) on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by statute. If we fail to install or rekey security devices as required by the Property Code, you will have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code §92.165(1).
- Subject to some limitations, under Texas law you may at any time ask us to: (1) install one keyed deadbolt on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not already have one; (3) change or rekey latches or locks. We are required by law to comply with those requests, but you must pay for them.
- Payment:** We will pay for missing security devices that are required by statute. You will pay for: (1) re-keying that you request (except when we failed to rekey after the previous tenant moved out); and (2) repairs or replacements due to misuse or damage by you, your family, occupants or guests. You must pay immediately after the work is done unless state statute authorizes advance payment. You must also pay for additional or changed security devices you request, in advance or afterward, at our option.
- A Tenant may not remove, change, rekey, replace or alter a security device or have it removed changed, rekeyed, replaced or altered without our written permission.
12. **JOINT AND SEVERAL LIABILITY.** If more than one person signs this Lease as a Tenant, their obligations are joint and several. **This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Tenants.** This includes paying rent and performing all other terms of this Lease. A judgment entered against one or more Tenant(s) does not bar an action against the others.

SPECIAL PROVISIONS AND "WHAT IF" CLAUSES

13. **SPECIAL PROVISIONS.** If you are an employee of Eenhoorn LLC and are terminated from your job, you will have 10 days to vacate the premises. The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become part of this Lease and will supersede anything conflicting provisions of this printed Lease form:
14. **DAMAGES AND REIMBURSEMENT.** You must promptly pay or reimburse us for loss, damages, consequential damages, government fines or charges or cost of repairs or service in the apartment community due for a violation of the Lease or rules; improper use, negligence, other conduct by you or your family, invitees, guests, or occupants; or any other cause not due to our negligence or fault. You are liable for fines imposed on us by a governmental entity if you or your occupant(s) actually caused the damage or other conditions on which the fines are based pursuant to Texas

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Property Code §92.106. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests or occupants, or other representatives who perform at your request services not contemplated by this Lease. **Unless the damage or wastewater stoppage is due to our negligence, we are not liable for it and you must pay for repairs, replacement costs, and damages to the following if occurring during the Lease term or renewal period: (1) damage to doors, windows or screen (2) damage from windows or doors left open and (3) damages from wastewater stoppages caused by improper objects in the lines exclusively servicing your Apartment.** We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding funds you owe is not a waiver.

15. **CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT.** All property left in the Apartment is (unless under §54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent. For this purpose "Apartment" excludes common areas but includes interior living/bedroom areas and exterior patios, balconies, garages and storerooms for your exclusive use.

Lien for Rent and Personal Property If your rent is delinquent, our representative may peacefully enter the Apartment and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the Apartment in a conspicuous place – plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the Apartment is presumed to be yours unless proven otherwise.

Removal after Surrender, Abandonment or Eviction. We or law officers may remove or store all property remaining in the Apartment or in common areas (including any vehicles your or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the Apartment.

Storage. We will store property removed under a contractual lien. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the Apartment. We're not liable for casualty loss, damage or theft except for the property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: Our lien on property listed under Property Code §54.042 is limited to charges for packing, removing and storing.

Redemption. If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing and storing. If we've removed and stored property after surrender, abandonment or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, re-letting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Disposition or Sale. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are (1) left in the Apartment after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed following judicial eviction. Animals removed after surrender, abandonment or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address, the notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

16. **FAILURE TO PAY FIRST OR LAST MONTH'S RENT.** If you don't pay the first month's rent when or before this Lease begins, all future rent will be automatically accelerated without notice and immediately due. We may end your right of possession and recover damages, future rent, re-letting charges, attorney fees, court costs and other lawful charges. Our rights, remedies and duties in this Lease apply to rent acceleration under the Lease. If you withhold payment of the last month's rent when it is due, we will presume you have acted in bad faith and you will be liable for 3 times the amount of rent withheld and our reasonable attorney's fees in any suit to recover rent.

17. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease changes are allowed before the initial Lease term expires, except those permitted under this paragraph or special provisions, written modifications agreed by you and us and reasonable changes to apartment rules. If during the term of this Lease there are increases in operating costs, we may increase the rent in proportion to the amount of the operational cost increases. Such increases may include services for electricity, heating fuel, property taxes and premiums for liability, fire, or workers compensation insurance that we have incurred. The increases shall be passed on to you proportionately to the gross square footage of your Apartment of the total affected premises. The new modified Lease will begin on the date stated in the notice (no signatures are necessary).

18. **DELAY OF OCCUPANCY.** If possession is or will be delayed for construction, repairs, cleaning or a previous Tenant's holding over, we're not responsible for the delay. The Lease will remain in force subject to: (1) abatement of rent on a daily basis during the delay and (2) your right to terminate the Lease as set forth below. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Apartment.

If there is a delay and we haven't given notice of delay as set forth below, you may terminate up to the date when the Apartment is ready for occupancy, but not later than such date.

- If we give written notice to only one of you when or after the Lease begins and the notice states that occupancy has been delayed because of construction or a previous tenant's holding over, and that the Apartment will be ready on a specific date, you may terminate the Lease within 3 (three) days **in writing** of your receiving the notice but not later than that time.
- If we give notice to only one of you before the effective Lease date and the notice states that construction delay is expected and that the Apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 (seven) days **in writing** after any one

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of you receives written notice, but not later than that time. The readiness date is considered the new effective begin date of the Lease. This new day may not be moved to an earlier date unless we and you agree.

19. **DISCLOSURE RIGHTS TO THIRD PARTIES.** If someone requests information on you or your rental history for law-enforcement, governmental or business purposes, we may provide it without your consent. At our request, any utility provider may furnish us with information about pending or actual connections or disconnections of utility service to your unit.
20. **PEST CONTROL.** We will make every attempt to eliminate insects, rodents and other pests from the premises before you move in. However, we do not guarantee at that your Apartment is free of pests. In the event of Bed Bugs, we agree to inform you of pertinent information regarding prevention, treatment and extermination. You will be required to execute a Bed Bug Addendum which is considered an integral part of this lease.

WHILE YOU'RE LIVING IN THE APARTMENT

21. **COMMUNITY RULES OR POLICIES.** You and all guests, invitees, family and occupants must comply with any written apartment rules or community policies, including instructions for care of our property. Our rules are considered part of this Lease. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change the dollar amounts listed on page 1 of this Lease.
22. **LIMITATIONS ON CONDUCT.** The Apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in an appropriate receptacle in accordance with local ordinances. 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. You, your occupants or guests may not use candles, kerosene lamps or heaters anywhere in the Apartment or apartment community without our prior written permission. We may prohibit you from cooking on balconies or outside or soliciting business or contributions. We may regulate: (1) the use of patios, balconies and porches, (2) the conduct of furniture movers and delivery persons and (3) recreational activities in common areas. We may exclude from the apartment community guest(s) or others who, in our judgment, have been violating the law, violating this Lease or any apartment rules, or disturbing other residents, neighbors, visitors or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.
23. **PROHIBITED CONDUCT.** You and your occupants, or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents), engaging in threatening violence; possessing a weapon prohibited by state or federal law; discharging a firearm in the apartment community; displaying or possessing a gun, knife or other weapon in the common area in a way that may alarm others; storing anything in appliance/utility closets; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; using windows for entry or exit; heating the apartment with gas-operated cooking stove; or injuring our reputation by making bad faith allegations against us to others.
24. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if it:
1. Has a flat tire or is otherwise inoperable.
 2. Is on jacks, blocks or has wheel(s) missing
 3. Takes up more than one parking space
 4. Belongs to a resident or occupant who has surrendered or abandoned the apartment
 5. Is in a handicap space without the legally required handicap insignia
 6. Is in a space marked for office visitors, managers, or staff
 7. Blocks another vehicle from exiting
 8. Is in a fire lane or designated "no parking" area
 9. Is in a space marked for other resident(s) or apartment(s)
 10. Is on the grass, sidewalk, or patio
 11. Blocks garbage trucks from access to a dumpster, or
 12. Has no current license, registration or inspection sticker, and we give you at least 10 days' notice that the vehicle will be towed if not removed.

25. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase. You may also have the right under Texas law to terminate the Lease Contract in certain situations involving family violence, certain sexual offenses or stalking.

DEATH OF SOLE RESIDENT. If you are the sole resident and die during the Lease Contract term, the Lease Contract may be terminated without penalty by an authorized representative of your estate with at least 30 days written notice. Your estate will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the apartment are removed. Your estate will also be liable for all charges and damages to the apartment until it is vacated, and any removal and storage costs.

26. **MILITARY PERSONNEL CLAUSE.** You may have the right under Texas law to terminate the Lease Contract in certain situations involving military deployment or transfer. You may terminate the Lease contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:

1. You are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and

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2. You (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident household. A Co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 13, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your reenlistment or obligation will not end before the Lease Contract term end. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 37. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

27. **ILLEGAL DRUG USE/POSSESSION AND OTHER CRIMES.** The use or cultivation of marijuana anywhere on this property is strictly prohibited and is grounds for termination of tenancy. You must not violate, or knowingly allow another to violate Federal, state or local laws regarding the use of controlled substances or the use or possession of alcohol by minors in or around the premises. When aware of the violation of this provision, we will file a formal police report.

28. **RESIDENT SAFETY AND LOSS.** You and all occupants and guests must exercise due care for your own and other's safety and security, especially in the use of smoke and other detection devices, door and window locks, and other safety or security devices.

Detection Devices. We will furnish smoke detectors as required by law and we'll test them and provide working batteries when you take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report detector malfunctions to us. A smoke detector that is in good working order at the time you take possession is presumed to be in good working order until you request a repair. **You must not disconnect, disable or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. If you do so, you may be liable to us under §92.2611 of the Texas Property Code for \$100.00 plus one month's rent, actual damages and attorney's fees. You will be liable for any property loss or damage as a result from fire, smoke or water.** Upon request, we will provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment disability.

Casualty Loss. We are not liable to any tenant, resident, guest, invitee or occupant for personal injury or loss of personal property due to fire, smoke, rain, flood or actions of employees in the Apartment or the apartment community.

If after a casualty loss the Apartment is, as a practical matter, totally unusable for residential purposes and if the casualty loss is not caused by the negligence or fault of a Tenant, occupant, member of the Tenant's family, or a guest or invitee of the Tenant, either party may terminate this Lease upon five days notice by **giving written notice to the other any time before repairs are completed.** If the Lease is terminated, you are entitled only to a pro rata refund of rent from the date you move out and to a refund of any security deposits, less lawful deductions. If after a casualty loss the Apartment is partially unusable for residential purposes and if the casualty loss is not caused by the negligence or fault of a Tenant, occupant, member of the Tenant's family or a guest or invitee of the Tenant, the parties agree that you will be entitled to a reduction in the rent in an amount proportionate to the extent the premises are unusable because of the casualty.

If after a casualty loss the Apartment is totally unusable for residential purposes and Tenant, an occupant, member of the Tenant's family, or a guest or invitee of the Tenant is responsible for the casualty loss, you and all others must vacate the Apartment and will remain liable for the rent and damages through the term of the Lease.

Security Measures. You will not treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons. Even if previously provided, we're not obligated to furnish security personnel, patrols, lighting, gates or fences, or other forms of security, unless required by statute. If you or any occupant or guest is affected by a crime, you must make a **written report** to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number.

29. **KNOW YOUR NEIGHBORS.** Certain individuals convicted of certain sex-related crimes are required to register their name and current address on an index maintained by the state or county in which they reside. You may access that index in order to determine whether any such individuals live in proximity to a certain location. The public may access the internet to view all sex offenders in Texas. The state-wide Sex Offender Registry can be obtained through the internet at <https://records.txdps.state.tx.us>. The public may also contact the local Sheriff to view a list of sex offenders listed in their county.

30. **CONDITION OF PREMISES AND ALTERATIONS.** You accept the Apartment, fixtures, and furniture (if provided) as is. We will provide an inventory checklist and condition form on or before the move-in date. You will have 72 hours from the time you are provided this form to note the condition of the Apartment and all furnishings, sign it, and return it to our representative. If you fail to do so, the Apartment and the furnishings will be presumed to be in clean, safe and good working order. You shall not make repairs, paint, hang wallpaper, lay carpet, make electrical changes or alter the Apartment without our prior written permission. You shall not make holes or place stickers inside or outside the Apartment. No water furniture, washing machines, additional phone or TV cable outlets/jacks are permitted without our prior written permission. Also, you cannot install alarm systems, make lock changes, additions or rekey the locks unless statutorily permitted or we give you prior written permission (and in all cases, we must be provided with a key). Satellite dishes or antennas may be installed if the parties execute a separate addendum for that purpose. Such systems must comply with federal and state law. You agree not to alter damage or remove our property. Upon move-in, we will supply light bulbs for lighting devices we provide; after taking possession of the Apartment, you will be responsible for replacing them. Any and all

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improvements in the apartment become fixtures and belong to us upon you moving out unless we otherwise agree in writing.

31. **REPAIRS, MALFUNCTIONS AND LIABILITY.** **ALL REQUESTS FOR REPAIRS OR SERVICES MUST BE PUT IN WRITING AND SIGNED BY OUR REPRESENTATIVE** (except in case of emergency, overflowing sewage, gas explosions, fires, smoke, flooding, electrical shorts or crime in progress). Our written request for your oral request does not constitute a written request from you.

Our compliance with or response to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this Lease. You must promptly notify us in writing of water leaks, mold, electrical issues, malfunctioning lights, broken or missing locks and any other conditions which materially affect the health and safety of the ordinary occupant. We may change or install utility lines or equipment serving the Apartment if the work is done in a reasonable manner without substantially increasing your utility costs. We may turn off or disable equipment and interrupt utilities as necessary to avoid property damage or perform work or repairs. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative the next business day or as soon as reasonably possible.

32. **WHEN WE MAY ENTER.** If you or any occupant is present, any persons doing repairs, contract work, maintenance or others directed by our representatives may enter your Apartment at reasonable times for the purposes listed in this paragraph. If no one is present, such persons may enter peaceably by using a duplicate or master key at any reasonable times. Written notice of entry will be left in a conspicuous place in the Apartment immediately after the entry. If entry is made responding to your request to make repairs, to perform routine maintenance on the Apartment, pest control, remove health or safety hazards, allowing law enforcement access under valid right of law or statute, showing the Apartment to prospective tenants or to public and private inspectors, exercising contractual lien rights or removing abandoned property, and for any other purpose not listed we will attempt to give you 24 hour notice of our intent to enter as much as reasonably possible based on circumstances.

33. **ANIMALS.** No animals (including, but not limited to, mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the Apartment or apartment community unless we've so authorized in writing. All occupants with an animal must sign a separate animal addendum and pay an animal deposit and/or fee. We will allow a support animal for a disabled person upon a written statement from a qualified professional verifying the need for such an animal. Occupants must not feed stray or wild animals. Violations of the animal restrictions subject you and the other occupants to charges, damages and eviction along with any other remedies provided by this Lease or the animal addendum. You may be charged for defleaing, deodorizing, and shampooing the Apartment if any animal occupies your apartment at any time. The parties agree that animal charges are liquidated damages for time and overhead for enforcement of the restrictions and rules. This Lease authorizes us to remove an unauthorized animal by leaving 24 hours advance notice of our intent to remove the animal. The animal may be kept by us or we may turn it over to the humane society or animal shelter. Any sickness, injury to or loss of the animal will not be our fault if such procedures are followed. We will return the animal to you after you have paid any expenses for reasonable care and kenneling if the animal has not been turned over to the humane society or shelter. If you violate the animal restrictions under this Lease or animal addendum or any of the rules associated with animals, you will pay a \$100.00 fee until corrective actions have been taken. If caught with an unauthorized animal anywhere in the apartment community you will pay a fee of \$500.00 and \$10.00 per day until the animal has been removed or until you register the animal with management and pay the required animal deposit and/or fee.

34. **TAP WATER.** You acknowledge that tap water in the Apartment is capable of causing severe personal injury if allowed to come into contact with the skin. You also understand that children, the elderly and handicapped are especially susceptible to burns, drowning, and other injuries if left unattended in a tub, shower or sink. You accept responsibility for ensuring people will bathe and use tap water in the Apartment in a safe manner to avoid injury. You will hold us, our agents, owners and managers harmless from all claims and liabilities.

35. **ASSIGNMENTS OR SUBLETTING.** You shall not assign this Lease or sublet any portion of the Apartment. Only those listed as Tenants/Occupants may occupy the premises.

36. **OWNER'S RESPONSIBILITIES.** We are obligated to keep common areas reasonably clean and, subject to certain conditions of the Lease, maintain fixtures; hot water; heating and air conditioning equipment, make all reasonable repairs (subject to your obligation to pay for damages for which you are liable), and substantially comply with all applicable laws regarding health safety and fair housing. Violations by us allow you to terminate the Lease and exercise certain remedies under §92.056 of the Texas Property code only if:

- all rent has been paid and current and you have made a written request for repair or remedy of the condition after which we will have a reasonable time for repair or remedy;
- If we don't make the repair or remedy, you must make a second written request for such repair – then we have a reasonable time for repair or remedy; and
- And if the repair or remedy has not been done within a reasonable time, you may immediately terminate this Lease by giving us a final written notice. Other remedies by law may be exercised.

You may give us one written request instead of two, if you do so by certified mail, return receipt requested. The term "reasonable time" takes into consideration the extent of the problem, the availability of materials and labor, the time customarily needed to complete the job and the maintenance demands by other residents of the apartment community. To exercise any such remedies, your rent must be current. All steps will be taken to comply with the law in refunding deposits and pro-rating your rent.

37. **DEFAULT BY TENANT.** You are in default if (a) you don't pay rent or other amounts owed on the date owed, (b) you or any occupant, guest or invitee violates this Lease (including violations of the utility clause), apartment rules (including noise violations) or any criminal law on the premises of the apartment community, (c) you abandon the apartment, (d) you provide us with false information on the rental application, (e) you or any occupant is arrested, charged, detained or given deferred adjudication probation or pretrial diversion for any felony offense, any sex-related crime, or any crime involving the possession, manufacture or delivery of any controlled substance or drug paraphernalia as defined in the Texas Controlled Substances Act, (f) any illegal drugs or paraphernalia are found in your Apartment, (g) you or any occupant makes an invalid habitability complaint to an official or employee of a utility company or the government in bad faith.

Eviction. If you default on this Lease, we may end your occupancy by giving you a written 24-hour notice. Notice may be by mail, certified mail, personal delivery or notice affixed to the entry door of the Apartment. Termination does not release you from being liable for rent due, future rent

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due or any other obligations of this Lease. Accepting any monies after notice has been given does not waive our right to eviction.

Accelerating Rent and Repayment of Concessions. All rent under the remainder of the Lease or any renewal periods remaining may be accelerated automatically without notice to you if: you move out, remove property in preparing to move out or give written or oral notice of intent to move out before the Lease term expires and you have not paid all rent for the entire lease term. You are in default for such conducts for which we do not need to give you notice. Remaining rent is accelerated if you are evicted or move out upon our demand because you defaulted. If this lease is terminated by either party for any reason prior to the expiration of the lease term, the amount of rent concessions, if any, is to be repaid immediately and in full. THERE ARE NO EXCEPTIONS.

Holdover. You or any occupant, guest or invitee may not hold over beyond the date of the move out unless we agree in writing to let you do so. If you do hold over, all holdover rent is due in advance on a monthly basis and may become delinquent without notice or demand, rent may be increased by up to 25% over the market rental rate at the time, and you will be liable for all rent for the full term of any previously signed Lease of a new resident who cannot occupy the Apartment because of your hold over.

Other Remedies. If your rent is delinquent and we give you five (5) days prior written notice, we may terminate electricity that we have furnished at our expense, unless government regulations provide otherwise. Unpaid amounts may be reported to credit reporting agencies. **By defaulting, you will repay us any amounts stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Also default entitles us to all legal remedies including termination and lockout.** Unless a party is seeking exemplary or punitive damages, the prevailing party may recover from the non-prevailing party's attorney's fees and other costs of litigation. We may recover attorney's fees in connection with enforcing our rights. All unpaid amounts may bear 18% interest per year from the due date, compounded annually. All collection agency fees must be paid within 10 days after we demand payment by mail and if not paid, collection fees will be added as additional charges.

Mitigation of Damages. If you move out early or default on the Lease, we will exercise our obligation to minimize our damages. All subsequently collected rent will be credited against your liability for rent due through the end of your Lease term.

MOVING OUT

38. **MOVE-OUT NOTICE.** This Lease Term expires on 08/18/2025. You must contact the leasing office ***in writing*** no later than 06/19/2025 to give notice of your intention to either vacate the Apartment at the expiration of this Lease or renew for another term. If you do not intend to renew your lease, you must vacate the Apartment on or before the expiration date of this lease. If you remain in possession thereafter without our written permission, the tenancy shall continue on a month-to-month basis from the date the Lease expires, and all other covenants of this Lease shall remain in full force and effect; except that rent shall increase to the market rate per month, beginning the first day after Lease expiration.

A move-out notice (valid or otherwise) does not release you from liability for the full term of the Lease or renewal term. You are still liable for the entire Lease term. The written move-out notice must contain the specific date for move out. No move-out notice will be accepted unless in writing and signed by the resident. The move-out notice must not terminate the Lease before the end of the Lease term. Such advance notice must be made in compliance with this Lease and any special provisions. You may use our pre-printed written move-out notice form. It is your obligation to obtain written acknowledgment from us that we received and accepted your written move-out notice. **If you fail to comply with the requirements of this paragraph, you will be assessed a fine of \$500.00.** This fine is a penalty that is not considered rent and will not be applied to any rent due and owing.

Inability to Live Independently. You may terminate this Lease upon thirty (30) days written notice to us if you have become incapable of living independently during the term, as certified by a physician's written statement. The physician's statement must be provided to Landlord at the time of giving the written notice. You will not incur any early termination fees if you give the requisite notice and pay all rent and other monies due through the notice period.

39. **PREMATURE TERMINATION.** YOU CAN END ALL LIABILITY FOR RENT UNDER THIS LEASE (BUT NOT LIABILITY FOR DAMAGES EXCEEDING NORMAL WEAR AND TEAR) AND VACATE BEFORE THE END OF THE INITIAL LEASE TERM STATED ABOVE ***ONLY*** BY DOING ***ALL*** OF THE FOLLOWING:

- Pay all monies currently due and repay all rent concessions;
- give a **60 day written notice to vacate** prior to the first day of the month and to take effect as of the last day of the calendar month;
- Pay all rent due through the notice period preceding the early termination date;
- Pay an early termination fee as liquidated damages (this amount is not considered rent) of \$2,846.00 ; and
- Vacate the Apartment on or before the specified termination date by removing all occupants and possessions and physically handing all keys to the management.

If all of these steps listed above are not done, then the Lease remains in effect for the full term, and you must pay for all rent that comes due. ***If you skip, abandon or are evicted from the Apartment without complying with the requirements of this paragraph, then you will be in default and responsible for rent through the lease term (subject to our duty to mitigate, if any), the termination fee of \$2,846.00 as liquated damages, any other charges due and damages and cleaning fees in excess of normal wear and tear.*** Our employees are NOT authorized to make a verbal statement that waives the notice and termination fees. You have no right to rely on our employees' verbal statements that contradict any requirements of this Lease. Any waiver of the notice provisions or fee requirements must be in writing, dated and signed by all parties.

40. **FAILURE TO GIVE WRITTEN NOTICE OF TERMINATION AS REQUIRED BY THIS LEASE WILL RESULT IN FORFEITURE OF YOUR SECURITY DEPOSIT.**

41. **MOVE-OUT.** All modifications of the move-out date must be in writing signed by both parties. You agree not to move out early unless all the rent

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for the remainder of the Lease term is paid in full. Early move out may result in re-letting charges and acceleration of future rent. **You are strictly prohibited from applying any security deposits to rent.** All Tenants, guests and occupants must surrender possession of the Apartment before the date specified in the written 60 day move out notice in order for the deposit to be returned. To receive a return of any deposits, you must provide us **in writing** your forwarding address.

42. **CLEANING THE APARTMENT.** You must clean your Apartment completely before moving out. If all cleaning instructions are not followed satisfactorily, you may be liable for damages. You may request a move-out inspection by our representatives before turning in the keys. Any oral statements made by our representatives are not binding and are subject to modification or correction.
43. **DEPOSIT RETURN, SURRENDER AND ABANDONMENT.** We will comply with Texas Law regarding security deposits. Regardless of any deductions from the security deposit, you will remain liable for unpaid rent, or damages caused by negligence, accident, or abuse of the Apartment by you, any occupant, invitee or guest. You are liable to us for charges for replacing the keys and access devices if you fail to return them on or before your actual move-out date, accelerated rent and any re-letting fees. We will mail you a security deposit refund less any lawful deductions and an itemized accounting of any deductions within thirty days of your surrender or abandonment of the apartment. "Surrender" means either the move-out date has passed and no one is occupying the Apartment or all apartment keys and access devices have been returned to us, whichever occurs first. "Abandonment" means all occupants have moved out, you have been in default for non-payment of rent for at least three consecutive days or utilities have been transferred or terminated or unpaid and you have failed to respond within two days of our notice left on the main entry door stating that we believe the Apartment has been abandoned. We consider abandonment to occur 10 calendar days after a sole resident has died.

GENERAL CLAUSES

44. **MISCELLANEOUS.**

- a. **Waiver.** Our non-enforcement of a provision of this Lease on one (1) or more occasions is not a continuing waiver of our right to enforce the provision, and its consent to an act of Tenants on one (1) or more occasions (where consent is required) is not a continuing consent to any subsequent similar act by Tenants. No breach is waived by us unless waived in writing.
- b. **Waiver of Subrogation.** Each party does hereby release and discharge the other party and any officer, agent, employee, or representative of such party of and from any liability whatsoever arising from loss, damage, or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of subrogation) is carried by the injured party at the time of such loss, damage, or injury to the extent of any recovery by the insured party under such insurance.
- c. **Modification.** No modifications to this Lease shall be binding upon either party unless agreed upon in writing.
- d. **Rules and Regulations.** You and your guests, invitees, occupants and family members must comply with the rules and regulations of the apartment community.
- e. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due under this Lease, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with the action, including reasonable attorney's fees.
- f. **Captions.** Paragraph captions are to assist with identification and have no legal significance.
- g. **Successors Bound.** Heirs, successors, assigns, and representatives of any party to this Lease shall be bound by the covenants of this Lease. In case you are deceased or become incapacitated during the term of this Lease, you authorize us to release your personal property to Raja. This designation will in no way serve as a living will/power of attorney.
- h. **Severability.** A court ruling that a portion of this Lease is invalid or the parties' written agreement not to observe a portion of this Lease shall not invalidate any other clauses of this Lease.
- i. **Notice.** Notices to you shall be delivered or sent to the Apartment. Payment of rent or other charge due from you and notices to us shall be delivered or sent to the address specified in Paragraph 5. Notices required by this lease or by law shall be in writing. Notices that are mailed (including security deposit notices) are deemed received by the other party on the next regular day for delivery of mail after being stamped with sufficient postage and deposited in a United States mailbox. Our requests and notices to any Tenant in the Apartment constitute notice to all Tenants and occupants. Each Tenant is considered an agent for all Tenants for purposes of service of any eviction lawsuit. Fax signatures are binding and notices may not be given by email or other electronic means. No employee, agent, or Management Company is personally liable for an action taken on behalf of the owner.
- j. **Entire Agreement.** This Lease, any associated addenda and community rules and regulations are our entire agreement and the parties agree that they enter it voluntarily. There are no other agreements that are part of this Lease or to which the parties are bound unless enumerated herein. Your application to lease is incorporated herein, and you covenant that the information supplied in that application was and continues to be accurate.
- k. **Breach of Lease and Right to Re-Enter and Regain Possession.** If you fail to pay rent or violate any other term of this Lease, we may terminate the tenancy, re-enter the Apartment, and regain possession in accordance with the law. If we violate any term of this Lease, you may terminate the tenancy.

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SIGNATURE AND ADDENDA

LEASE CONTRACT AND ADDENDA. The Lease has been executed in multiple originals, each with original signatures. Each original is treated equally. The items listed below are attached addenda to this Lease:

- 01) Bed Bug Addendum
- 02) Crime and Drug Free Addendum
- 03) Liability Insurance Addendum
- 04) Mold Addendum
- 05) No Smoking Addendum
- 06) Pool Clubhouse Addendum
- 07) Rules and Regulations
- 08) TX Flood Disclosure
- 09) Document Receipt Addendum
- 10) TX Utility Addendum

This is a legally binding contract. Please read it carefully. If you wish, you may take a copy of this contract to an attorney for review. All changes must be made in writing; however we may or may not accept any changes. Any changes made must be signed by all parties. You are entitled to an original of this Lease after it is fully executed.



Lessee Signature

01/15/2024

Date

Lessee Signature

Date



Lessee Signature

01/15/2024

Date

Lessee Signature

Date



Lessee Signature

01/16/2024

Date



01/16/2024

Agent for Owner

Date



Lessee Signature

01/15/2024

Date

BED BUG ADDENDUM

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

This community has a comprehensive plan of action to follow when we encounter bed bugs. Self-treatment is not permitted and we require that a licensed pest management professional be engaged to help respond to and treat infested apartments. Because involving a pest management professional in the eradication plan is difficult and costly, we require your full cooperation in the treatment solution and policies relating to controlling bed bug infestation. Failure or refusal to cooperate will result in termination of tenancy.

1. **PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.
2. **INSPECTION.** By executing this addendum you certify that either you have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestations, or in the alternative, you will inspect the dwelling within 48 hours after move-in and notify us of any bed bugs or bed bug infestation.
3. **BED BUG FREE CERTIFICATION.** You certify that you have made a good faith and thorough inspection of all of the following items:
 - Mattress
 - Box Spring
 - Bed frame and headboard
 - Couches, sofas, chairs, recliners
 - Nightstands, Dressers, and clothing
 - Suitcases and backpacks, etc
 - General inspection of your current premises including baseboards, carpet, rug edges, between folds of drapery or curtains and all window and door molding.

Based on this inspection, you certify that you found no visible signs of bed bug infestation. You further certify, that based upon your knowledge and belief, that your current apartment unit (or home) has not suffered a bed bug infestation during the term of your tenancy.

4. **DISCLOSURE OF PRIOR INFESTATION.** You agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced has been disclosed in writing to the property.
5. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for and treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We will have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infection even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to the accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your rights of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.
6. **NOTIFICATION.** You must promptly notify us:
 - Of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
 - Of any recurring or unexplained bites, sting, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling
 - If you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
7. **COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all direction from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
8. **RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and






perform pest control treatments to eradicate the infestation in other dwellings. If you fail to pay us any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.
10. **DEFAULT.** Any default of this Addendum or of the Lease by Resident shall entitle us to pursue all rights and remedies available under this Addendum, the Lease or applicable law including, but not limited to, terminating your right to possession of the premises for material non-compliance. The following will be considered material non-compliance with this Addendum:
- Any misrepresentation by you in this addendum;
 - Refusal to execute the Bed Bug Treatment Agreement;
 - Failure to promptly notify us of the presence of bed bugs;
 - Failure to adequately prepare for treatment in the sole discretion of a pest control professional;
 - Refusal to allow us to inspect the Apartment;
 - Any action that prevents treatment of the Apartment or potentially exacerbates or increases the bed bug issue.
11. **CONFLICTS.** To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.

THIS ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED THIS DAY BETWEEN LANDLORD AND TENANT

You agree to be bound by this Addendum and all Bed Bug Treatment Plans. You understand that this information is relied on by the management and must be returned to management prior to taking occupancy. Any false statements and/or misrepresentations may serve as grounds for breach of lease and/or termination of tenancy.

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

	06/21/2024		
Lessee Signature	Date	Lessee Signature	Date
	06/19/2024		
Lessee Signature	Date	Lessee Signature	Date
	06/21/2024		06/21/2024
Lessee Signature	Date	Agent for Owner	Date
	06/19/2024		
Lessee Signature	Date		




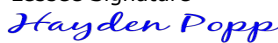
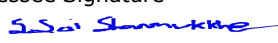
CRIME AND DRUG FREE ADDENDUM

In consideration of the execution or renewal of a lease agreement of a dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. The Tenant, any member of Tenant's household, a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity in, on, or within sight of the rental premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use controlled substances (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. Section 802]). Controlled substances include but are not limited to marijuana.
2. The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including but not limited to drug-related criminal activity, in, on, or within sight of the rental premises.
3. The Tenant or any member of the household will not permit the dwelling unit inside or out to be used for criminal activity, or to facilitate criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. The Tenant or any member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of a controlled substance and/or drug paraphernalia in, on, or within sight of the rental premises or otherwise.
5. The Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in any illegal activity in, on, or within sight of the rental premises, including but not limited to prostitution, public drunkenness, intimidation of persons, lewd behavior, trespass by guests if they have previously received a trespass warning, dangerous operation of a motor vehicle, disorderly conduct, street gang activity, battery, assault, discharging weapons of any kind, acts of violence, threats of violence, threats against management, staff or workers, sexual crimes (including sexual crimes committed off the rental premises), or any breach of the lease agreement that otherwise jeopardizes the safety or welfare of any persons or constitutes a threat to persons or property.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation and material noncompliance with the Lease. The Tenant agrees that the tenancy will be terminated and Tenant agrees to vacate according to the terms of any Notice to Vacate or an eviction action will be filed. **PROOF OF VIOLATION OF THIS ADDENDUM SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence that the incident or action occurred.

In case of conflict between the provisions of this addendum and any other provision of the lease, the provisions of this addendum shall govern.

This Addendum is incorporated into the lease executed or renewed this day between Landlord and Tenant.

	06/21/2024		
Lessee Signature	Date	Lessee Signature	Date
	06/19/2024		
Lessee Signature	Date	Lessee Signature	Date
	06/21/2024		06/21/2024
Lessee Signature	Date	Agent for Owner	Date
	06/19/2024		
Lessee Signature	Date		

LIABILITY INSURANCE ADDENDUM

This will serve as an Addendum to the Lease dated 07/19/2024, between River Oaks Villas (Owner) and (Tenants) regarding the Premises located at 1900 Aquarena Springs Dr Apt 14-102, San Marcos, TX 78666.

1. **ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.** You understand that our property or liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions or those of any occupant of the dwelling or guest. You understand that by not maintaining a renter's or liability insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in the dwelling. **You understand that your Lease may require you to maintain a renter's or liability insurance policy, which provides limits of liability to third parties in an amount not less than \$50,000 per occurrence.** If you obtain such insurance coverage, whether required to by your lease or not, you agree to maintain, at your own expense, during the Term of the Lease and any subsequent renewal periods, a renter's or liability insurance policy satisfying our requirements. **Liability insurance does not protect you against loss or damage to your personal property or belongings – only a renter's insurance policy does this. It also does not protect you from losses caused by flooding. Flood insurance is different than renter's insurance. For more information regarding renter's or flood insurance, contact your state Department of Insurance.**
2. **AGREEMENT TO PURCHASE.** If required below, you agree to purchase renter's or liability insurance from an insurance company of your choice. You must provide us with written proof of compliance with this Lease Addendum on or prior to lease commencement date, and any time we request it. Your policy must contain provisions or include endorsements which provide that it shall not be cancelled, amended or materially altered without at least 30 days prior written notice to us. If you are renting temporarily and have homeowner's policy or have a guarantor on your lease with a current homeowner's policy, that coverage may extend to your Apartment. Please check with the homeowner's insurance provider and submit a certificate of coverage to us if the policy provides the coverage required under the Lease Contract. Your policy must name River Oaks Villas (the property) as an additional insured or interested party. You may obtain this coverage from any qualified insurer.
3. **FAILURE TO PURCHASE OR MAINTAIN RENTERS INSURANCE.** As stated above you have the option to provide your own renter's or liability insurance policy through your insurance agent as long as it meets the requirements set forth in section 1. **Acknowledgement concerning insurance or damage waiver.** Failure to purchase and or properly maintain the required renter's or liability insurance shall result in River Oaks Villas automatically enrolling Tenant into the proper renter's or liability insurance via the property's preferred renters insurance program. Tenant will be charged a monthly fee of \$25.00 in addition to their monthly rent to cover the cost of this insurance. The additional \$25.00 monthly charge shall abate if Tenant procures its own insurance which meets the requirements outlined in section 1. **Acknowledgement concerning insurance or damage waiver.**
4. **SUBROGATION ALLOWED.** You and we agree that subrogation is allowed by all parties and this agreement supersedes any language to the contrary in the Lease Contract. All other terms of the Lease remain in full force and effect.
5. **INSURANCE REQUIRED/NOT REQUIRED.** Our insurance does not cover the loss or damage to your personal property. You are:
☒ Required to buy and maintain renter's or liability insurance and fulfill the above requirements, or
☐ Not required to buy renters or liability insurance.

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



Lessee Signature

06/21/2024

Date



Lessee Signature

06/19/2024

Date



Lessee Signature

06/21/2024

Date



Lessee Signature

06/19/2024

Date

Lessee Signature

Date

Lessee Signature

Date



Agent for Owner

06/21/2024

Date





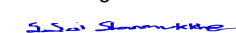
MOLD ADDENDUM

Notice to Resident(s): It is our goal to maintain a quality living environment for our residents. To help achieve this objective, it is important to minimize any mold growth in your unit. This addendum contains important information for you, the resident, as well as your responsibilities as they pertain to mold prevention.

1. **ABOUT MOLD.** Mold is found virtually everywhere in our environment, inside, outside, and in new and old structures. Molds are naturally occurring and microscopic organisms that reproduce from spores. Whether or not we were aware of it, we have all lived with mold spores for all of our lives. Without molds, dead organic matter would not decompose. Mold breaks down organic matter in the environment and then uses the end product for food. Mold spores are transported through the air by shoes, clothing and other means. When excess moisture is present, mold can grow. There is conflicting scientific evidence as to what constitutes an adequate accumulation of mold which could lead to adverse health effects. Nonetheless, necessary precautions need to be taken.
2. **RESIDENT(S) RESPONSIBILITIES FOR MOLD PREVENTION.** In order to minimize the potential for growth of mold, the resident agrees to:
 - Keep the unit clean particularly the kitchen, bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner is vital in the removal of household dirt and debris that harbor mold or the elements that promote mold growth. Immediately dispose of moldy food.
 - Remove and/or report visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for and report leaks in washing machine hoses and discharge lines regardless of size. The importance of this is to prevent infiltration of any nearby walls. Resident agrees to turn on any exhaust fans in the bathroom(s) and/or kitchen before showering or cooking. Shower curtain is to be inside the tub. If the unit is equipped with a shower door, while showering, the door must remain closed. After bathing or showering the experts recommend that (1) the shower walls, shower doors, bathtub and bathroom floor be wiped free of moisture; (2) the bathroom door should be left open until all moisture on the mirrors, walls and tile surfaces has dissipated; and (3) the towels and bath mats are hung up until completely dry.
 - Promptly notify the Landlord, in writing, about any air conditioning or heating system problems. Check furnace or air filter regularly. It is recommended that doors and/or windows are periodically opened when the outside humidity is below 50% in order to reduce humid areas in the unit.
 - Promptly notify the Landlord, in writing, of any water leaks, water infiltration or mold. Landlord agrees to respond and repair or remedy the matter in accordance with the law.
3. **MOLD GROWTH AND AVOIDANCE.** Failure to observe leaks and moisture accumulation on surfaces and inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a variety of sources:
 - Rainwater leaking from roofs, windows, doors, outside walls and flood waters rising above floor level.
 - Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dishwashers, dehumidifiers, refrigerators or air conditioner drip pans or clogged air conditioner condensation lines;
 - Leaks from plumbing lines and/or fixtures, leaks into walls from missing or deteriorated grouting/caulking around tubs, showers or sinks;
 - Washing machine hose leaks and overflows, dishwasher hose leaks or overflows, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking.
 - Leaks from clothes dryer discharge vents (creating an increase of moisture in the air).
 - Insufficient drying of carpets, carpets pads, shower walls and bathroom floors.
4. **ENVIRONMENTAL PROTECTION AGENCY (EPA) RECOMMENDATIONS.** If small areas of mold have already occurred on non-porous surfaces (i.e. ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal EPA recommends that the area first be cleaned with soap or detergent and water, let the surface dry, and within 24 hours apply a pre-mixed spray on application of 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 manufacturer instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface may be compared to painting over old paint without first cleaning and preparing the surface.
5. **DO NOT CLEAN OR APPLY BIOCIDES TO.** (1) visible mold on porous surfaces, such as sheet rock (drywall) walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Should the resident(s) encounter these particular situations it is required that the Landlord be notified, in writing, so that the appropriate action may be taken.

COMPLIANCE. Compliance with this addendum will aid in the prevention of mold growth in the Resident(s) unit. The signature(s) below indicate that you, the resident, agree to the terms of this mold information and prevention addendum. The Resident agrees to contact Landlord with any questions or concerns regarding mold or mold potential in said unit. Failure to comply with this addendum may result in the Resident(s) being charged for damages and/or health risks posed to others.

THIS ADDENDUM IS INCORPORATED INTO THE LEASE EXECUTED OR RENEWED THIS DAY BETWEEN LANDLORD AND TENANT.

	06/21/2024		
Lessee Signature	Date	Lessee Signature	Date
	06/19/2024		
Lessee Signature	Date	Lessee Signature	Date
	06/21/2024		06/21/2024
Lessee Signature	Date	Agent for Owner	Date
	06/19/2024		
Lessee Signature	Date		

NO SMOKING LEASE ADDENDUM

This will serve as an Addendum to the Lease dated 07/19/2024, between River Oaks Villas (Owner) and Parthasarathi Reddy Kota, Rajasekhar Reddy Vangala, Sai Kiran Thota, Sai Shanmukha Surapaneni (Tenants) regarding the Premises located at 1900 Aquarena Springs Dr Apt 14-102, San Marcos, TX 78666

- PROPERTY SUBJECT TO NO-SMOKING POLICY.** The following portions of the Property are non-smoking (including any porches, patios, balconies, common areas including the lobby, the fitness center, pool area and meeting rooms).
No smoking allowed in your unit or any indoor space or within 15 feet of any building.
- SMOKING ALLOWED IN DESIGNATED AREAS.** Areas designated by management where smoking is allowed include a management-designated area near the dumpsters. All cigars/cigarettes must be properly extinguished in provided receptacles and all trash must be properly disposed of. Management reserves the right to change, move, modify or eliminate these designated areas at its sole discretion.
- DEFINITION OF SMOKING.** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe or other tobacco product or similar lighted product in any manner or in any form.
- NO-SMOKING PROPERTY.** You agree and acknowledge that designated portions of the Property have been designated as no-smoking. You agree that you will not smoke in the no-smoking portion of the property and will not permit any of your guests or visitors to do so. You agree to inform all of your guests of this No-Smoking Policy and to require any guest or visitor who violates this policy to leave. You are strictly responsible for the actions of your guests and visitors.
- PROMOTE NO-SMOKING POLICY AND ALERT LANDLORD OF VIOLATIONS.** You shall inform your guests of the No-Smoking policy. Further, you shall promptly give us a written statement of any incident where tobacco smoke is migrating into your Apartment from sources outside of your Apartment.
- LANDLORD NOT A GUARANTOR OF SMOKE-FREE ENVIRONMENT.** You acknowledge that our adoption of a No-Smoking policy and the efforts to designate portions of the Property as non-smoking do not make us or any of our managing agents the guarantor of your health or of the smoke-free condition of the non-smoking portions of the Property. We are not required to take any steps in response to smoking.
- LANDLORD DISCLAIMER.** You acknowledge that our adoption of a non-smoking living environment, and the efforts to designate portions of the Property as non-smoking does not in any way change the standard of care that we have under applicable law to render the Property any safer, more habitable or improved in the terms of air quality standards than any other rental property. We cannot and do not warranty or promise that the Property will be free from secondhand smoke. You acknowledge that our ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Residents' guests. Residents with respiratory ailments, allergies, or other condition relating to smoke are put on notice that we do not assume any higher duty of care to enforce this Addendum than any of our other obligations under the Lease Agreement.
- EFFECT ON CURRENT RESIDENT.** You acknowledge that current residents residing on the Property under leases/rental agreements signed prior to adoption of this No-Smoking Policy may not be immediately subject to this No-Smoking Policy. As current Residents move out, have current leases expire or enter into new leases/rental agreements, the No-Smoking Policy will become effective for them and their guests. This No-Smoking Policy will not apply to guests of the hotel or condominium owners or their guests.
- EFFECT OF BREACH.** You understand and agree with the conditions of this Addendum and that failure to adhere to any of the conditions of this Addendum will constitute both a material non-compliance with the Lease Agreement and a serious violation of the Lease Agreement. The first violation of this policy will result in a written warning, the second violation will result in a fine of \$500 due and payable immediately and a third violation may result in eviction. In addition, you will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

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



06/21/2024

Lessee Signature

Date



06/21/2024

Lessee Signature

Date

Lessee Signature

Date



06/21/2024

Agent for Owner


Date



06/19/2024

Lessee Signature

Date



06/19/2024

Lessee Signature

Date

Lessee Signature

Date

POOL/CLUBHOUSE ACKNOWLEDGEMENT LETTER

I, the undersigned do hereby agree to discharge River Oaks Villas and any officer, agent or representative from any liability arising from any incidents that occur in the pool area and/or clubhouse. I will accept full responsibility for any damages or accidents within these areas. I will comply with all pool rules and regulations.

Swimming Pool Rules

1. Pool hours are 8am - 10pm.
2. No lifeguard on duty – swim at your risk.
3. Children under age of 16 as well as non-swimming children must be accompanied by an adult resident at all times.
4. No one is permitted to urinate or defecate in the pool.
5. Proper bathing attire must be worn in the pool. No cut offs, diapers, thong swimwear or t-shirts.
6. No persons with bandages, open sores or blisters will be permitted in the pool.
7. No horse play will be allowed. You will be asked to leave the pool immediately. No diving, pushing, splashing, jumping or running in the pool area.
8. Only 2 non-resident guest(s) are allowed at one time with resident and must always be accompanied by a resident.
9. No glass or bottled beverages inside the pooled area. No eating. Properly discard of all cans, paper, etc. in the trash container provided before leaving the pool area.
10. Absolutely no alcohol is allowed in the pool area.
11. No pets are allowed in the pool area.
12. No radios except with headphones are permitted.
13. No toys, rafts, inner tubes, etc. allowed in the pool area. Children's arm floats or small floating seats for infants and toddlers are allowed.
14. You must rinse your feet at the gate each time you enter the pool area.
15. A shower must be taken prior to entering the pool. Do not use lotions or oils prior to entering the pool. These must be showered off each time.

Anyone abusing the pool rules will forfeit their pool privileges for the entire pool season.

The undersigned hereby release and discharge River Oaks Villas and any officer, agent, employee or representative from any liability whatsoever arising from loss, damage, or injury caused by use of the recreational facilities.



Lessee Signature

06/21/2024

Date



06/21/2024

Lessee Signature

Date

Lessee Signature



Date

06/21/2024

Agent for Owner

Date



Lessee Signature

06/19/2024

Date



06/19/2024

Lessee Signature

Date

Lessee Signature

Date

RULES, REGULATIONS AND MANAGEMENT POLICY

This is a binding contract. Read carefully before signing.

To benefit all residents and to ensure proper use of both the rented Apartment and the entire apartment community, you are required to comply with the following Rules and Regulations. This Rules, Regulations and Management Policy is incorporated into our lease and is in addition to all the terms and conditions contained in the Lease. A violation of these Community Policies shall constitute a default pursuant to the Lease Agreement and Owner may proceed with an eviction or other proceedings. Fines may be assessed for violations, as outlined herein below.

Permission for use of all common areas, resident amenities, and recreational facilities located at the apartment community is a privilege and license granted by us, and not a contractual right. Such permission is expressly conditioned upon your adherence to the terms of the Lease, this Addendum and the Community rules and regulations in effect at any given time, and we may revoke such permission at any given time for any lawful reason. We reserve the right to set the days and hours and in our sole and absolute discretion, without notice, obligation or recompense of any nature to you. You shall permit only your family members and invited guests to use the recreational facilities and must be with these individuals at all times. All guests are bound to the same rules and regulations as you are. Management reserves the right to amend or add to these rules at any time with 30 days-notice to all current residents as along as the rule amendment does not alter amounts due under rent.

Additionally, you expressly agree to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to your use of the amenities at the Community. You agree to hold us harmless and release and waive any and all claims, allegations, damages, losses or liability of every type, whether or not foreseeable, that you may have against us and that are in any way related to or arise from such use. This provision shall be enforceable to the furthest extent of the law.

THESE RULES AND REGULATIONS AND ANY POSTED COMMUNITY RULES AND REGULATIONS SHALL ALSO APPLY TO YOUR OCCUPANTS, GUESTS, INVITEES AND LEGAL REPRESENTATIVES. YOU WILL BE SOLEY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM AND COMMUNITY RULES AND REGULATIONS.

1. You will use the Apartment for residential purposes only; will not conduct any kind of business (including childcare services) in or from your Apartment or in the apartment community (except lawful business conducted "at home" by computer, mail, or telephone is permissible if customer, clients, patients, or other business associates do not come to your Apartment for business purposes). You will do nothing that may injure the reputation or condition of the building or its owner or management. Solicitation of any kind, by you or your guests is prohibited at all times.
2. You will not do anything or keep anything in or about the Apartment or apartment community that in any way will increase risk of fire or that may conflict with fire or insurance regulations.
3. You will respect the rights of all other tenants/occupants of the building to peace and quiet and will not disturb any of them unreasonably by shouting or other loud use of your voice, with noise, music, radios and televisions, odor, or in any other way. All threatening, annoying, disorderly, violent or harassing conduct by any tenant, occupant or guest including but not limited to abusive and/or foul language and sexually explicit comments is prohibited and grounds for immediate termination of tenancy. Likewise, vandalism of any kind by a tenant on or to Landlord's property is prohibited.
4. You are responsible for the behavior of any and all of your guests, visitors, and invitees. Such persons may not break your Lease or these Rules and Regulations. You are responsible to pay for any damages or any clean-up resulting from the conduct of your guests, visitors and invitees. You will be responsible for the actions and behaviors of your minor children, your guests' minor children and your minor children's guests.
5. Except for controls in your apartment intended for your use, you will not operate any other controls relating to the building's 'utility services without our prior written approval. This includes, but is not limited to heating and air conditioning, water and sewer, gas, electric (including lighting), elevators, laundry, or other equipment. You may not enter the boiler/furnace room.
6. You must not obstruct entrances, public areas, hallways, or other corridors, stairs, exits, elevators, lobbies, driveways, parking areas, walks or fire escapes. You must keep all personal articles out of corridors or other common areas.
7. You may not use your balcony or patio to store or hang clothes or towels. You also shall not store garbage on your balcony or patio area. Plants are permitted but you are expected to put protection under your plants to prevent water or dirt from staining the balcony or patio area or leaking to any other balcony or patio area. You are responsible for any water or material falling from a balcony area or damage done to balcony or patio. Indoor furniture may not be used or stored on patios or balconies. Management, at its sole discretion, regulates what may be used, stored, or affixed to all exterior spaces and may request that items be removed within 24 hours of a written notice.
8. You will not drive any nails or screws into walls, floors, tiles, ceilings, woodwork, or any partitions; will not drill holes or fasten any articles on any part of the Apartment. Pictures may be hung, provided that only small hangers or push pins are used. Use of tape, glue, or adhesive of any kind is not permitted. Nothing including clothes, towels, pictures, or any other item shall be hung from ceilings, pipes, sprinklers, or any other fixtures of the Apartment.
9. We may retain a pass key to your Apartment. You will not add or in any way change locks or keying without our prior written consent. In case such consent is given you shall provide us with an additional key, pursuant to our right of access to the Apartment.
10. You are responsible for the appropriate supervision of your minor children, guests of your minor children or your guests' minor children anywhere inside your Apartment and in the apartment community. This property does not allow groups of people to congregate anywhere in common areas. This policy is strictly enforced for the safety of all our residents and visitors to our property.

RULES, REGULATIONS AND MANAGEMENT POLICY

This is a binding contract. Read carefully before signing.

11. No furnishings may be removed from the Apartment and put in halls, basements, or on porches or balconies without our prior written consent, even for a limited time. No blinds, shades or screens shall be attached to, hung in, or used in connection with any window or door of the Apartment without our prior written consent.
12. Your lease does not confer on you the right to park any motor vehicle in or on the apartment community's parking facilities. We may regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, and recreational vehicles as we may deem necessary for the safety of other residents. We reserve the right to have any unauthorized or illegally parked vehicle towed at the expense of the vehicle's owner and we are not liable for any damage that may result from such towing. A vehicle is unauthorized or illegally parked in the apartment community if:
 - a. It has a flat tire or other conditions rendering it inoperable;
 - b. It is on jacks, blocks or has wheels missing;
 - c. It takes up more than one parking space;
 - d. It belongs to a Tenant who has surrendered or abandoned the apartment;
 - e. If it is parked in a marked handicapped space without proper tags;
 - f. If it impedes access to a dumpster;
 - g. It is parked on grass or sidewalks; in fire lanes or in any manner such to obstruct the normal flow of traffic;
 - h. It is not properly licensed with all necessary tag(s);
 - i. It otherwise poses a hazard.

Vehicles shall not be repaired (other than changing a flat tire or jump starting a dead battery) or lubricated on driveways or in parking areas of the apartment community. Any vehicle belonging to you or your guests that leaks oil or hydraulic fluid (which damage blacktop) must be removed, and you are responsible for any cleanup (including environmental cleanup) and repair. Vehicles may be washed only in designated areas. No recreational vehicles are permitted without our prior written consent. Any vehicle that is not operated for more than fourteen (14) consecutive days may be towed at our discretion.

You must cooperate with established snow removal procedures. We will plow the driveways and parking areas shortly after the end of snowfall. All cars should be removed from the lot during snow removal. If you are going away from the Apartment for any length of time during winter and leave your car behind, you must make arrangements to have your car moved in the event of snowfall or be subject to towing without further notice.

You are required to immediately inform us of any damage done to vehicles on the grounds of the apartment community. However, damage to vehicles is not our responsibility.

13. You will act responsibly to conserve water and energy and will report running toilets and faucets to us for service. You will not make unreasonable use of heat, leave the windows open during cold weather, or leave televisions or other permitted devices on and unattended. You will not remove screens from the windows, even briefly. In cold climates, we may ask you to leave your taps running to prevent pipes from freezing in the winter months if you are away from your Apartment for an extended time.
14. You will not install any antenna, and you will not erect or use any radio transmitters in the Apartment without both appropriate filters and our prior written consent.
15. You will use toilets, tubs, and sinks only for their primary purpose and will never use them to dispose of sweepings, rubbish, rags, garbage, sanitary napkins, or other items likely to clog them. You are liable to pay us for any expense we incur for repairing damage (including unclogging toilets and drains) caused by you, your guests, or invitees. You will not pour any commercial anti-clogging agents into sinks or drains that may harm water pipes. Decals are not allowed to be put in the tubs. Shower curtains/liners must be used. Pouring grease into sinks or toilets is forbidden. All grease shall be disposed of with garbage in proper containers. You will be charged for unclogging the waste traps in the Apartment. Garbage shall not be stored or placed in common areas. Failure to dispose of garbage in the designated containers will result in fines from \$10 to \$100.
16. Trash and garbage (including recyclables) must always be placed in the trash and recycle containers provided by us and container lids, if any, must be kept tightly closed at all times. Trash and/or recyclables must be removed from your Apartment on a weekly basis, at a minimum.
17. You will perform reasonable housekeeping in your Apartment and maintain it in a clean, neat, and sanitary condition. Hoarding of any kind which creates a health, safety or fire hazard will not be tolerated.
18. Unless expressly permitted by us in writing, you shall not display any signs, flags, pennants, placards, advertisements, notices, pictures, ornaments, stickers, handbills, or other lettering so as to be visible on the outside of the building or the Apartment.
19. You may never go on the roof of any building in the apartment community for any reason.

RULES, REGULATIONS AND MANAGEMENT POLICY

This is a binding contract. Read carefully before signing.

20. Waterbeds (except in California) and weightlifting equipment are prohibited at all times. Air conditioners, ovens, space heaters, hot plates, washers, dryers, and refrigerators beyond those supplied by us are prohibited without our prior written permission.
21. You may not construct lofts or walls in the Apartment.
22. Sheets, blankets, etc. will not be permitted for use as drapes inside the Apartment. All drapes must be white-lined and of a cloth-like material.
23. Possession, sale, distribution of any illegal drug or drug paraphernalia in the Apartment or in the apartment community is strictly prohibited and is grounds for immediate eviction upon 24 hours' notice. Supplying, participating in or allowing underage drinking of alcohol anywhere in the apartment community is likewise strictly prohibited.
24. We provide light bulbs for all fixtures at the beginning of the Lease term. You will replace light bulbs in all lighting fixtures in the Apartment during the Lease term and will leave working light bulbs in all light fixtures at the end of the Lease.
25. You may not possess a weapon prohibited by federal or state law, discharge a weapon in the Apartment or apartment community, display or possess a gun, knife or other weapon in the Apartment or apartment community in a way that might alarm another.
26. Laundry shall be done only in the rooms provided for such purposes. Washing machines and dryers shall be used and operated in only those areas designated by us for such purposes. From time to time we may post such rules and regulations in the laundry room as we deem necessary.
27. Maintenance requests shall be submitted in writing to us. Specifics of the problem, to the extent possible, shall be included in the request. You must verbally report to us at once and in writing within 24 hours of an accident or damage to water pipes, toilets, drains or fixtures, electric wires or fixtures, or other property of the Landlord, and breakage, damage, or loss of any kind.
28. If this apartment community has a pool, fitness center, business center and/or community room, those amenities are for the exclusive use of residents and their guests and invitees. You and your guests and/or invitees shall abide by the rules posed at each amenity. For safety purposes, you are responsible for guest and invitee's actions while using the facilities. Minor children must be supervised at all times in the pool, fitness center, and business center and/or community room.
29. Grills or open flame cooking devices may be prohibited at your property or regulated by local ordinance. All such devices must be approved by management prior to use or storage.
30. From time to time, as we deem necessary, we may change or add to these community-wide rules and regulations. You will be given 30 day's written notice before any changes take effect.
31. Violation of these rules may result in fines ranging from \$0 to \$500.00.

You must reimburse us for repair of any damage caused by violation of these Rules by you or your guests or invitees. We reserve the right to change or amend these Rules.



Lessee Signature

06/21/2024

Date



Lessee Signature

06/19/2024

Date



Lessee Signature

06/21/2024

Date



Lessee Signature

06/19/2024

Date

Lessee Signature

Date

Lessee Signature

Date



Agent for Owner

06/21/2024

Date

FLOOD DISCLOSURE NOTICE

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

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

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

06/19/2024

Document Receipt Acknowledgment Form

This is a binding contract. Read carefully before signing.

I acknowledge receipt on this date of a signed copy of the Lease Agreement and of the following forms, including the Rules, Regulations and Management Policy, and a copy of the Apartment Condition Checklist.

I agree to abide by all community Rules and Regulations, and all Federal, state, county, and city/township laws and ordinances. I have completed an application for residency at **River Oaks Villas**, and I represent that all of the statements contained in that application are true. I have been provided a copy of the Rules and Regulations and understand that if I do not comply with one (1) or more of the Rules and Regulations or if that one (1) or more of my representations in the Application for Residency is found to be untrue, I will be in breach of my Lease Agreement and my tenancy may be terminated as allowed by law.

I further acknowledge that **River Oaks Villas** reserves that right to change, modify or add to these Rules and Regulations at any time with 30 days written notice to me and I will be expected to abide by all changes, modifications or additions whether or not I actually receive such notice.

*Apartment Condition Checklist (provided when keys are exchanged)

- | | |
|----------------------------------|-------------------------------|
| 01) Bed Bug Addendum | 09) Document Receipt Addendum |
| 02) Crime and Drug Free Addendum | 10) TX Utility Addendum |
| 03) Liability Insurance Addendum | |
| 04) Mold Addendum | |
| 05) No Smoking Addendum | |
| 06) Pool Clubhouse Addendum | |
| 07) Rules and Regulations | |
| 08) TX Flood Disclosure | |


Lessee Signature


06/21/2024
Date


Lessee Signature

06/19/2024
Date


Lessee Signature

06/21/2024
Date


Lessee Signature

06/19/2024
Date

Lessee Signature

Date

Lessee Signature

Date


Agent for Owner

06/21/2024
Date

UTILITIES ADDENDUM

This is an addendum to the Lease executed by you, the resident(s), for the dwelling you have agreed to rent. That dwelling is: 14-102 at 1900 Aquarena Springs Dr Apt 14-102 in San Marcos, TX 78666

WATER BILLING

1. **PUC.** The Public Utility Commission of Texas and this community encourage water conservation through the use of an allocation formula for water and wastewater charges or submetering. Allocation and submeter billing is regulated by PUC rules. A copy of the rules is attached to this addendum and your water and wastewater charges comply with those rules.
2. **Repair of Leaks.** Our best efforts will be expended to repair any water leaks, both inside and outside your apartment no later than seven (7) days after we learn about them.
3. **Your Billing Method for Water and Wastewater:** ☒Allocation ☐Submeter
4. **Allocation Billing Procedures.** The monthly rent under the Lease does not include a charge for water and wastewater. Instead, you will receive a separate monthly bill from an authorized third-party vendor. The charges for water and wastewater will be calculated as follows:

☐ Number of occupants in your apartment divided by the total number of occupants in all apartments at the beginning of the month for which bills are rendered.

☐ Number of occupants in your apartment using a ratio occupancy formula divided by the total number of occupants in all apartments. Occupants will be assigned a fractional ratio no less than:

- I. Dwelling with one occupant = 1;
- II. Dwelling with two occupants = 1.6;
- III. Dwelling with three occupants = 2.2;
- IV. Dwelling with more than three occupants = 2.2 + .04 per each additional occupant over three.

☐ Average number of occupants per bedroom in your apartment using a ratio occupancy formula. The formula must calculate the average number of occupants regardless of the actual number of occupants. Bedrooms will be assigned a fractional ratio no less than:

- I. Dwelling with an efficiency = 1;
- II. Dwelling with one bedroom = 1.6;
- III. Dwelling with two bedrooms = 2.8;
- IV. Dwelling with three bedrooms = 4 + 1.2 per each additional bedroom.

☒ A factor using a combination of square footage and occupancy in which no more than 50% is based on the square footage. The square footage must be based on the total square footage living area of your apartment as a percentage of the total square footage living area of all apartments.

Individually submetered hot or cold-water usage of your apartment divided by all submetered hot or cold-water usage in all apartments.

5. **Submeter Billing Procedures.** The monthly rent under the Lease does not include a charge for water and wastewater. Instead, you will receive a separate monthly bill from an authorized third-party vendor. The charges for water and wastewater will be calculated as follows:
 - As permitted by state law, a service fee of 9% will be added to your monthly water-service charges.
 - Submeter Billing Procedures.
 - No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees that may be incurred. If we fail to pay our master meter bill to the utility company on time and incur penalties or interest no portion of these amounts will be included in your bill.
 - We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.124
 - We will bill you monthly for your submetered water consumption at roughly the same intervals each month. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.
 - PUC rules require us to publish figures from the previous calendar year, if that information is available. This

UTILITIES ADDENDUM

information may be obtained from the office, upon request. The information provided may or not be relevant as the past amounts may not reflect future changes in the water provider rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.

- 6. Payment Due Date.** Payment of your water and wastewater bill is due sixteen (16) days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of five (5%) percent of your water and wastewater bill if we do not receive your payment on time.
- 7. Stormwater/Drainage.** Paragraphs 6 and 23 apply to stormwater/drainage. You agree to and we will allocate the monthly stormwater/drainage bill for the community based on the following allocation method:

☐ A percentage reflecting your apartment unit's share of the total square footage in the apartment community, calculated by dividing your unit's square footage by the total square footage in all apartments.

☐ A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, calculated by dividing the number of people listed as occupants in your unit by the total number people listed as occupants in the entire community for the month.

☐ 50% of your allocation will be based on your apartment's share of the total square footage and 50% will be based on your share of total people living in the community, as described above.

☒ Per apartment unit.

- 8. Penalties and fees.** As described above, any late payment of the master stormwater/drainage bill will not be allocated. A nominal administrative fee not to exceed \$5 will be added to your bill for processing, billing and/or collecting.
- 9. Change of allocation formula.** The above allocation formula for determining your share of the stormwater/drainage bill cannot change except if (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

NATURAL GAS

- 10. Natural Gas.** Paragraphs 6 and 23 apply to Natural Gas.

- 11. Allocation procedures.** You agree and we will allocate the monthly natural gas bill for the community based on the following allocation method:

☒ Direct billed from Gas utility provider to Tenant

☐ A percentage reflecting your apartment unit's share of the total square footage in the apartment community, calculated by dividing your unit's square footage by the total square footage in all apartments.

☐ A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, calculated by dividing the number of people listed as occupants in your unit by the total number people listed as occupants in the entire community for the month.

☐ 50% of your allocation will be based on your apartment's share of the total square footage and 50% will be based on your share of total people living in the community, as described above.

- 12. Common Area Gas.** The owner's provider expense for gas usage in the common areas of the community will be equally divided among all units to determine a monthly, per unit amount.

- 13. Penalties and fee.** As described above, any late payment of the master natural gas bill will not be allocated. A nominal administrative fee not to exceed \$5 will be added to your bill for processing, billing and/or collecting.

ELECTRICITY

- 14. Electricity.** Paragraph 6 and 23 applies to Electricity.

- 15. Allocation procedures.** You agree and we will allocate the monthly electric bill for the community based on the following allocation method:

UTILITIES ADDENDUM

☒ Direct billed from Electricity utility provider to Tenant

☐ A percentage reflecting your apartment unit's share of the total square footage in the apartment community, calculated by dividing your unit's square footage by the total square footage in all apartments.

16. Common area deduction. Only the total mastermeter electricity bill will be allocated. However, before the bill is allocated, we will deduct __% percent to cover estimated electric consumption for common areas.

TRASH REMOVAL

17. Trash Removal and Recycling Costs. Paragraphs 6 and 7 apply to trash removal and recycling costs.

18. Allocation procedures. You agree and we will allocate the monthly trash and recycling bill for the community based on the following allocation method:

☐ A percentage reflecting your apartment unit's share of the total square forage in the apartment community, calculated by dividing your unit's square footage by the total square footage in all apartments.

☒ A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, calculated by dividing the number of people listed as occupants in your unit by the total number people listed as occupants in the entire community for the month.

☐ 50% of your allocation will be based on your apartment's share of the total square footage and 50% will be based on your share of total people living in the community, as described above.

☐ Per apartment unit.

19. Penalties and fees. As described above, any late payment of the master trash and recycling bill will not be allocated. A nominal administrative fee of \$3.00 (not to exceed \$5) will be added to your bill from our third-party vendor for processing, billing and/or collecting.

20. Change of allocation formula. The above allocation formula for determining your share of the trash and recycling bill cannot change except if (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

PEST CONTROL

21. Allocation procedures. You agree and we will allocate the monthly pest control bill for the community based on the following allocation method:

☐ A percentage reflecting your apartment unit's share of the total square forage in the apartment community, calculated by dividing your unit's square footage by the total square footage in all apartments.

☐ A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, calculated by dividing the number of people listed as occupants in your unit by the total number people listed as occupants in the entire community for the month.

☒ 50% of your allocation will be based on your apartment's share of the total square footage and 50% will be based on your share of total people living in the community, as described above.

☐ Per apartment unit.

22. Penalties and fee. As described above, any late payment of the master natural gas bill will not be allocated. A nominal administrative fee of \$0.50 (not to exceed \$3) will be added to your bill from our third-party vendor for processing, billing and/or collecting.

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

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

SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION

§24.121. General Rules and Definitions.

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

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

§24.122. Owner Registration and Records.

- (a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.
- (b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:
 - (1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or
 - (2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.
- (c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any, consumed by the occupants of each unit.
- (d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.
- (e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:
 - (1) a current and complete copy of TWC, Chapter 13, Subchapter M;
 - (2) a current and complete copy of this subchapter;
 - (3) a current copy of the retail public utility's rate structure applicable to the owner's bill;
 - (4) information or tips on how tenants can reduce water usage;
 - (5) the bills from the retail public utility to the owner;
 - (6) for allocated billing:
 - (A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
 - (B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.124(e)(2) of this title (relating to Charges and Calculations); and
 - (C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;
 - (7) for submetered billing:
 - (A) the calculation of the average cost per gallon, liter, or cubic foot;
 - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
 - (C) all submeter readings; and
 - (D) all submeter test results;
 - (8) the total amount billed to all tenants each month;

- (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
- (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
- (g) Availability of records
 - (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
 - (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
 - (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.
 - (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

§24.123. Rental Agreement.

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

§24.124. Charges and Calculations.

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

- (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
 - (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.
- (2) To calculate a tenant's bill:
- (A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:
 - (i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
 - (ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
 - (I) dwelling unit with one occupant = 1;
 - (II) dwelling unit with two occupants = 1.6;
 - (III) dwelling unit with three occupants = 2.2; or
 - (IV) dwelling unit with more than three occupants = $2.2 + 0.4$ per each additional occupant over three; or
 - (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
 - (I) dwelling unit with an efficiency = 1;
 - (II) dwelling unit with one bedroom = 1.6;
 - (III) dwelling unit with two bedrooms = 2.8;
 - (IV) dwelling unit with three bedrooms = $4 + 1.2$ for each additional bedroom; or
 - (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or
 - (v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;
 - (B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;
 - (C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:
 - (i) any of the factors developed under subparagraph (A) of this paragraph; or
 - (ii) the area of the individual rental space divided by the total area of all rental spaces; and
 - (D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:

- (i) any of the factors developed under subparagraph (A) of this paragraph; or
 - (ii) the square footage of the rental space divided by the total square footage of all rental spaces.
- (3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.
- (f) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.123(c) of this title (relating to Rental Agreement) and either:
- (1) adopt one of the methods in subsection (e) of this section; or
 - (2) install submeters and begin billing on a submetered basis; or
 - (3) discontinue billing for utility services.

§24.125. Billing.

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

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

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

- (a) Submeters or point-of-use submeters
 - (1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.
 - (2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.
 - (3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.
 - (4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch-water submetering systems.
 - (5) Location of submeters and point-of-use submeters. Submeters and

- point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.
- (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:
 - (A) an identifying number;
 - (B) the installation date (and removal date, if applicable);
 - (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
 - (D) copies of all tests; and
 - (E) the current location of the submeter or point-of-use submeter.
- (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:
 - (A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or
 - (B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.
- (8) Billing for submeter or point-of-use submeter test.
 - (A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters. PROJECT NO. 42190 PROPOSAL FOR ADOPTION PAGE 345 OF 379.
 - (B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.
 - (C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.
- (9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.125(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.
- (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:
 - (1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;
 - (2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and
 - (3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:
 - (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
 - (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
- (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.


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










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