

Town Lake
1109 S Pleasant Valley Rd
Austin, TX 78741
(512) 326-1040 P
(512) 326-1131 F

Town Lake - RENTAL APPLICATION

Date of Application: 12/03/2020

Property: Town Lake

Floorplan: 4x2

Move in date: 08/01/2021

Lease Length: 12

How did you hear about us? Friends/Resident Referral

PRIMARY APPLICANT INFORMATION

First Name: William

Middle Name:

Last Name: Kwon

Gender: M

Date of Birth: 08/25/1997

Social Security Number: *****9133

ID Type: Drivers License

Identification Number: 40708500

Expiration Date: 08/25/1997 **License State/Province:** TX

Phone Number: (832) 276-4669 **Email Address:** uhyeongkwon@gmail.com

Permanent Street Address: 1802 West Avn Apt 203

City: Austin

State: TX

Zip Code: 78701

Current Street Address: 1109 S Pleasant Valley Rd

City: Austin

State: TX

Zip Code: 78741

VEHICLE INFORMATION (IF APPLIES)

Vehicle Make:

Model:

Color:

Year:

Plate Number:

State:

ACKNOWLEDGMENT: YOU DECLARE THAT ALL YOUR STATEMENTS ON THIS RENTAL APPLICATION ("APPLICATION") ARE TRUE AND COMPLETE. YOU AUTHORIZE US TO VERIFY SAME THROUGH ANY MEANS, INCLUDING CONSUMER REPORTING AGENCIES AND OTHER RENTAL HOUSING OWNERS. YOU ACKNOWLEDGE THAT YOU HAD AN OPPORTUNITY TO REVIEW OUR RENTAL SELECTION CRITERIA, WHICH INCLUDE REASONS YOUR APPLICATION MAY BE DENIED, SUCH AS CRIMINAL HISTORY, CREDIT HISTORY, CURRENT INCOME, AND RENTAL HISTORY. YOU UNDERSTAND THAT IF YOU DO NOT MEET OUR RENTAL SELECTION CRITERIA OR IF YOU FAIL TO ANSWER ANY QUESTION OR GIVE FALSE INFORMATION, WE MAY REJECT THE APPLICATION, RETAIN ALL APPLICATION FEES, ADMINISTRATIVE FEES, AND DEPOSITS AS LIQUIDATED DAMAGES FOR OUR TIME AND EXPENSE, AND TERMINATE YOUR RIGHT OF OCCUPANCY. **WARNING:** GIVING FALSE INFORMATION IS A SERIOUS CRIMINAL OFFENSE. WE PROSECUTE. IN LAWSUITS RELATING TO THE APPLICATION OR LEASE AGREEMENT ("LEASE"), LANDLORD MAY RECOVER FROM THE NON-PREVAILING PARTY ALL ATTORNEY'S FEES AND LITIGATION COSTS. WE MAY AT ANY TIME FURNISH INFORMATION TO CONSUMER REPORTING AGENCIES AND OTHER RENTAL HOUSING OWNERS REGARDING YOUR PERFORMANCE OF YOUR LEGAL OBLIGATIONS, INCLUDING BOTH FAVORABLE AND UNFAVORABLE INFORMATION ABOUT YOUR COMPLIANCE WITH THE LEASE CONTRACT, THE RULES, AND FINANCIAL OBLIGATIONS. FAX OR ELECTRONIC SIGNATURES ARE LEGALLY BINDING. YOU ACKNOWLEDGE THAT OUR PRIVACY POLICY IS AVAILABLE TO YOU. BY SUBMITTING THIS APPLICATION, I ACKNOWLEDGE AND AUTHORIZE A CRIMINAL BACKGROUND SCREENING WILL BE RUN FOR ALL PRIMARY APPLICATIONS AND A CREDIT SCREENING WILL BE RUN FOR ALL GUARANTOR APPLICATIONS.

RIGHT TO REVIEW THE LEASE: BEFORE YOU SUBMIT AN APPLICATION OR PAY ANY FEES OR DEPOSITS, YOU HAVE THE RIGHT TO REVIEW THE APPLICATION, LEASE, AND LEASE ADDENDA, AS WELL AS ANY COMMUNITY RULES OR POLICIES IN PLACE AS OF THE DATE OF THE APPLICATION. YOU MAY ALSO CONSULT AN ATTORNEY. THESE DOCUMENTS ARE BINDING LEGAL DOCUMENTS WHEN SIGNED. WE WILL NOT TAKE A PARTICULAR DWELLING OFF THE MARKET UNTIL WE RECEIVE A COMPLETED LEASE AND ANY OTHER REQUIRED INFORMATION OR MONIES TO RENT THAT DWELLING. ADDITIONAL PROVISIONS OR CHANGES MAY BE MADE IN THE LEASE CONTRACT IF AGREED TO IN WRITING BY ALL PARTIES. YOU ARE ENTITLED TO AN ORIGINAL OF THE LEASE AFTER IT IS FULLY SIGNED.

Applicant Signature

Date

¹ WK

Town Lake - OFFER TO RENT

I, William Kwon, agree that the rental rate structure below reflects any written or verbal agreement between myself and Town Lake to sign a lease starting 08/01/2021 ("Commencement Date") and ending 07/31/2022 ("Expiration Date") as of 12/03/2020.

All incentives, with the exception of a waived fees, deposits, or premium amenities, will be received within 30 days following the Commencement Date. Failure to receive the incentive does not terminate the Lease.

I must have my file complete, in accordance with the Rental Criteria, within 7 days of execution of the Lease signed in order for Resident to receive any incentive. If at any point I do not fully fulfill my Lease, I will be required to pay back the incentive at equal value.

In accordance with the Lease and additional addenda, I understand the installment breakdown due monthly will be as follows:

+ \$420.00	Rent
= \$ 420.00	Installment Due Monthly
X 12	Number of Installments in Lease Term
= \$5,040.00	Total Contract Amount

Total Term due, in accordance with paragraph 6 outlined in Lease.

**This total covers your base monthly installment due and allows you to see your full base term due (Monthly installment x 12). If Resident elects to be all inclusive, any possible utility overages are still applicable. All residents are subject to additional Lease fines or citations that are noted in the Lease and other addendums.*

***Resident must have this offer to rent in order to claim and receive an incentive.*

RIGHT TO POSSESSION VS. PAYMENT INSTALLMENT PERIOD. Resident's right to possession or occupancy of the Leased Premises is expressly limited to the time period constituting the Lease Term, notwithstanding that Resident may have the right to pay Rent over a period of time which exceeds the time period constituting the Term (the "Payment Installment Period"). By way of illustrative example, and without waiving or limiting same, the Term (and Resident's right to possession or occupancy of the Leased Premises) may be three months, but the Payment Installment Period for Resident to pay such Rent may be four months. In such instance, Resident is not entitled to an additional month within which to occupy or possess the Leased Premises, or to extend the Term, by virtue of the Payment Installment Period.

NOTE: IF YOU EXECUTE THIS LEASE, AND FAIL TO PROVIDE A PARENTAL OR SPONSOR GUARANTOR AS REQUIRED BY THE RENTAL CRITERIA AND THIS LEASE, YOU REMAIN BOUND BY, AND WILL STILL BE HELD LIABLE FOR, THIS LEASE. LANDLORD SHALL NOT BE OBLIGATED TO PROVIDE RESIDENT ACCESS TO THE LEASED PREMISES UNTIL ALL REQUIREMENTS ARE MET, INCLUDING A SATISFACTORY GUARANTY EXECUTED AND SUBMITTED TO LANDLORD, IF REQUIRED.

Applicant Signature

Date

Town Lake - LEASE AGREEMENT

Date of Lease Agreement: 12/03/2020

This is a binding contract. Please read carefully before signing.

MOVING IN – GENERAL INFORMATION

1. **PARTIES.** This Lease Agreement ("Lease") is between you, the resident (list all people signing this Lease): William Kwon ("Resident" or "you") and us, the owner agent: L Riverside Investor, LLC ("Landlord" or "us"). The terms "you" and "your" or "Resident" refer to Resident. The premises which are the subject of this Lease are as follows:

An undivided interest in a bedroom ("Bedroom") that is part of a unit of bedrooms ("Unit") within the floor plan 4x2 at Town Lake, located at 1109 S Pleasant Valley Rd Austin, TX 78741 ("Community"), Landlord will identify which unit in a written notice to Resident prior to the beginning of the Term (as defined herein), together with the right to use, in common with others residents of the Unit, any furniture, appliances, or personal property provided by Landlord, if any, in such Bedroom and Unit, and any common kitchen, balcony, patio, attached garage, storeroom, or other common areas in the Unit, if any (the "Unit Common Areas," and together with the Bedroom, the "Leased Premises"). Resident shall also have the non-exclusive right to use, in common with other residents of the community, swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, stairs, passageways, parking areas, meeting rooms and other areas of the Community intended for use by all residents of the Community and in which no resident has the right of exclusive possession ("Community Common Areas").

Prior to moving, you will be notified of your assigned Unit and Bedroom. Per section 2, this assignment is subject to change before or during the term of this Lease.

Written notice to or from the manager or other Landlord representative constitutes notice to or from us. If anyone else has guaranteed performance of this Lease, a separate Guaranty Agreement for each guarantor is attached. Any such guarantor is referred to herein as "Guarantor."

2. **OCCUPANTS.** Resident agrees that the Leased Premises are to be occupied only by those specifically named in the Resident's application and no one else (with the only exception being Resident's assigned roommate for dual occupancy bedroom units). Resident agrees that there will be no more than one person per bedroom in the Leased Premises per the Rental Criteria (unless Resident's Lease is for a dual occupancy bedroom in which case Resident agrees that only the Resident and the Resident's assigned roommate will occupy the dual occupancy bedroom). All occupants must complete and submit a rental application per the Rental Criteria in a form provided by Landlord or Landlord's representative and obtain Landlord's prior written permission. If any other person resides with the Resident without prior written authorization from the Landlord, the Landlord may, at its sole option, declare this Lease in default. Resident further agrees that the above described Leased Premises cannot be assigned, sublet, or bartered for any period of time by said Resident either in whole or in part without the express prior written approval of the Landlord, and any attempt to do so without Landlord's prior written consent shall constitute an Event of Default hereunder.

Resident may use the Leased Premises as a private dwelling only. Resident may not permit the Leased Premises, or any part, to be used for (i) any activity which is a nuisance or is offensive, noisy, or dangerous; (ii) the repair of any vehicle; (iii) any business of any type, including, but not limited to child care; (iv) any activity which violates any applicable owners' association rule or restrictive covenant; (v) any illegal or unlawful activity; (vi) use the Leased Premises as a Bed and Breakfast, inn, hotel; these patrons will not be considered "guests" rather they will be considered unauthorized occupants; (vii) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Leased Premises. This prohibition also applies to any stays arranged on Airbnb.com or other similar internet sites. Accordingly, you agree not to list any part of your Unit on any lodging rental website or with any person or service that advertises dwellings for rent.

Although Resident may have visitors occasionally, it is understood that occupancy of the Leased Premises is expressly reserved for the Resident only, and any persons occupying the Leased Premises as a guest for more than a three (3) day period during any one (1) month period, in whole or part, during the Term of this Lease shall be deemed unauthorized, resulting in a breach of this Lease. The occupancy of the Leased Premises by an unauthorized guest in excess of said one (3) day period shall be deemed a violation of the

Lease, and the Landlord shall be entitled to recover from the Resident and guest (whose liability shall be joint and several) an amount of rent equal to that being paid by Resident in addition to any other damages provided in this Lease, and the right of the Landlord to declare the Lease in default which may end your right of occupancy.

ROOMMATES. The persons occupying the other exclusive spaces within the Unit (collectively referred to as the "Roommates") will also be allowed to reside in the Unit. Resident acknowledges that Landlord or Landlord's representative has the right to assign a Roommate to the Unit before or during the Term of this Lease and the Resident's right to occupy the Common Area is only as a co-occupant with the Roommates, all of whom have executed separate Resident Lease Agreements with Owner to occupy their exclusive spaces and the Common Area of the Unit. Resident acknowledges that whether the Roommates have been selected by Resident or by the Landlord or Landlord's representative, the Landlord and Landlord's representative is not responsible or liable for any claims, or action of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates or their guests.

RELOCATION. To the extent practical in our sole and exclusive judgment, we will try to honor requests for residing in a particular dwelling. If we receive a joint request from you and another resident in your unit to exchange bedrooms within **10 days** after your initial occupancy, and you comply with our procedures and required documentation, you may change bedrooms with another resident in your dwelling without being subject to a transfer fee of **\$200.00**. Transfer at your request to a dwelling other than the one you initially occupied may be made only with our prior written approval and for a similar fee. For purposes of operating efficiently and harmoniously, we reserve the right at any time, upon **five days** prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the dwelling or to another dwelling within the Community. We will assist you in moving your personal property and pay for rekeying if we require transfer.

3. LEASE TERM. The initial term ("Term") of the Lease begins on 08/01/2021 ("Commencement Date") and ends at 10AM on 07/31/2022 ("Expiration Date").

4. SECURITY DEPOSIT. The total security deposit for Resident is \$, due on or before the date this Lease is signed ("Security Deposit"). "Security Deposit" has the meaning assigned to that term in Section 92.102 of the Texas Property Code. No interest will be paid to Resident on the Security Deposit, but Landlord is permitted to place the Security Deposit in an interest-bearing account. Any interest earned will be paid to Landlord or Landlord's representative.

The Security Deposit amount does not include an animal deposit. Excepting service animals, no animals are permitted in the Community or in the Leased Premises unless pre-approved by Landlord and a separate animal addendum is executed. Any animal deposit will be stated in an animal addendum. Security deposit may be returned to Resident within **30 days** after the Unit is vacated if all of the following conditions are met to the satisfaction of the Landlord:

- Full Term of Lease has expired.
- No damage to property beyond normal wear and tear to Landlord's property, appliances, window coverings, and carpet (stains, burns, tears, etc. are not considered normal wear).
- Unit is left in its original condition (normal wear and tear excepted).
- Unit (including appliances, bathrooms, closets, cabinets, fixtures, etc.) is in broom clean condition with all trash, rubbish, debris, and discards placed in outside refuse containers.
- All Unit, mailbox, and other assigned keys or access cards, and/or assigned materials related access to the Community and/or Leased Premises are returned in person to Landlord's personnel.
- Forwarding address has been furnished to Landlord.
- No breach of Lease and/or regulations has occurred.

"Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. The Security Deposit is not rent and shall never be applied by the Resident as payment in whole or in part of any rental payments due; including the last rent installment, under the Lease. In the event of any violation of the terms of this Lease by the Resident or in the event of any damage to property beyond normal wear and tear, deductions against the Security Deposit exceeding the amount of the security deposit shall immediately become due and payable from the Resident.

Deductions from the Security Deposit for reasonable charges can include, but are not limited to, (i) unpaid or accelerated rent; (ii) late charges; (iii) unpaid utilities; (iv) cleaning, deodorizing, damages, and repairs to the Leased Premises or its contents; (v) pet violation charges, as applicable; (vi) cost of repairs for which Resident is responsible; (vii) **COSTS OF REPLACING UNRETURNED KEYS**, garage door openers or other security devices; (viii) the removal of unauthorized locks or fixtures installed by Resident; (ix) pest control if required; (x) insufficient light bulbs; (xi) packing, removing, and storing abandoned property; (xii) removing abandoned or illegally parked vehicles; (xiii) costs of reletting, including brokerage fees; (xiv) attorney's fees and costs of court incurred in any

proceeding against Resident; (xv) any **COSTS INCURRED BY THE LANDLORD TO REKEY A SECURITY DEVICE IF RESIDENT VACATES THE LEASED PREMISES IN BREACH OF THE LEASE**; and (xvi) other items provided by this Lease.

In the event Landlord elects to repair damage to the Landlord's property caused by Resident during the Term, the cost of such repair shall be deducted from Resident Security Deposit and Resident shall promptly deposit with the Landlord that amount necessary to re-establish the required security deposit.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided 1 Unit key(s), 1 mailbox key(s), 1 bedroom key, and 1 other access device(s) for gate and clubhouse access. Your Unit will be (check one): ☒ Furnished, ☐ Partially Furnished, ☐ Unfurnished. **RESIDENT IS ADVISED TO KEEP UNIT AND BEDROOM DOORS LOCKED AT ALL TIMES.**

6(a). RENT AND CHARGES. Rent Payment totaling \$5,040.00 for the Term is payable in advance in 12 equal installments of \$420.00 for rent, in advance and without demand or offset at the on-site manager's office

The first installment is due on or before the first of the month in which the Lease begins. Otherwise, you must pay for your rent on or before the 1st day of each month (due date) with no grace period. Rent is payable by check, MoneyGram, cashier's check, credit card, or via an online payment portal. You have no right to withhold rent for any purpose, even an act of God, or to reduce or offset Rent payable to us by any of your costs or damages against us. We may, at our option, require at any time that you pay all Rent and other sums by online credit payment, payment via an online payment portal, certified or cashier's check, MoneyGram, or one monthly check rather than multiple checks, but we will not accept personal checks after the **10th** of the month. Cash, international funds, or temporary checks will not be accepted. *If you don't pay all rent before the **FOURTH (4th)** day of the month, you'll pay an initial late charge of **10%** plus a late charge of **\$0** per day after that date until paid in full.* Daily late charges shall not exceed 15 Days for any single month's rent. You agree that these late charges are a reasonable estimate of uncertain damages to us that are incapable of precise calculation and result from the late payment of Rent. If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a MoneyGram, cashier's/certified check, credit card, or payment via an online payment portal. After two returned checks, you must make all future payments by MoneyGram, cashier's/certified check, credit card, or payment via an online payment portal. You will also pay a charge of **\$30** for each returned check or rejected automatic electronic draft, plus initial and daily late charges from due date until we receive acceptable payment. If you do not pay rent on time, you will be delinquent and all remedies under state law and this Lease will be authorized.

At Landlord's option and without any notice, Landlord will apply all or a portion of monies received from Resident first to any unpaid obligations of Resident including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, if any, then to current rent regardless of any notations on a check or money order. After the due date, Landlord does not have to accept rent or other payments. Landlord's acceptance of late rent shall not be considered a waiver of any type.

With advance written notice to Resident, the Resident acknowledges that the Landlord may modify the place and manner of payments.

6(b). RIGHT TO POSSESSION VS. PAYMENT INSTALLMENT PERIOD. Resident's right to possession of the Leased Premises is expressly limited to the time period constituting the Lease Term, notwithstanding that Resident may have the right to pay Rent over a period of time which exceeds the time period constituting the Term (the "Payment Installment Period"). By way of illustrative example, and without waiving or limiting same, the Term (and Resident's right to possession of the Leased Premises) may be three months, but the Payment Installment Period for Resident to pay such Rent may be four months. In such instance, Resident is not entitled to an additional month within which to possess the Leased Premises, or to extend the Term, by virtue of the Payment Installment Period.

COMMUNITY FEE. Resident agrees to pay a non-refundable community fee of \$25. This fee is designed to defray our costs in providing and maintaining certain services, amenities, and common areas at the property. These may but do not necessarily include the following services, amenities and common areas (if applicable): Club House; Business Center; Fitness Center; Pool and Spa (excluding water); Dog Park; Pest Control Service; Playground; Landscaping (excluding water); Natural Gas; Grounds Porter; Parking Lot maintenance; Roof Maintenance; Courtesy Patrols; Trash Service; and Common Area Lighting.

The community fee does not cover all of the property's expenses in these areas, and the property may or may not provide all of these services or amenities, and certain services and amenities may be suspended, interrupted or discontinued at any time without reduction in or proration of the community fee. No part of the property's monthly water and sewer bill is included in the community fee.

This amount is freely contracted between the parties at the signing of this Agreement and is not to be returned to the Resident under any circumstances; this non-refundable community fee belongs to the Landlord and is fully earned at the signing of this agreement – it is openly charged and agreed to by the Resident.

7. UTILITIES. We will furnish the following allotments/utility caps for the items listed: \$25 cap for water per resident, \$N/A cap(s) for electricity per resident. Any usage billed over this amount will be the responsibility of all residents in the apartment and payable to SimpleBills. Resident is responsible for all setup, deposits, and activation fees of all utilities not paid for by the property.

You'll pay for all other utilities, related deposits, all amount not covered by the allotment/utility caps (if applicable) and any charges or fees on such utilities during your Lease Contract term. Landlord has chosen to use a third-party billing service for utilities not included in rent. Unless otherwise instructed by Landlord, Resident will NOT contact individual utility companies for the utilities for which they are responsible. Although Landlord provides a Utility Allowance to Resident, EACH Resident on this Lease must enroll with SimpleBills (at SimpleBills.com), or a subsequent provider at the Landlord's election, BEFORE the commencement of this Lease, for utility charges above the Utility Allowance. The utility overage charges, Utility Excess, shall be divided among the Residents on this Lease so that each Resident shall receive a bill for their portion of the Utility Excess. Resident shall PAY SimpleBills for their portion of the Utility Excess during the term of this Lease. SimpleBills shall bill Resident a monthly service fee of FOUR DOLLARS AND NO CENTS (\$4.00) on the first bill from SimpleBills. Resident shall agree to the Terms of Service from SimpleBills, which shall be made available to Resident at time of enrollment. If Resident does not pay SimpleBills when bills are due, Landlord may put the Utility Excess charges on Resident's account with Landlord and an additional utility administration fee of \$50.00 per bill shall be added to Resident's account. Utilities may be subject to disconnection if not enrolled in SimpleBills. Resident shall be responsible to keep their account with SimpleBills active through the end of the Lease until their final bill from SimpleBills is provided to Resident, regardless of when Resident physically moves out of the unit.

Resident shall pay for water and sewer charges based on an allocation formula. Your allocation method (half based on the square footage of your unit and half based on the number of occupants in your unit) will be calculated pursuant to section 291.124(e)(2)(A) of the Texas Commission on Environmental Quality rules. Charges for each apartment unit will then be divided equally by the number of residents in that apartment unit to calculate the charges for each occupied bedroom. The average bills for all dwelling units in the prior calendar year was \$ with the high being \$ and the low being \$. The water and sewer billing period will match the local provider. Landlord will repair leaks in Resident's unit and in common areas within 7 days after learning of them. Upon reasonable notice, Resident may inspect records relating to Landlord's water and sewer bills from the utility company and Landlord's calculations of Resident's monthly allocations.

Resident shall also pay for any stormwater/drainage or related charges assessed to Landlord by the local provider. Such charges shall be divided equally to each occupied apartment unit. Charges for each apartment unit will then be divided equally by the number of residents in that apartment unit to calculate the charges for each occupied bedroom.

Resident shall pay for gas (for heating, water heating and other uses) based on an allocation formula, not actual meter reads. The gas bills received by Landlord from the local utility(ies) will be used to calculate the charges per apartment unit. Specifically, the Resident's bill will be calculated in the following manner: Fifty percent of the property's gas bills will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. This portion of Resident's bill will be equal to this calculated monthly percentage multiplied by fifty percent of the property's gas charges. The remaining fifty percent of the property's gas bills will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants of the property. This portion of Resident's bill will be equal to this calculated monthly percentage multiplied by fifty percent of the property's gas and charges. Charges for each apartment unit will then be divided equally by the number of residents in that apartment unit to calculate the charges for each occupied bedroom.

8. INSURANCE. Our insurance does not cover the loss of or damage to your personal property. You are (check one):

☒ required to buy and maintain renter's or liability insurance (see attached addendum), or

⁶ ☐ are strongly recommended to maintain renter's or liability insurance throughout your lease term, or

Landlord is not responsible for, and will not provide, property or casualty insurance for the personal property of any Resident, occupant or guest. The Resident assumes all responsibility for any damages caused to their Unit by the Resident's own negligence by causing fires, theft, water damage, pipe leaks, and other similar occurrences. Also, under no circumstances will Landlord be responsible for any damage to Resident's personal belongings. Resident agrees that by signing this Lease that this constitutes Landlord's advice or notice, strongly urging resident to obtain from the Resident's own insurance company renter's insurance. Resident understands that if the Resident causes any damage resulting from fire or flood that the Resident is responsible for any repairs needed to the Unit and any other damage to the Community directly caused by Resident's negligence. To The extent permitted under applicable law, Landlord may recover attorneys' fees and court costs for the collection of nonpayment for repairing damages caused to the Leased Premises and/or any other part of the Community that was damaged because of Resident's willful conduct, omissions or negligence, or the willful conduct, omissions or negligence of Resident's family members or Resident's guests.

9. 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 re-keyed after the prior resident moves out. The re-keying will be done either before you move in or within 7 days after you move in, as required by statute.

Who Pays What. Subject to some limitations, under Texas law you may at any time ask us in writing to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not have one; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense:

☐ One keyed deadbolt lock on exterior door ☐ Security bar on sliding glass door ☐ Change/rekey locks or latches. If no item is filled in, then you are requesting none at this time.

PAYMENT. We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment. You also must pay for additional or changed security devices you request, in advance or afterward, at our option.

SPECIAL PROVISIONS AND "WHAT IF" CLAUSES

10. SPECIAL PROVISIONS. The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form. **ALL ATTACHED ADDENDA APPLY.**

11. UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE. You will be liable to us for a reletting charge of **85%** of the highest monthly installment during the Term) if you:

1. Fail to move in; or
2. Move out without paying rent in full for the entire Lease term or renewal period; or
3. Move out at our demand because of your default; or
4. Are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See following paragraph.

NOT A RELEASE. The reletting charge is not a Lease cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense for processing a replacement. These damages are uncertain and difficult to ascertain – particularly those relating to make ready, inconvenience, and paperwork. You agree that the reletting charge is a reasonable estimate of such damages. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

Town Lake IS LOCATED IN A COMMUNITY IN WHICH IT IS DIFFICULT TO RELEASE OR RELET A UNIT ONCE YOU HAVE SIGNED THIS LEASE. WE CANNOT PROVIDE ASSURANCES AND WE DO NOT REPRESENT THAT YOUR UNIT WILL BE RELET OR THAT A

REPLACEMENT RESIDENT WILL BE FOUND IF YOU FAIL TO TAKE POSSESSION, IF YOU ARE CONTEMPLATING AN EARLY MOVE-OUT, OR IF THE UNIT IS VACATED FOR ANY OTHER REASON. YOU WILL REMAIN OBLIGATED UNDER THIS LEASE AND WILL NOT BE RELEASED SHOULD YOU VACATE OR FAIL TO TAKE POSSESSION SAVE AND EXCEPT AS PROVIDED FOR UNDER PARAGRAPH 22 HEREIN.

12. DAMAGES AND REIMBURSEMENT. You must submit payment in full within **30 days** loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the Unit or Leased Premises due to: a violation of the Lease or rules; improper use; negligence; other conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault. **RESIDENT AGREES TO INDEMNIFY, DEFEND (THROUGH A COUNSEL OF LANDLORD'S CHOOSING) AND HOLD THE LANDLORD AND ANY OTHERS ACTING AS LANDLORD'S AGENT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION, LIABILITY OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, REASONABLE AND NECESSARY COSTS, INCLUDING ATTORNEY'S FEES, INCURRED IN DEFENSE OF ANY SUCH CLAIM, THAT HAS OR MAY ARISE OUT OF OR RESULT FROM OR CONNECTED WITH RESIDENT'S USE (INCLUDING USAGE BY A RESIDENT'S GUEST) AND/OR OCCUPANCY OF THE LEASED PREMISES, IN WHOLE OR IN PART, INCLUDING LOSS, LIABILITY, OR DAMAGE BASED ON THE SOLE NEGLIGENCE OF THE LANDLORD, OR ANY OTHERS ACTING AS THE LANDLORD'S AGENT, INCLUDING LOSS OR DAMAGE TO LANDLORD'S OWN PROPERTY, AS WELL AS ANY AND ALL LIABILITY ARISING FROM THE CONDUCT OF YOU, YOUR INVITEES, GUESTS, OR OCCUPANTS, OR OUR REPRESENTATIVES WHO PERFORM AT YOUR REQUEST SERVICES NOT CONTEMPLATED IN THIS LEASE.** We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding sums you owe is not a waiver. All such rights are hereby expressly reserved.

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN UNIT. All property in the Leased Premises (unless exempt under Section 54.042, of the Texas Property Code) is subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Section 2306.6736, Texas Government Code, for owners supported by housing tax credit allocations). For this purpose, Unit excludes Common Areas, but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal after We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the Leased Premises and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the Leased Premises 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 your bedroom is presumed to be yours unless proven otherwise.

REMOVAL AFTER SURRENDER, ABANDONMENT, OR EVICTION. We or law officers may remove all property remaining in the Leased Premises or in outside common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the Leased Premises (see definitions in paragraph 43).

STORAGE. We will store property removed under a contractual lien pending a sale of seized property. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the Unit. We are not liable for casualty loss, damage, or theft except for 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 is limited to charges for packing, removing, and storing.

REDEMPTION. If Landlord has seized and stored property under a contractual lien for rent as authorized by the Texas 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 Landlord removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the Leased Premises (at our option). We may require payment by cash, MoneyGram, certified check, or via an online payment portal.

DISPOSITION OR SALE. Except for animals and property removed after the death of sole resident, we may discard or donate to a charitable organization all items of personal property that are: (1) left in the Unit after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed, following an eviction. Animals removed after surrender, abandonment, or eviction may be kennelled or turned over to local authorities or humane societies. Property not discarded or donated 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.

14. FAILING TO PAY FIRST INSTALLMENT. If you don't pay the first rental installment when or before the Lease begins, all future installments will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under paragraphs 11 and 33 apply to acceleration under this paragraph.

15. RENT INCREASES AND LEASE CHANGES. No rent increases or Lease changes are allowed before the Term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of community rules permitted under paragraph 18.

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we are not responsible for the delay. The Lease will remain in force subject to abatement of rent on a daily basis in the form of a pro-rated discount on an installment payment during delay. In the event Landlord cannot deliver possession of the Unit to you on the Commencement Date through no fault of Landlord or its agents, Landlord shall have no liability and the Rent herein provided shall not abate. Landlord or its agents shall have thirty (30) days after the Commencement Date in which to give possession of the Unit to Resident, and if possession is tendered within such time, Resident agrees to accept the Unit. In the event possession cannot be delivered within such thirty (30) day period, the Lease and all rights and obligations thereunder shall terminate upon conclusion of the thirty (30) day period from Commencement Date.

Rent abatement does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Leased Premises.

In the event of occupancy delays caused by construction or renovation, no offsets or credits shall be applied to Rent.

Resident acknowledges that some and/or all of the advertised Community Common Areas or portions of the Community Common Areas may not be fully functional, accessible or available for usage by Resident because the area(s) in questions has not yet been fully constructed, is not operational, and/or due to a Community Closure. Further, RESIDENT EXPRESSLY ACKNOWLEDGES THAT RESIDENT'S USE, ACCESS, ENJOYMENT OF THE COMMUNITY COMMON AREAS IS NOT A MATERIAL PART OF THE LEASE AND FURTHER IT WAS NOT MATERIAL TO RESIDENT'S INDUCEMENT TO ENTER INTO THE LEASE. Resident fully understands that Resident's use, access, views and/or enjoyment of the Community Common Areas may be limited, restricted and/or completely inaccessible during the duration of the Lease and/or beyond the term of this Lease, and that there shall be no abatement for any amounts due under this Lease for any period of time when access to any Community Common Area is limited, restricted and/or completely inaccessible.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes or for any other legitimate purpose, as determined by Landlord, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your unit.

WHILE YOU'RE LIVING IN THE COMMUNITY

18. COMMUNITY RULES & REGULATIONS. You and all guests and occupants must comply with any written community rules and regulations, including instructions for care of our property. Our rules are considered part of this Lease and are incorporated herein for all purposes. We may make reasonable changes to written rules, effective immediately, upon their distribution to you, and rules are applicable to all Units in the Community and do not change dollar amounts on this Lease. You must comply with any subdivisions or deed restrictions that apply.

19. LIMITATIONS ON CONDUCT. The Leased Premises and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with community rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not anywhere in the Community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child-care services) in the Leased Premises or in the Community is prohibited, except that a lawful business conducted at home by computer, mail or telephone is permissible if customers, clients, patients, or other business associates do not come to the Community for business purposes. 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 Community guests or others who, in our judgment, have been violating the law, violating this Lease or any

community rules, or disturbing other persons, 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.

20. PROHIBITED CONDUCT. You or 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 and employees) in or near the Community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife or other weapon in the Community common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; using windows for entry or exit; heating the Leased Premises with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others. Engaging in any of these activities is a breach of this Lease.

The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate the Lease. If your roommate or a potential roommate was not truthful on their roommate preference card, we are not liable.

Resident and his/her guests will not engage in or permit the Leased Premises to be used for criminal activity, including drug - related criminal activity and will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on, or near, the community. It is YOUR responsibility, not Landlord's responsibility, to notify the proper authorities if you suspect a roommate or guest is engaged in illegal activities. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations. Violations of the above shall be a material violation of the Lease and may be cause for termination of tenancy, but does NOT release you from your financial obligations under the Lease.

21. RELEASE OF RESIDENT. Tenant may have special statutory rights to terminate the Lease early in certain situations involving sexual assault or sexual abuse, family violence or a military deployment or military transfer.

22. CANCELLATION. If written cancellation is received within 72 hours of the date Resident signed this Lease, the Lease will be void without penalties; unless the Landlord has received first installment and/or Resident has been issued keys.

23. PARKING. You are not guaranteed any parking privilege. 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 or repaired inside a Unit or on sidewalks, under stairwells, or in handicapped parking areas. All vehicles owned or operated by you may be required to have a Community parking sticker if we have so designated. If provided, guests must park in the designated guest parking areas. You are expected to advise all of your guests of our parking policies. Otherwise, there are no assigned parking spaces and parking spaces if provided, are available on a first come, first served basis. We may have unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time, without prior warning, if it:

- has a flat tire or is otherwise inoperable; or
- is on jacks, blocks or has wheel(s) missing; or
- takes up more than one parking space; or
- belongs to a resident or occupant who has surrendered or abandoned the Unit; or
- is in a handicap space without the legally required handicap insignia; or
- is in a space marked for office visitors, managers, or staff; or
- blocks another vehicle from exiting; or
- is in a fire lane or designated no parking area; or
- is in a space marked for other resident or unit(s); or
- is on the grass, sidewalk, or patio; or
- blocks garbage trucks from access to a dumpster; or
- 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.

WARNING: YOUR VEHICLE WILL BE TOWED IF YOU FAIL TO COMPLY WITH THE COMMUNITY'S PARKING POLICIES.

24. MILITARY PERSONNEL CLAUSE. The Servicemembers Civil Relief Act ("SCRA") applies to the lease. Resident may terminate this lease if Resident demonstrates that Resident meets the requirements under the SCRA and any applicable state law.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety

and security, especially in the use of smoke detectors, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in paragraph 36. Window screens are not for security or keeping people from falling out. KEEP DOORS LOCKED AT ALL TIMES, AND DO NOT PROP OPEN GATES.

BALCONIES ARE POTENTIAL AREAS OF ENTRY, AND BALCONIES SHOULD BE PROPERLY SECURED AT ALL TIMES TO DETER CRIME AND PROMOTE SAFETY. SERIOUS INJURY OR DEATH MAY OCCUR BY IMPROPER BALCONY USAGE.

SMOKE DETECTORS. We will furnish smoke detectors as required by statute or city ordinance, and we will test them and provide working batteries when you first 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 smoke detector malfunctions to us in writing. Neither you nor others may disable smoke detectors. **If you damage or disable the smoke detector or remove a battery without immediately replacing it with a working battery, you may be liable to us under the Texas Property Code for \$100 plus one month's rent, actual damages, and attorney's fees.** You also will be liable to us and others if: (1) you fail to report malfunctions or (2) any loss, damage, or fines result from fire, smoke or water.

CASUALTY LOSS. Section 92.054 of the Texas Property Code governs the rights and obligations of the parties regarding any casualty loss to the Leased Premises. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Leased Premises will be the sole property of the Landlord. For the purpose of this Lease, any condemnation of all or part of the Leased Premises is a casualty loss. Landlord is not liable to any Resident, guest, or occupant for personal injury or damage or loss of personal property from casualty losses including but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, terrorism, interruption of utilities, pipe leaks, theft or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet or snow, but may remove any amount with or without notice. **Unless we instruct otherwise in writing, you must, for 24 hours a day during freezing weather, (1) keep the Leased Premises heated to at least 50 degrees; (2) keep cabinet and closet doors open and (3) drip hot and cold-water faucets. Resident is liable for damage to our and others property if damage is caused by broken water pipes due to Resident violating these requirements.**

Under no circumstances, shall Landlord be liable for any loss of personal contents should the refrigerator fail. Landlord is not responsible should any food or medicine spoil. **In any event that Resident is unable to remain in the Leased Premises (or is inconvenienced in any way) for any reason, including, but not limited to the following reason(s): loss of electricity, failure of air conditioning or heating system, sewage stop up, code enforcement issues, plumbing problems, LANDLORD SHALL NOT BE LIABLE TO RESIDENT FOR ANY REIMBURSEMENT OF ANY HOTEL, MOTEL OR ANY OTHER RELOCATION EXPENSES WHATSOEVER. Any expenses incurred by Resident shall be Resident's sole expense. LANDLORD DOES NOT REIMBURSE NOR DOES LANDLORD PROVIDE FOR ANY OFFSETS OR CREDITS FOR RELOCATION EXPENSES OR LOSS OF USE OF ANY KIND.**

CRIME OR EMERGENCY. Dial 911 or immediately call local medical emergency, fire or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. **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 are 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, including theft, burglary, assault, vandalism, or other crimes.** Even if previously provided we are not obligated to furnish security personnel, patrols, lighting, gate or fences or other forms of security unless required by statute. We are not responsible for obtaining criminal history checks on any residents, occupants, guests, or contractors in the Community. 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 law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

EXTENDED PHYSICAL ABSENCE. If you are absent from the Leased Premises for an extended period of time at any point during the Term, you agree to periodically check-in on your individual Bedroom and Unit. You agree to never permit more than seven (7) days to pass without checking on the condition of your bedroom. You understand that you are fully responsible for your Bedroom and a pro rata share of the common area if preventable property damage (including, but not limited to, damage caused by water leaks, power outages, equipment malfunction, fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in-progress, etc.) occurs during your extended absence.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the Unit, fixtures, and furniture AS IS, WHERE IS, except for conditions materially affecting the health or safety of ordinary persons. WE DISCLAIM ALL IMPLIED WARRANTIES AND NO EXPRESS WARRANTIES HAVE BEEN MADE TO YOU. You'll be given an Inventory and Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the Leased Premises and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the Leased Premises. But we will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the Unit. After that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the Leased Premises (authorized or unauthorized) become property of the Landlord unless we agree otherwise in writing.

27. MAINTENANCE, ALTERATIONS AND REPAIR.

- a. You are responsible for and will take good care of the Leased Premises. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Leased Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within **10 days** after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Leased Premises or any part of the Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Unit by other residents of the Unit if we cannot determine who is responsible). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within **ten (10) days** after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the termination of this Lease. All damages will be billed to you within **10 days**.
- b. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.
- c. Except in the event of an emergency, if you have a request for repairs or services to the Leased Premises, or repairs or replacements of security devices, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause, you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us in writing as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks; electrical problems; carpet holes; broken glass; broken locks or latches; and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you cannot stop payment of or reduce the rent except to the extent allowed by law.
- d. Neither we nor the on-site manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the premises because we or the on-site manager are making repairs, alterations or improvements to the Leased Premises, the Community Common Areas, or the Community. If you request any repairs they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, unless the repairs are required by an emergency, you will have to pay in advance any additional charges (such as overtime) resulting from such request.
- e. **LANDLORD IS NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE LOSS OF PERSONAL PROPERTY FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY OUR GROSS NEGLIGENCE OR THE GROSS NEGLIGENCE OF THE MANAGER. WE URGE YOU TO OBTAIN YOUR OWN INSURANCE FOR LOSSES DUE TO SUCH CAUSES.**

28. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids and insects) are permitted, even temporarily, anywhere in the Leased Premises or Community unless Landlord has expressly authorized so in writing. If we allow an animal, Resident must sign a separate animal addendum and pay an animal deposit. An animal deposit is considered a general security deposit. We will authorize a support animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), Resident is subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the Leased Premises at any time during the Term (with or without our express written consent), we will charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of

paragraph 29. We may remove or caused to be removed any unauthorized animal, keep or kennel the animal or deliver it to a humane society or local authority. When keeping or kenneling an animal, Landlord will not be liable for loss, harm, sickness, injury, or death of the animal Provided Landlord has used reasonable means to remove any unauthorized animal. We will return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

29. RIGHT OF ACCESS. Landlord shall have the right of access to the Leased Premises, without notice, for business reasons, including, but not limited to the following: to investigate complaints, inspection of the Leased Premises, to show the Leased Premises to prospective tenants, prospective purchasers, governmental inspectors, fire marshals, lenders, appraisers, or insurance agents, to exercise a contractual or statutory lien, to leave written notices, to seize nonexempt property after default, or maintenance during reasonable hours. In case of emergency, Landlord may enter at any time to protect life and prevent damage to the property. Resident authorizes Landlord to show the Leased Premises to prospective renters after Resident has given notice of termination. Landlord will be conducting periodic inspections and visitations for the purposes of pest control, water meter readings, and preventative maintenance repairs. Whenever possible, notice will be given of such inspections and visitations. You may not film, video, or otherwise record our personnel or contractors.

RELETTING

30. RELETTING CHARGE. There is no early termination clause in this Lease. You will be liable for a reletting charge equal to **85%** of the value of the highest monthly installment payment during the Term if you (1) fail to move in or (2) move out without our prior written approval, or (3) are evicted. The reletting charge is not a cancellation fee and does not release you from your obligations under the Lease. It is not a release. The reletting charge is not a Lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain – particularly those relating to administrative and marketing costs. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for future or past-due rent, charges, fees or other sums due under this Lease.

31. ASSIGNMENT OR SUBLETTING. You may not assign the Lease, change roommates or sublet the Leased Premises or any portion thereof without our express written consent, which we may withhold in our sole discretion. If we consent to an assignment of the Lease or a sublease of the Leased Premises, all rent and other payments must be made by the assignee or sub-resident directly to us. All assignees and sub-residents approved by us agree to comply with all the terms of this Lease as if they had originally executed this Lease. You will remain liable to us for payment of the rent and other sums due under this Lease and for performance of the obligations contained in this Lease even after an assignment or sublease is approved by us. Our consent to one assignment or sublease will not be construed as consent to any further request for an assignment or sublease or a waiver of our right, in our discretion, to consent to future requests. **WE ARE NOT RESPONSIBLE FOR FINDING YOU A SUBRESIDENT OR ASSIGNEE.**

DEFAULT

32. DEFAULT BY RESIDENT. You are in violation of this Lease if:

- a. You fail to timely pay Rent or any other amount owed under this Lease;
- b. You or your guest violates this Lease or any addendum to it, the Community Policies, any unit rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. You fail to move into the Leased Premises after completion of all required documentation, or, if you abandon the Leased Premises (that is, you appear to have moved out before the end of the Lease, clothes and personal belongings have been substantially moved out and you have not been in the bedroom for **5 consecutive days**;
- d. You or the Guarantor has made any false statement or misrepresentation on any information provided to us, which includes the application you submitted;
- e. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- f. Any illegal drugs or illegal drug paraphernalia are found in the Leased Premises (whether or not we can establish possession); or
- g. You fail to pay any fine, charge, or penalty within **ten (10) days** after it is levied in accordance with this Lease or the Community Policies.
- h. Any of the utilities which are payable by you or the other residents of the Unit are disconnected or shut off because of nonpayment.

13 *WK* **33. REMEDIES.** If you are in violation of this Lease, we can, without any demand or notice (other than as provided in this paragraph)

in addition to other remedies as allowed by law or equity:

- a. Collect any fine imposed by the community policies or Lease;
- b. Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Leased Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Leased Premises by giving you written notice providing 24 hours for you to vacate;
- d. Sue to collect all unpaid Rent and other sums which would become due until the Expiration Date of the Lease Agreement or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the reletting charge of **85% of the value of the highest installment payment due under this Lease**).
- e. Terminate the Lease and your right to occupy the Leased Premises and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;
- f. Report all violations to credit reporting agencies;
- g. Do any combination of a, b, c, d, e, or f; however, if the default solely relates to your failure to move in, we will return prepaid Rent and the Security Deposit if a replacement resident acceptable to us takes occupancy on the Commencement Date; however, we will retain an amount of **\$200.00** as a lease cancellation fee (such amount not to exceed **85% of the value of the highest installment payment due under this Lease**). All unpaid amounts will **bear interest at 18% per year** from the date originally due through the date of payment. In the event of a default by Resident, Landlord shall be entitled to all of its legal fees, court costs, deposition fees, and expert witness fees. Where permitted to by law, Resident expressly waives any right to recover legal fees against Landlord whether such fees may be awarded pursuant to contract or statute (including Chapter 92 of the Texas Property Code and Chapters 37 and 38 of the Texas Civil Practice and Remedies Code).

After giving notice to vacate or filing an eviction suit, the Landlord may still accept rent or other sums due; the filing or acceptance of funds does not waive or diminish the Landlord's right of eviction or any other contractual or statutory right.

34. WAIVER OF A JURY TRIAL. EXCEPT AS PROHIBITED BY LAW, AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS LEASE, YOU AND WE HEREBY EACH WAIVE OUR RIGHT TO A TRIAL BY JURY ON ANY AND ALL ISSUES RELATING TO OR ARISING OUT OF OUR OBLIGATIONS UNDER THIS LEASE, THE RELATIONSHIP BETWEEN US, OR YOUR OCCUPANCY OF THE LEASED PREMISES (INCLUSIVE OF ANY CLAIM OF PERSONAL INJURY). YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING PROVISION AND THAT YOU ARE VOLUNTARILY, INTENTIONALLY, AND KNOWINGLY WAIVING ITS RIGHT TO A JURY TRIAL. LANDLORD AND RESIDENT STIPULATE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS.

GENERAL CLAUSES

34. ENTIRE AGREEMENT. This Lease, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties acknowledge and represent that, by signing and initialing this Lease, they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance save and except those set out in this Lease, regardless of whether made orally or in writing prior to or contemporaneous with this Lease. The parties further acknowledge that they have freely entered into this Lease after having had the opportunity to obtain independent legal counsel of their own choosing to review its provisions and to provide advice as meaning of its terms and the advisability of agreeing thereto.

Our representatives (including management personnel, employees and agents) have no authority to waive, amend, or terminate this Lease or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens or other rights, is not a waiver under any circumstance. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our agent constitutes notice to or from us. Any person giving a notice under this Lease should retain a copy of the memo, letter or fax that was given as well as any fax transmittal verification. Fax signatures are binding. All notices must be signed. Notices may not be given by email.

Exercising one remedy will not constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or Management Company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. Neither an invalid clause nor the omission of initials on any pages invalidates this Lease. If any provision of this Lease is found to be invalid or unenforceable under applicable law, the remainder of the Lease shall not be invalid or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and

management companies. This Lease is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease obligations must be performed in the county where the Unit is located.

COMMUNITY CLOSURE. Landlord, in its sole discretion, may close and/or restrict access to (in full and/or in part any portion (or all) of the Common Areas for such periods of time as may be reasonably necessary to: (a) prevent the public from obtaining prescriptive rights; (b) make repairs or alterations; (c) comply with applicable law; (d) promote the health, safety, and/or well-being of tenant, visitors, and/or guests; and/or (e) for any reason permitted by law, and Resident's covenant to pay Rent and any other charges required to be paid by Resident hereunder shall not be in any way affected during any such closure.

MORTGAGEE'S RIGHTS. Resident's rights under this Lease shall at all times be automatically subordinate to and subject to any lien or encumbrance, which is now or shall hereafter be placed on premises of which Unit is a part, to all advances made under such lien or encumbrance, to the interest payable on any such lien or encumbrance, to any and all renewals and extensions of any such lien or encumbrance, to any restrictive covenant, and to the rights of any owners' association affecting the Leased Premises. If requested, Resident shall execute promptly any document that Landlord may request to specifically implement the subordination of this Lease to such instrument. **NOTICE: Landlord's broker or any other broker to this transaction has NOT received any notice nor has any knowledge that Landlord is delinquent in payment of any lien against the Leased Premises or that the Leased Premises is posted for foreclosure.**

PARENTAL OR SPONSOR'S GUARANTY. Parental or Sponsor Guaranty acts as additional security in the event there are damages exceeding normal wear and tear, or in the event Rent is not paid. Parental or Sponsor Guaranty will remain in effect for the duration of time Resident occupies any Unit at Community.

RESIDENT UNDERSTANDS THAT THE LANDLORD IS RELYING UPON THE RESIDENT'S EXECUTION OF THIS LEASE IN MAKING LEASE SPACE DECISIONS AND THAT IT WILL REMOVE THE LEASE SPACE FROM ITS INVENTORY OF AVAILABLE LEASE SPACE UPON SIGNING.

NOTE: IF YOU EXECUTE THIS LEASE, AND FAIL TO PROVIDE A PARENTAL OR SPONSOR GUARANTOR AS REQUIRED BY THE RENTAL CRITERIA AND THIS LEASE, YOU ARE STILL BOUND BY, AND WILL STILL BE HELD LIABLE FOR, THIS LEASE. LANDLORD SHALL NOT BE OBLIGATED TO PROVIDE RESIDENT ACCESS TO THE LEASED PREMISES UNTIL A SATISFACTORY GUARANTY IS EXECUTED, IF REQUIRED.

RESIDENT FURTHER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT HE OR SHE HAS BEEN ADVISED THAT THE LANDLORD WILL REQUIRE THAT A BINDING PARENTAL OR SPONSOR GUARANTY BE EXECUTED IF THE RESIDENT CANNOT PROVE MONTHLY INCOME ACCORDING TO RENTAL CRITERIA. RESIDENT ALSO UNDERSTANDS THAT A PARENTAL OR SPONSOR GUARANTY MUST BE OBTAINED DIRECTLY FROM THE PARENT AND SPONSOR AND THAT THE LANDLORD RESERVES THE RIGHT, BOTH CIVIL AND CRIMINAL, FOR ANY FALSIFICATION OR FORGERY OF SUCH GUARANTY, THE GUARANTY CONSTITUTING AN ESSENTIAL INDUCEMENT FOR THE GRANT OF THIS LEASE BY LANDLORD.

NOTWITHSTANDING, THE RESIDENT ACKNOWLEDGES, UNDERSTANDS AND AGREES:

- **THIS LEASE IS FULLY BINDING REGARDLESS OF FAILURE TO SUBMIT A PARENTAL OR SPONSOR GUARANTY; LANDLORD RESERVES THE RIGHT TO EXERCISE ALL AVAILABLE REMEDIES FOR THE RESIDENT'S FAILURE TO PROVIDE AND TO MAINTAIN A PARENTAL OR SPONSOR GUARANTY, INCLUDING, BUT NOT LIMITED TO, AN EVICTION (WITHOUT WAIVER OF ALL OTHER RIGHTS, INCLUDING COLLECTION OF RENT DUE UNDER THIS LEASE FOR ITS FULL TERM).**
- **RESIDENT WILL NOT BE GIVEN ACCESS TO LEASED PREMISES UNLESS AND UNTIL THE EXECUTED GUARANTY IS RECEIVED BY LANDLORD.**

35. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent—regardless of any notations on accompanying payment and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

SECURITY GUIDELINES FOR RESIDENTS

36. SECURITY GUIDELINES. We care about your safety and that of other occupants and guests. No security system is failsafe. Even the best system cannot prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

Inform all other occupants in your Leased Premises, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us. Know your neighbors. Watching out for each other is one of the best defenses against crime. Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit. Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times. Use the keyless deadbolt in your unit when you are at home.
- Do not put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of this Lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts.
- Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices and smoke detector to make sure they are working properly. Smoke detector batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke detectors, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes, or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night or anytime when you suspect danger.
- Be careful of the consumption of any alcohol or any other drugs which may impair your ability to be fully aware of your surroundings.

There are many other crime prevention tips readily available from police departments and others.

WHEN MOVING OUT

37. MOVE-OUT PROCEDURES. The move-out date cannot be changed unless we and you both agree in writing. You will not move out before the Term or renewal period ends unless all installment payments for the Term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent. You're prohibited by law from applying any security deposit to rent. You will not stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the Leased Premises before the **30-day period** for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address. **NOTICE: The Texas Property Code does not obligate Landlord to return or account for the Security Deposit until thirty (30) days after Resident surrenders the Leased Premises (vacating and returning all keys and access devices) and gives Landlord a written statement of Resident's forwarding address.**

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

39. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

40. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including

stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the Leased Premises and is missing; replacing dead or missing smoke detector batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the Unit when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpster; false security alarm charges unless due to our negligence; animal-related charges; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned check charges; a charge **(not to exceed \$100)** for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease. You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move out date; (2) accelerated rent if you have violated paragraph 33; and (3) a reletting fee if you have violated paragraph 11.

41. EMERGENCY ACCESS. If we believe an "Emergency Situation" exists such that you have died, are seriously ill, missing, or incarcerated (any one or all these events shall be referred to as "Emergency Situation") we MAY, at our option, but are not required to do so, permit any or all of the following person(s) to enter your dwelling and remove all or some of your personal property, as well as your property in the mailbox, storerooms, common areas, and your vehicle(s):

Name: James Kwon

Phone Number: (832) 654-5853

Address: 12633 Memorial Drive Unit 45 Houston, TX 77024

You acknowledge we may require certain documentation from the above individual(s), including but not limited to: affidavit(s), court order(s), proof of the Emergency Situation, and/or indemnification agreements as well as proof of identification of the above individual(s). In the event we erroneously permit access to the above individual(s) when there was no Emergency Situation, you agree to release us from any and all liability for permitting access by one of the above individuals, including for our own negligence. You agree to promptly reimburse us for our legal fees and court costs associated with handling any Emergency Situation.

42. WAIVER OF LIABILITY. NEITHER LANDLORD AND LANDLORD'S AGENTS WILL BE LIABLE TO RESIDENT, RESIDENT'S GUESTS, FAMILY, OR OCCUPANTS FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY WHATSOEVER CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSION, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, ANY OTHER CRIME, ACTS BY OTHER PERSONS, CONDITION OF THE LEASED PREMISES, ENVIRONMENTAL CONTAMINANTS (E.G. CARBON MONOXIDE, ASBESTOS, RADON, LEAD-BASED PAINT, ETC.), OR OTHER OCCURENCES OR CASALTY LOSSES. Resident will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Leased Premises caused by negligence or by improper use by Resident, Resident's guests, family, or occupants. **THE RELEASED PARTIES ARE NOT LIABLE TO YOU OR YOUR GUESTS FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM BURGLARY, THEFT, VANDALISM, FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSION, OR SURGES OR INTERRUPTION OF UTILITIES; EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY LANDLORD OR LANDLORD'S AGENT'S GROSS NEGLIGENCE.**

We urge you to obtain your own insurance for losses due to such causes.

43. ABANDONMENT. You have abandoned the Leased Premises when all of the following have occurred: (1) the Resident(s) appear to have moved out in our exclusive and sole judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our exclusive and sole judgment; (3) you've been in default for non-payment of rent for **5 consecutive days**, or water, gas or electric service for the Unit not connected in our name has been terminated or transferred; and (4) you've not responded for **2 calendar days** to our notice left on the inside of the main entry door, stating that we consider, the Leased Premises abandoned. The Leased Premises is also "abandoned" **10 days** after the death of a sole resident.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the Unit; determine any security deposit deductions; and remove property left in the Leased Premises. Surrender, abandonment, and judicial eviction affect your rights to property left in the Unit (paragraph 13), but do not affect our mitigation obligations (paragraph 35).

44. HOLDOVER. If you still occupy the Leased Premises past the Expiration Date, the date contained in your move-out notice, or the date on which we notify you to leave the Leased Premises, then you owe us rent equal to **double the installment rate** for the extra time that you stay in the Leased Premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your holdover, including, but not limited to, lost rent, lodging expenses, and

attorney's fees. In the event of a holdover, Landlord at Landlord's option may extend this Lease up to one month by notifying Resident, in writing.

45. SIZE OF UNIT. Prior to executing this Lease, you have the opportunity to inspect the Unit or a similar unit to measure it. You agree that no offset or credit shall be issued should a size discrepancy arise between any advertisement and the actual as-built size or should a similar unit not be readily available.

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

47. MULTIPLE RESIDENTS. Each Resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the Lease or rules, all residents are considered to have violated the Lease. Should Landlord or Landlord's representative send requests or notices (including sale notices) to any one resident or occupant, said notice shall constitute notice to all residents and occupants. The notice of a Lease termination may only be provided by a Resident. In eviction suits, each resident is considered the agent of all other residents in the Unit for service of process. Any resident who defaults under this Lease will indemnify the non-defaulting residents and their guarantors.

48. SUSPENSION OR EXCLUSION. In the event Resident is enrolled in an institution of higher learning, and faces disciplinary hearings or faces expulsion from said institution, such disciplinary hearing, suspension, or expulsion from the institution can result in the eviction of the Resident.

49. TESTING. In the event Resident desires to conduct any tests which are non-destructive, Resident shall provide forty-eight (48) hours written notice to Landlord or Landlord's representative. In the event Resident desires to conduct any tests which are destructive, Resident shall provide not less than seventy-two (72) hours written notice to Landlord or Landlord's representative and obtain written permission from Landlord or Landlord's representative. Absent appropriate written notice for non-destructive testing or destructive testing, as applicable, such testing shall be considered inadmissible in a court of law.

50. LEAD-BASED PAINT NOTICE. If the Leased Premises was built before 1978, federal law requires the Landlord or Landlord's broker to provide a federally approved pamphlet on lead poisoning prevention to Resident and to disclose Landlord's knowledge of any lead-based paint or hazard in the Leased Premises. If the Leased Premises was built before 1978, an Addendum Regarding Lead-Based Paint should be attached.

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

52. REPRESENTATIONS. All of Resident's statements in this Lease and any application for rental are material representations relied upon by Landlord. Each party executing this Lease states that he or she is of legal age to enter into a binding contract. If Resident makes any misrepresentation in this Lease or any application for rental, Resident is in default.

53. It is the intent of the parties of this Lease, that should a dispute arise over the interpretation of this Lease, that the terms of this Lease not be construed against any one party, based on being the drafter of the Lease, but that it be assumed and it is hereby acknowledged and agreed that both parties participated equally in the preparation of the Lease.

54. CLASS ACTION WAIVER. Resident agrees that Resident will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.

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

YOU ARE LEGALLY BOUND BY THIS DOCUMENT.

PLEASE READ CAREFULLY. DO NOT SIGN IF YOU ARE NOT IN AGREEMENT OR IF YOU HAVE A DIFFERENT UNDERSTANDING. WE SUGGEST THAT YOU TAKE A COPY OF THESE DOCUMENTS TO AN ATTORNEY FOR REVIEW PRIOR TO SUBMITTING THE RENTAL APPLICATION OR SIGNING THE LEASE.

AS STATED IN – ENTIRE AGREEMENT – THIS LEASE, ALONG WITH ANY EXHIBITS, APPENDICES, ADDENDUMS, SCHEDULES, AND AMENDMENTS, ENCOMPASSES THE ENTIRE AGREEMENT OF THE PARTIES AND SUPERSEDES ALL PREVIOUS UNDERSTANDINGS AND AGREEMENTS BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN. THERE ARE NO PROMISES, WARRANTIES, UNDERSTANDINGS, OR REPRESENTATIONS OTHER THAN THOSE THAT ARE CONTAINED HEREIN OR IN THE EXHIBITS, APPENDICES, ADDENDUMS, SCHEDULES, AND AMENDMENTS HERETO.

ADDITIONAL PROVISIONS OR CHANGES MAY BE MADE IN THE LEASE IF AGREED TO IN WRITING BY ALL PARTIES. YOU ARE ENTITLED TO RECEIVE AN ORIGINAL OF THIS LEASE AFTER IT IS FULLY SIGNED. KEEP IT IN A SAFE PLACE.

Resident Signature

Landlord or Landlord's Representative

Printed Resident Name

Date

Resident's Date of Birth

Date

Town Lake
1109 S Pleasant Valley Rd
Austin, TX, 78741
(512) 326-1040 P
(512) 326-1131 F

Town Lake - GUARANTY AGREEMENT

Primary Lease Holder: William Kwon

Lease Start Date: 08/01/2021

Lease End Date: 07/31/2022

Lease Installment Amount: \$5420.00

Total Lease Contract Amount: \$5,040.00

Guarantor Full Legal Name: Duk Kwon

Relationship to Applicant:

Home Phone: (832) 654-5853

Cell Phone: (832) 654-5853

Email Address: williamkwon97@gmail.com

Permanent Address: 12633 Memorial Dr Unit 45 Houston, TX 77024

Identification Type: Drivers License

Identification Number: 27985454

Expiration Date:

Issue State/Province: TX

Social Security Number: *****6634

Date of Birth: 10/25/1969

Employer Name: houston community college system

Annual/Monthly/Hourly Salary: \$538,400.00

Employer Address: 1300 Holman Street Houston TX 77004

This Guaranty Agreement ("Guaranty") is entered into by the Guarantor listed above for the benefit of L Riverside Investor, LLC ("Landlord") and relates to the Lease Agreement ("Lease") between the Primary Lease Holders identified above (collectively "Resident"). Each Guarantor must submit and execute a separate Guaranty. Termination of your obligation to guarantee the Lease applies only to future liabilities of the Resident. If we delay or fail to exercise rights under the Lease, pursue any remedies, provide notices to you, or make demands to you, as Guarantor, it will not act as a waiver of Landlord's rights against you. Landlord's remedies against the Resident apply to Guarantor as well. Resident and all Guarantors are jointly and severally liable. It is unnecessary for us to make demand on or sue or otherwise exhaust remedies against Resident in order for Guarantor to be liable.

You represent that all information submitted by you on this Guaranty is true and complete, and that you will promptly inform us of any change of address. If not signed electronically or witnessed by us, we may require this Guaranty to be notarized. You authorize verification of such information via consumer reports, rental history reports, and other means as determined by Landlord in Landlord's sole discretion. You acknowledge that our privacy policy is available to you, and has been read and understood. A facsimile or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.

We recommend that you obtain a copy of the Lease and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request. You acknowledge that by signing this Guaranty you absolutely and unconditionally hereby guarantee to Landlord payment of all obligations ("Covenants And Duties") of Resident under the Lease, including but not limited to, rent, late charges, property damage, repair costs, animal violation charges, re-letting charges, utility payments, fines, and all other sums which may become due and owing under the Lease. Guarantor is not liable for any increases in the amount of rent stated in this Lease, regardless of any renewals or month-to-month renewals, unless the Guarantor agrees to a different amount in a separate written agreement. Except for changes in the amount of the rent, you agree that Landlord and Resident may amend the Lease without your knowledge or consent, and you will be bound by any such amendments. This Guaranty inures to the benefit of any successor landlords under the Lease.

Guarantor expressly agrees that the validity of this Guaranty and its obligations hereunder, shall in no ways be terminated, affected or impaired by reason of the assertion by Landlord against Resident of any of the rights or remedies reserved to Landlord by said Lease. Guarantor further covenants and agrees that this Guaranty and the full liability of Guarantor hereunder shall remain and continue in full force and effect notwithstanding the occurrence of any one or more of the following types of transactions (whether or not Guarantor shall have received any notice of or consented to any such transaction): (i) any renewal, extension, modification or amendment of said Lease, including automatic renewals, amendments, and modifications entered into by the date listed above as the "Last Date for Guarantor Renewal"; (ii) any assignment or transfer by Landlord; (iii) any assignment or transfer or subletting by Resident; or (iv) death of any party Resident (who may be a natural person).

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Guarantor further agrees to indemnify and hold harmless Landlord from all loss, damage, cost and expense (including, without limitation, costs of court, deposition costs and attorneys' fees incurred by Landlord) in the event of any Event of Default by Resident under such Lease.

Guarantor agrees that in the event that Resident shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or future provisions of the United States Bankruptcy Code, or if such a petition be filed by creditors of Resident, or if Resident shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to such Lease shall be of the same scope as if Guarantor had itself executed said Lease as the named Resident thereunder and no "rejection" and/or "termination" of such Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Landlord under this Guaranty with respect to such Lease for the remainder of the Lease Term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings; and if, in connection with any of the circumstances referred to in this paragraph, Landlord should request that Guarantor execute a new Lease for the balance of the term of said Lease (unaffected by any such "rejection" and/or "termination" in any of said proceedings), but in all other respects identical with said Lease, Guarantor shall do so as the named "Resident" under such new Lease (irrespective of the fact that the existing Lease may have been "rejected" or "terminated" in connection with any proceedings referred to in this paragraph). In the event of failure or refusal of Guarantor to execute such new Lease as herein provided, without limiting any of the legal or equitable remedies of Landlord on account of such failure or refusal, Guarantor agrees that Landlord shall have the right to obtain a decree of specific performance against Guarantor.

Governing Law; Venue. This Guaranty shall be construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions thereof. Venue of any dispute concerning this Guaranty shall be exclusively in Harris County, Texas.

You acknowledge and agree that your obligations as Guarantor will continue until all of the Resident's obligations under the Lease, including renewals, amendments and modifications, have been satisfied." Do not sign this form unless you understand that you have the same liability as Resident for rent and all other monies owed under the Lease.

GUARANTOR:

Signature

Date

² *Duk G Kwon*

ADDENDUM TO LEASE, COMMUNITY RULES AND REGULATIONS

The following Community Rules and Regulations (hereinafter referred to as “Rules”) are a binding part of your Lease with your community. We provide these Rules for your benefit and the benefit of the other residents of the community. Please understand that any violation of any of these Rules causes increased operating expenses, including, but not limited to, clean-up cost, increased management and labor cost, and increased utility cost. Please further understand that any violation of one of these Rules constitutes an Event of Default under the Lease and provided by law. In accordance with your Lease, and the Security Deposit, you will be charged for violation of these Rules in order to offset those increased cost. Such charges are due and payable at the same time as the succeeding month’s rent. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Lease.

CERTAIN AMENITIES MENTIONED MAY NOT BE AVAILABLE AT YOUR PROPERTY AND CORRESPONDING RULES MAY NOT APPLY.

1. **PETS.** Pets are not allowed at the Community or on the Leased Premises (including visiting pets) without the prior written consent of Landlord. The following shall apply to a violation of this policy:
First: A written warning will be issued to the Resident along with a \$100.00 fine and Landlord may, in its sole discretion, declare the Lease to be in default. The Resident will be given until 9:00 a.m. the following day to remove the pet. Depending on the circumstances, the Landlord may elect to demand immediate removal and issue no further warnings.
Second: A charge of \$300.00 will be assessed against the Resident, and the Landlord will declare the Lease in default.
The charges above DO NOT cover damages or destruction due to urine, carpet repair, etc. caused from a violation of these Rules. \$25.00 fine will be given to any Resident or guest who does not adequately pick up after their pet contemporaneously. Residents are also responsible for the pets of their guests which are also prohibited without prior written approval of Landlord. Reasonable accommodations will be made in compliance with the Fair Housing Act. This includes, but is not limited to pet waste, destruction of real or personal property by a pet, or any material associated with pet.
2. **MOTOR VEHICLES AND PARKING.** When entering or leaving a designated Parking area, any Vehicle shall be operated carefully and at a speed not in excess of **ten (10) miles per hour. The usage of the designated parking area or any other space for storage of boats, trailers, trucks, large vans, buses, motor homes or any item other than vehicle is prohibited. BOATS, TRAILERS, & RECREATIONAL ALL TERRAIN VEHICLES ARE NOT ALLOWED AT THE COMMUNITY.** Resident agrees to abide by all normal parking and, will not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas, block trash receptacles or otherwise violate parking provisions in force from time to time. Resident shall not allow any vehicle to be parked in the Community in an area other than in a designated parking area, or any non-operative vehicle to be placed in the designated parking space or elsewhere in the Community. In the event of non-compliance, the vehicle shall be towed by the Landlord at the expense of the Resident. All parking shall be entirely at Resident’s risk. Resident agrees to abide by any parking rules or regulations established by Landlord. In the event parking decals shall be required, Resident agrees to display such decal as instructed. Resident agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Resident’s vehicle and the vehicles of Resident’s guests may be subject to being towed at Resident’s expense or to fines put in force by the Landlord from time to time. Performing mechanical work thereon is strictly prohibited unless special areas are designated in Landlord’s sole discretion. Due to the chemicals in the city water and the continued problem of Resident(s)/Guest(s) breaking sprinkler heads in the Community Common areas, Landlord will not be held liable for streaking or sun spots caused by water hitting Resident(s)/guest(s) vehicle.

Landlord or Landlord’s representative may have any vehicle towed or booted according to state law at the owner or operator’s expense at any time if the vehicle:

- Has a flat tire
- Is on jacks, blocks, or has a wheel missing
- Takes up more than one parking space
- Belongs to a Resident or occupant who has surrendered or abandoned the Leased Premises
- Is in a handicapped space without the legally required handicapped insignia
- Is in a space marked for visitors, managers, or staff
- Blocks another exiting vehicle
- Is in a fire lane or designated “no parking” area
- Is in a space marked for a specific resident or apartment
- Is on the grass, sidewalk, or patio
- Blocks a garbage truck from access to a dumpster
- Has no current license, registration, or inspection sticker and Landlord or Landlord’s representative has given at least ten (10) days’ notice that the vehicle will be towed.

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Landlord or Landlord's representative is not responsible for informing guests about visitor parking areas.

3. **DECORATING.** Resident may hang pictures or mirrors on the walls of the Unit utilizing bulldog picture hangers only. NO GLUE, TAPE, ADHESIVE PUTTY OR STICK-ON TYPE HANGERS, NAILS, SCREWS OR OTHER DEVICES SHALL BE USED WHATSOEVER. Excessive hanging of pictures, posters, mirrors or other items of similar nature will be treated as damage by Resident. DO NOT HANG ANYTHING ON THE DOORS. Waterbeds are not permitted in the Unit unless said Unit is at ground level and Resident has obtained the express prior written consent of the Landlord.
4. **WINDOWS AND TREATMENTS.** Landlord provides blinds on windows and such blinds will not be removed or taken down. If Resident installs any curtain rod brackets, curtains, drapes over the blinds, any damage will be repaired or removed by Resident or at Resident's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors or damage to any part of the Unit caused by leaving windows and/or doors open during inclement weather will be the responsibility of the Resident. Use of foil and other similar unsightly materials, including but not limited to, neon or flashing signs, advertising, etc., over windows is strictly prohibited. No signs can be placed on the inside of the Unit that are visible from the exterior of the Unit. Windows and doors shall not be obstructed.
5. **PATIOS AND DECKS.** Patios and decks shall not have any clothes, rugs, towels, or other items hanging on or over balconies. Patios and decks will be kept neat and clean and will not be used for storage of automobile tires, unsightly or heavy items or garbage or refuse. Only outdoor furniture and related patio items may be placed outside. MAXIMUM CAPACITY IS LIMITED TO SIX (6) PEOPLE ON EXTERIOR DECKS. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR DAMAGE OR INJURIES DUE TO OVERLOADING OF DECKS. Landlord reserves the right to impose reasonable fines for the violation of this provision. **Grills are not allowed on the decks or patios under any circumstance. Charcoal grills are allowed to be used on site, but must remain 15 feet away from the building during use. PROPANE TANKS are NOT allowed on site at any point in time. Landlord reserves the right to impose reasonable fines for violations of these Rules.**
6. **TRASH AND GARBAGE.** All trash and garbage shall be placed into dumpsters in locations designated by Landlord. Resident shall not place any trash on top of or beside the dumpster. Landlord reserves the right to impose reasonable fines for the violation of this provision as well as for littering by Residents (including, not limited to, cigarette butts, beverage bottles/cans in the Community Common Areas). No rubbish, garbage or debris or any kind shall be dumped, placed or permitted to accumulate upon any portion of the Unit or Community so as to render any portion unsanitary, unsightly, offensive or detrimental to other residents. Should Resident fail to keep the yard of the Unit free from trash and garbage, Resident will be fined a **\$25.00** fee per bag (daily). This fee will also be charged if Resident:
 - a) leaves trash or garbage by any entrance,
 - b) does not clean the Unit and the Community Common Areas (including the parking lot) by 9:00 a.m. the day after a party or
 - c) does not clean Resident's litter in and around the pool areas.***Landlord reserves the right to increase fines according to severity of violation and to charge Resident for professional cleaning fees. Increasing fines or charging a Resident for professional cleaning fees is not an exclusive remedy under the Lease, and Landlord reserves the right to seek other remedies, including, but not limited to, eviction of the Resident.**
7. **CIGARETTE BUTTS.** Resident must consult with the leasing office for its smoking policies or prohibitions. All cigarette butts should be placed in designated containers. A fine of \$25.00 will be assessed for excess littering of cigarette butts outside of a Unit. **CIGARETTE BUTTS DISCARDED IN LANDSCAPED AREAS ARE A FIRE HAZARD.**
8. **KEYS.** Landlord shall be entitled to retain a key to the Leased Premises and mailbox for emergency usage or as otherwise permitted by this Lease. Landlord shall not be responsible for replacing lost or misplaced door or mailbox keys. Resident(s) shall not re-key any locks or install or replace any locks on or in the Unit or mailbox. Failure to return all keys will result in a \$50.00 penalty. If the Resident becomes locked out of the Unit, the Resident will be charged a minimum of \$50.00 to gain re-entry during non-business hours.
9. **DOORKNOBS/LOCKS.** Resident may not replace or change any doorknob/lock. Resident should keep doors closed and locked at all times.
10. **GUESTS.** Although Resident(s) may have visitors from time to time, it is understood that occupancy of the Leased Premises is expressly reserved for Resident only, and any person(s) occupying the Unit as a guest for more than **three (3) days** during the Lease Term shall be treated as guests only if the Landlord is notified in writing by Resident and consents thereto. Otherwise, the occupancy of the Unit by an unauthorized guest in excess of **three (3) days** shall be deemed a breach of this Lease, and Landlord shall be entitled to recover from the Resident and guest (whose liability shall be jointly and severally) an amount of rent equal to that being paid by Resident, in addition to the right of Landlord to declare the Lease in default and pursue any of Landlord's other remedies hereunder or by law. Resident shall be responsible for Resident's guests to a reasonable number in light of the limited space available within the Unit. Residents shall not utilize Unit Common Area or Community Common Areas in such a way as to impose upon other residents of the Community. Landlord disclaims any responsibility for the safety or security of Resident's guests, and Resident will indemnify, defend and hold harmless Landlord against any cost, expense or loss of any kind arising out of or related to claims made by Resident's guests against Landlord.

11. **PLUMBING.** Resident shall not place any paper towels, sanitary napkins, tampons or Q-tips in any toilet. Resident shall not use any toilets, drains or other plumbing apparatus for any purposes other than those for which same were designed, and Resident shall not permit any dirt, sweepings, rubbish, rags, ashes or other substance to be placed therein.
12. **APPLIANCES AND FIXTURES.** Resident shall keep appliance manuals together and refer to manuals if unsure how to use appliance. The cost of any repair or service to any appliance, plumbing or fixture due to improper use by Resident, shall be paid by Resident.
- Ovens: Ovens are self-cleaning. **RESIDENTS ARE PROHIBITED FROM USING ANY KIND OF OVEN CLEANER.**
 - Refrigerator: Please note that if the refrigerator is moved out too far or is not moved back carefully, the supply line to the icemaker may become loose or crimped causing minor to severe leaks. Any and all damage will be charged to Resident(s). Please call the office to set up an appointment with maintenance if help is needed.
 - Dishwasher: Overloading of dishwasher is prohibited. Only detergents made for automatic dishwashers shall be used. Please do not attempt to wash clothes in the dishwasher.
13. **UTILITIES.** During the months of cold weather, Resident will see that the heat is not cut off and the thermostat shall not be set lower than 50 degrees Fahrenheit. Resident shall take any other necessary steps to prevent bursting of water pipes serving Unit. Resident shall be liable for any and all damages caused by failure to take such reasonable precautions, including damage to personal property of others. Resident must keep utilities (electricity, water, etc.) and the HVAC system turned on throughout the Lease Term to maintain appliances in operating order and provide heat in cold months. During vacations, DO NOT TURN OFF POWER, power affects refrigerator – food spoilage, heat-water pipes and security system. Any damages from utilities being turned off until Landlord gains possession shall be paid by Resident. If Resident chooses not to live in the Unit at any time during the Lease Term, Resident is still responsible for his/her portion of all utilities until the Expiration Date.
14. **POWER FAILURE.** In the event of power failure, Resident(s) shall check the circuit breaker inside the Unit before reporting such power failure to Landlord.
15. **LIGHT BULBS.** Resident, at Resident's expense, shall be responsible for replacement of all interior/exterior light bulbs and tubes. All bulbs and tubes must be operational at the time the Resident vacates the Unit. Colored bulbs are not allowed in front door or back door exterior light fixtures. Residents may not remove front or back door exterior light bulbs or globes. Landlord reserves the right to impose a reasonable charge for replacement of front or back door exterior light bulbs or globe if removed. Resident needs to make an appointment with maintenance if help is needed replacing fluorescent or other bulbs.
16. **CARPET.** Use caution with the following substances as they will bleach/stain your carpet; fingernail polish remover, acne medicine, bleach, plant food, Kool-Aid and grape juice.
17. **COUNTER TOPS.** Residents shall not use the counter top as a cutting board. Resident shall use caution to not stain the countertop.
18. **AIR CONDITIONING FILTERS.** Landlord shall have the return air filters changed in a manner deemed appropriate to Landlord to insure proper maintenance of the heating and cooling units. Landlord shall be entitled to enter the Unit to perform such maintenance.
19. **GENERAL MAINTENANCE.** Resident shall keep and maintain the Unit in a clean, safe, orderly, sightly and sanitary condition. Resident is responsible for promptly reporting any damage done or need for repair to Unit to Landlord. Windows and doors shall not be obstructed. Nothing shall be thrown out of the windows or doors. Resident shall close windows and doors during the absence of Resident and during inclement weather to avoid damage or loss. Resident is liable for any damage to interior resulting from failure to exercise reasonable care.
20. **SAFETY.** Resident shall immediately notify Landlord in writing of any burned-out exterior lights, faulty locks (including windows) or lost keys. Resident shall immediately report to police and then Landlord any suspicious persons, storage vehicles or unusual activities in or about the Community. Prior to allowing entry into the Unit, Resident shall demand credentials from all maintenance personnel. Resident will keep doors closed and locked at all times.
21. **STORAGE.** For the safety of all Residents, storage of any flammable or explosive items is strictly prohibited in, on or about the Leased Premises, and the Community.
22. **SOUND AND COMMON AREAS.** Resident shall respect the privacy of all other residents in the Community, and no televisions, stereos, radios, or noisy parties or other uses, which emit noise, which is audible outside the Unit is permitted. No band instruments shall be played in the Unit or in the Community. No music lessons, either vocal or instrumental shall be permitted on the Unit or the Community. No CB base stations or radio or television or wires are permitted outside the Unit. No wiring or cables whatsoever other than those furnished by Landlord with the Unit is permitted. Accordingly, no obnoxious, boisterous or offensive activity shall be carried on, in or around any Unit or the Community. Each Resident, his family and guests shall refrain from any act or use of the Unit or Community which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident of the Community. The Landlord acknowledges the right of Resident to entertain friends and to have parties inside the Unit, but requires that order and tranquility prevail. No obscene, indecent or lascivious conduct shall be permitted whatsoever within the Community or within the Unit when such conduct can be seen or overheard by persons adjacent to or in the Community Common Areas. **BLOCK PARTIES ARE STRICTLY PROHIBITED.** No reckless or dangerous conduct shall be permitted within the Community, in the parking lots, or at the entrances to the Community. No motor vehicle of any type or description and no bicycle shall be permitted upon the Community except upon impervious surfaces such as concrete or asphalt, which were intended for such purposes. No motorcycles shall be permitted within the parking lots except in the areas designated for it.

Unless specifically provided elsewhere, the following shall apply to complaints concerning Resident's violation of the Community Rules:

First: A written warning will be issued to the Resident, specifying the complaint that was filed.

Second: Upon a second complaint, which is not disproved by Resident, a \$50.00 fine will be assessed against Resident.

Third: Upon a third complaint, which is not disproved by Resident, a \$100.00 fine will be assessed and the parent or sponsor signing the Guaranty will be notified.

Fourth: A fine shall be imposed in the amount of \$200.00 and Landlord may, in its sole discretion, declare the Lease to be in default. In order for a Resident to disprove a complaint, it is understood that the burden of proof is upon the Resident who must refute such charge with clear, convincing and indisputable evidence. Landlord expressly retains the right to increase the fines set forth herein if the initial fines do not prove to be significant enough disincentive. Such fines are expressly included as an item guaranteed in the Guaranty Agreement form.

23. SOLICITATION. Solicitation shall not be permitted anywhere in the Community or on the sidewalks adjacent to the Community, either by Residents or outside solicitors for business purposes, political purposes or for religious purposes. Please report all violators to the office immediately.

24. AMENITIES. Use of the pools shall be governed by the Rules and Regulations posted in the pool areas and shall be at the risk of Resident and Resident's family and guests. No guest shall be permitted at the pool, clubhouse or recreation facilities except in the accompaniment of a Resident. To the extent permitted by Applicable Laws, Resident does hereby release, relinquish, discharge and indemnify Landlord and Landlord's authorized representatives, and hold Landlord and Landlord's authorized representatives harmless against all claims for personal injury sustained by Resident and Resident's family and guest in their use and enjoyment of the pool or other provided facilities within the Community. This section 24 does not exculpate or limit the liability or costs of the Landlord or Landlord's authorized representative arising as a result of the Landlord or a management company's willful misconduct.

25. HOT TUB.

- Hot tub hours are from 10:00 am to 10:00 pm Sunday through Thursday, and 10:00 am to 12:00 am on Friday and Saturday.
- Do not exceed the maximum number of users.
- Persons under the age of 14 should have adult supervision.
- Anyone with a communicable disease capable of infecting others is prohibited from using the hot tub.
- No glass containers. Keep all breakable objects out of the hot tub area.
- No food is permitted in or around the hot tub.
- Proper swimwear must be worn at all times. Loose articles dropped into hot tub will burn out the motor.
- For your convenience, a timer has been installed on the hot tub.
- No more than 2 guests per Resident at any given time. Guests must be accompanied by Resident.
- If you are pregnant, do not use the hot tub without medical consultation. Do not allow small children to use the hot tub. Hot water exposure limitations vary from person to person.
- If you suffer from heart disease, diabetes, high or low blood pressure or other health problems. Do not enter the hot tub without prior medical consultation with your doctor. Overexposure to hot water may cause nausea, dizziness and fainting.
- Do not use the hot tub while under the influence of alcohol, narcotics or other drugs that cause sleepiness, drowsiness or raise/lower blood pressure.
- Do not use the hot tub if the temperature is above 104 degrees Fahrenheit (40 degrees Centigrade). Lower water temperatures are recommended for extended use (exceeding 10 – 15 minutes) and for young children.
- Enter and exit slowly.
- Do not place electrical appliances (telephone, radio, TV, etc.) within five feet of the hot tub.
- Do not operate the hot tub during severe weather conditions, e.g. electrical storms or tornadoes.
- Do not use or operate the hot tub if the suction outlet cover is missing, broken or loose.

26. GLASS CONTAINERS ARE NOT ALLOWED AT OR AROUND THE POOL AREAS. THERE WILL BE A FINE OF \$25 PER OCCURENCE FOR THOSE RESIDENTS OR THEIR GUESTS FOUND TO HAVE GLASS IN OR AROUND THE POOL.

27. TRANSFERS. Transfers from one Unit to another Unit in the Community must be approved by Landlord in advance in writing, and in such event, new deposits must be made and new leases must be fully executed prior to any such transfer. If transfer is at end of a lease term, the transfer must further move out on last day of lease and will not be allowed to move in to another unit until the beginning of the new lease commencement date. Landlord reserves the right to transfer Resident at Landlord's discretion. Resident will receive reasonable notice prior to transfer. Mid-year transfers will be charged a \$200 transfer fee, if the transfer is not mandated by Landlord.

28. NUMBER OF RESIDENTS PER UNIT. The number of residents per Unit cannot exceed the number of bedrooms in the Unit, unless stated otherwise in the Rental Criteria.

29. NUISANCE. Resident shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Unit, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Community or the guests and invitees or any others lawfully in or around the Community. Upon notice by Landlord or occupants of the Community to Resident that any of the aforesaid is occurring, Resident agrees to forthwith remove or control the same. Landlord does allow parties, but expects Resident to be responsible. Resident or Resident's Guest(s) shall not damage the Unit or surrounding Community including

landscaping. Any garbage or trash is to be picked up the following day by 12:00 noon (this includes the parking lot). Keep noise level down.

30. VACANT BEDROOMS. Use of vacant bedrooms within the Unit is strictly prohibited. All residents within the Unit will be equally billed monthly rent and charged for cleaning and repair of any vacant bedrooms used in violation of this provision. It is understood that Resident will be occupying the Unit jointly with other Residents, and Resident shall also be held liable for a pro rata share of any damages to the Unit Common Areas including, but not limited to, its furnishings, fixtures, walls, ceiling, floor, windows, screens and doors unless the party solely responsible for such damages can be reasonably ascertained.

31. SPRINKLER SYSTEM. Tampering or interfering with any alarm equipment and/or safety installations is strictly prohibited. Residents must be careful not to trigger the overhead sprinkler system in Units. A simple depression of the sprinkler head will result in a total draining of water from the system. Landlord will not be responsible for any personal property or other damages incurred from such situations. Resident will be responsible for the payment of all damages from activating the system, which could include damage to surrounding units and the entire building.

32. CARPET AND/OR VINYL REPLACEMENT. Resident(s) agrees to be responsible for the full cost to replace the carpet and/or vinyl in the Unit and bedroom designated above for excessive damage. If Unit Common Area carpet and/or vinyl should need replacing, the replacement will be of similar and like material and the Resident will share the cost of replacement in equal amounts with other residing Resident(s) sharing the Unit Common Area.

The cost of carpet and/or vinyl replacement for this floor plan will be determined at move out and subject to current market rates by vendor. At move-out, if the carpet and/or vinyl must be replaced due to pet damage, the assessed cost to Resident(s) will be actual cost to replace the carpet and/or vinyl charged by the contractor to the Unit(s) and any other charges that may result from a pet.

In the event that Resident does not pay such sum within ten (10) days of being notified that such sum is due, either through a security deposit disposition notice or otherwise, Landlord shall be entitled to pursue any and all rights and remedies provided for in the Lease to collect such sum from Resident including, but not limited to, filing suit to recover such sum and reporting such sum as being due to the appropriate credit reporting agencies.

33. PACKAGE RELEASE. RESIDENT AGREES TO THE FOLLOWING: I GIVE PERMISSION TO THE LANDLORD, LANDLORD'S REPRESENTATIVES, MANAGING AGENTS, AND EMPLOYEES TO ACCEPT PACKAGES ON MY BEHALF. I ALSO HOLD HARMLESS AND UNDERSTAND THAT THE LANDLORD, LANDLORD'S REPRESENTATIVES, MANAGING AGENTS, EMPLOYEES AND ALL OTHER SUBSIDIARIES ARE NOT LIABLE OR RESPONSIBLE FOR THE ACCEPTANCE OF SUCH PACKAGES THAT ARE DELIVERED TO RESIDENT(S) BY THE UNITED STATES POSTAL SERVICE, UPS®, FEDEX®, FEDEX EXPRESS®, OR ANY OTHER MAIL DELIVERY SERVICE.

THIS SHALL INCLUDE PACKAGES THAT ARE DELIVERED TO THE LEASING OFFICE OR THAT ARE LEFT OUTSIDE THE RESIDENT'S UNIT BY THE DELIVERER. RESIDENT(S) SHALL BE RESPONSIBLE FOR NOTIFYING SENDERS OF THE PROPER ADDRESS (INCLUDING UNIT NUMBER) AND DELIVERY METHODS TO ENSURE THE PACKAGE IS RECEIVED.

IN ADDITION, I FULLY UNDERSTAND THAT THE LANDLORD, LANDLORD'S REPRESENTATIVES, MANAGING AGENTS, AND EMPLOYEES HAVE THE RIGHT TO REFUSE ACCEPTANCE OF ANY PACKAGE(S) AND RETURN ANY PACKAGES IF NOT REMOVED FROM THE MANAGEMENT/LEASING OFFICE WITHIN 3 BUSINESS DAYS.

34. PHOTOGRAPH AND VIDEO RELEASE. Resident agrees to the following: I hereby grant to Landlord permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I expressly waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area. I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public educational setting. I will be consulted about the use of the photographs or video recording for any purpose other than those listed above. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. This release applies to photographic, audio or video recordings collected as part of the sessions listed on this document only.

I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for educational, training, and marketing purposes.

35. RESIDENT COMMUNICATION. You consent to our use of your cell number for texting and your email addresses to communicate with you regarding the Lease, the Community, the Leased Premises and your occupancy. Except for notices to vacate and any other legal notices which specify a particular method of delivery, we may send you any notices or information via text or email. You may send us information via text or email except for your intent to move out and notice of our default.

36. PRIVACY POLICY. The purpose of this policy is to outline some of our procedures relating to the confidentiality and security of sensitive personal information, including social security numbers, disclosed to us by prospective and existing residents. For the purposes of this policy, the term "sensitive personal information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (i) social security number;

- (ii) driver's license number or government-issued identification number; or (iii) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account. This term does not include publicly available information that is lawfully made available to the general public from the federal government or a state or local government. Collection and use of sensitive personal information. When you apply to rent a bedroom or Unit in our Community, we will ask you to disclose certain sensitive personal information on your rental application and possibly other lease documentation. This sensitive personal information will be used by us for business purposes including confirmation of your identity, determination of your eligibility for rental and collection of amounts you owe.
- Protection and access to sensitive personal information. We will keep the sensitive personal information you provide to us in our files. If you become a resident in our Community, we will keep the sensitive personal information in a resident file. If you do not become a resident, we will keep your sensitive personal information in a general file. Personnel with the Landlord and management company, if applicable, will have access to our files. We also reserve the right to disclose sensitive personal information for business related reasons to others such as independent contractors, credit reporting agencies, collection agencies or prospective purchasers or their agents in a manner allowed by law.
- Disposal of records containing sensitive personal information. It is our policy to dispose of records that contain sensitive personal information by shredding, erasing, or by other means making the sensitive personal information unreadable or undecipherable.
- Taking corrective action. In the event that you experience identity theft or we discover that there has been unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information, as defined above, we will comply with all applicable law with respect to taking appropriate corrective action.

This policy has been designed to meet the requirements of applicable law with respect to the adoption of a privacy policy. Nothing contained in this policy shall constitute a representation or warranty of any type whatsoever that sensitive personal information will not be misplaced, duplicated, or stolen. No liability is assumed with respect to any such occurrences.

37. FITNESS CENTER AND RECREATION ROOM. The fitness center and recreation room are for the use of Residents and their guests or invitees. Guests and invitees must be accompanied by Resident. Persons under 14 years of age should have adult supervision.

- Residents are reminded to keep body clear of weights and other moving parts when using fitness equipment.
- Do not use equipment if you are taking any medication that causes drowsiness.
- Residents are not to make repairs on fitness equipment. Report any problem to Landlord or Landlord's representatives.
- Use the equipment only in the manner intended by the manufacturer. Improper use of equipment may cause serious injury or death.
- Residents are requested not to use, adjust or operate fitness equipment beyond their physical limitations.
- Residents are requested to report vandalism and unauthorized users. Vandals will be prosecuted.
- Drinks are not permitted. No glass containers are permitted. Food is not allowed in the fitness center or near equipment in the recreation room. No alcoholic drinks are allowed in the fitness center or recreation room at any time.
- Residents are responsible for cleaning up any area where they have left a mess, and cleaning of machine after use.
- Smoking is not permitted.
- Residents are not authorized to remove equipment or furniture from the fitness room, recreation rooms, or other Community Common Areas.
- Resident's failure to comply with these instructions may result in loss of privilege in access to and use of the fitness equipment.
- To the extent permitted by Applicable Laws, Landlord will not be held responsible for any personal injury and or punitive damages as a result of fitness equipment use, application or negligence.
- Landlord reserves the right to change hours of operation when it solely deems appropriate as the result of abuse or vandalism of the equipment or fitness room.

FITNESS CENTER RELEASE. For and in consideration of Landlord allowing the undersigned to use the exercise and weight room located at the Community (the "Fitness Center"), Resident agrees to the following:

- **NEITHER THE LANDLORD NOR ITS AGENT(S) SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INJURY THAT I MIGHT SUSTAIN AS A RESULT OF MY USE OF THE FITNESS CENTER. I AGREE THAT MY USE OF THE FITNESS CENTER IS AT MY OWN RISK AND I ASSUME FULL RESPONSIBILITY FOR ANY PERSONAL INJURIES, WHICH MAY RESULT, FROM MY USE OR USE BY MY GUESTS OF THE FITNESS CENTER.**
- **I AGREE TO RELEASE, RELINQUISH, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE LANDLORD AND ITS AGENT FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS, COST OR EXPENSES ARISING OUT OF OR IN ANY WAY RELATED TO MY OR MY GUESTS' USE OF THE FITNESS CENTER, INCLUDING, BUT NOT NECESSARILY LIMITED TO, ANY OF MY OR MY GUESTS' OF THE FITNESS CENTER.**
 - **I AGREE TO FOLLOW ALL RULES AND REGULATIONS ESTABLISHED BY THE LANDLORD AND ITS AGENT WITH RESPECT TO THE USE OF THE FITNESS CENTER. I UNDERSTAND THAT ANY INSTRUCTORS IN THE FITNESS CENTER ARE INDEPENDENT CONTRACTORS AND NEITHER THEY NOR THE LANDLORD AND ITS AGENT ARE NOT TO BE RELIED UPON FOR MY HEALTH OR SAFETY. I HEREBY REPRESENT TO THE LANDLORD AND ITS AGENT THAT (1) I WILL ONLY USE THE EQUIPMENT IN THE FITNESS CENTER WHICH I AM CAPABLE OF USING AND UNDERSTAND HOW TO USE SAFELY, (2) I DO**

NOT HAVE ANY HEALTH PROBLEMS WHICH WOULD RESTRICT MY ABILITY TO USE THE FITNESS CENTER; AND (3) WHETHER OR NOT ANY HEALTH PROBLEMS EXISTS, I AM USING THE FITNESS CENTER AT MY OWN RISK AND DISCRETION.

38. CONTROLLED ACCESS GATE NOTIFICATION. For and in consideration of the Lease of which this Addendum is a part, the undersigned Resident certifies that he or she has read and understands and agrees to the following:

Resident acknowledges that if Landlord has furnished a controlled access gate ("Gate") at the Community, it is for the sole purpose of protecting the Community and not for Resident's security; any benefit Resident may receive is only incidental to the purpose of protecting the Community.

The installation or use of the Gate shall not in any way prevent Landlord, at any time, from permanently removing the Gate. Landlord has absolutely no obligation to continue to maintain the Gate and should Landlord elect at any time to remove the Gate, Landlord shall be under no obligation to notify Resident of the removal and the removal shall not be a breach of any express or implied warranty, covenant or obligation.

Resident represents and warrants that Resident understands how to use the Gate and how the Gate functions. Resident further represents and warrants that Resident shall not act in any way to impair the use or function of the Gate. Resident will notify Landlord should Resident discover that the function of the Gate is impaired.

Resident acknowledges that Resident's security is the Resident's responsibility and the responsibility of the local law enforcement agency. In the event that Resident is in need of police protection of any kind, Resident will contact the local law enforcement agency. Resident should not contact the answering service or management office for Resident's security needs for this will only delay the response time.

Landlord's installation or use of the Gate does not constitute a voluntary undertaking, representation or agreement by Landlord to provide security for Resident and his or her guests and/or invitees. There is absolutely no guaranty that the presence of the Gate will in any way increase Resident's personal security or the safety of his or her guests and/or invitees or their respective belongings. The Gate is a mechanical device and can be rendered inoperative at any time.

39. TANNING CENTER POLICIES (IF APPLICABLE)

- Tanning facilities are for residents only.
- Tanning hours are available in the office and are subject to change at sole discretion of Landlord.
- Resident must arrange for a time to use the tanning center with Landlord and sign a release in the form required by the Landlord to use the tanning center.
- For the safety of Resident and the courtesy of others, Resident cannot use the tanning center more than once per 24-hour period.
- Avoid too frequent or lengthy exposure. As with natural sunlight, exposure to a sunlamp may cause eye and skin injury, sunburn and allergic reactions.
- Anyone with a communicable disease capable of infecting others is prohibited from using the tanning center.
- No glass containers. Keep all fragile objects out of the tanning area.
- No food is permitted in or around the tanning bed.
- Consult a physician or pharmacist before using a sunlamp if you are using prescription or non-prescription medications, have a history of skin problems, or if you are or may be especially sensitive to sunlight. Pregnant women and women on birth control pills who use a tanning device may develop discolored skin. Skin sensitivity varies from person to person. Ultraviolet radiation from sunlamps enhances the effects of the sun. Do not sunbathe before or after exposure to ultraviolet radiation. You are expected to provide your own eye wear. Failure to use protective eyewear may result in severe burns or long-term injury to the eyes.

TANNING DEVICE WARNING AND RELEASE. Prior to use of the tanning facility, please be advised of the following:

- Tanning devices are for residents only.
- You are responsible for providing your own eye protection. Your failure to wear eye protection may result in permanent damage to your eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
- Exposure to ultraviolet light (whether from natural or artificial sources) may result in skin damage, including premature aging of the skin.
- Abnormal skin sensitivity or burning may result from reactions between ultraviolet light and certain: (a) foods; (b) cosmetics; or (c) medications, including but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
- If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
- If you are pregnant, you should consult your physician prior to using a tanning device.

- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician prior to using any tanning device.

Resident agrees to the following:

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THE FOREGOING WARNINGS AND I AGREE TO USE PROTECTIVE EYEWEAR AND FOLLOW THE OTHER PRECAUTIONS WHEN USING THE TANNING DEVICE. ON BEHALF OF MYSELF, MY FAMILY, HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, I ASSUME THE RISK FOR ANY INJURY, DAMAGE (INCLUDING DEATH) OR ACCIDENT, WHICH RELATES TO THE USE OR MISUSE OF THE TANNING DEVICE. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, I AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDLORD AND ITS AGENT FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS, COST OR EXPENSES ARISING OUT OF OR IN ANY WAY RELATED TO MY USE OF THE TANNING CENTER, INCLUDING, BUT NOT NECESSARILY LIMITED TO, ANY OF MY USE OF THE TANNING CENTER.

THIS IS A CONTINUING AGREEMENT AND IS EFFECTIVE FOR ALL SUCH MATTERS THROUGH THE DATE OF ITS TERMINATION (IN WRITING AND DELIVERED TO LANDLORD).

40. COMPUTER CENTER. The computer center is for the use of Residents and their accompanied guests only.

- Residents are not permitted to remove any items from the computer center such as equipment, software, accessories, furniture, etc.
- No food or drinks allowed. Smoking is not permitted. Residents are not to place drinks or food close to equipment. No glass containers are permitted.
- Residents are responsible for cleaning up any area where they have left a mess.
- Residents are responsible for supplying their own paper.
- Residents are not authorized to adjust or alter any of the software or programs set up in the computer systems.
- Residents are not authorized to make any repairs on computers, printers, copiers or fax equipment. Problems must be reported to Landlord.
- Landlord reserves the right to change hours of operation when it solely deems appropriate.

41. BASKETBALL AND/OR VOLLEYBALL COURT POLICIES (IF APPLICABLE).

- The basketball and volleyball court hours are available in the office and are subject to change at sole discretion of management.
- Rubber soled shoes are required on the basketball court.
- No food or beverages are allowed on the courts.
- No bikes, rollerblades, or skates are permitted on the courts.
- Do not hang or climb on rims, nets and posts. Resident is responsible for any damage or replacement of the rims, nets, and posts caused by Resident's misuse.

42. MOLD INFORMATION & PREVENTION.

What are molds?

Molds are simple, microscopic organisms, present virtually everywhere, indoors and outdoors. Molds, along with mushrooms and yeasts, are fungi and are needed to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need only a food source - any organic material, such as leaves, wood, paper, or dirt and moisture. Because molds grow by digesting the organic material, they gradually destroy whatever they grow on. Sometimes, new molds grow on old mold colonies. Mold growth on surfaces can often be seen in the form of discoloration, frequently green, gray, brown, or black but also white and other colors. Molds release countless tiny, lightweight spores, which travel through the air.

Can mold become a problem in my Unit?

Molds will grow and multiply whenever conditions are right (sufficient moisture is available and organic material is present). The presence of organic material cannot be prevented, because such materials are the materials with which your Unit is made. However, the moisture that mold needs to grow, and the accumulation of that moisture can be controlled. Be on the lookout in your Unit for common sources of indoor moisture that may lead to mold problems (see the following sections for prevention and tips).

Should I be concerned about mold in my Unit?

Yes. If indoor mold contamination is extensive, it can release chemicals and cause very high persistent airborne spore exposures. Persons exposed to high levels of chemicals or spore leaves can become sensitized and develop allergies to the mold or other health problems. Mold growth can damage your furnishings, such as carpets, sofas, and cabinets. Clothes and shoes in damp closets can become soiled. In time, unchecked mold growth can cause serious damage to the structural elements in your home. Mold can also produce health effects through inflammation, allergy, and infection. Allergic reactions are common following mold exposure. Typical symptoms that mold-exposed persons report (alone or in combination) include:

- Respiratory problems, such as wheezing, difficulty breathing, and shortness of breath
- Nasal and sinus congestion

- Eye irritation (burning, watery, or reddened eyes)
- Dry, hacking cough
- Nose or throat irritation
- Skin rashes or irritation
- Headaches, memory problems, mood swings, nosebleeds, body aches and pains, and fevers are occasionally reported in mold cases, but their causes are not understood.

Tips for Residents.

It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold. Residents can help minimize mold growth in their Unit by taking the following actions:

Ventilation. Adequate ventilation is essential.

- Open windows during dry weather. If it is not possible to open windows, run the fan on the Unit air handling unit to circulate fresh air throughout your Unit. In damp or rainy conditions, keep windows and doors closed. If possible, maintain a temperature of between 50 degrees and 80 degrees fahrenheit within your Unit at all times and a comfortably low humidity (less than 60% relative humidity).
- Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- Use the exhaust fans in your kitchen when cooking or while the dishwasher is running and allows the fan to run until all excess moisture has vented from the kitchen. Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use.
- When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- Cleaning and Maintenance -
- Clean and dust your Unit on a regular basis as required by your Lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
- Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows, and windowsills.
- Use care when watering houseplants. If spills occur, be sure to dry excess water immediately. Thoroughly dry any spills or pet urine on carpeting.
- Do not overfill closets or storage areas. Ventilation is important in these spaces. Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.

Reporting Problems.

- Immediately report to the management office any evidence of a water leak or excessive moisture in your Unit, storage room, garage, or any Community Common Areas.
- Immediately report to the management office any failure or malfunction with your heating, ventilation, air conditioning system, or laundry system.
- Do not block or cover any of the heating, ventilation or air conditioning ducts in your Unit.
- Immediately report to the management office any inoperable windows or doors.
- Immediately report to the management office any musty odors that you notice in your Unit.

Extended Physical Absence. If you are absent from the Unit for an extended period of time at any point during the Term, you agree to periodically check-in on your Bedroom and the Unit Common Areas. You understand that you are fully responsible for your Bedroom and a pro rata share of the Unit Common Areas if preventable property damage (including, but not limited to, water leaks, equipment malfunction, fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, etc.) occurs during your extended absence. You are fully liable for mold growth that occurs during an extended absence by you.

43. BED BUG INFORMATION & PREVENTION.

This outlines your responsibility and potential liability regarding bed bugs. In our efforts to maintain a quality living environment, we must have your cooperation to minimize the risk of bed bugs in your Unit and throughout the Community. If you fail to notify us of the presence or infestation of bed bugs, fail to comply with the rules set forth in this addendum or fail to pay us for any associated costs due to the presence or infestation of bed bugs, 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. However, the presence or infestation of bed bugs does not release you from the Lease.

Facts about Bed Bugs

- Bed bugs are wingless, flat, reddish-brown, oval insects about 3/16-inch long or the size of an apple seed. As they feed on blood and during digestion, they become swollen and reddish.
- Detecting bed bugs can be difficult, as they are mostly nocturnal. However, evidence of an infestation can often be found in, around and between cracks and crevices including mattress seams, sheets and other bedding, carpeting, furniture, under cushions, behind baseboards, curtains, electrical outlet plates, picture frames and along window and door frames. Blood spotting on mattresses and nearby furnishings are also signs of a bedbug infestation.
- Bed bugs tend to stay close together and have a distinctively sweet, yet unpleasant smell.
- Bed bugs are found worldwide due to human travelers who transport luggage, clothing, bedding and furniture. Because bed bugs can easily travel from one room to another, it is recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before returning home.
- Bed bugs do not discriminate and can be found anywhere.
- Claims that associate bed bugs with poor hygiene and uncleanness are false. Unit residents who avoid notifying property managers out of shame only facilitate the spread of bed bugs.
- Although their bites can cause irritation and even infection, bed bugs do not carry or transmit diseases. Bed bug bites can become itchy and may leave red bumps and marks. Bed bug bites may appear similar to a number of other insect bites. However, unlike those of other insects, bedbug bites appear in tight lines of multiple, small, red marks. However, many bed bug bites leave no mark and go completely unnoticed.

Tips for Residents

- DO NOT bring used furniture or belongings from unknown sources into your Unit.
- DO NOT try to treat the problem yourself! Improper treatment can not only be ineffective but also harmful to your health and the health of other residents.
- DO inform the property managers about bed bug sightings immediately!
- DO inspect your belongings after travel and prior to returning to your Unit.
- DO follow the property's outlined procedures for treatment and elimination.

Resident Agreement

You agree that you have read this addendum in its entirety and will inspect the Unit within 48 hours after move-in and immediately report any evidence of bed bugs or bed bug infestation. If Landlord does not receive notification within the required 48 hours, you agree that no presence or infestation of bed bugs exists. You are not aware of any infestation or presence of bed bugs in your previous or current place of residence, your furniture, clothing or personal property and that you have not been subjected to conditions in which there was any bed bug infestation or presence.

If you previously lived anywhere that had a bed bug infestation, you agree that all of your personal belongings (including furniture, clothing and bedding) have been treated by a licensed pest control professional and are free of further infestation. If you disclose a previous experience with bed bugs, Landlord can request documentation of the treatment and inspect your belongings to confirm the absence of bed bugs. Any previous bed bug infestation must be disclosed here (if left blank, you confirm that you have had no previous experience with bed bugs).

You agree that you will not attempt to resolve bed bug infestations yourself. You (and your family members, occupants and guests) must allow Landlord and licensed pest control agents to enter the Unit at reasonable times to inspect for and treat bed bugs. Landlord will select the treatment method, as well as the pest control agent. Landlord can also inspect and treat adjacent or neighboring units to the infestation.

You must fully cooperate with Landlord and follow all of Landlord's directions to treat and eliminate bed bugs. You agree that you are responsible for and must, at your own expense, have your personal property (including furniture, clothing and bedding) treated according to approved treatment methods as close as possible to the time Landlord treats the Unit. You must remove or destroy any personal belongings that cannot be treated or cleaned as close as possible to the time Landlord treats the Unit. Any removed items must be disposed of off-site. If Landlord confirms the presence or infestation of bed bugs in your Unit, Landlord has the right to require you to temporarily vacate the Unit and remove all belongings in order for Landlord to perform pest control services.

YOU AGREE THAT YOU MAY BE REQUIRED TO PAY ALL REASONABLE CLEANING AND PEST CONTROL COSTS INCURRED BY LANDLORD TO TREAT YOUR UNIT FOR BED BUGS. IF LANDLORD CONFIRMS THE PRESENCE OF BED BUGS AFTER YOU VACATE THE UNIT, YOU MAY BE REQUIRED TO PAY ALL REASONABLE CLEANING AND PEST CONTROL COSTS. IF LANDLORD MUST MOVE OTHER RESIDENTS IN ORDER TO TREAT ADJACENT OR NEIGHBORING UNITS, YOU MAY BE LIABLE FOR ANY LOST RENTAL INCOME AND OTHER EXPENSES INCURRED BY LANDLORD TO RELOCATE NEIGHBORING RESIDENTS AND TO CLEAN AND TREAT OTHER UNITS.

44. CABLE AND INTERNET AGREEMENT.

In general, the Rules prohibit uses and activities involving services that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of cable or internet service (collectively the "Service") by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, customer equipment, or the community's equipment, either individually or in combination with one another, to:

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the Landlord;
- transmit unsolicited bulk or commercial messages commonly known as "spam";
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, newsgroup, or chat service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme; participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to your community or its network, by name or other identifier, in messages; impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the Rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access;

Technical Restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use and installation of any unauthorized wireless access device or router is prohibited unless authorized by management. If any device is found it must be removed and failure to do so within 48 hours could result in a \$100 fine. Management also reserves the right to remove any such devices if the resident does not do so within the time period prescribed.
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Leased Premises that provide network content or any other services to anyone outside of your Leased Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the Leased Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with the Community's equipment or service or permit any other person to do the same who is not authorized by Landlord or Landlord's representative;

- Network and usage restrictions
- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information; restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any property (or property supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any property (or property supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and noncommercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit); connect the property equipment to any computer outside of your Unit;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
- accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP
- address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

PLEASE NOTE: By signing this addendum to Lease, Community Rules, and Regulations, Resident agrees that Resident shall not engage in a course of conduct that materially interferes with our right under the Lease to provide cable and internet to the Community and/or inhibit bandwidth or otherwise provided to the Community. Resident agrees to abide by all terms listed in Section 44 of these Rules and/or any cable and internet agreement and agrees not to violate any usage restrictions or other unacceptable activities acknowledged by Landlord. Resident will be liable for all actions and/or inactions, as well as those of invitees and guests, which hinder Landlord's right to provide cable and internet to the Community and/or inhibit bandwidth or otherwise provided to the Community. Landlord reserves the right to charge back reasonable costs associated with vendors and/or actions required to trace violations of cable and internet agreement back to Resident and/or invitees and guests of Resident.

LANDLORD RESERVES THE RIGHT AT ANY TIME TO MAKE CHANGES TO THESE RULES AS LANDLORD SHALL IN ITS JUDGMENT DETERMINE TO BE NECESSARY FOR THE SAFETY, CARE AND CLEANLINESS OF THE UNIT AND FOR THE PRESERVATION OF GOOD ORDER, COMFORT AND BENEFIT OF RESIDENTS IN GENERAL AND FOR THE EFFICIENT OPERATION OF THE COMMUNITY.

Resident Signature Date

Landlord or Landlord's Representative Date

^{1,2} William Kwon

ANIMAL ADDENDUM

Town Lake ("Landlord" or "Landlord's Representative") and William Kwon ("Resident"), have executed this animal addendum ("Animal Addendum") to cover the special obligations and needs entailed in keeping a pet in the Unit, Leased Premises, and Community Common Areas. This Animal Addendum is considered a part of the Lease and applies to Resident and all occupants residing within the Unit. Residents are allowed to keep a pet only under the following terms and conditions, and Landlord shall have the right to terminate the Lease or exercise any remedies under the Lease, inclusive of eviction. Resident is not permitted to add or substitute any animal for those described below without prior written consent of Landlord, which consent may be withheld by Landlord in its sole discretion. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

Landlord imposes a weight limit of 50 pounds and the pet must be at least N/A year(s) old. Only common domestic pets are permitted. Exotic, vicious, or aggressive breed animals are not allowed. Each Resident is expected to know the needs of their pet(s) and carefully supervise their pet(s). Resident understands and acknowledges that Landlord only allows 2 pet(s) per Unit.

Description of Pet:

You may keep only the animal described below. You may not substitute any other animal for this one. Neither you nor your guests or Roommates may bring any other animal including but not limited to: mammal, reptile, bird, amphibian, fish, rodent, arachnid or insect- into the Unit or Community Common Areas.

Animal Name:

Type:

Breed:

Color:

Weight:

Age:

Date of last Rabies Shot:

Additional Comments:

1. The terms of this Animal Addendum shall be the same of that specified in the Lease.
2. Landlord shall have the right to require Resident to promptly remove the pet from the Resident's Unit and from the Community Common Areas for any violation of this Animal Addendum, in addition to the remedy of terminating the Lease and Resident's right to possession of the Unit.
3. Fees: Resident agrees to pay the following charges and fees, as indicated, all of which are in addition to those specified in Paragraph 6 or other provisions of the Lease. Resident acknowledges and agrees that a pet generally causes damages to flooring, carpeting, walls and doors, which exceeds normal wear and tear.
4. A non-refundable pet fee of \$150 and refundable pet fee deposit ("Pet Security Deposit") of \$150 per pet shall be due prior to move in. Payment of said fees does not constitute liquidated damages, and to the extent permissible by applicable law, Resident shall be liable for all damages exceeding normal wear and tear (without regard to whether a pet has been kept in said premises), rents and other sums or charges, which are or will come due under the Lease. In addition to the non-refundable fee, there is a \$N/A charge per installment payable on the first day of the month. This is in addition to the rental rate listed on the Lease. The Pet Security Deposit shall be in addition to the Security Deposit set out in the Lease and shall be held in the same bank account as the Security Deposit. Within thirty (30) days after termination of the tenancy and delivery of possession of the Leased Premises, the Pet Security Deposit will be returned to Resident, or Landlord shall provide Resident with an itemized list of amounts withheld from the Pet Security Deposit. Upon termination of the tenancy, sums held by the Landlord as the Pet Security Deposit may be applied to the amount of damages that the Landlord has suffered by reason of the Resident's noncompliance with this Animal Addendum, all as itemized by the Landlord in a written notice delivered to the Resident together with the amount due thirty (30) days after termination of the tenancy and delivery of possession and demand by the Resident.

Any deposit unclaimed by the Resident as well as any check outstanding shall be forfeited by the Resident after a period of sixty (60) days.

5. Resident is responsible for the prompt payment of any and all replacement and/or treatment of carpeting, flooring,

¹ WK

sub-flooring, and for flea treatments, shampooing, or deodorization of the Unit, in excess of any Pet Security Deposit, if any.

Insurance and Identification:

It is recommended that the Resident purchase a renter's insurance policy which provides for liability insurance that covers any damages or claims caused by said pet, including but not limited to resident's negligence in failing to supervise and controlling said pet which results in property damage or personal injury to other residents, other occupants, roommates, guests, invitees, management staff or management's vendors who supply goods and services to the Community.

Emergency:

In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the nearest veterinarian of our choosing for treatment, at your expense. Any reimbursement to us shall be made within five (5) days of notice, written or otherwise. (Failure to timely make such payment shall constitute an Event of Default under the Lease).

Pet Rules and Regulations:

- A. Resident shall control and prevent pet from barking or other behavior which disrupts or interferes with other residents' quiet enjoyment of their premises or disrupts Landlord in carrying out its day-to-day business in the community. Failure to abide by these rules may lead to termination of the Lease. Resident shall not allow or permit their pet to attack or bite any other person or pet or otherwise injure any third-party or property. If an attack occurs, Landlord reserves the right to require Resident to remove said pet permanently from the Unit and Community Common Areas. Resident shall not abandon or neglect their pet in any manner.
- B. Resident shall feed, provide water, clean, care and supervise their pet at all times. In the event that Landlord discovers that Resident's pet appears to be abandoned, neglected, abused, unattended, unsupervised, causing damage to the Unit or the Community, or in need of emergency or veterinary treatment, Resident grants Landlord the right to take such steps as Management in its sole and exclusive discretion deems necessary to protect the animal including removing all animals from the Unit and Community and delivery of the same to the county animal control department, the Humane Society, a veterinarian, or a temporary or permanent foster home.
- C. Resident shall keep their pet on a leash at all times when the pet is outside the Unit or on any portion of the Community Common Areas. Pets are not permitted to run free or unleashed around the Community Common Areas. Resident shall provide and maintain a proper and appropriate cage, bedding, or sleeping pallet suitable and appropriate for the particular pet, taking into consideration the pet's characteristics and temperament.
- D. All pets must comply with applicable law and shall be properly licensed and must display the proper tags and identification to show that they have received proper vaccinations and treatment for rabies or transmittable diseases. Dogs and cats shall have a collar with a tag showing the name, phone number, and address of its owner.
- E. Resident shall be responsible for cleaning up all pet feces and disposing of the same in a clean, sanitary manner. Resident shall not permit any pet excrement or urine on Community Common Areas, hallways, steps, or walkways. Resident shall not allow pet excrement or urine to damage landscaping, flowers, shrubs, or grass. Pets must be walked only in designated "Pet Areas" or, if none, in natural wooded areas surrounding or off the community property. The following shall apply to a violation of this policy:
FIRST: A written warning specifying the complaint will be issued to the Resident, a **\$25.00** charge will be immediately due and payable by the Resident, and Landlord may, in its discretion, declare the Lease to be in default.
SECOND: Upon a second violation, a **\$50.00** charge will be immediately due and payable by the Resident, and the Landlord may declare the Lease to be in default.
- F. The charges above for violation of the pet feces clean-up policy constitute fees to cover the administrative costs of handling a pet violation but do not cover damages or destruction due to urine, carpet repair, etc. caused by a violation of this policy. Resident shall remain liable for any and all damages exceeding normal wear and tear to the Unit caused by the pets or animals, and the above fees are not intended to release Resident of such liability.
- G. Pet shall not be tied or tethered to buildings, patios, balconies, landscaping, trees, stakes, or any portion of the Community Common Areas or grounds. For the safety and welfare of others, pets are not permitted in the management/leasing office, clubhouse, fitness room, swimming pool, or any recreational amenity or facility of the community.

Landlord reserves the right to revoke permission to Resident to keep a pet and the right to remove the pet and/or any unauthorized pets from the Leased Premises and the Community Common Area if any of the above policies are violated. In addition, Resident understands and acknowledges Landlord reserves the right to remove a pet if Landlord receives continued (three

or more) complaints from occupants or neighbors regarding a violation of the above policies.

The execution of this Animal Addendum does not approve a pet, only that the Resident understands the pet rules set forth in this Addendum. All pet approvals will be made after the move-in of the Resident, with approval by Landlord or Landlord's representative, and will require re-execution of this animal addendum with all relevant information.

IN WITNESS OF WHEREOF, the parties have caused the presents to be signed in person or by a person duly authorized the day and year written above.

Resident Signature

Date

Resident Printed Name

Landlord or Landlord's Representative

Date

UTILITY ADDENDUM

Apartment Community: Town Lake

Date: 12/03/2020

Residents: William Kwon ("Resident," "you," or "your")

This is an addendum to the Lease and controls in the event of conflict with the Lease. All capitalized terms not otherwise defined in this Utility Addendum ("Addendum") will have the same meaning as given in the Lease.

1. **PAYMENT OF UTILITIES.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs") and the method of allocating the payment of utilities, services and costs will be as indicated below:
 - a. **Electric service and associated fees will be paid:**
 - ☐ By Us, entirely
 - ☐ By Us, up to a maximum of \$ per month per leased bedroom. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - ☐ Direct-metered. Please see the description below
 - ☐ Sub-metering. Please see the description below
 - ☐ Flat Rate, the current flat rate is \$ per month
 - ☐ Allocation: . Please see the description below
 - ☒ By you, directly to the service provider
 - b. **Gas service and associated fees will be paid:**
 - ☐ By Us entirely
 - ☐ By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - ☐ Direct-metered. Please see the description below
 - ☐ Sub-metering. Please see the description below
 - ☐ Flat Rate, the current flat rate is \$ per month
 - ☐ Allocation: . Please see the description below
 - ☒ By you, directly to the service provider
 - c. **Water/Sewer service and associated fees will be paid:**
 - ☐ By Us entirely
 - ☒ By Us, up to a maximum of \$25 per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 - ☐ Direct-metered. Please see the description below
 - ☐ Sub-metering. Please see the description below
 - ☒ Allocation: Sq. Ft.. Please see the description below
 - ☐ By you, directly to the service provider
 - ☐ By you, Flat Rate, the current flat rate is \$ per month

PUC rules requires the Landlord to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$20.42 per unit, varying from \$17.57 for the lowest month's bill to \$23.18 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.

- d. **Trash service and associated fees will be paid:**
☒ By Us entirely
☐ By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 ☐ Flat Rate, the current flat rate is \$ per month
 ☐ Allocation: . Please see the description below
☐ By you, directly to the service provider
- e. **HVAC service and associated fees will be paid:**
☒ By Us entirely
☐ By Us, up to a maximum of \$ per month. Any remainder will be charged to you through us or a billing company using one of the following methods:
 ☐ Sub-metering: You will pay for HVAC service based on the apartment unit's consumption measured by a measuring device. Specifically, the HVAC bills will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the amount of time or amount that HVAC utility was used in that apartment unit compared to the total amount of HVAC utility used by all of the apartment units on the property. The utility charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.
 ☐ Flat Rate, the current flat rate is \$ per month
 ☐ Allocation: . Please see the description below
☐ By you, directly to the service provider
- f. **Cable service and associated fees will be paid:**
☒ By Us entirely
☐ By you, directly to the service provider, should you elect to establish service
- g. **Internet service and associated fees will be paid:**
☐ By Us entirely
☒ By Us (public wireless only) – dedicated service will be paid by You, should you elect to establish service
☐ By you, directly to the service provider, should you elect to establish service
- h. **Local telephone service and associated fees will be paid:**
☐ By Us entirely
☒ By you, directly to the service provider, should you elect to establish service

Note that if Resident resides in an area that offers deregulated utility services, Resident may contract with any of the applicable deregulated providers in lieu of being billed pursuant to the methods set forth herein (assuming all residents in the unit agree to use that provider on one bill). Should Resident wish to change the billing option to use a deregulated provider during the course of the Lease term, Resident must notify Landlord in writing. No change in billing options is permitted until all residents have paid all amounts due under the current option and until Resident has signed a new Utility Addendum. If Resident chooses to change from Landlord's billing option to the provider option, Resident will not receive a refund of any portion of any previously paid administrative fees, if applicable.

2. The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

Direct-Metered. We will remain the customer of record for the utility. The local utility provider measures the utility usage in each apartment unit and bills us directly for such charges. The utility charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge. All line items that appear on the utility bill will be billed back to you including, but not limited to, trash, taxes, stormwater, and all other miscellaneous charges.

Sub-Metered. Your premises is sub-metered to determine water/sewer usage. You will pay for utility service based on the apartment unit's consumption measured by a submeter. Your sub-metered charges will be determined using either of the following methods:

- a. The utility bill will be allocated to each apartment unit based on the total utility bill divided by the total resident consumption to come up with a utility rate. This rate will then be multiplied by the consumption measured by the sub-meter in your unit. The utility charge for each unit will be divided by the number of days each was occupied in each unit to come up with each resident's charge.

- b. Your apartment unit's measured consumption will be multiplied by a rate based on the utility provider's rate and, or, bill (by dividing the dollar amount on the provider bill by the consumption amount on the provider bill). The apartment unit's cost will then be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

Allocation. You will pay for utilities based on an allocation formula, not actual meter reads. The utility bills received by us from the local utility will be used to calculate the charges per resident. Your allocated charges will be determined using one of the following methods below:

- a. **50/50 Occupants.** Fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge. The remaining fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
 - b. **Square Footage.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. The per apartment unit cost will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
 - c. **Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
 - d. **Factored Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants in that apartment unit compared to the total number of occupants at the property. For purposes of this calculation, a unit with one resident will be considered to have one occupant; a unit with two residents will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Each apartment unit's charge will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
3. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. If allowed by state law, we, at our sole discretion, may change the above methods of determining your allocated share of the utility services, by written notice to you.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billing is not based on a monthly per unit cost.

4. You agree that we may estimate any and all utility charges above upon your move-out (or at any other time) and such amounts shall be deemed final. You are responsible for all setup, deposits, and activation fees of all utilities not paid for by us. The billing methods described above may be changed by us by providing you with 60 days prior written notice, and you acknowledge that in certain situations it is necessary to make a change to the billing method.
5. At our option, we may bill utilities through a utility billing company or directly by us. These utility charges will be considered as additional Rent. For utilities billed directly by our billing company, you must make payment in full of the utility charges to the billing company prior to the due date listed on each bill. Whether or not we bill you directly or through a utility billing company, you agree that the actual cost to us and/or our billing company when you fail to pay the utility bill on time is difficult or impossible to determine, but you agree that in the event of a late payment, we and/or our billing company incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Regardless of whether we bill you directly or through a utility billing company, utility payments are due as additional monthly Rent each month. The failure to make the utility payment is a material and substantial breach of the Lease and will entitle the Landlord to exercise all remedies available under the Lease. The Landlord is entitled to use your security deposit to recover unpaid utility charges.

6. In the event that Resident is responsible for all or a portion of electric, water, sewer, trash or gas charges pursuant to this Lease (to either Landlord or the local utility(ies)), Landlord shall have the right to hire a third party provider to provide utility billing services to Resident at any time during the term of this Lease. In such event, Resident expressly agrees to pay a monthly fee of up to \$4 in connection with such utility billing services. You acknowledge that the billing company is not a public utility. Any disputes related to the computation of your bills will be between you and us.
7. **General Information:**
- a. Any disputes relating to the computation or accuracy of your bills are between you and us, rather than the utility. You are encouraged to file billing disputes in writing with the person identified on your bill to contact about disputes – usually us, or a billing company.
 - b. During reasonable business hours, you have a right to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your sub-meter readings and the readings from our master meter; and (v) any sub-meter test results if they have been tested during that time; and (vi) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.
 - c. We will use our reasonable efforts to repair reported leaks and broken sub-meters within seven (7) days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within seven (7) days after we become aware of the issue.
8. Payment for your respective utilities is due no later than sixteen (16) days after the date that the bill is postmarked or hand delivered to your Apartment. In order to avoid late fees, all amounts are due by or before the 1st of the monthly billing cycle. You are required to pay the amount due, as Additional Monthly Rent, to the same place that you make your regular Rent payments. If your payment is late, if your check does not clear, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees, and other remedies under the Lease are available to us.
9. Utilities not paid by us must remain on, in your name, through the Lease end regardless of whether you have moved out, except and unless you have relet the Premises pursuant to the terms of the Lease. Refusal to maintain utility service in your name, when required to do so, will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.
10. If Resident fails to place all applicable utilities in Resident's name as of the starting date of the Lease term and Landlord is subsequently charged with utility charges attributable to Resident's occupancy, then Resident shall be issued (and shall pay) a bill for such services by Landlord or the billing provider (which shall include a service charge in the amount of Fifty Dollars (\$50.00) on each occasion); such service charge is used to compensate Landlord for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Resident and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.
11. We may furnish to the Premises a terminal, or where applicable, wireless access, for your connection to an internet service provider. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to internet service. We are not responsible for the purchase of these items and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the Premises. We are not liable for any interruption, surge, inability to connect, failure or the internet provider to provide such services, nor for any damages, directly or indirectly related to such matters. We are also not liable for, and you agree to take sole responsibility for, and to indemnify, defend and hold Landlord and Manager harmless from, any damages or claims you or any other person may suffer or have as a result of your use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud, and copyright and trademark infringement.

12. If you want additional cable channels, or alternative providers of cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above mentioned services.

The installation of a satellite dish is not allowed.

13. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Addendum and the Lease and will entitle the Manager to exercise all remedies available under the Lease.
14. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations, in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of the Manager or its employees. You release Manager and Landlord for any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.
15. Should any provision of this Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.

Resident Signature

Date

Landlord or Landlord's Representative

Date

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.

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- (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.
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- the tenants, the owner shall first deduct: (A) dwelling unit base charges or customer service charge, if applicable; and
- (B) common area usage such as installed landscape irrigation systems, pools and laundry rooms, if any, as follows:
 - (i) if all common areas are separately metered or submetered, deduct the actual common area usage;
 - (ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;

- (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
- (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.

(2) To calculate a tenant's bill:

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

- (i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
- (ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
 - (I) dwelling unit with one occupant = 1;
 - (II) dwelling unit with two occupants = 1.6;
 - (III) dwelling unit with three occupants = 2.2;
 - or
 - (IV) dwelling unit with more than three occupants =

$$2.2 + 0.4 \text{ per each additional occupant over three; or}$$
- (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
 - (I) dwelling unit with an efficiency = 1;
 - (II) dwelling unit with one bedroom = 1.6; (III) dwelling unit with two bedrooms = 2.8;
 - (IV) dwelling unit with three bedrooms = 4 + 1.2 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.
- (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

§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.

- (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
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- (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.

ADDENDUM – ADDITIONAL RENT – MITIGATED RISK

This Addendum is part of the Lease Agreement between the Tenant and Landlord.

Tenant: William Kwon

Property: Town Lake

Leased Premises: 1109 S Pleasant Valley Rd Austin, TX 78741

Landlord: L Riverside Investor, LLC

- A. Landlord requires Tenant (**You**) to maintain property damage liability insurance during the term of the Lease Agreement and any subsequent renewal periods.
- B. Landlord's property damage liability insurance requirement may be satisfied by:
1. Your purchasing an insurance policy from an insurance company of your choice in accordance with **Paragraph C.** below; or
 2. Your selecting the **Property Damage Loss Waiver (Waiver)** option below, in which case Landlord will waive its rights to collect from you as indicated in the **Waiver** in exchange for your paying a monthly fee to Landlord. This option is not insurance. However, notwithstanding anything herein or in the Lease Agreement to the contrary, you will be deemed to have satisfied the insurance requirements of this Addendum in the event that you elect the **Waiver** option.
You must pay all costs and expenses incurred in connection with either option.
- C. In the event you elect to obtain your own insurance policy:
1. The limit of liability must be no less than \$100,000 for damages to the property of Landlord and other tenants with provisions covering, at a minimum, the perils of fire, explosion, smoke and accidental water discharge;
 2. You must name Landlord as an "additional insured" on your policy and provide proof of such as requested by Landlord;
 3. The policy shall be written as a policy not contributing with and not in excess of coverage which Landlord may carry;
 4. You shall ensure the policy remains in full force and effect during the term of the Lease Agreement and any subsequent renewal periods; and
 5. You must immediately inform Landlord if your policy is cancelled or terminated.
- D. You agree that a failure by you to comply with any of the terms and conditions of this Addendum shall constitute a default under the Lease Agreement to the extent permitted by Applicable Law. In the event of such default, Landlord shall have all rights and remedies available to it under the Lease Agreement, as permitted by Applicable Law.

Options To Satisfy The Insurance Requirements

The Tenant is required to elect one of the following options. Tenant shall have deemed to elect the first option below if proof of third-party insurance is not provided prior to occupancy of Tenant's Unit.

- ☐ I accept the **Waiver** and agree to pay the monthly fee associated therewith of **\$11.95** per month, and agree to be added as an additional insured on the landlord's policy. This fee will not be prorated for any partial months.
- ☐ I will purchase my own property damage liability insurance policy in accordance with the terms and conditions of this Addendum and provide a copy of the policy to Landlord.

By my signature, I acknowledge that I understand the requirements of:

Paragraphs A., B., C., and D. above;

Paragraphs A., B., C., E., and F. of the **PROPERTY DAMAGE LOSS WAIVER AND AGREEMENTS**; and

Paragraph D., Agreement To Be Added As An Additional Insured, of the **PROPERTY DAMAGE LOSS WAIVER AND AGREEMENTS**.

The Selections above indicate how I will comply with such requirements.

Tenant Signature

Authorized Signature of Landlord

Date: _____

Date: _____

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Property Damage Loss Waiver and Agreements

This Property Damage Loss Waiver (the "*Waiver*") represents an agreement between the Landlord (*we, us or our*) and the *tenant (you and your)* whereby *we* agree to waive *our* right to collect from *you* money damages subject to the provisions within this *Waiver*. *You* may remain liable to *us* for damages in excess of those specifically waived by this *Waiver* and for those damages not waived herein. The waiver of money damages set forth herein is a contractual obligation of the Landlord and is NOT INSURANCE. Your purchase of this Waiver is optional.

There are conditions and exclusions that could prevent *your* liability from being waived by *us* under this *Waiver*. There are other eligibility conditions and exclusions that could prevent this *Waiver* from applying in whole or in part. Please read the complete terms and conditions of this *Waiver*.

A. Definitions Used In This Waiver:

1. *Accident* means *your* negligence, that results in *loss or damage to covered property* caused by **fire, smoke (except smoke that is intentionally created or expected), explosion (except explosion of steam boilers and equipment and pipes), or the accidental discharge or release of water within the premises**. *Accident* does not mean the intentional acts of *you* or any *tenant* resulting in *loss or damage to covered property*.
2. *Covered property* means the buildings and personal property of the Landlord at the *leased premises*.
Covered property does not include:
 - a. Accounts, bills, currency, deeds, evidences of debt, money, notes or securities, manuscripts, plans or other valuable papers;
 - b. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds;
 - c. Contraband, or property in the course of illegal transportation or trade;
 - d. Water or steam; or
 - e. Animals or pets.
3. *Leased Premises* means the building and grounds at the address shown in the Insurance Requirements Addendum.
4. *Loss or Damage* means direct physical loss or damage to *covered property*.
5. *Tenant* means you and includes any person with an express or implied license granted by you for occupancy of your unit of the building.

B. Applicability of Waiver

1. This *Waiver* does not apply to the first \$250 of *loss or damage to covered property* caused by each *accident*. *You* will be responsible for this amount.
2. After *you* have paid the first \$250 described in Section B. 1., Landlord waives its right to recover from *you* the first \$100,000 attributable to *loss or damage to covered property* caused by each *accident*, not to exceed two *accidents* during the time *you* reside at the *leased premises*.
3. *You* remain liable to Landlord for loss(es) or damage(s) not covered by this *Waiver*. Additionally, *you* remain liable for *loss or damage to covered property* in excess of \$100,250 for each *accident*.
4. Landlord shall in no event be obligated or liable to waive more than \$100,000 for each *accident*.

C. Loss Or Damage Not Waived

This *Waiver* does not apply to *loss or damage* to any real or personal property of the Landlord caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the *loss or damage*:

1. Nuclear hazard, meaning nuclear reaction or radiation, or radioactive contamination, however caused.
2. Water, meaning flood, surface water, waves, including tidal waves and tsunamis, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge.
3. Mold, wet rot, dry rot, and bacteria, meaning the presence, growth, proliferation, spread or any activity of mold, wet rot, dry rot, or bacteria.
4. Explosion of steam boilers, steam pipes, steam engines or steam turbines including the explosion of gases or fuel within the flues or passages through which the gases of combustion pass. This cause of loss includes *loss or damage* resulting from:
 - a. Rupture, bursting or operation of pressure relief devices; or
 - b. Mechanical breakdown, including rupture or bursting caused by centrifugal force.
5. *Your* neglect to use all reasonable means to save and preserve *covered property* from further *loss or damage* at and after the time of *loss or damage*.

6. Expected or intended *loss or damage* or any certified act of terrorism. Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act.
7. *Loss or damage* caused by or resulting from:
 - a. Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires. But if artificially generated electrical current results in fire, this *Waiver* applies to that *loss or damage* caused by that fire.
 - b. Rupture or bursting of water pipes, other than automatic sprinkler systems, unless resulting from an *accident*.
 - c. Leakage or discharge of water or steam from any part of a system or appliance containing water or steam, other than an automatic sprinkler system, unless an *accident* results in a *covered cause of loss* and the leakage or discharge occurs because the system or appliance was damaged by that *covered cause of loss*. This *Waiver* does not apply to *loss or damage* caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of fourteen (14) days or more.
8. *Loss or damage* or reduction in value caused by or resulting from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, seepage, migration, release or escape is itself caused by a *covered cause of loss*. This includes ingestion, inhalation, absorption, contact with, existence or presence of, or exposures to pollutants.
9. Costs to comply with any ordinance or law which requires any person or entity to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants in or on any *covered property*.
10. *Loss or damage* or reduction in value caused by or resulting from the actual, alleged, or threatened presence of, or exposure to asbestos or to substances emanating from **asbestos**. This includes ingestion, inhalation, absorption, contact with, existence or presence of, or exposures to **asbestos**. Such injury from or exposure to asbestos also includes, but is not limited to:
 - a. The existence, installation, storage, handling or transportation of asbestos;
 - b. The removal, abatement or containment of asbestos from any structures, materials, goods, products, or manufacturing process;
 - c. The disposal of asbestos;
 - d. Any structures, manufacturing processes, or products containing asbestos;
 - e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damages; or
 - f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the above.
11. Loss, cost or expense, including but not limited to, payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:
 - a. Claim, suit, demand, judgment, order, request, or settlement, or statutory or regulatory requirement that *you* or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or respond to, or assess the actual or alleged effects of asbestos;
 - b. Claim, suit, demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from asbestos or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or responding to or assessing the actual or alleged effects of, asbestos; or
 - c. Claim, suit, demand, judgment, obligation, or request to investigate which would not have occurred, but for the actual presence of or exposure to asbestos.

This Paragraph 11. applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the asbestos.

D. Agreement To Be Added As An Additional Insured

1. By executing this *Waiver*, *you* have agreed the Landlord may add *you* as an additional insured to a liability insurance policy maintained by the Landlord for *loss or damage* to *covered property* of occupants of the *building* resulting from an *accident*.
 - a. The conditions and exclusions of that liability insurance policy and not this *Waiver* apply to an *accident*.
 - b. Because of the *accident*, other occupants of the *building* may seek recovery from *you* for *loss or damage*. As an additional insured, *you* are entitled to direct those occupants to seek recovery from that liability insurance policy by contacting the Landlord.
 - c. That liability insurance policy endeavors to indemnify those occupants because of an *accident*. The Landlord neither represents nor warrants that occupants will be indemnified. As such, *you* may be legally obligated for *loss or damage* not paid by that insurance.
 - d. That liability insurance policy does not apply to bodily injury to any person.
 - e. The amount payable to those occupants is limited, as described in the Paragraph g. **Priority of Payments** below.
 - f. **Priority of Payments**

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In the event the payments to Landlord provided by the liability policy do not exceed \$100,000, the remaining amount will be used to indemnify other occupants incurring *loss or damage* because of the *accident*. *You* are not guaranteed that any amount will be available for indemnity of other occupants.

- g.** The Landlord will endeavor to notify *you* upon termination of that liability insurance policy. However, the Landlord is not obligated to provide such notice.
- 2.** The Landlord is not an insurance agent, broker, service provider or solicitor, and does not provide assistance, including but not limited to, advice, claims adjustment, consultation, instructions or performance of any activity that may be construed, deemed or recognized as a function of the business of insurance.

E. Termination Of Waiver

- 1.** This *Waiver* terminates upon the earlier of the termination of *your* lease or the date *you* vacate the *premises*.
- 2.** This *Waiver* terminates immediately after the Landlord pays for two accidents during the time *you* reside at the *premises*.
- 3.** This *Waiver* terminates if *you* fail to pay the monthly fee when due.
- 4.** *You* may terminate this *Waiver* by written notice to the Landlord and simultaneously providing an insurance policy or certificate of insurance from an insurance company of *your* choice in accordance with the terms and conditions of Section **C.** of the Insurance Requirements Addendum that *you* signed when electing to pay for this *Waiver*.

F. Administrative Omission

The Landlord makes no warranty or representation of the existence of insurance, but endeavors to verify that tenants have purchased and maintained liability insurance for loss or damage to property of other occupants of the building because of an accident, or have executed the *Waiver* to become an additional insured under the Landlord's policy.

ADDENDUM REGARDING BALCONY USAGE

This addendum by and between Landlord and Resident(s) amends the Lease between the parties.

This is an addendum to the Lease Agreement for Apartment No. 326-A located at 1109 S Pleasant Valley Rd Austin, TX 78741.

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

Important Balcony Safety Warnings and Guidelines

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

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

Resident's Signature

Date

Landlord's Representative

Date

Community Name: Town Lake

¹ William Kwon

COMMUNITY RULES – COVID-19

Out of an abundance of caution, and in order to best promote a healthy community for our employees, vendors, residents, and guests, Town Lake ("Community") is updating its rules and policies due to COVID-19. The Community requires its employees, vendors, residents, and guests to comply with these rules and procedures (collectively "Rules") that encourage social distancing, good hygiene, and environmental cleanliness and sanitization.

We all have a role in limiting the spread of COVID-19. These Rules related to the access to and use of the Community's common areas, amenities, facilities, equipment, etc. (collectively, "Common Areas") have been developed with the health of employees, vendors, residents, and guests in mind and in accordance with state/local orders and guidance from public health authorities.

Community vendors, residents, and guests **MUST**:

1. Follow health and safety guidance from state/local government and public health authorities (additional resources can be found online at: World Health Organization – www.who.int/en; Centers for Disease Control and Prevention – www.coronavirus.gov; the State and County health department websites applicable to the Community).
2. Comply with all posted signs and published rules relating to any and/or all Common Areas.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household). If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced. Avoid group gatherings.
4. Self-screen before utilizing any amenity or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is lab-confirmed to have COVID-19.
5. Utilize the Community's reservation system (if applicable) and respect any time limits that apply for usage.
6. Wash or disinfect hands upon entry into any Common Areas and after using any Common Areas or interacting with other individuals not within the same household.
7. Be prepared to clean equipment, furniture or high-touch surfaces that are shared before and after use.
8. Leave any outdoor furniture where it is; do not move furniture.
9. Wear a face cloth covering (over nose and mouth) when entering, using, and/or being present in any Common Areas.
10. Always assume that anyone could have COVID-19.

The Community's residents' and/or guests' permission for use of the Common Areas is a privilege and license granted by the Community, and not a contractual right except as otherwise provided for in a lease with the Community. Such permission is expressly conditioned upon adherence to the terms of the Lease, the Community's rules (including these Rules) in effect at any given time, and such permission may be revoked by the Community at any time for any lawful reason. In all cases, the strictest terms of either the Lease or the Community's rules (including these Rules) shall control. The Community reserves the right to set the days and hours of use for some or all Common Areas and to change the character of or close any of the Common Areas based upon the needs of the Community and in the Community's sole and absolute discretion, without notice, obligation or recompense of any nature to anyone. The Community may make changes to the Community's rules (including these Rules) for use of any of the Common Areas at any time.

Anyone using any of the Common Areas does so at their sole risk, and expressly agrees 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 their use of the Common Areas. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ANYONE USING THE COMMON AREAS, INCLUDING ANY RESIDENT(S), AGREES TO HOLD THE COMMUNITY HARMLESS AND RELEASE AND WAIVE ANY AND ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR

LIABILITIES OF EVERY TYPE, WHETHER OR NOT FORESEEABLE, THAT THEY MAY HAVE AGAINST THE COMMUNITY THAT ARE IN ANY WAY RELATED TO OR ARISE FROM SUCH USE. This provision shall be enforceable to the fullest extent of the law. The term "Community" shall include the property manager and landlord, and each and every one of each of their respective officers, partners, employees, agents, assigns, subsidiaries, and affiliates.

THE TERMS OF THESE RULES SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE AND THESE RULES, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD THE COMMUNITY HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Community" shall include the property manager and landlord, and each and every one of each of their respective officers, partners, employees, agents, assigns, subsidiaries, and affiliates.

RESIDENT UNDERSTANDS THAT THE COMMUNITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT ANY PORTION OF THE COMMUNITY, ITS COMMON AREAS, AND/OR ANY EQUIPMENT PROVIDED IN ANY COMMON AREAS DO NOT CONTAIN COVID-19. THE COMMUNITY DISCLAIMS, EXCLUDES AND DENIES ALL WARRANTIES AND ANY OTHER IMPLIED WARRANTIES AS TO THE PHYSICAL CONDITION AND OPERATION OF THE COMMUNITY, THE COMMON AREAS, AND ANY EQUIPMENT PROVIDED THEREIN. THE FOREGOING RELEASE SPECIFICALLY INCLUDES ANY CLAIMS RELATED TO EXPOSURE TO AND/OR INJURY, ILLNESS, AND/OR DEATH FROM COVID-19.

Every provision of these Rules is intended to be enforced to the maximum extent permitted by law, and only to the maximum extent permitted by law. The Community does not intend for any provision in these Rules to violate applicable law, and any portion of any provision herein that is found to violate applicable law should be removed and not enforced, leaving only the portion of the provision in question that does not violate applicable law.

THE COMMUNITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COMMON AREAS ARE FREE OF COVID-19 OR THAT PERSONS USING THE COMMON AREAS ARE NOT INFECTED WITH COVID-19.

Resident Signature Date

Landlord or Landlord's Representative Date

COMMUNICABLE DISEASE ADDENDUM

This Communicable Disease Addendum (“**Addendum**”) is made part of the Lease Agreement (“**Agreement**”) dated 12/03/2020, between William Kwon (“**Resident**” and “**you**”) and L Riverside Investor, LLC (“**Landlord**” and “**us**”) for the Residence unit (the “**Residence**”) in the Town Lake community (the “**Property**”). To the extent that this Addendum conflicts with the Agreement, this Addendum will prevail.

1. DEFINITIONS.

- a. **LANDLORD’S RELATED PARTIES:** Includes the Landlord, the Property, the property manager and each and every of each of their respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives.
- b. **RESIDENT’S RELATED PARTIES:** Other co-Residents, occupants, members of your household, your family, guests, agents and others under your control.

2. **COMMON AREA AMENITIES.** The Residence is part of a multi-family/multi-tenant residential complex. Various services, equipment and facilities (“**Common Area Amenities**”) may be provided for your use at your own risk. Common Area Amenities include all areas and facilities outside of the Residence, within the Property, that are provided and designated by us for the general non-exclusive use of Property residents. Common Area Amenities may include, but are not limited to meeting rooms and clubhouses, laundry facilities, exercise facilities, storerooms, swimming pools, spas, common entrances, lobbies, hallways, staircases, public restrooms, elevators, loading areas, trash/recycling areas, roads, sidewalks, walkways, and landscaped areas. Common Area Amenities are used by people outside your household. Use of Common Area Amenities is subject to the restrictions described in rules or instructions at the Property. You may be required to carry and display identification to enter and/or utilize Common Area Amenities. If we allow guests to utilize Common Area Amenities, you may have no more than two guests (accompanied by you) unless we agree otherwise. We may restrict Common Area Amenity usage for cleaning or safety reasons, including for reasons related to COVID-19, viruses, or other communicable diseases (collectively “Virus” or “Viruses”).

3. **CONDUCT AND COMPLIANCE WITH AGREEMENT, LAW AND RULES.** You are responsible for your own actions, and the actions of your Related Parties. You and your Related Parties:

- Must comply with all Landlord rules, regulations, recommendations and instructions (including posted signs and those specified in this Addendum), and all laws, statutes, ordinances, and requirements of all city, county, state, and federal authorities related to any Virus. We may periodically modify Landlord’s rules and regulations by delivering a copy of the modifications to you or posting signs, rules and regulations at the Property;
- Are responsible for personal injury or property damage, including damage to the Residence and Property caused by the action or inaction of you and your Related Parties. To the maximum extent allowed by law, you agree to indemnify, defend (with counsel of our choice), and hold us and Landlord’s Related Parties (and the HOA if the Residence is in a HOA) harmless for any liability, costs (including reasonable attorney fees), or claims resulting from your breach of this Addendum, the Agreement or the negligence, violation of law, or willful misconduct of you or your Related Parties.

4. **ACT CAUTIOUSLY; COMMON AREA AMENITIES MAY NOT BE VIRUS FREE.** While we will periodically clean Common Area Amenities, we do not guarantee that they, or the people in them, will be Virus-free. The risk associated with Common Area Amenities may be greater than the risk within your household (assuming that no one in your household has a Virus). To protect yourself, act as if Common Area Amenities are not virus-free, and take precautions as recommended by the CDC, WHO, the Department of Health for the state in which the Property is located, and the County Health Department, and your health care provider(s), which may include (but not limited to):

- washing your hands after touching any Common Area Amenity;
- avoiding touching your face;
- maintaining social distancing (6 feet) and wearing masks when outside of your Residence;
- not exceeding maximum group size established by Federal, state and local requirements, restrictions and recommendations.

5. **USING TECHNOLOGY AND CHANGING POLICIES TO REDUCE RISK.** To keep you and Landlord’s Related Parties safe, we may:

- utilize methods of communication other than in-person communication (i.e. email, texting, online portals, and other technology);
- offer virtual meetings
- close the leasing office
- offer alternate payment methods
- offer online lease renewal
- utilize other technology
- restrict or regulate Common Area Amenities use
- limit maintenance to emergency maintenance only and/or defer non-essential maintenance.
- change other business practices to reduce risk

Ask us if you have any questions about our current policies.

6. **ILLNESS.** If you (or a household member) develops COVID-19 symptoms, or have tested positive for COVID-19 or any other Virus, seek advice from your health care professional, WHO, the Department of Health for the state in which the Property is located, and the County Health Department, and follow their recommendations. If it is recommended that you self-quarantine or isolate to avoid creating risk for others, do not use Common Area Amenities.

7. **ASSUMPTION OF RISK, WAIVER, AND INDEMNITY.** To the maximum extent allowed by law:

- use of the Common Area Amenities is at the sole risk of you and your Related Parties;
- you assume all risk of harm, and waive all claims against any of Landlord and/or Landlord's Related Parties, related to any Viruses, **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF LANDLORD AND/OR LANDLORD'S RELATED PARTIES** to the fullest extent permitted by applicable law;
- you agree that any Virus-related inconveniences will not create a claim for rent relief, nor an offset to your obligations under the Agreement, nor will they be the basis for a complaint, claim, right, or remedy against any of Landlord and/or Landlord's Related Parties;
- RESIDENT AGREES TO HOLD LANDLORD AND/OR LANDLORD RELATED PARTIES HARMLESS, AND FULLY DEFEND AND INDEMNIFY EACH AND EVERY ONE OF LANDLORD AND/OR LANDLORD RELATED PARTIES FROM ANY AND ALL CLAIMS, ALLEGATIONS, ACTIONS, DAMAGES, LOSSES, OR LIABILITIES OF EVERY TYPE, WHETHER OR NOT FORESEEABLE, RELATED TO: (i) RESIDENT'S BREACH OF THIS ADDENDUM; (ii) RESIDENT'S USE, PRESENCE IN, AND/OR ENJOYMENT OF ANY COMMON AREA AMENITIES; AND/OR (iii) ANY RESIDENT RELATED PARTIES' USE, PRESENCE IN, AND/OR ENJOYMENT OF ANY COMMON AREA AMENITIES.

8. **NO VIRUS FREE REPRESENTATIONS OR WARRANTIES.** Resident understands that Landlord, the Property, and any and all Landlord's Related Parties make no representation or warranty, express or implied, that the Property, Common Area Amenities, any portion of either of them, and/or any equipment located in either of them do not contain a Virus. The Landlord, Property, and any and all Landlord Related Parties disclaims, excludes, and denies any and all warranties (express and/or implied) as to the presence (or not) of any Virus within the Property, Common Area Amenities, any portion of either of them, and/or an equipment located in either of them.

9. **NO EARLY TERMINATION OF LEASE CONTRACT.** Resident acknowledges there is no right to early termination of the Agreement related to Viruses and Resident will not be released from the Agreement for any reason related to any Virus, including, but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, loss of roommates or occupants, loss of employment, bad health, restrictions, closures, emergency orders, online classes or any other effects of any Virus are not grounds for the early termination of the Agreement. However, Resident may have special statutory rights under applicable law to terminate the Agreement in certain situations in accordance with applicable law, and this provision is not and is not intended to be a waiver of any such rights.

10. **COMPLIANCE.** Your compliance with this Addendum is important for your safety, as well as that of your Related Parties, Landlord's Related Parties, and others). It is Resident's responsibility to inform any Resident Related Parties of the terms of this Addendum and ensure any and all Resident Related Parties comply with the terms of this Addendum. Failure to comply with this Addendum is a material violation of the Agreement, and grounds for termination of your tenancy.

11. **ENFORCEMENT IN COMPLIANCE WITH APPLICABLE LAW.** Every provision of this Addendum is intended to be enforced to the maximum extent permitted by applicable law, and only to the maximum extent permitted by applicable law. No one entering into this Addendum intends for any provision in this Addendum to violate applicable law, and any portion of any provision herein that is found to violate applicable law should be removed and not enforced, leaving only the portion of the provision in question that does not violate applicable law.

Date: _____
Landlord

Date: _____
Resident

Date: _____
Resident

Date: _____
Resident

Texas Lease

Signature Details

	Signer	IP Address	Date Signed
	Texas - Lease Agreement - Ballpark North		
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Texas - Guarantor Agreement v17			
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Texas - Master Addendum v17			
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BP North/Town Lake - Utility Addendum v17			

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PUC Water Submetering and Allocation Rules 161103			
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Balcony Addendum			
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Texas - Community Rules COVID19			

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Texas - Communicable Disease Addendum

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