

LEASE AGREEMENT

SUMMARY OF TERMS

Landlord: ULofts L.L.C., d/b/a Lofts on Main, LLC
Resident(s): Atiya Fasih and Zulfiqar A Khan
Occupants Other Than Resident:
Apartment Community: ULofts Apartments
Address of Property: 1001 University Avenue, Lubbock, Texas, 79401 Apartment: #
Apartment Type:
Floor Plan Name: Llano
Lease Term: 12/31/2018 at noon, through 07/28/2019 at 10:00 a.m.
Security Deposit: \$0.00
Total Rent For Term: \$6,792.00.
Rent is due in 07 equal installments of \$849.00 *beginning* 01/01/2019.

The applicable type of Lease for a two bedroom apartment is checked below (all one bedroom apartments are joint and several leases):
This is a Joint and Several Lease

If no selection is made above, this Lease is joint and several. All one bedroom leases are joint and several.

See Section 4 for detailed description of (i) a joint and several lease and (ii) a joint and several lease with individual rent responsibility.

This Lease Agreement (the "Lease") made and entered into 12/06/2018, by and between ULofts L.L.C., d/b/a Lofts on Main, LLC (the "Landlord") and the Resident(s) named above (the "Resident").

1. **Apartment.** Landlord hereby leases to Resident the premises (the "Premises"). The Premises is defined as follows:
 - a. Together with the other residents of your apartment, if any, your joint use of the/an apartment in the Apartment Community (defined below) along with the appliances and furniture within the apartment;
 - b. Together with the other residents of the entire community known as ULofts Apartments (the "Apartment Community"), your joint use of the Apartment Community common areas (those areas to which all residents have general access, the "Common Areas"); and
 - c. Your joint use of the mail box.

Resident specifically acknowledges that this Lease is binding upon Resident even if no apartment number or bedroom number is assigned at the time of Lease execution and that Landlord may substitute a similar floor plan for the floor plan named above.

2. **Term.** The initial term of this Lease (the "Lease Term") shall be for the period set out above, commencing at the hour, day and year shown above (the "Commencement Date") and ending on the hour, day and year shown above. Landlord shall exercise a good faith effort to deliver possession of the Premises to the Resident on the Commencement Date. In the event Landlord does not deliver possession of the Premises to Resident on the Commencement Date, but Landlord does deliver possession within thirty (30) days after the Commencement Date, then Rent shall be abated on a daily basis during the period of delay. Landlord shall not be liable to Resident for any losses or damages related to such failure to deliver timely possession. If Landlord cannot deliver the Premises by the first date of the Lease Term because another resident holds over, or for any other reason, Landlord shall not be liable to Resident for damages, but Resident will be entitled to a credit for any Rent paid until the Premises are available. If Landlord is not able to deliver possession to Resident within thirty (30) calendar days after the first day of the Lease Term, Resident may cancel this Lease by written notice without any further obligation, and the Security Deposit and previously paid Rent will be refunded. If Landlord allows Resident to occupy the Premises prior to the Lease Commencement Date Resident and Landlord agree to abide by all terms and conditions of this Lease beginning at the time of move-in.
3. **Rent.** Resident shall pay Landlord the Total Rent for the Lease Term set forth above in twelve equal installments as rent for the Premises (the "Rent"), payable in advance on the first (1st) day of each month during the Lease Term, without demand, abatement or set-off, at the office of the Landlord at Apartment Community, or at such other place(s) as Landlord may designate. The first Rent installment is due on the date set forth in the Summary of Terms Section above. Resident acknowledges and agrees that such due date is prior to the Commencement Date. All sums in addition to the Rent which shall be or become due and payable from Resident under this Lease shall be treated as additional rent (the "Additional Rent"). Resident acknowledges that the full amount of the Rent stated above is due even though the Lease Term stated above does not encompass a full 365 days. Further, Resident and Landlord agree as follows:

- a. If you have not paid the Rent and any Additional Rent owed in its entirety by the 5th of the month, then on the 6th of the month, a late charge will be added as Additional Rent in an amount equal to \$40.00.
- b. If you have not paid the Rent and any Additional rent owed in its entirety by the 10th of the month, then on the 11th of the month, a late charge will be added as Additional Rent in an amount equal to \$40.00.
- c. With respect to a and b above Rent shall not be considered late:
 1. if it is mailed to Landlord by U.S. Postal Service and is postmarked by the U.S. Postal Service no later than the 1st day of the month due; or
 2. if when the 5th or 10th day of the month falls on a federal holiday, a Saturday or a Sunday, Rent is received by the Landlord on the following business day by 9:00 a.m.
- d. Landlord reserves the right, irrespective of notations on checks or money orders to the contrary and irrespective of when the obligations arose, to apply any money paid by Resident first to Additional Rent and then to Rent (any past due Rent being paid first).
- e. Landlord reserves the right, at its sole option, to accept partial rent payments and Landlord and Resident agree that such partial payments do not prohibit in any way the Landlord's enforcement of its rights to collect the remainder and seek other remedies under this Lease including eviction.
- f. The Resident will pay a \$35.00 fee to the Landlord when (i) a payment is returned for insufficient funds, (ii) the Resident places a "stop" payment on a payment or (iii) the Resident incorrectly attempts to make an on-line payment (for example entering an incorrect checking account number). If such an event occurs, subsequent Rent payments are subject to late fees and Landlord may require that all future Rent payments be made by certified check or money order.
- g. Cash will not be accepted. Furthermore, Landlord may, at its option, refuse to accept money orders.
- h. Landlord at its discretion may refuse multiple checks, postdated checks, money orders or payments for any Rent or Additional Rent.

Further, Resident hereby waives all notice of Rent due and acknowledges that Landlord may take any legal measures necessary to collect Rent or obtain the Premises on the day that Rent becomes delinquent or any day thereafter without any delinquent notice from Landlord to Resident.

4. **Multiple Residents.** With respect to one bedroom apartments each resident of the apartment is jointly and severally liable with the other residents of the apartment for all lease obligations.

With respect to two bedroom apartments if on page 1 of the lease:

- a. "This is a Joint and Several Lease" is checked then each resident of the apartment is jointly and severally liable with the other residents of the apartment for all lease obligations
- b. "This is a Joint and Several Lease with Individual Rent Responsibility" is checked then each resident of the apartment is jointly and severally liable for all obligations of the Lease except for Rent and the Security Deposit amount which is the individual responsibility of each resident. If there is more than one resident listed on page 1 of this Lease then the Rent amounts and Security Deposit amount listed on page one of this Lease will be divided equally among all residents unless otherwise agreed in writing. Each resident will only be responsible for their share of the Rent and Security Deposit amount as described in the preceding sentence and not the other resident's share of the Rent or Security Deposit amount. All other obligations in the Lease Contract shall be the joint responsibility of all residents listed on page 1 of the Lease.

Resident acknowledges that Landlord (a) has provided roommate matching services, if applicable, to Resident as a courtesy, (b) may not, nor is it required to, perform any background checks on potential roommates or other residents in the Apartment Community, and (c) does not guarantee a compatible roommate. Resident and Landlord agree that conflict with roommates is not grounds for terminating this Lease. Further, Resident hereby releases, and agrees to indemnify and hold harmless, Landlord from any and all liability whatsoever regarding interaction by Resident's roommates or between Resident and Resident's roommates.

5. **Security Deposit.** Upon execution of this Lease, Resident shall deposit with Landlord a Security Deposit in the amount stated above as partial security for the full and faithful performance and observance by Resident of each and every term and covenant of this Lease, including, without limitation, the payment of Rent and Additional Rent. Resident and Landlord agree that the Security Deposit will not be the limit of damages if Resident shall violate this Lease. Before Resident may occupy the Premises, Landlord must have received the full Security Deposit indicated above. The Security Deposit may not be applied by Resident as Rent, but is a good faith deposit for Resident's faithful fulfillment of each condition in this Lease and as a contingency for payment to be applied against the costs of repairing any physical damage to the Premises caused by Resident or Resident's invitees, guests, family, licensees and others present at the Apartment Community with Resident's consent ("Resident's Guests").

Resident shall be liable for and Landlord shall deduct from the Security Deposit, if available, and collect from the Resident if the Security Deposit is not sufficient, sums sufficient to compensate Landlord for the following items prior to returning the Security Deposit or any portion thereof to Resident: (i) any damages sustained by Landlord as a result of Resident's non-payment of Rent or Additional Rent or non-

fulfillment of the initial Lease Term or any renewal period of this Lease including Resident's failure to enter into possession, (ii) any failure to comply with the move-out procedures, (iii) any damages to the Premises (including the apartment common areas and the Common Areas) in excess of normal wear and tear including but not limited to painting charges, (iv) the cost of cleaning the Premises, (v) the cost of cleaning the carpets in the Premises, (vi) any unpaid bills which become a lien against the Premises due to the Resident's occupancy, (vii) any costs of re-renting the Premises after a breach of this Lease by Resident, (viii) any court costs incurred by Landlord in connection with its termination of the tenancy, and (ix) any other damages which Landlord may sustain which may then be a permitted use of the Security Deposit under the Governing Law. After deduction of the items specified in the immediately preceding sentences or elsewhere in this Lease, the balance of the Security Deposit, if any, together with a written itemized accounting of any deductions which lists the exact reasons for such deductions shall be delivered to Resident in accordance with the Governing Law. If Governing Law provides for a reasonable amount of time as opposed to a specific time period, Landlord and Resident agree that sixty (60) days is a reasonable amount of time. Resident shall notify Landlord in writing of Resident's forwarding address in order to enable Landlord to return the statement required with respect to the Security Deposit and any appropriate return of any portion of the Security Deposit to Resident. Refunds shall be mailed to Resident at the forwarding address given to the Landlord. If Resident has not supplied Landlord with the correct forwarding address, Resident shall pay all costs incurred by Landlord in reissuing the refund check.

6. **Move-In/Move-Out Procedure.** Within twenty four (24) hours of Resident's taking possession of the Premises, Resident may conduct an inspection of the apartment and shall note on the move-in/move-out inspection report any defects or damages, and any other conditions observed. If Resident fails to conduct the inspection and sign and return the inspection report or specifically disagree in writing to any damage or defect, then Resident waives the right to dispute the condition of the apartment upon move-in. Resident shall promptly vacate the Premises and remove all of Resident's goods and property from the Premises and shall not remain in possession of the Premises after the expiration of this Lease, whether such termination occurs by lapse of time or otherwise. At the expiration of the Lease Term, Landlord shall have the right to remove Resident and Resident's possessions from the Premises and change the locks and take such other steps as Landlord deems appropriate to regain possession of the Premises. Upon Resident's surrender of possession of the Premises at the termination of the Lease (whether due to the Lease Term ending or through Landlord's obtaining knowledge of abandonment of the Premises), Landlord shall note the present condition of the apartment, including all appliances, furnishings and fixtures therein, and any damage done thereto which is deemed by Landlord to have occurred during Resident's occupancy and use of the apartment, and Resident may participate in this move-out inspection of the apartment. The Landlord and Resident shall sign the move-out inspection report; provided, however, if Resident refuses to sign the list, he/she must state specifically in writing the items on the list to which he/she dissents and shall sign the statement of dissent. If Resident does not sign the statement of dissent within five (5) days of the move-out inspection or if Resident is not present at the move-out inspection the Resident waives the right to contest any damages found by the Landlord as a result of the inspection. Upon termination of this Lease for any reason, Resident shall surrender possession of the apartment in a clean and sanitary condition, including but not limited to all appliances and the kitchen, living/dining, bedroom and bath areas. If all keys issued to Resident are not returned to Landlord at or before the time the Lease ends, Resident shall pay all costs associated with re-keying the apartment. If Resident holds over and fails to move out on or before the date and time required under this Lease, and Landlord elects to consider Resident as a "resident holding over," the Rent for the holdover period shall be \$150.00 per day until occupancy is redelivered to Landlord and Resident shall, and does hereby, indemnify Landlord for any damages or liabilities incurred due to such holdover. Holdover Rent shall be immediately due on a daily basis in advance. Nothing contained herein shall be construed as consent by Landlord to Resident to holdover. After termination or expiration of this Lease, Resident shall be deemed to be a tenant at sufferance.
7. **Utilities.** Landlord will pay all charges for heat, water, sewer, basic cable, a computer data connection and electricity used in the Premises during the term of this Lease. Resident acknowledges that he or she is responsible for contracting directly with a vendor for telephone services to the apartment as well as for upgraded cable and/or computer data connection service, if available, and that Landlord is not responsible for said costs. Resident agrees that the utilities are provided as a courtesy and are not part of the Rent. Resident agrees to comply with all the rules and regulations of the utility providers. Resident agrees that Landlord shall not be liable for any interruption, surge or failure of a utility provider or any damage to Resident or Resident's property caused by such interruption, surge or failure.
8. **Use and Occupancy.** The Premises shall be occupied only by the individual person listed as the "Resident" above and by no additional person or other person. Resident shall not sublet the Premises, assign this Lease or change roommates without prior written consent of the Landlord. Resident shall not abandon or vacate the Premises. The Premises shall be used for residential purposes only. In no event shall the Premises be used in any of the following manners or for any of the following purposes: (i) any illegal usage in violation of any laws, codes or ordinances, (ii) any manner which creates or permits a nuisance or trespass, (iii) any manner which violates or increases the rate of insurance on the Apartment Community, (iv) any manner which produces, reproduces or transmits sounds which are audible outside the apartment, (v) any manner which emits an odor outside the apartment, or (vi) any hazardous or wasteful manner. In addition, Resident shall not, in the Premises or anywhere in the Apartment Community, engage in or permit any drug-related criminal activity, or engage in or permit any activity that endangers the health or safety of other residents or engage in or permit any activity that is, in Landlord's sole judgment, otherwise injurious to the Apartment Community or its reputation. Instances of such conduct shall include, but not be limited to, Resident's permitting any co-resident, occupant, or Resident's Guests to occupy or use the Premises, to use, manufacture, purchase, sell, or otherwise distribute illegal drugs or illegal drug-related paraphernalia in or about the Premises. The restrictions contained hereunder are material

obligations under the Lease. For purposes of this Section, Landlord's receipt of complaints from other residents or employees shall be evidence that Resident has violated the foregoing restrictions and Landlord may, in its sole discretion, terminate this Lease as provided in this Lease. Except for repairs necessary from Resident's occupancy because of normal wear and tear, Resident agrees to leave the Premises in the same condition upon Resident vacating the Premises. Resident shall not make any alterations in or improvements to, or paint, wallpaper, drill holes in, install antenna or phone outlets in, or deface or otherwise alter the Premises, or any walls, fixtures, appliances or equipment owned by Landlord in the Premises. Resident will be held liable for damages or injuries caused by any alterations made to the Premises without Landlord's approval. The damages may be assessed to Resident at the cost to return the property to its original state.

9. **Common Areas.** Landlord may impose such restrictions on the use of the Common Areas as Landlord deems appropriate. Landlord shall have the unrestricted right (including the right to temporarily interrupt utility service) to increase, reduce, eliminate, relocate or change the size, dimensions, design or location of the Common Areas or any other buildings, structures or improvements, including the Premises, in the Apartment Community from time to time in any manner whatsoever as Landlord shall deem proper. Resident shall use all Common Areas in a prudent, inoffensive and non-dangerous manner, and in compliance with the Rules and Regulations.

Resident agrees that Resident will be responsible for any damages to any Common Areas caused by Resident or Resident's Guest. If damages or costs are incurred by the Landlord, through no fault of the Landlord but not identifiable to a resident of the Apartment Community, relating to the Common Areas of the Property, the Landlord shall have the right to apply up to \$100.00 of the Security Deposit towards costs incurred by the Landlord. The charges will be divided equally among each resident of the Apartment Community unless one or more individuals accept responsibility for the charges. A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the Premises, including the Common Areas. Resident and Resident's Guests shall use the Common Areas at their own risk.

10. **Security and Liability.** Neither Landlord nor its agent or employees make any warranties, guaranties or representations regarding the security of the Premises nor the Apartment Community, and any such warranties and representations, whether express or implied, are hereby disclaimed. Landlord shall not be liable for losses or damage to Resident's person or property arising out of or related to theft, vandalism, criminal action, fire, smoke, water, rain, hail, ice, snow, explosion, acts of God, acts of any third party, Resident, others present with Resident's consent or other residents, or any other causes. Resident shall and does hereby indemnify and release Landlord from any and all liability due to injury, loss or damage to the person or property of Resident or others present at the community with Resident's consent from any cause whatsoever. *Landlord strongly recommends that Resident secure Resident's own insurance to protect against all of the above occurrences.* Resident acknowledges that Landlord has no insurance coverage on the personal possessions of Resident whether located at the Premises or the Common Areas. Landlord shall have no duty to provide security personnel, lighting, gates, fences or other forms of security and Landlord may discontinue such items at any time without notice. Resident will inspect all locks and latches and ensure same are safe and acceptable. Upon request by Resident, Landlord shall change Resident's door lock or install additional locks for a reasonable charge so long as Landlord is provided keys to said additional locks. Resident acknowledges said keys may be provided to maintenance personnel under Landlord's supervision, Landlord's vendors or pest control companies for routine pest control services. If Landlord's employees are requested to render services not contemplated by their employment contract, such as moving vehicles or furniture, cleaning, or delivering or accepting deliveries, such employee shall be deemed the agent of Resident regardless of whether payment is arranged for such service, and Resident shall and does hereby release and indemnify Landlord for all liability regarding same. Residents are not allowed to install additional or alternate locks on bedroom doors. Changing locks is expressly prohibited. Notwithstanding the foregoing, the Governing Law requires, with some exceptions, Landlord to provide, at the beginning of your tenancy, (1) a latch on windows, (2) a peephole on exterior doors, (3) a pin lock on sliding doors, (4) either a security bar or handle lock on sliding doors, (5) a keyless deadbolt on each exterior door (which may be deactivated if the Resident is over 55, or disabled, and the requirements of Tex.Prop.Code §92.153 are met), (6) either a keyed doorknob or a keyed deadbolt on one entry door. If, after your tenancy begins, you request any of these items that are not now present, you may be charged for their installation.

11. **Damages by Resident.** Resident agrees to keep the Premises in a clean, slightly and sanitary condition and free of all vermin and rodents. Resident shall pay to Landlord upon demand, as Additional Rent, the amount of any loss, property damage, or cost of repairs or service incurred by Landlord that is caused by Resident or Resident's Guests, including, but not limited to damages to the plumbing, electrical, cooling and heating systems, windows and doors including exterior doors. Said costs shall include but not be limited to the cost of carpet cleaning, painting and cleaning the Premises during the Lease Term or any renewal thereof. A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the Premises, including the Common Area. Resident shall be responsible for all plumbing stoppages occurring in lines exclusively serving the Premises unless such stoppage is caused by faulty design of the plumbing system or clogged lines outside the Premises. Resident shall be responsible for any damage caused by freezing water pipes, if such freezing is the result of Resident's failure to maintain sufficient heat in the Premises. Further, Resident shall be responsible for clogged toilets. All repairs must be made by Landlord.

12. **Repairs.** Resident shall promptly notify Landlord of the need for any repairs to the Premises which are necessary to maintain the Premises in rentable condition. Landlord will act with customary diligence (1) to keep Common Areas reasonably clean (subject to the other

terms of this Lease), (2) maintain the fixtures for which it bears responsibility, and (3) make all reasonable repairs, subject to Resident's obligation to pay for repairs and damages for which Resident is liable.

If Landlord fails to perform under this Section, Resident may terminate this Lease, and exercise other rights under Tex.Prop.Code §92.056, if (1) All rent due has been paid, (2) Resident makes a written request for repairs or remedy of a condition, and (3) Landlord fails to make the repair or remedy after a reasonable time, and (4) Resident makes a second written request for repairs or remedy of a condition, and (5) Landlord again fails to make the repair or remedy after a reasonable time, and (6) Resident makes a final written termination of the Lease. Instead of two written notices, Resident may give one written notice by certified mail, return receipt requested. Resident may also exercise other statutory remedies, including those under Tex.Prop.Code §92.0561.

13. **Breach, Abandonment, Default, Forfeiture and Termination.** Upon Resident's failure to make any payment of Rent or Additional Rent when due, or upon Resident's breach of any other terms, covenants, agreements, rules and regulations or conditions herein contained, or if Resident abandons or vacates the Premises prior to the expiration of the Lease Term, or if Landlord obtains knowledge that Resident lied, falsified information or misrepresented facts on Resident's application, then, at its sole option, Landlord or its agent may, in addition to all other remedies available to it and with 24 hours written notice, peacefully re-enter and repossess the Premises, and remove and put out Resident and Resident's personal property in the manner allowed by the Governing Law. In the event of such re-entry and repossession by the Landlord, Resident shall be liable for all costs, fees and damages incurred by Landlord and such re-entry shall not be deemed an acceptance by the Landlord or a surrender of any rights of Landlord or otherwise constitute a release of Resident from the terms of this Lease.

It is intended that Landlord's remedies shall be as broad as permitted under the Governing Law and shall include, without limitation, (i) the right to cancel this Lease, reserving the right to collect any unpaid rents, charges, and assessments for damages to the Premises; (ii) the right to accelerate the then entire unpaid balance of the Rent for the term then remaining, or, the right to standby and collect rental payments as they become due; or (iii) the right to sublease and rent the Premises for the account of the Resident, in which event the proceeds from subletting shall be applied first to the cost of subletting (including advertising and commissions), second, to the cost of repairing any damage to the Premises, and third, to the Resident's rental obligations hereunder, with the Resident and Guarantors remaining fully responsible for any deficiency in the Rent or Additional Rent payments for the remainder of the Lease Term. The exercise of any one remedy shall not be deemed exclusive of the right to collect the entire amount of unpaid rent or damages, nor of the Landlord's right to avail itself of any other remedy allowed by the Governing Law. In the event of a default hereunder, in addition to any other remedies, the Landlord is entitled to employ an attorney at law to enforce Landlord's rights hereunder and all reasonable attorney's fees and costs connected therewith shall be paid by Resident. Any Rent, Additional Rent or damages, which remain unpaid after default shall bear interest at the highest rate allowable under the Governing Law.

Further, Landlord may terminate the tenancy of any Resident for "good" cause including, but not limited to, the creation or maintenance of a threat to the health and safety of the Resident or other residents of the Apartment Community (including the use of flammable liquids and/or gas grills), suspicion of criminal conduct or behavior, or possession of firearms.

14. **Assignment or Subletting.** Resident shall not be entitled to assign or sublet the Premises or any portion thereof without the express prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion, and any assignment or subletting shall not constitute an invitation, nor be a waiver of Landlord's right, to grant consent for, or refuse consent to, any subsequent assignment or subletting hereunder. Should Resident vacate or want to vacate the Premises prior to the end of the term Landlord is not responsible for assisting Resident in finding a person to assign or sublet Residents Premises. If Landlord consents to such assignment or subletting, Resident shall immediately pay to Landlord a fee of \$350.00 in consideration of such consent and Resident shall continue to be responsible to pay Rent until the date the new resident becomes responsible for rent on the Premises.
15. **No Waiver.** No failure by Landlord to timely bill Resident for any payments hereunder, or to insist upon the strict and timely performance, in any of one or more instances, of any term or covenant herein contained shall be deemed to be a waiver of such term or covenant, nor of any subsequent breach of the same or any other term or covenant herein contained. Any subsequent acceptance by Landlord of any Rent or any other sum due hereunder shall not be deemed to be a waiver of any preceding breach or default by Resident of any term or covenant of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance by Landlord.
16. **Right of Entry.** Landlord or any agent, contractor or serviceman designated by Landlord may enter the Premises by key during reasonable times for any reasonable business purpose. Reasonable business purpose shall include, but not be limited to, (i) performing maintenance or improvements to the apartment, (ii) situations where Landlord in its reasonable judgment believes Resident or residents in the apartment have violated any terms of this or their Lease, (iii) Landlord preparing the apartment or any part of the apartment for any new resident or (iv) showing the Premises to such persons as government inspectors, lenders, prospective buyers, prospective residents or insurance agents. During an emergency, Landlord or Landlord's representative may forcibly or otherwise enter the Premises. Nothing contained herein shall obligate Landlord under any circumstances to enter or inspect the Premises.

17. **Rules and Regulations.** Resident and Resident's Guests shall strictly comply in all respects with the "Rules and Regulations" set forth on attached Exhibit "A" as same may be amended from time to time by Landlord. Failure by Resident or Resident's Guests to observe and comply with all such Rules and Regulations, as they may be modified and supplemented by Landlord from time to time, shall be a default under the terms of this Lease. The Rules and Regulations are deemed a part of this Lease and may be revised, expanded, or amended by Landlord, including the modification of any fees or charges Landlord may impose, at any time by delivering such new Rules and Regulations to Resident or posting the new Rules and Regulations in a Common Area commonly used for notices.
18. **Release of Resident.** Resident shall not be released from this Lease due to, among other things, school withdrawal or transfer, business transfer, loss of job, marriage, divorce, loss of co-residents, conflicts with roommates, death, bad health, or for any other reason except as required by law.
19. **Successors and Assigns.** The provisions of this Lease shall bind and inure to the benefit of Landlord and Resident and their respective successors, heirs, legal representatives, and permitted assigns. The term "Landlord" as used in this Lease means only the owner and its agent for the time being of the Premises and the Apartment Community and, upon any sale or conveyance thereof, Landlord named herein shall be and hereby is entirely freed and relieved of all covenants, liabilities and obligations of conveyance and the new owner shall be the "Landlord" from and after the date of such sale or conveyance.
20. **Time is of the Essence.** Time is of the essence in all provisions of this Lease.
21. **Entire Agreement.** This Lease and any exhibits attached hereto or referenced herein set forth the entire agreement between the parties, and all prior conversations or writings are merged herein and extinguished. Other than amendments, terminations and waivers which are expressly permitted herein to be enacted solely by Landlord, no amendment, termination or waiver to this Lease shall be binding upon Landlord or Resident unless reduced to writing and signed by both parties. Sections 3, 4, 5, 6, 7, 9 (with respect to damages), 10, 11, 12, 13, 15, 16, 17, 18, 20, 22, 24, 27 and 28 and any other provision which by its nature is intended to survive the termination of this Lease, shall survive the termination of this Lease. This Lease once executed by both parties shall be enforceable against both parties whether or not Resident picks up keys to the apartment.
22. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
23. **Parental or Sponsor's Guaranty.** The Landlord may require, in its sole discretion, as a condition of this Lease, a binding Parental or Sponsor's Guaranty (the "Guaranty"), which Guaranty constitutes an essential inducement for the grant of this Lease by Landlord. Landlord reserves the right to cancel this Lease at any time if such Guaranty is not fully executed and returned to the Landlord within ten (10) days after the date of this Lease. If Landlord acts upon its rights to cancel this Lease, Resident will forfeit any initial fees such as the application fee or an administration fee, if any and Security Deposit. Resident understands that the Guaranty must be obtained directly from the parent or sponsor and that Landlord reserves all rights, both civil and criminal, for any false execution or forgery of the Guaranty. The execution of the Guaranty constitutes an additional assurance to Landlord of the performance of the covenants of this Lease and shall not be construed as a release of Resident's responsibilities and obligations hereunder.
24. **Resident's Obligations.** Unless Resident is leasing an apartment that is for single occupancy only, it is understood that Resident will be occupying the Premises jointly with other residents (depending on the size of the apartment), and Resident shall also be held liable for a pro rata share of any damages to the common area of the Premises and its furnishings, fixtures, walls, ceilings, floors, carpets, and doors unless the party solely responsible for such damages can be reasonably ascertained. Accordingly, Resident must exercise responsibility to see that the entire Premises is maintained in good order and repair. Resident shall immediately report to Landlord and the local law enforcement authority any acts of vandalism to the Premises. Resident shall promptly report to Landlord any repairs that need to be made to the Premises.
- Although Resident may have visitors from time to time, occupancy of the Premises is expressly reserved for Resident only, and any persons occupying the Premises as a guest for more than seven (7) days during the Lease Term shall be treated as guests only if Landlord is notified in writing by Resident and consents thereto. Otherwise, the occupancy of the Premises by an unauthorized guest in excess of said seven (7) day period shall be deemed a breach of this Lease, and 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 the right of Landlord to declare the Lease in default and pursue any of Landlord's other remedies hereunder or by law.
25. **Alarm Systems and Smoke Detectors.** Landlord, at its sole option, may elect to install certain security devices that are not required by law. For example, each apartment may be equipped with a switch which, when activated, will sound an alarm indicating an emergency within that particular apartment. The installation of such an alert or alarm system shall not be construed as an undertaking or representation by Landlord

that it will monitor such system or that it will provide personnel to respond when an alarm has been activated. It is further understood that the Landlord may elect to discontinue this service at any time, with or without notice to Resident. Resident agrees to comply with the security procedures and response actions set forth in the Rules and Regulations affixed hereto as Exhibit "A".

Resident shall be responsible for testing smoke detectors, replacing the smoke detector batteries and providing written notice to Landlord of any problems. Further, Resident agrees not to disable or otherwise tamper with such detector. If resident damages or disables a smoke detector, or removed a battery without replacing it with a working battery, Resident may be liable, under Tex.Prop.Code §92.2611, for \$100 plus one month's rent, actual damages, and attorneyfees.

26. **Relocation / Additional Residents.** For purposes of operating efficiently, Landlord reserves the right, upon five (5) days advance written notice, to relocate Resident to another apartment at the Apartment Community. Landlord shall assist Resident in moving Resident's personal property to such new apartment. If the apartment consists of more than one bedroom or it is contemplated that multiple residents share a bedroom, Landlord retains the right, at any time when such bedroom or apartment is not fully leased, to place a new resident in the bedroom. Landlord, to the extent practical, will honor Resident's request for the sharing of a particular apartment. Resident acknowledges that Landlord does not guarantee Resident's request of roommates.

Landlord, to the extent reasonably practical, will honor Resident's request for relocation. In connection therewith, if Landlord consents in writing to Residents written request for relocation, Resident agrees to execute all documents required by Landlord, pay all charges associated with putting Premises into rent ready condition, and to pay a transfer fee of \$350.00. A new security deposit may also be required.

27. **Notices by Resident and Landlord.** All notices and demands by Resident to Landlord must be in writing and must be delivered by Certified Mail – Return Receipt Requested, to: 1001 University Avenue, Lubbock, Texas, 79401, and shall only be deemed delivered upon actual receipt thereof by Landlord. Landlord may change such address by delivering a notice to Resident. All notices and demands to Resident shall be delivered to the Resident (i) by mail, (ii) by hand delivery to the apartment of record in which Resident resides, or (iii) in accordance with the e-communications addendum below and shall be deemed delivered (a) in the case of (i) two days after being sent by Landlord, (b) in the case of (ii) at the time the notice is left at the apartment and (c) in the case of (iii) when sent via e-mail or text.

28. **Governing Law.** This Lease shall be governed by the laws of the State of in which the Apartment Community is located (the "Governing Law").

29. **Special Stipulations.** The attached special stipulations or Addendums (if any) shall be binding upon the parties to this Lease and shall be controlling where at variance with the provisions of this Lease:

IN WITNESS WHEREOF, Landlord and Resident have signed and sealed this Lease as of the date first above written.

Resident

Landlord
ULofts LLC, d/b/a Lofts on Main, LLC

Signature

Date

Signature

Date

Print Name

Print Name

Signature

Date

Title

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

ADDENDUM TO LEASE

This addendum (the "Addendum") is hereby made a part of the Lease attached hereto between Landlord and Resident. Terms defined in the Lease shall be used herein as therein defined.

1. FACILITIES ADDENDUM

The facilities located at the Apartment Community include but are not limited to, the Computer Room, Game Room/TV Room, Exercise Facility, Pool Area, Theatre Room and Tanning Bed(s) (the "Facilities").

Resident recognizes that the Facilities have been made available by Landlord to Resident as a courtesy and not for Rent. In order to use the Facilities, the Resident agrees that:

- a. Resident shall not permit any guests to use the Facilities unless accompanied by Resident;
- b. Resident shall use the Facilities in a prudent manner, consistent with the use of such Facilities;
- c. Resident shall not use the Facilities in a manner which is offensive or dangerous to Resident or any users of the Facilities;
- d. Resident will follow such policies as established by Landlord in connection with the operation of the Facilities;
- e. Landlord shall have the right to discontinue providing the Facilities at any time and for any reason;
- f. Landlord is not providing any attendants or supervision of any kind for the Facilities;
- g. Landlord has made no representation that Landlord's representatives have any expertise in the operation of the Facilities;
- h. Landlord makes no representations that the Facilities are fit for any particular purpose;
- i. Landlord has made no representation as to the physical condition and operation of the Facilities; and
- j. THE USE OF THE FACILITIES BY RESIDENT AND RESIDENT'S GUEST SHALL BE WHOLLY AT RESIDENT'S OWN RISK.

Landlord reserves the right to prohibit use of the Facilities to any individual that Landlord, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Resident agrees that in connection with the use of the Facilities by Resident or Resident's Guest, Resident is responsible for:

- a. payment for damages or costs of Landlord from any claim based upon the acts of Resident or Resident's Guest; and,
- b. the legal costs of defending Landlord if any claim is made against Landlord because of the acts of Resident or Resident's Guest. Landlord has the right to choose the attorney who will represent Landlord.

2. ENVIRONMENTAL ADDENDUM

When moisture accumulates indoors mold may grow. Therefore, to prevent mold growth Resident agrees to keep apartment free from moisture buildup.

Resident shall contact the Landlord's leasing office immediately to report:

- a. any evidence of water leak or excessive moisture in the apartment or any common area.
- b. any evidence of mold or mildew growth.
- c. any failure or malfunction with the apartment's heating/ventilation/air-conditioning system.
- d. any inoperable windows.

Resident agrees to properly ventilate and dehumidify the apartment by:

- a. not running air conditioning when doors and windows are open.
- b. keeping windows and doors closed in damp or rainy weather conditions.
- c. maintaining a general temperature of 62°F – 80.0°F (year round).
- d. not blocking or covering any heating/ventilation/air-conditioning supply diffusers and/or return grills in apartment.
- e. not using a humidifier in apartment.

Resident agrees to maintain a clean environment and prevent moisture buildup in apartment by:

- a. regularly vacuuming and cleaning apartment using household cleaners.
- b. cleaning apartment more often if a pet is present.
- c. not allowing bird droppings to accumulate on windowsills, decks, patios, etc.

- d. as soon as reasonably possible, wiping down and drying areas that might accumulate visible moisture, like countertops, windows, windowsills, cove molding and vent covers.
- e. limiting houseplants to a reasonable number, not over-watering houseplants and cleaning up spills immediately.

Resident agrees to prevent moisture buildup in kitchen by:

- a. using the exhaust fans in kitchen when cooking or while the dishwasher is on its "dry" cycle, and allowing the fan to run until all excess moisture has vented from the kitchen.

Resident agrees to prevent moisture buildup in bathroom by:

- a. using any pre-installed fan when bathing/showering and allowing the fan to run until all excess moisture has vented from the bathroom.
- b. keeping the shower curtain inside the tub or fully closing the shower doors.
- c. when finished bathing/showering, leaving the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has evaporated.
- d. hanging up towels and bath mats so they will completely dry out.
- e. periodically cleaning and drying the walls around the bathtub and shower using a household cleaner.

Resident agrees to prevent moisture buildup in your laundry closet (if applicable) by:

- a. making sure that condensation does not form within the washer and dryer closet when washing clothes in warm or hot water and drying any condensation that does gather.
- b. ensuring that dryer vent is properly connected and clear of any obstructions and cleaning the lint screen after every use.
- c. drying laundry in an electrical dryer or outside rather than hanging laundry throughout your home to air-dry.

Resident agrees to prevent moisture buildup in your closets by:

- a. not overfilling closets or storage areas with clothes or other soft goods.
- b. not allowing damp or moist stacks of clothes or other cloth materials to lie in piles.
- c. leaving closet doors ajar during the summer months.

Landlord and Resident agree as follows:

- a. molds and mildew are microscopic organisms found virtually everywhere, both indoors and outdoors. Mold growth indoors can be caused by excess moisture.
- b. landlord cannot guarantee Resident that the Premises is, or ever will be, "mold-free."
- c. mold growth can be limited, however, if Resident and Landlord work together to prevent excess moisture from building up in the Premises.
- d. resident must inform Landlord immediately in the event that mold growth, water leakage or infiltration, and/or HVAC problems develop in the Premises.
- e. resident must inform Landlord of any inoperable windows in the Premises.
- f. resident agrees to comply with all rules and regulation regarding preventing mold growth set forth on Exhibit A.

Resident further agrees that he/she shall be responsible for damage to the Premises, as well as personal injury to Resident and anyone residing in the Premises with Resident for any time period, resulting from Resident's and/or Resident's Guest's failure to comply with the terms of this Addendum. If Resident fails to comply with this Addendum, Resident can be held responsible for any property damage and/or any health problems that may result.

3. **SMOKE DETECTOR ADDENDUM**

The Resident agrees:

- a. that within 24 hours of moving in to the Premises, Resident will test the smoke detector unit(s) and notify the Landlord in writing if the smoke detector unit(s) is not working;
- b. to regularly test the smoke detector(s) and to notify the Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s);
- c. to replace the smoke detector(s)'s battery, if any, when the existing battery becomes unserviceable;

- d. that Landlord is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- e. that Resident assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s);
- f. that the Landlord is not responsible for false alarms produced by the smoke detector(s) and any resulting inconvenience, expense, or consequences; and
- g. Tampering or altering smoke detectors will result in a \$100.00 fine.

4. **DRUG FREE HOUSING ADDENDUM**

Landlord and Resident agree as follows:

- a. Neither Resident nor Resident's Guests shall engage in any criminal activity, including drug-related criminal activity anywhere on the Apartment Community. Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in section 102 of the Controlled Substance Act (21) or U.S.C. 802 or similar acts or as such may be amended).
- b. Neither Resident nor Resident's Guests will permit the apartment to be used for criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is such Resident or Resident Guest.
- c. Neither Resident nor Resident's Guest will engage in the manufacture, sale or distribution of drugs anywhere on the Apartment Community.
- d. Neither Resident nor Resident's Guest shall engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms anywhere on the Apartment Community.
- e. Violation of the above provisions shall be material violation of the Lease and good cause for termination of the Lease. Neither an arrest nor conviction of Resident or Resident's Guest is required for Landlord to deem Resident in violation under this Addendum. A single violation of any of the provisions of this Addendum shall be deemed a serious violation and a material noncompliance with the Lease. It is understood and agreed that a single violation shall be sufficient cause for termination of the Lease.

5. **SECURITY POLICY ADDENDUM**

- a. Responsibility for your security. Landlord and Resident agree that Landlord is not obligated to, and has no way to, prevent crime from occurring. Landlord provides no guarantees that any effort by it or its agent will in any way increase any Resident's personal security or the safety of a Resident's Guests or their respective belongings. Landlord does not assume responsibility for the criminal action of third parties. Resident acknowledges that Landlord and its agents are not trained police officers and in fact, have no greater legal right to stop criminals or enforce laws than Resident. Resident agrees to contact the local law enforcement agency directly if you are in need of security services.
- b. Security Devices. Upon written request to the management office, and at your expense, we will perform additional re-keying or change a security device. You may make an unlimited number of requests for us to perform additional re-keying or change a security device at your expense.
- c. Pedestrian and automobile access gates. Resident and Landlord agree that these gates, if available at this Apartment Community, or any similar devices are nothing more than mechanical devices and that they can be circumvented, hurdled, rendered inoperative or break down at any time. Landlord does not represent that these gates will increase anyone's personal security; the gates cannot eliminate unwanted intruders with a criminal intent; the gates have no effect on persons who properly gain entry to the property, but then perform criminal deeds. Resident agrees to not rely upon the access gates for your personal safety or the safety of your guests, occupants or personal belongings. Resident acknowledges that such gates may malfunction and/or may be removed at any time.
- d. Suggestions regarding security issues. Landlord provides the following tip for Resident's safety:
 1. Always contact the local law enforcement agency whenever you are in need of security services. Do not contact the answering service; the management office or any guest service for this can only delay the response time.
 2. Keep the telephone number of the local law enforcement agency in a readily accessible place; call "911" in the event of an emergency.
 3. Get to know your neighbors. Be able to recognize whether there are strangers in your area of the Apartment Community.
 4. Contact the local law enforcement agency if you see that your neighbor's security is threatened; request that they do the same for you.
 5. Always lock your apartment door whenever you leave your apartment even if you are just gone momentarily or when you are in your apartment.
 6. Always lock your car door whenever it is left unattended in the parking lot.
 7. If you have occasion to walk around the community at night, try to refrain from walking alone.

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

6. NOTICES – ELECTRONIC COMMUNICATION ADDENDUM

In addition to the Notices provision in this Lease, Landlord and Resident agree that, Landlord may send notices, except as agreed to herein, to Resident or any Guarantor via text, email or other forms of electronic communication (hereinafter sometimes collectively “e-communication”). E-communications may be delivered to the email addresses or cellular phone numbers Resident or Guarantor has provided Landlord and/or at such other email address or cellular phone number as Resident or Guarantor may provide to the Landlord via the “resident portal” on the property website.

With respect to e-communication notifications, Resident and Guarantor agree:

- a. that such e-communication notifications may include but are not limited to such items as general alerts, Apartment Community related marketing information, rent notice reminders, balances due or billing notices (such as utility bills) and notices to enter the Premises pursuant to Notification language in the Lease.
- b. to maintain a valid email address on record with Landlord, throughout the term of this lease.
- c. that they may only modify their email address or cellular phone number via the “resident portal” on the property website and not by sending a notice to the Apartment Community or the Landlord unless notified otherwise in writing by Landlord.
- d. If Resident and/or Guarantor do not provide Landlord with a valid email and cell phone number Resident or Guarantor understand that they may not receive the notices contemplated herein and release Landlord from any liability related to not receiving such notices.

With respect to e-communication notifications each Guarantor agrees that:

- a. Landlord is not required to send notices contemplated in this addendum to Guarantor but Landlord may do so at its election.
- b. that in the event any notice is previously sent to the Guarantor via e-communication, there is no obligation for the Landlord to send future notices using this method.

With respect to Resident providing e-mail address and cellular phone numbers, Landlord agrees:

- a. Email addresses and cellular phone numbers provided to Landlord shall only be used by Landlord, its agents, or their contracted service providers and shall not be intentionally traded or sold to third parties.

From time to time, Landlord, Resident and/or Guarantor may have reason to communicate through the use of email or other forms of electronic communication. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur.

7. Package Delivery Addendum

Resident hereby agrees to the following pertaining to packages:

- a. I hereby give the management office permission to accept packages on my behalf that are delivered to the management office. I understand the Landlord will not accept certified mail on my behalf.
- b. I agree to retrieve my packages from the management office as quickly as possible. In the event that a package has not been picked up by you within three (3) business days we have the right to return the package to the original courier at your cost.
- c. The management office may in its sole discretion elect to refuse acceptance of any package.
- d. I hereby release and hold harmless the Landlord, Landlord’s representatives, managing agent and any employees or officers thereof from any liability regarding damage, loss or theft of any packages delivered to the management office on my behalf.

8. **GENERAL PROVISIONS**

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event any of these terms and conditions conflict with the terms of this Addendum, the terms of the Addendum shall control.

Resident

Landlord
ULofts LLC, d/b/a Lofts on Main, LLC

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Title

EXHIBIT "A" - RULES AND REGULATIONS

These Rules and Regulations are incorporated by reference into the Lease between Landlord and Resident and are a part thereof. They are promulgated for the purpose of preserving the welfare, safety, and convenience of Residents in Apartment Community and for the purposes of making a fair distribution of services and facilities and ensuring peaceable and quiet occupancy for all Residents, and for the purpose of preserving Landlord's property from abusive treatment. A violation of these Rules and Regulations shall constitute a default pursuant to the Lease and Landlord may proceed with any of its rights or remedies provided at law or equity including, but not limited to, eviction. In addition to the fines outlined below, each violation of these rules and regulations may result in a fine of up to \$200 per occurrence. Resident is responsible for Resident's guests and invitees and is responsible for fines assessed as a result of Resident's guests or invitees actions.

1. **No Solicitation.** Solicitation and/or canvassing of any kind, without the prior consent of the Landlord, will not be permitted in the Apartment Community. Residents are requested to notify Landlord of any such activity.
2. **Decorating.** Residents shall not hang or erect anything on or about the interior or exterior of the Premises or Apartment Community, nor place nails, hooks, etc. on interior or exterior walls or ceilings of the Premises or Apartment Community without the prior written consent of Landlord. Residents are encouraged to use good taste when decorating. Posters should be secured to walls using push pins or thumb tacks. No more than 12 thumb tacks per wall may be used. Framed pictures or heavy wall hangings should be secured using proper picture hanging hooks that do not penetrate through the entire dry wall boards. Seek assistance from the Apartment Community staff if you have any questions. All interior and exterior doors of the Premises and Apartment Community shall remain free of nails, stickers, or any other additions to the original surface. To avoid marring the facilities, no posters or flyers are to be posted on exterior building walls, windows, or doors.
3. **Pets Prohibited.** Pets or any animals are prohibited from being brought into the premises of Apartment Community, even temporarily, without the express written consent of Landlord. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. Notwithstanding the foregoing, nothing herein shall be construed to prohibit seeing-eye dogs in Apartment Community for the visually impaired or other animals assisting disabled or handicapped persons. In the event of a violation of this rule, a \$100 fine per occurrence will be assessed against the Resident as Additional Rent, and Landlord, at its discretion, may declare the Resident in default and, among other remedies, seek eviction. Resident is responsible for any damages to carpet or Premises and any necessary pest control service as a result of a pet. Pets must be removed from the Premises immediately.
4. **Life Safety.** Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, residents are to vacate the premises immediately. Residents will be instructed by Apartment Community staff when they will be allowed to return to their apartments. Residents who do not vacate their apartment during a fire alarm are subject to disciplinary action. The intentional sounding of an alarm outside of an emergency situation is a criminal offense and a material breach of the Lease.
5. **Sprinkler System.** Residents must be careful not to trigger the overhead sprinkler system in apartments. 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 damages incurred from such situations. Resident will be responsible for the payment of all damages incurred from activating the system, which could also include an entire building.
6. **Grills Prohibited.** Fire code prohibits storage or use of barbecue grills in or on any building, walkway, stairway, patio, deck or balcony. Grills found on the premises will be disposed of by Landlord. Community grills, if available, are available for residents only. Grills and grill area should be left clean for use by others. Resident could be charged up to a \$200.00 fine for each occurrence and be cited by the local Fire Marshall for failure to abide by this rule.
7. **Candles Prohibited.** The use of candles on the premises is not permitted.
8. **Proper Use of Deck.** If applicable, the deck constructed adjacent to the apartment is designed and constructed for normal occupancy and use. Resident shall not permit more than eight persons on the deck at any one time. If Resident fails to comply with these deck/patio limitations, Resident shall be held accountable for any resulting damages or injuries. Further, Resident shall not maintain or store any items or personal property on the deck/patio, other than furniture intended for outdoor use. Throwing, dropping, or hanging any and all objects from balconies (or any window) in Apartment Community constitutes a danger to other Residents and the Apartment Community and is expressly prohibited.
9. **Baby-Sitting.** Baby-sitting is not allowed in Apartment Community. Commercial or business activity within the Premises is expressly prohibited.

10. **Prohibition on Public Posting.** All signs, posters or other items must be approved by Landlord before they may be posted in any public area. Approved materials must be posted in approved areas.
11. **Prohibited Items.** The following items are prohibited in Apartment Community:
- Decals and stickers (with the exception of security ID stickers) because of damage to painted walls, windows, and other surfaces.
 - Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.
 - Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
 - Firearms, fireworks, and dangerous weapons because of the potential danger to others. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, billy clubs, nunchucks, switchblades, explosives and dangerous chemicals.
 - Major appliances not otherwise provided by Landlord (such as washers, dryers, dishwashers, etc.) because of electrical and plumbing problems; provided, however, some small appliances, such as radios, televisions, irons, refrigerators not exceeding four cubic feet and microwaves not exceeding 600 watts are permitted.
 - Aerials, masts and other short wave radio transmitting equipment because of FCC interference regulations and safety precautions.
 - Live-cut Christmas trees because they constitute a fire hazard.
 - Drug paraphernalia because they are associated with the use of illegal substances.
 - Motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to buildings.
 - Space heaters and other heating devices present a fire hazard and are prohibited.
12. **Mini-Blinds.** Landlord has provided mini-blinds and verticals, which shall not be removed by Resident. If Resident installs curtains, they must show white or off-white when visible from the exterior, and Resident shall remove such curtains at the end of the Lease and shall repair any damage.
13. **Satellite Dishes.** No satellite dishes shall be installed on the exterior of the Premises.
14. **Prohibition on Excessive Noise.** No percussive or electronically amplified musical instruments may be played on the premises with the exception of scheduled student activities in common areas organized by the Apartment Community management. Non-electronically amplified acoustic instruments may be played in the Premises or in Apartment Community a level that does not annoy or interfere with the quiet enjoyment of the other Residents. All radios, televisions, stereo equipment or any other appliances or items which generate noise or sound shall be turned down to a level that does not annoy or interfere with the quiet enjoyment of the other Residents. Resident and Resident's guests shall at all times maintain conduct in such a manner as to not cause excessive noise that will interrupt the peaceful enjoyment of other Residents. The following shall apply to complaints concerning a Resident's violation of this rule: (i) first offense, a written warning specifying the nature of the complaint; and (ii) second and additional offenses, a \$100.00 charge will be assessed and Landlord may declare the Lease to be in default.
15. **Prohibited Odors.** No incense or other odor producing items shall be used in or about the Premises. It is understood by Resident that offensive odors are expressly prohibited.
16. **No Obstructions.** Driveways, sidewalks, courts, halls, entry passages, stairs and other public areas shall not be obstructed at any time. Windows and doors shall not be obstructed. No recreational or sporting games in any form are permitted in the buildings, breezeways, balconies or parking lots.
17. **Bicycles.** Bicycles may be parked or stored only in the areas provided for bicycle parking. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Landlord and a \$50.00 removal fee will be charged to the owner of the bicycle. Landlord shall not be liable for damage or loss of any bicycles.
18. **Prohibited Structures.** Residents will not be permitted to construct lofts, waterbeds, wall partitions, or any similar structure without the written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.
19. **Windows / Window Screens.** The use of foil and other similar materials over windows is not permitted. Window screens must remain permanently in place to fulfill their purpose and to avoid loss.
20. **Trash.** All trash and refuse from Resident should be placed in the trash compacting dumpster (located towards the back of the Property on garage level one) provided by Landlord and not be left next to the dumpster, in the Premises or in any of the common areas, hallways, or similar places in Apartment Community. Residents should not deposit room or apartment trash in litter receptacles located throughout the grounds since these are intended for litter, not apartment trash or garbage. Residents should deposit items to be recycled in the

appropriately designated recycle receptacles when available. A \$48.00 service charge per item will be immediately due and payable by Resident for any refuse which is left outside Resident's Premises, placed in litter receptacles, or left elsewhere on the property.

21. **Cleanliness.** It is the responsibility of the Resident to clean and maintain her/his apartment in a sanitary and safe condition.
22. **Pest Control.** To the best of Landlord's knowledge, the Premises is free of pests including bed bugs at the time of occupancy. Resident agrees to keep the Premises in a clean and sanitary condition, free from any condition contributing to infestation. If at any time Resident suspects the presence of pests of bed bugs in their unit, Resident must immediately notify Landlord. Under no circumstances should Resident attempt to eradicate bed bugs. If at any time the determination is made that your unit is indeed playing host to bed bugs or other pests, you must comply with the pest eradication protocol set forth by Landlord.
23. **Parking.** Parking is by permit (provided by Landlord to Resident) only in specified areas. Possession of a parking permit does not guarantee the availability of a space. Resident agrees:
 - to display the parking permit in accordance with any applicable parking lease or parking permit acknowledgement form or as otherwise directed by Landlord.
 - To park in the designated parking areas as directed by Landlord.
 - your car may be towed at your expense or ticketed if:
 - you are parking without a valid permit or your permit is not properly displayed
 - you are parking in more than one space, in fire lanes, in staff spaces, in spaces assigned to other Residents or in non-designated resident parking areas.
 - your vehicle is deemed inoperable or in disrepair (for example flat tires, broken windows) by Landlord or your vehicle does not have proper tags. In such cases, Landlord will endeavor, but is not required to, provide you with one day's written notice of intent to remove the vehicle either by giving notice to you directly or by leaving such notice in a conspicuous place on the vehicle.
 - parking permits are only valid for the lease term and Resident must obtain a new permit for each new lease term.
 - the Parking Decal may only be used for the vehicle it is registered to.
 - if you get a new car you must immediately update your vehicle information with Management.
 - Landlord is not responsible for damage that may occur during towing.
 - vehicle reconditioning, repair, maintenance (including changing of oil or changing tires) is not permitted on site.
 - washing cars is not permitted unless designated at a specific time and area by Landlord.
 - that with respect to the parking spaces in front of the Leasing Office that these spaces are reserved only for the use of future residents and or short term parking by residents when visiting the Leasing Office. These parking spaces are not for use by Resident for such items as when Resident is using the Apartment Community Facilities (for example the pool or exercise facility) or for Resident to leave their car when attending class.
 - all vehicles, including motorcycles, must be parked in designated parking areas and in an actual parking spot between two striped lines and not in such areas as fire lanes, along the roadside, by curbs, on lawns or in breezeways.
 - handicap parking spots are to only be used by persons with actual current handicap parking tags.
 - to not park any boats, trailers, ATV's, RV's or any other recreational vehicle on the property for any length of time.

In the event that Resident and Landlord have executed a parking lease, the terms in such lease shall supersede the terms in these Rules and Regulations. Any default under the Lease (including the Addendums and these Rules and Regulation) or any parking lease shall be a default under the other document and shall be cause for eviction from the apartment or parking space, as applicable. Violation of any of the parking rules above could result in the vehicle being ticketed with a fine of \$100.00 per violation and/or being towed at vehicle owner's expense without notice.

24. **Speed Limit.** Speed limit for motor vehicles is not to exceed 5 MPH. Pedestrians have the right of way. If any vehicle is found to exceed the speed limit and/or drive recklessly such as on the wrong side of the road or if applicable enter the property through an Exit Gate then Residents associated with that vehicle whether it belongs to them or a guest may be fined \$100 per violation.
25. **Furniture, Fixtures and Appliances.** No furniture, fixtures, appliances or equipment in the apartment shall be removed from the apartment. No furniture, fixtures, appliances or equipment in the Common Areas shall be removed from the Common Areas. Removal of such will be considered disorderly conduct or theft and the person or persons responsible may incur charges for replacement, fines or termination of the Lease. Resident is not permitted to install, maintain or replace existing fixtures in the Premises without written permission from Landlord. No storage for unwanted furniture is available. Residents will be held responsible for furniture returned to its original position prior to checkout. No couches, chairs, sofas or loveseats are to be placed in the window / alcove area of the living room. Entertainment centers may be placed in the window /alcove area of the living room but must be at least 8" inches from the window.
26. **Light Bulbs.** Landlord shall initially furnish working light bulbs for Premise's light sockets; thereafter, Resident shall replace light bulbs at Resident's expense.

27. **Lockouts & Keys.** Locks may not be altered, changed or added by Resident under any circumstances. Keys and Electronic Access Cards are the property of Landlord and must be returned to Landlord at the end of Resident's occupancy. Duplication of keys is prohibited. The Resident hereby agrees to the following fees if said items are required in Landlord's sole discretion:

- Front door key replacement - \$15.00
- Front door lock change - \$75.00
- Bedroom Door Key Replacement – N/A
- Building Entry Door Key - \$15.00
- Garage Opener replacement - \$50.00
- Lockout Charge During Normal Business Hours – No Charge
- Lockout when the leasing office is closed - \$75.00

In the event of any missing front door keys, the front door lock change and front door key replacement costs apply. The responsible resident shall pay said costs for the entire apartment. Landlord may, from time to time and without prior notice, change locks on an apartment. Residents will be instructed to exchange keys at the leasing office.

28. **Alcohol Consumption.** Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Under no circumstances shall the consumption of alcohol take place or any open container of alcohol be permitted in Apartment Community except inside an apartment or within the swimming pool area, and then only by persons 21 years old or older.

29. **Smoking Policy.** Smoking is only permitted in the apartment or on the apartment balcony or porch area. Smoking is not permitted in any other area of the Apartment Community including but not limited to hallways, landscape areas, parking lots, community facilities, or the interiors of any apartment. Trash fines outlined in the Rules and Regulations will apply for failure to dispose of cigarettes etc... properly. Residents will be responsible for damages to the apartment or the Apartment Community due to smoking including but not limited to the cost of re-painting an apartment.

30. **Illicit Drugs.** The use, sale, or distribution of illicit drugs will not be tolerated. Residents or Resident's Guests caught using or soliciting drugs will be turned over to the criminal authority. Residents or Resident's Guests caught or suspected of using drugs may be evicted.

31. **Gambling.** Gambling is prohibited in the Apartment Community.

32. **Party Policies:**

- a. Definition of a party: Eight (8) or more guests in the Premises.
- b. Parties must be registered with the Landlord. If not, the party will be shut down.
- c. Maximum number of guests at a party is 20. If maximum number is exceeded, the party will be shut down.
- d. Open parties are not allowed. Guests must be invited. Flyer-type announcements are not permissible.
- e. All parties must shut down by 10:00 pm Sunday through Thursday, and 2:00 am Friday and Saturday.
- f. Illegally parked vehicles will be towed without warning. Advise guests to abide by parking rules or to park off-site.
- g. Resident must comply with all Lease obligations including but not limited to quiet enjoyment of other residents.

33. **Utilities and Maintaining Certain Temperatures.** Resident must keep utilities (electricity, gas, etc.) turned on as long as the apartment is leased by Resident (even if Resident leaves for vacation) in order to maintain appliances in operating order and to provide a minimum temperature of 62 degrees in cold months. Also, unless Landlord instructs you otherwise, you must, for 24 hours a day during freezing weather (i) keep cabinets and closet doors open, and (ii) drip hot and cold water faucets. Resident acknowledges that air-conditioning systems cannot typically maintain a temperature in the apartment lower than 20 degrees below the outside temperature. If utilities are in the name of the resident, from the date utilities are turned off by cancellation or otherwise, it is presumed that the Resident has abandoned the apartment and the Landlord may enter and take possession. Any damages from the utilities being turned off until Landlord gains possession shall be paid by Resident. Resident shall use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, monitoring devices and all other facilities and appliances. Resident shall not waste any utilities furnished by Landlord nor use utilities or equipment for any improper, unauthorized purpose.

34. **Vacant Bedrooms.** Use of vacant bedrooms within the apartment is strictly prohibited. All Residents within the apartment will be equally billed monthly rent and charged for cleaning and repair of any vacant bedrooms used in violation of this provision.

35. **Fitness Center and Recreation Room Policies:**

- a. The fitness center and recreation room are for the use of Residents and Resident's Guests. Guests must be accompanied by Resident. Persons under 14 must have adult supervision.
- b. Residents are reminded to keep body clear of weights and other moving parts when using fitness equipment.
- c. Do not use equipment if you are taking any medication that causes drowsiness.
- d. Residents are not to make repairs on fitness equipment. Report any problem to Landlord.
- e. Use the equipment only in the manner intended by the manufacturer. Improper use of equipment may cause serious injury or death.
- f. Residents are requested not to use, adjust or operate fitness equipment beyond their physical limitations.
- g. Residents are requested to report vandalism and unauthorized users. Vandals will be prosecuted.
- h. 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.
- i. Residents are responsible for cleaning up any area where they have left a mess, and cleaning of machine after use.
- j. Smoking is not permitted.
- k. Residents are not authorized to remove equipment or furniture from the fitness room, recreation rooms, or other common areas.
- l. Resident's failure to comply with these instructions may result in loss of privilege in using fitness equipment.
- m. Landlord will not be held responsible for any personal injury and or punitive damages as a result of fitness equipment use, application or negligence.
- n. 24 hour accessibility. 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.

36. Computer Center Policies:

- a. The computer center is for the use of Residents only.
- b. Residents are not permitted to remove any items from the computer center such as equipment, software, accessories, furniture, etc.
- c. 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.
- d. Residents are responsible for cleaning up any area where they have left a mess.
- e. Residents are responsible for supplying their own paper.
- f. Residents are not authorized to adjust or alter any of the software or programs set up in the computer systems.
- g. Residents are not authorized to make any repairs on computers, printers, copiers or fax equipment. Problems must be reported to Landlord.
- h. Residents may only use computers for lawful purposes.
- i. 24 hour accessibility. Landlord reserves the right to change hours of operation when it solely deems appropriate.

37. Pool Policies:

- a. The pool hours are from 10 a.m. to 10 p.m. each day . Such hours are subject to change at the sole discretion of Landlord.
- b. No lifeguard is on duty.
- c. Persons under age 14 must have adult supervision.
- d. Anyone with a communicable disease capable of infecting others is prohibited from using the pool.
- e. No loud music.
- f. No glass containers.
- g. Gates affording access to pool area may not be propped open or otherwise rendered inoperable, even temporarily.
- h. No more than 2 guests per Resident at any given time. Guests must be accompanied by Resident.
- i. Diving is not permitted.
- j. Proper swimwear is to be worn at all times.
- k. No drunkenness or profanity. Any person who is, in the sole judgment of the Landlord, under the influence of alcohol or other drugs may be excluded from the pool area.
- l. Do not use the pool during severe weather conditions, e.g. electrical storms or tornadoes.
- m. No pool parties are permitted or allowed unless approved, in writing by management.
- n. No kegs are permitted in the pool or clubhouse areas.

38. [Reserved]

39. Tanning Facility Policies:

- a. The tanning facility hours are available in the office and are subject to change at the sole discretion of Landlord
- b. Tanning Facility is for Residents only. No Guests are permitted.
- c. Residents using the tanning facilities do so at their own risk.
- d. Resident shall not use the tanning facility more than once in a 24 hour period.

- Resident hereby acknowledges that resident has read and understands the warnings stated above and resident acknowledges and understands that resident assumes the risk for any injury (including death) or accident which relates to the use or misuse of the tanning facility. Resident hereby agrees to waive, release and hold harmless landlord or agent of the facility in which the tanning facility is located (as they are identified in your lease) as well as their partners, officers, employees, contractors and agents from actions, claims, costs, damages, demands, expenses and losses arising out of or related to the tanning facility itself and/or resident's and/or resident's guests use or misuse of the tanning facility including, without limitation, the negligent actions or omissions of the foregoing released parties.

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Ulofts Lease 2015-2016

EVICTIION HOLD OFF AGREEMENT

ULofts Apartments and resident(s) Atiya Fasih and Zulfiqar A Khan, residing at 1001 University Avenue, Lubbock Texas, 7941 unit # agree that you still owe \$849.00 per month and to fully pay the past due rent for the month(s) of **if the amount below is \$0 then this is not applicable**, plus late fees, reimbursement for eviction filing fees and any other sums owed by you to us. You agree to make the following payments on the above delinquent sums, as follows,

Future Due Date	Amount
\$0 15th	849.00* \$0

Eviction filing and service not delayed. You agree that if the eviction process has been started by our giving you notice to vacate or by our filing an eviction lawsuit, our acceptance of partial payments has not and will not waive our right of eviction and will not void any eviction lawsuit. **We** may still file the eviction lawsuit if it has not already been filed.

Eviction judgment delayed. However, we agree to postpone any default judgment and to postpone the eviction trial or hearing as long as you comply with the above payment schedule exactly on time and as long as all future rents becoming due during the pay-out schedule are paid on time.

Eviction dismissed. We agree to dismiss the eviction proceedings when all past due rents are paid in full, according to the above schedule.

Eviction judgment. If payments are not made exactly on time according to the above schedule, we will be entitled to seek an eviction judgment. You agree to voluntarily move out immediately if you fail to make payments on time as set forth above.

Agreed to on: 12/06/2018

Landlord:

21LP - 21 Apartments, LP

Resident:

Atiya Fasih and Zulfiqar A Khan

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

- a. Landlord has no knowledge of Lead-based paint and/or lead-based paint hazards in the housing.
- b. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's Acknowledgment

- a. By signing below Resident acknowledges having received:
 - 1. Copies of all information listed above, if any; and
 - 2. The Pamphlet "Protect Your Family from Lead in Your Home."

Certification of Accuracy

The Landlord certifies that to the best of their knowledge the information provided above is true and accurate.

Resident

Landlord
ULofts LLC, d/b/a Lofts on Main, LLC

Signature

Date

Signature

Date

Print Name

Print Name

Signature

Date

Title

Print Name

Signature

Date

Print Name

Signature

Date

Print Name

PARKING LEASE RIDER - PERMIT, VEHICLE INFORMATION, ADDITIONAL RULES & REGULATIONS

Date: 12/06/2018
Lessee Name: Atiya Fasih
Apartment #:
Permit #: N/A
Assigned Parking Space #: N/A
Phone Number: 909-267-0054
Email: mrsazkhau@gmail.com

Vehicle Information:

License Plate Number:
State:
Make:
Model:
Color:
Year:

Parking Permit Location on Vehicle: The parking permit must be permanently affixed in either (i) the front windshield, lower left corner of the driver's side or (ii) the rear window, lower left corner on the driver's side. If your permit is unreadable, obscured in any way or not permanently affixed in the locations stated in the previous sentence your vehicle may be towed at your expense. Upon termination of my Parking Lease or if I change vehicles I will remove the parking permit from my vehicle.

I understand the permit is only valid for the vehicle listed above. If I change vehicles I will notify the rental office in writing. If I require a new parking permit I agree to pay to Lessor \$30 for the replacement permit provided however Lessor will not charge you the cost of a replacement permit if you return the previous permit to Lessor at the time you are requesting a new permit. If I allow another person or vehicle to use my permit or a previous permit I agree to pay a fine of \$100 and the Lessor may terminate my Parking Lease. The speed limit is 5 MPH. Reckless driving is cause for termination of this lease.

Cantu Towing (806-368-8095) is the current towing provider. In the event you believe your car is towed please call the towing provider. I understand I am liable for all towing and recovery costs if my car has been towed for violation of any of the Parking Lease Terms or the terms of this addendum. Towing charges may change at any time.

I acknowledge receiving the parking permit designated above and agree to the terms in the Parking Lease and this addendum.

Lessee:

Lessor:

ULofts LLC, d/b/a Lofts on Main, LLC

Signature

Date _____

Signature

Date

Print Name

Print Name

Signature

Date _____

Title

Print Name

Signature

Date _____

Print Name _____

Signature

Date _____

Print Name _____

Addendum to Lease – Landlord Right to Terminate

WHEREAS, Landlord and Resident are party to a Lease Contract at Ulofts Apartments (the “Property”).

WHEREAS, the Property allows its current residents the opportunity to renew their apartment lease until February 28, 2019 and Resident knowing this still desires to enter into a Lease Contract with the Property prior to said date.

WHEREAS, Landlord and Resident wish to, pursuant to this Addendum (the “Addendum”), provide the Landlord the right to terminate the Lease in certain situations as provided herein.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound the parties hereto agree as follows:

1. Landlord shall have the right to terminate the Lease with resident provided Landlord does not believe in its reasonable judgment that Landlord will be able to provide Resident with an apartment in the type of apartment stated in the Lease for the Lease Term stated in the Lease.
2. Landlord must provide this notice in writing to Resident by March 15, 2019. The postmark date shall serve as the date notice was delivered.
3. Landlord and Resident agree that the notice shall be sent to the current address of Resident as completed on the Resident’s application.

Except as specifically stated herein, all other terms and conditions of the Lease Contract shall remain unchanged. In the event any of the terms and conditions of the Lease Contract conflict with the terms of this Addendum, the terms of this Addendum shall control. Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Lease.

Landlord and Resident hereby agree to be bound by all the terms and conditions of this Addendum effective as of the date below.

<u>Resident:</u>	<u>Owner:</u> ULofts L.L.C., d/b/a Lofts on Main, LLC
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Signature

Date

Signature

Date

Print Name

Print Name

Signature

Date

Title

Print Name