



This Lease Contract is valid only if filled out before January 1, 2022.

# Apartment Lease Contract

This is a binding contract. Read carefully before signing.

## Moving In — General Information

1. **Parties.** This Lease Contract ("Lease") is between you, the resident(s) (*list all people signing the Lease*):  
Jonathan Denning

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and us, the owner: TDC Tanglewood Real Estate  
Owner, LLC

(name of apartment community or title holder). You are renting Apartment No. 447, at 1414 Wood  
Hollow Drive

(street address) in Houston

(city), Texas 77057 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. **Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.**

2. **Occupants.** The apartment will be occupied only by you and (*list all other occupants not signing the Lease*):

\_\_\_\_\_

\_\_\_\_\_

—and no one else. Anyone not listed here cannot stay in the apartment for more than 7 days in one week without our prior written consent, and no more than twice that many days in any one month. **If the previous space isn't filled in, 2 days total per week will be the limit.**

3. **Lease Term.** The initial term of the Lease begins on the 1st day of January (month), 2022 (year), and ends at 11:59 p.m. the 31st day of December (month), 2022 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

4. **Security Deposit.** The total security deposit for all residents is \$ 0.00, due on or before the date this Lease is signed. This amount [**check one**]: ☐ does **or** ☒ does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by [**check one**]:  
☒ one check jointly payable to all residents and mailed to any one resident we choose, **or**  
☐ one check payable to and mailed to \_\_\_\_\_

(specify name of one resident).

If neither option is checked here, the first option applies. See Par. 40 and 41 for security-deposit return information.

5. **Keys, Move-Out, and Furniture.** You'll be given 1 apartment key(s), 1 mailbox key(s), and 1 other access devices for Fob/Remote. **Before moving out, you must give our representative advance written move-out notice as stated in Par. 36.** The move-out date in your notice [**check one**]: ☐ must be the last day of the month, **or** ☒ may be the exact day designated in your notice. If neither option is checked here, the second applies. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices, unless authorized by court order. Your apartment will be [**check one**]: ☐ furnished **or** ☒ unfurnished.

6. **Rent and Charges.** You will pay \$ 1915.00 per month for rent, in advance and without demand:  
☒ at the onsite manager's office  
☒ through our online payment site  
☐ at \_\_\_\_\_

Prorated rent of \$ 1915.00 is due for the remainder of the [**check one**]: ☒ 1st month **or** ☐ 2nd month, on the 1st day of January (month), 2022 (year).

**You must pay your rent on or before the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law.** We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify.

**Late Fees.** If you don't pay rent in full by 11:59 p.m. on the 3rd day (3rd or greater) of the month, you must pay us the following initial late fee immediately and without demand in addition to the unpaid rent: ☒ 5 % of one month's rent as stated in this paragraph **or** ☐ \$ \_\_\_\_\_.

In addition, for 5 days until rent and late fees are paid in full, you must pay a daily late fee of \$ \_\_\_\_\_ per day **or** 1 % of one month's rent per day.

You'll also pay a charge of \$ 100.00 for each returned check or rejected electronic payment, plus initial and daily late fees, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

7. **Utilities and Services.** We'll pay for the following items, if checked: ☐ gas ☐ water ☐ wastewater ☐ electricity  
☐ trash/recycling ☐ cable/satellite ☐ master antenna  
☐ Internet ☐ stormwater/drainage  
☐ other \_\_\_\_\_.

You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. See Par. 12 for other related provisions regarding utilities and services.

8. **Insurance. Our insurance doesn't 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**  
☐ not required to buy renter's or liability insurance.

**If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.** Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **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.

\*No cash accepted. \*All pets must be approved by management. \*All lease addendums are considered part of the lease. If applicable, above rent amount includes garage, storage, and/or reserved parking.

10. **Unlawful Early Move-Out And Reletting Charge.**

**10.1 Your Responsibility.** You'll be liable for a reletting charge of \$ 1627.75 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.**

DS  
Your Initials: JD

DS  
Initials of Our Representative: JK

Initials of Our Representative: \_\_\_\_\_

**10.2 Not a Release.** The reletting charge is neither a Lease cancellation nor a buyout fee. It is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys; or other sums due.

**11. Security Devices.**

**11.1 What We Provide.** *Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.*

**11.2 Who Pays What.** We'll pay for missing security devices that are required by law. You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests. You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

**12. Other Utilities and Services.** Television channels that are provided may be changed during the Lease term if the change applies to all residents. You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we'll attach an addendum to this Lease in compliance with state-agency rules. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$ 50.00 charge (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If you're in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

**Special Provisions and "What If" Clauses**

**13. Damages and Reimbursement.**

**13.1 Damage in the Apartment Community.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease or rules violation; improper use; negligence; other conduct by you, your invitees, your occupants, or your guests; or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

**13.2 Indemnification by You.** *You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your*

*guests, or our representatives who at your request perform services not contemplated in this Lease.*

**13.3 Damage and Wastewater Stoppage.** *Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacements, and damage of the following kind if occurring during the Lease term or renewal period: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.*

**13.4 No Waiver.** We may require payment at any time, including advance payment to repair damage that you are liable for. Delay in demanding sums you owe is not a waiver.

**14. Contractual Lien and Property Left in Apartment.**

**14.1 Lien Against Your Property for Rent.** *All property in the apartment (unless exempt under Texas Property Code sec. 54.042) is subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Texas Government Code sec. 2306.6738, for owners supported by housing-tax-credit allocations).* For this purpose, "apartment" excludes common areas but includes the interior living areas and exterior patios, balconies, attached garages, and any storerooms for your exclusive use.

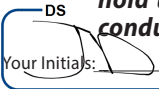

**14.2 Removal After We Exercise Lien for Rent.** *If your rent is delinquent, our representative may peacefully enter the apartment, and remove and/or store all property subject to lien.* All property in the apartment is presumed to be yours unless proved otherwise. After the property is removed, a written notice of entry must be left in a conspicuous place in the apartment—including a list of items removed, the amount of delinquent rent due, and the name, address, and phone number of the person to contact. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid.

**14.3 Removal After Surrender, Abandonment, or Eviction.** We, or law officers, may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you're judicially evicted or if you surrender or abandon the apartment (see definitions in Par. 41).

- 14.4 Storage.**
- (A) **No duty.** We'll store property removed under a contractual lien. We may—but we have no duty to—store property removed after judicial eviction, surrender, or abandonment of the apartment.
  - (B) **No liability.** We're not liable for casualty, loss, damage, or theft, except for property removed under a contractual lien.
  - (C) **Charges you pay.** You must pay reasonable charges for our packing, removing, storing, and selling of any property.
  - (D) **Our lien.** We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: our lien on property listed under Texas Property Code sec. 54.042 is limited to charges for packing, removing, and storing.

- 14.5 Redemption.**
- (A) **Property on which we have a lien.** If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (see Par. 14.6(C)) is given before you seek redemption, you may redeem only by paying the delinquent rent plus our reasonable charges for packing, removing, and storing.
  - (B) **Property removed after surrender, abandonment, or judicial eviction.** If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late fees, reletting charges, storage charges, damages, etc.
  - (C) **Place and payment for return.** We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

- 14.6 Disposition or Sale.**
- (A) **Our options.** Except for animals, we may throw away or give to a charitable organization all personal property that is:
    - (1) left in the apartment after surrender, abandonment or death of a sole resident; **or**
    - (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

DS  
Your Initials:  Initials of Our Representative: 



- (B) **Animals.** An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.
- (C) **Sale of property.** Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the 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 provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The 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. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.

**15. Failing to Pay First Month's Rent.** If you don't pay the first month's rent when or before the Lease begins, all future rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 10 and 32 apply to acceleration under this paragraph.

**16. Rent Increases and Lease Changes.** No rent increases or Lease changes are allowed before the initial Lease term ends, except for those allowed by special provisions in Par. 9, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under Par. 19. If, at least 5 days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent increases or Lease changes that become effective when the Lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without needing your signature) unless you give us written move-out notice under Par. 36. The written move-out notice under Par. 36 applies only to the end of the current Lease or renewal period.

**17. Delay of Occupancy.**

**17.1 Lease Remains In Force.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to:

- (A) abatement of rent on a daily basis during delay, **and**
- (B) your right to terminate the lease in writing as set forth below.

**17.2 Your Termination Rights.** Termination notice must be in writing. After termination under 17.1(B), you are entitled only to refund of any deposit(s) and any rent you paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.

**17.3 Notice of Delay.** If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but not later.


- (a) If we give written notice to any of you or your occupants when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but no later.
- (b) If we give any of you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

**18. Disclosure of Information.** We may, but are not obligated to, share and use information related to this lease for law-enforcement, governmental, or business purposes. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

**While You're Living in the Apartment**

**19. Community Policies and Rules.**

**19.1 Generally.** Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all written apartment rules and community policies, includ-

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Your Initials: 



Initials of Our Representative: \_\_\_\_\_

ing instructions for care of our property. We may regulate: (A) the use of patios, balconies, and porches; (B) the conduct of furniture movers and delivery persons; and (C) activities in common areas. We may make reasonable changes to written rules, and those rules can become effective immediately if the rules are distributed and applicable to all units in the apartment community and do not change the dollar amounts on pages 1 or 2 of this Lease.

**19.2 Some Specifics.** Your apartment 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. Passageways may be used only for entry or exit. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs.

**19.3 Limitations on Conduct.** Glass containers are prohibited in or near pools and all other common areas. Within the apartment community, you, your occupants, and your guests must not use candles or kerosene lamps or heaters without our prior written approval, or cook on balconies or outside. You, your occupants, and your guests must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

**19.4 Exclusion of Persons.** We may exclude from the apartment community any guests or others who, in our judgment, have been violating the law, violating this Lease or our rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an occupant, or a guest of a specific resident in the community.

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

**20. Prohibited Conduct.** You, your occupants, and your guests may not engage in the following activities:

- (a) criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to: manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets containing gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven; **or**
- (j) making bad-faith or false allegations against us or our agents to others.

**21. Parking.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes must not be parked inside an apartment, on sidewalks, under stairwells, or in handicapped-parking areas. We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle:

- (a) has a flat tire or is otherwise inoperable;
- (b) is on jacks, on blocks, or has a wheel missing;
- (c) takes up more than one parking space;
- (d) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (e) is in a handicapped space without the legally required handicapped insignia;

- (f) is in a space marked for office visitors, managers, or staff;
- (g) blocks another vehicle from exiting;
- (h) is in a fire lane or designated “no parking” area;
- (i) is in a space that requires a permit or is reserved for another resident or apartment;
- (j) is on the grass, sidewalk, or patio;
- (k) blocks a garbage truck from access to a dumpster;
- (l) has no current license or registration, and we have given you at least 10 days’ notice that the vehicle will be towed if not removed; **or**
- (m) is not moved to allow parking lot maintenance.

22. Release of Resident.

**22.1 Generally.** *You may have the right under Texas law to terminate the Lease early in certain situations involving family violence, certain sexual offenses, or stalking.* Otherwise, unless you’re entitled to terminate this Lease under Par. 9, 17, 23, 31, or 36, you won’t be released from this Lease for any reason—including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of coresidents, loss of employment, bad health, property purchase, or death.

**22.2 Death of Sole Resident.** If you are the sole resident and die during the Lease term, an authorized representative of your estate may terminate the Lease without penalty by giving at least 30 days’ written notice. Your estate will be liable for your Lease obligations until the latter of: (A) the termination date or (B) removal of all possessions in the apartment. Your estate will also be liable for all charges and damages until the apartment is vacated, and any removal or storage costs.

23. Military Personnel.

**23.1 Termination Rights.** *You may have the right under Texas law to terminate the Lease in certain situations involving military deployment or transfer.* You may terminate the Lease if you enlist, are drafted into, or are commissioned in the U.S. Armed Forces. You also may terminate the Lease if:

- (a) you are (1) a member of the U.S. Armed Forces or Reserves on active duty, or (2) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; **and**
- (b) you (1) receive orders for a permanent change of station, (2) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (3) are relieved or released from active duty.

**23.2 How to Terminate Under This Par. 23.** You must furnish us a copy of your military orders, such as permanent-change-of-station orders, call-up orders, or deployment orders (or letter equivalent). Military permission for base housing doesn’t constitute a permanent-change-of-station order. You must deliver to us your written termination notice, after which the Lease will be terminated under this military clause 30 days after the date your next rental payment is due. After your move-out, we’ll return your security deposit, less lawful deductions.

**23.3 Who May Be Released.** For the purposes of this Lease, orders described in (b) under Par. 23.1 above will release only the resident who qualifies under both (a) and (b) above and receives the orders during the Lease term, plus that resident’s spouse or legal dependents living in the resident’s household. A coresident who is not the spouse or dependent of a military resident cannot terminate under this military clause.

**23.4 Your Representations.** Unless you state otherwise in Par. 9, you represent when signing this Lease that:

- (a) you do not already have deployment or change-of-station orders;
- (b) you will not be retiring from the military during the Lease term; **and**
- (c) the term of your enlistment or obligation will not end before the Lease term ends.

You must notify us immediately if you are called to active duty or receive deployment or permanent-change-of-station orders.

**23.5 Damages for False Representations.** Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, minus rents from others received in mitigation under Par. 32.6.

24. Resident Safety and Loss.

**24.1 Disclaimer.** *We disclaim any express or implied warranties of security.* We care about your safety and that of other occupants and guests. You agree to make every effort

to follow any Security Guidelines Addendum attached to this Lease. **No security system is failsafe. Even the best system can’t prevent crime. Always act as if security systems don’t exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you take as a matter of common sense and habit.**

**24.2 Your Duty of Due Care.** You, your occupants, and your guests must exercise due care for your own and others’ safety and security, especially in using smoke alarms and other detection devices, door and window locks, and other safety or security devices. Window screens are not for security or to keep people from falling out of windows.

24.3 Alarm and Detection Devices.

- (A) **What we’ll do.** We’ll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We’ll test them and provide working batteries when you first take possession of your apartment. Upon request, we’ll provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impairment disability.
- (B) **Your duties.** 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 alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. **If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month’s rent, actual damages, and attorney’s fees.** You’ll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

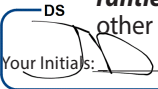

**24.4 Loss.** Unless otherwise required by law, we’re not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or loss of business or personal income, from any cause, including fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, vandalism, and negligent or intentional acts of residents, occupants, or guests. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, during freezing weather you must for 24 hours a day: (A) keep the apartment heated to at least 50° Fahrenheit, (B) keep cabinet and closet doors open, and (C) drip hot- and cold-water faucets. You’ll be liable for any damage to our and others’ property caused by broken water pipes due to your violating these requirements.

**24.5 Crime or Emergency.** Immediately dial 911 or call local medical-emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or any other emergency involving imminent harm. You should then contact our representative. None of our security measures are an express or implied warranty of security—or a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we’re not liable to you, your occupants, or your guests 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’re not obliged to furnish security personnel, patrols, lighting, gates, fences, or other forms of security unless required by law. We’re not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you, your occupants, or your guests are affected by a crime, you must make a written report to the appropriate local law-enforcement agency and to our representative. You must also give us the law-enforcement agency’s incident-report number upon request.

25. Condition of the Premises and Alterations.

**25.1 As-Is. We disclaim all implied warranties.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You’ll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage, sign the form, and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

**25.2 Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by law 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 apartment. Unless our rules state otherwise, we’ll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No water furniture, washing machines, extra phone or television

DS  
Your Initials:  Initials of Our Representative: 



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

**25.3 Fair Housing.** In accordance with fair-housing laws, we'll make reasonable accommodations to our rules, policies, practices, or services. We'll allow reasonable modifications under these laws to give disabled persons access to and use of this apartment 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.

**26. Requests, Repairs, and Malfunctions.**

**26.1 Written Requests Required.** *If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written, signed, and delivered to our designated representative in accordance with our policies* (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair-housing accommodation or modification). Our written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or any other matter doesn't waive the strict requirement for written notices under this Lease.

**26.2 Required Notifications.** You must promptly notify us in writing of water leaks, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety.

**26.3 Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

**26.4 Casualty Loss and Equipment Repair.** We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your rent will not abate in whole or in part. Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day.

**26.5 Our Right to Terminate.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 7 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove and dispose of personal property if we believe it causes a health or safety hazard.

**27. Animals.**

**27.1 No Animals Without Consent.** *No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.* If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum, pay an animal deposit. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require verification of your disability and the need for such an animal. You must not feed stray or wild animals.

**27.2 Violations of Animal Policies.**

**(A) Charges for violations.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If you violate the animal restrictions or other animal rules, you'll pay an initial charge of \$ 100.00 per animal

(not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), you must pay for all cleaning and repair costs, including defleaing, deodorizing, and shampooing.

**(B) Removal and return of animal.** We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 28. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. We'll return the animal to you upon request if it has not already been turned over to a humane society, local authority or rescue organization.

**28. When We May Enter.** If you or any guest or occupant is present, then repairers, servicers, contractors, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. Law officers with a search or arrest warrant or those in hot pursuit may be allowed to enter. We are under no obligation to enter only when you are present, and we may, but are under no obligation to, give prior notice or make appointments.

**29. 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. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease termination may be given only by a resident. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Any resident who defaults under this Lease will indemnify the nondefaulting residents and their guarantors.

**Replacements**


**30. Replacements and Subletting.**


**30.1 When Allowed.** Replacing a resident, subletting, licensing or assigning a resident's rights is allowed **only when we consent in writing**. If a departing or remaining resident finds a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (a) a reletting charge will not be due;
- (b) a reasonable administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; **and**
- (c) the departing and remaining residents will remain liable for all Lease obligations for the rest of the original Lease term.

**30.2 Procedures for Replacement.** If we approve a replacement resident, then, at our option: (A) the replacement resident must sign this Lease with or without an increase in the total security deposit; or (B) the remaining and replacement residents must sign an entirely new Lease. Unless we agree otherwise in writing, the departing resident's security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or to a security-deposit refund, but will remain liable for the remainder of the original Lease term unless we agree otherwise in writing—even if a new Lease is signed.

**30.3 Rental Prohibited.** You agree that you won't rent, or offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any person or service that advertises dwellings for rent.

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Your Initials: 

 Initials of Our Representative: \_\_\_\_\_

Responsibilities of Owner and Resident

31. Our Responsibilities.

- 31.1 **Generally.** We'll act with customary diligence to:
- (a) keep common areas reasonably clean, subject to Par. 25;
  - (b) maintain fixtures, hot water, heating, and air-conditioning equipment;
  - (c) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
  - (d) make all reasonable repairs, subject to your obligation to pay for damages for which you're liable.
- The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.

- 31.2 **Your Remedies.** *If we violate any of the above, you may possibly terminate this Lease and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:*
- (a) all rent must be current, and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;
  - (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time to repair or remedy; **and**
  - (c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease by giving us a final written notice.
- You also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.**

- 31.3 **Request by Mail.** Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, by registered mail, or by any trackable mail or delivery method through the postal service or a private delivery service—after which we'll have a reasonable time to repair or remedy. "Reasonable time" accounts for the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current when you make any request. We'll refund security deposits and prorated rent as required by law.

32. Default by Resident.

- 32.1 **Acts of Default.** You'll be in default if: (A) you don't timely pay rent or other amounts you owe; (B) you or any guest or occupant violates this Lease, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor; (F) any illegal drugs or paraphernalia are found in your apartment; or (G) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.
- 32.2 **Eviction.** *If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Notice may be given by: (A) regular mail; (B) certified mail, return receipt requested; (C) personal delivery to any resident; (D) personal delivery at the apartment to any occupant over 16 years old; (E) affixing the notice to the inside of the apartment's main entry door; or (F) securely affixing the notice to the outside of the apartment's main entry door as allowed by law. Notice by mail under (A) or (B) will be considered delivered on the earlier of actual delivery, or 3 days after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or a later reletting doesn't release you from liability for future rent or other Lease obligations. **After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due;** the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, to past or future rent or other sums, or to our continuing with eviction proceedings. **In an eviction, rent is owed for the full rental period and will not be prorated.**

- 32.3 **Acceleration.** Unless we elect not to accelerate rent, all monthly rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (A) you move out, remove property in preparing to move

out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all rent for the entire Lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

- 32.4 **Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (C) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease of a new resident who can't occupy because of the holdover; and (D) at our option, we may extend the Lease term—for up to one month from the date of notice of Lease extension—by delivering written notice to you or your apartment while you continue to hold over.

- 32.5 **Other Remedies.** We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means, including texting, calling your cell phone, and using an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. Upon your default, we have all other legal remedies, including Lease termination and statutory lockout under Texas Property Code sec. 92.0081, **except as lockouts and liens are prohibited by Texas Government Code sec. 2306.6738 for owners supported by housing-tax-credit allocations.** A prevailing party may recover reasonable attorney's fees and all other litigation costs from the nonprevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for the lawful removal of an animal or in any eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid.

- 32.6 **Mitigation of Damages.** If you move out early, you'll be subject to Par. 10 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all later rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

33. Other Important Provisions.

- 33.1 **Representatives' Authority; Waivers; Notice.** **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.** Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. **Our choice to enforce, not enforce or delay enforcement of written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.** Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should keep a copy or record of it. Fax or electronic signatures are binding. All notices must be signed. Notice may be given electronically **by us to you** if allowed by law. If allowed by law and in accordance with our policies, electronic notice **from you to us**



must be addressed to the email address we provide for notice purposes or submitted through an online portal.

**33.2 Miscellaneous.** All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to." Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Par. 3 begins.

**33.3 Severability.** If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease.

**34. Payments.** Payment of each sum due is an independent covenant. When we receive money, other than sale proceeds under Par. 14 or water payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent and late fees are due upon our demand. After the due date, we do not have to accept any payments.

**35. TAA Membership.** We represent that, at the time of signing this Lease, we, the management company representing us, or any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management-company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 8). If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

When Moving Out

36. Move-Out Notice.

**36.1 Requirements and Compliance.** Your move-out notice doesn't release you from liability for the full term of the Lease or renewal term. You'll still be liable for the entire Lease term if you move out early except under Par. 9, 17, 22, 23, or 31. **Your move-out notice must comply with each of the following:**

- (a) We must receive advance written notice of your move-out date. You must give notice in advance by at least the number of days required in Par. 3 or in special provisions—even if the Lease has become a month-to-month lease. Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, it will suffice for move-out on the last day of that month, as long as all other requirements below are met.
- (b) Your move-out notice must be in writing. An oral move-out notice will not be accepted and will not terminate your Lease.
- (c) Your move-out notice must not terminate the Lease sooner than the end of the Lease term or renewal period.
- (d) If we require you to give us more than 30 days' written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move-out is required.

**36.2 Unacceptable Notice.** **Your notice is not acceptable if it doesn't comply with all of the above.** We recommend that you use our written move-out form to ensure that you provide all the information needed. You must get from us

a written acknowledgment of your notice. If we fail to give a reminder notice, 30 days' written notice to move out is required. If we terminate the Lease, we must give you the same advance notice—unless you are in default.

**37. Move-Out Procedures.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Par. 10 and 32. You're prohibited by law from applying any security deposit to rent. You can't stay beyond the date you're supposed to move out. All residents, guests, and occupants must surrender or abandon the apartment 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.

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

**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 accounting or refunding.

**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 apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Par. 14; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 6 and 27; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices referenced in Par. 5 if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 32; and (C) a reletting fee if you've violated Par. 10. **We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.**


41. Deposit Return, Surrender, and Abandonment.


**41.1 Your Deposit.** We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise.

**41.2 Surrender.** You have **surrendered** the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) apartment keys and access devices listed in Par. 5 have been turned in to us—whichever happens first.

**41.3 Abandonment.** You have **abandoned** the apartment when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (C) you've been in default for nonpayment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; **and** (D) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also considered abandoned 10 days after the death of a sole resident.

**41.4 The Ending of Your Rights.** Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (Par. 14), but don't affect our mitigation obligations (Par. 32).

DS  
Your Initials: 

DS  
Initials of Our Representative: 

SUMMARY OF KEY INFORMATION

The Lease will control if there's a conflict with this summary.

■ Address: 1414 Wood Hollow Drive

■ Beginning date of Lease (Par. 3) 01/01/2022

■ Number of days notice for termination (Par. 3) 60

■ Total security deposit (Par. 4) \$ 0.00

■ Security deposit (Par. 4) ☐ does **OR** ☒ does not include an animal deposit.

■ Security deposit refund check will be by (Par. 4) (**check one**) ☒ one check jointly payable to all residents (default), **OR** ☐ one check payable to and mailed to \_\_\_\_\_

■ # of keys/access devices (Par. 5) for 1 unit, 1 mailbox, 1 other Fob/Remote

■ Your move-out notice will terminate Lease on (Par. 5): (**check one**) ☐ last day of month **OR** ☒ exact day designated in notice

■ Check here ☐ if the dwelling is to be furnished (Par. 5) ■ Check here ☒ if there is a concession addendum

■ Rent to be paid (Par. 6): (**check all that apply**) ☒ at the onsite manager's office, ☒ through our online payment site, **OR** ☐ at \_\_\_\_\_

■ Check here if included in monthly rent: ☐ garage, ☐ storage, ☐ carport, ☐ washer/dryer, or ☐ other \_\_\_\_\_

■ Total monthly rent (Par. 6) \$ 1915.00

■ Late fees if rent is not paid on or before (Par. 6) 3rd

■ Initial late fee (Par. 6) \$ \_\_\_\_\_ or 5 %

■ Returned-check charge (Par. 6) \$ 100.00

■ Monthly animal rent (if any) \$ \_\_\_\_\_

■ Monthly pest control (if any) \$ 2.00

■ Utilities paid by owner (Par. 7): (**check all that apply**) ☐ electricity, ☐ gas, ☐ water, ☐ wastewater, ☐ trash/recycling, ☐ cable/satellite, ☐ master antenna, ☐ Internet, ☐ stormwater/drainage, ☐ other \_\_\_\_\_

■ Utility connection charge (Par. 12) \$ 50.00

■ Agreed reletting charge (Par. 10) \$ 1627.75

■ Special provisions (Par. 9): \*No cash accepted. \*All pets must be approved by management. \*All lease addendums are considered part of the lease. If applicable, above rent amount includes garage, storage, and/or reserved parking.

■ Ending date of Lease (Par. 3) 12/31/2022

■ Consent for guests staying more than 7 days (Par. 2)

■ Animal deposit (if any) \$ 0.00

■ Prorated rent (Par. 6) for (**check one**) ☒ first month **OR** ☐ second month \$ 1915.00

■ Daily late fee (Par. 6) \$ \_\_\_\_\_ or 1 %

■ Animal violation charges (Par. 27)  
Initial \$ 100.00 Daily \$ 10.00

■ Monthly trash / waste (if any) \$ 30.00

■ You are: (**check one**) ☒ required to buy insurance **OR** ☐ not required to buy insurance (Par. 8)

Signatures and Attachments

- 42. Attachments.** We will provide you with a copy of the Lease as required by statute. This may be in paper format, in an electronic format if you request it, or by e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease and are binding even if not initialed or signed.
- ☒ Access Gate Addendum
  - ☒ Additional Special Provisions
  - ☒ Allocation Addendum for: ☐ electricity ☐ water ☒ gas ☐ central system costs ☐ trash/recycling ☐ cable/satellite ☒ stormwater/drainage ☒ services/government fees
  - ☒ Animal Addendum
  - ☒ Apartment Rules or Community Policies
  - ☐ Asbestos Addendum (if asbestos is present)
  - ☒ Bed Bug Addendum
  - ☒ Early Termination Addendum
  - ☒ Enclosed Garage, Carport, or Storage Unit Addendum
  - ☐ Intrusion Alarm Addendum
  - ☒ Inventory & Condition Form
  - ☐ Lead Hazard Information and Disclosure Addendum
  - ☐ Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs
  - ☐ Lease Contract Guaranty (guaranties, if more than one)
  - ☒ Legal Description of Apartment (optional, if rental term longer than one year)
  - ☐ Military SCRA Addendum
  - ☒ Mold Information and Prevention Addendum
  - ☒ Move-Out Cleaning Instructions
  - ☐ Notice of Intent to Move Out Form
  - ☐ Parking Permit or Sticker (quantity: \_\_\_\_\_)
  - ☒ Rent Concession Addendum
  - ☒ Renter's or Liability Insurance Addendum
  - ☐ Repair or Service Request Form
  - ☒ Satellite Dish or Antenna Addendum
  - ☐ Security Guidelines Addendum
  - ☐ PUC Tenant Guide to Water Allocation
  - ☒ Utility Submetering Addendum: ☐ electricity ☒ water ☐ gas
  - ☒ Other Trash/Recycling Flat Fee
  - ☒ Other Construction Addendum
  - ☒ Other Morgan Community Policies
  - ☒ Other Morgan Addendums

Name, address and telephone number of locator service (if applicable —must be completed to verify TAA membership under Par. 35):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After-hours phone number (713) 783-1414  
(Always call 911 for police, fire, or medical emergencies.)

**43. Class Action Waiver.** You agree that you 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 PAR. 43 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

Resident initials: 

**You are legally bound by this document. Please read it carefully. A facsimile or electronic signature on this Lease is as binding as an original signature.**

**Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.**

**You are entitled to receive a copy of this Lease after it is fully signed. Keep it in a safe place. This lease is the entire agreement between you and us. You are NOT relying on any oral representations.**

**Resident or Residents** (all sign below)

(Name of Resident)

Date signed

(Name of Resident)

Date signed

(Name of Resident)

Date signed

(Name of Resident)

Date signed

(Name of Resident)

Date signed

(Name of Resident)

Date signed

(Name of Resident)

Date signed

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

Address and phone number of owner's representative for notice purposes  
1414 Wood Hollow Dr  
Houston, Texas, 77057  
(713) 783-1414



LEASE ADDENDUM FOR EARLY TERMINATION OF LEASE CONTRACT

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the **TDC Tanglewood Real Estate** Owner, LLC Apartments in Houston, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Right of early termination.** We understand that circumstances may arise in the future that pose a need for you to terminate this TAA Lease Contract prior to the end of the lease term. The purpose of this addendum is to give you the right to do so—subject to any special provisions in paragraph 8 below. In order to terminate early, your notice must be signed by all residents listed in paragraph 1 of the TAA Lease Contract and you must comply with all provisions of this addendum.
3. **Procedures.** You may terminate the TAA Lease Contract prior to the end of the lease term and thus avoid any potential liability exposure for non-payment of rent for the remainder of the lease term *if all of the following occur*:
- (a) you give us written notice of early termination at least 60 days prior to your early termination date (i.e., your early move-out date), which (*check one*) ☐ must be the last day of a month or ☒ may be during a month;
  - (b) you specify the early termination date in the notice, i.e., the date by which you'll move out;
  - (c) you are not in default under the TAA Lease Contract on the date you give us the notice of early termination;
  - (d) you are not in default under the TAA Lease Contract on the early termination date (move-out date);
  - (e) you move out on or before the early termination date and do not hold over;
  - (f) you pay us a \$ 3830.00 early termination fee;
  - (g) you pay us the amount of any rent or other concessions you received when signing the TAA Lease Contract; and
  - (h) you comply with any special provisions in paragraph 8 below.
4. **Payment of fees and other sums.** The early termination fee in paragraph 3(f) is due and payable no later than 3 days after you give us your early termination notice. The repayment of any rent concessions or discounts you received during the TAA Lease Contract term will be determined by the Lease Addendum for Rent Concession or Other Rent Discount. This repayment and any other monetary obligations for the entire TAA Lease Contract term are due and payable on the same day as the early termination fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.
5. **Showing unit to prospective residents.** After you give us notice of early lease termination, paragraph 28 of the TAA Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your early termination date.
6. **Compliance essential.** Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the move-out date stated in your notice of early termination. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your early termination right and this addendum will be voided automatically. In that case; (1) any amounts you have paid under this addendum will become part of your security deposit, and (2) the lease will continue without early termination. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.
7. **Miscellaneous.** If moving out by the early termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to others. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the early termination date. Therefore, you may not stay beyond the early termination date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. “Default” as used in paragraphs 3(c) and 3(d) of this addendum means default as defined in paragraph 32 of the TAA Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the early termination date.
8. **Special provisions.** Your right of early termination (*check one*) ☐ is or ☒ is not limited to a particular fact situation. If limited, early termination may be exercised only if the following facts occur and the described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed form. Any false statements or documents presented to us regarding early termination will automatically void your early termination right and this addendum. The special provisions are: **Early termination fee is equal to (2) months market rent. In addition, there will be a chargeback for any and all Rent discounts/Concessions received.**

Signatures of All Residents

Signature of Owner or Owner's Representative

**November 1, 2021**

Date of TAA Lease Contract



Bed Bug Addendum

Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This addendum outlines your responsibility and potential liability when it comes to bed bugs. It also gives you some important information about them.

1. **Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:  
Apt. # 447 at TDC Tanglewood Real Estate Owner, LLC  
  
\_\_\_\_\_  
(name of apartments)  
or other dwelling located at \_\_\_\_\_  
  
\_\_\_\_\_  
(street address of house, duplex, etc.)  
\_\_\_\_\_  
(city)  
\_\_\_\_\_  
(state) \_\_\_\_\_ (zip).
2. **Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (Cimex lectularius) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.
3. **Inspection and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- **YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR**
- **YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.**

You represent and agree that you have read the information about bed bugs provided by us and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property and possessions and that you have fully disclosed to us any previous bed-bug infestation or issue that you have experienced.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs.

4. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

5. **Notification.** You must promptly notify us:
- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
  - of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling;
- AND**
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.
6. **Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
7. **Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.
8. **Transfers.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

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

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed
_____ (Name of Resident)	_____ Date signed

_____ Date signed
----------------------



# Bed Bugs

## A Guide for Rental-Housing Residents

*(Adapted with permission from the National Apartment Association)*

Bed bugs are wingless, flat, broadly oval-shaped insects, with a typical lifespan of 6 to 12 months. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don’t discriminate.

Bed bugs’ increased presence across the United States in recent decades is due largely to a surge in international travel and trade. It’s no surprise then that bed bugs have been found in some of the fanciest hotels and apartment buildings in some of the nation’s most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental-housing residents, out of shame, to avoid notifying owners of their presence. This only causes the bed bugs to spread.

While bed bugs are more attracted to clutter, they’re certainly not discouraged by cleanliness. Bottom line: bed bugs know no social or economic bounds; claims to the contrary are false.

### Bed bugs don’t transmit disease.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public-health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease-carrying pests. Again, claims associating bed bugs with disease are false.

### Learn to identify bed bugs.

Bed bugs can often be found in, around, behind, under, or between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Window and door frames
- Ceiling and wall junctions
- Crown moldings
- Wall hangings and loose wallpaper
- Carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Electronic devices, such as smoke and carbon-monoxide detectors

Because bed bugs leave some people with itchy welts similar to those made by fleas and mosquitoes, the

cause of welts like that often go misdiagnosed. One distinguishing sign is that bed-bug marks often appear in succession on exposed areas of the skin such as the face, neck, and arms. But sometimes a person has no visible reaction at all from direct contact with bed bugs.

While bed bugs typically act at night, they often leave signs of their presence through fecal markings of a red to dark-brown color, visible on or near beds. Blood stains also tend to appear when the bugs have been squashed, usually by an unsuspecting sleeping host. And because they shed, it’s not uncommon to find the skin casts they leave behind.

### Prevent bed-bug encounters when traveling.

Because humans serve as bed bugs’ main mode of transportation, it’s especially important to be mindful of bed bugs when away from home. Experts attribute the spread of bed bugs across all regions of the United States largely to increases in travel and trade, both here and abroad. So travelers are encouraged to take a few minutes on arriving to thoroughly inspect their accommodations before unpacking. Because bed bugs can easily travel from one place to another, it’s also a good practice to thoroughly inspect luggage and belongings for bed bugs before heading home.

### Know the bed-bug dos and don’ts.

- **Don’t** bring used furniture from unknown sources into your dwelling. Countless bed-bug infestations have stemmed directly from bringing home second-hand and abandoned furniture. Unless you are absolutely sure that a piece of second-hand furniture is bed-bug-free, you should assume that a seemingly nice looking leather couch, for example, is sitting curbside waiting to be hauled off to the landfill because it’s teeming with bed bugs.
- **Do** inspect rental furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Do** address bed-bug sightings immediately. Rental-housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Don’t** try to treat bed-bug infestations yourself. Health hazards associated with the misapplication of traditional and nontraditional chemical-based insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.
- **Do** comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed-bug-eradication protocol set forth by both your owner and their designated pest-management company.

LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the **TDC Tanglewood Real Estate Owner, LLC** in Houston, Texas Apartments **OR** the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.
2. **Flat fee for trash/recycling costs.** Your monthly rent under the TAA Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ 30.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ 0.00 per month (not to exceed \$3) for processing and billing.
- Your trash/recycling bill may include state and local sales taxes as required by state law.
3. **Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ \_\_\_\_\_ (not to exceed \$3) if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

November 1, 2021  
Date of TAA Lease Contract





Mold Information and Prevention Addendum

Date of Lease: November 1, 2021  
(when the Lease is filled out)

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.

1. **Addendum.** This is an addendum to the Lease Contract executed by you, the resident or residents, on the dwelling you have agreed to rent.

That dwelling is: Unit # 447

at TDC Tanglewood Real Estate Owner, LLC

(name of apartments)

or other dwelling located at

(street address of house, duplex, etc.)

City/State/Zip where dwelling is located:

2. **About Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without molds we would all be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow inside a dwelling when excess moisture is present. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

3. **Preventing Mold Begins with You.** To minimize the potential for mold growth in your dwelling, you must:

- Keep your dwelling clean—particularly the kitchen, the bathrooms, carpets, and floors. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.
- Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines—especially if the leak is large enough for water to seep into nearby walls. If your dwelling has them, turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots. Also when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air-conditioning or heating-system problems you discover. Follow any of our rules about replacing air filters. It’s also good practice to open windows and doors periodically on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your dwelling dry out.
- Promptly notify us in writing of any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation as necessary.

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

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

5. **Cleaning Mold.** If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide such as Lysol Disinfectant®, Original Pine-Sol® Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner + Bleach. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any mold you see—mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets—provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes.

6. **Warning for Porous Surfaces and Large Surfaces.** Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

7. **Compliance.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions about this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can’t fix problems in your dwelling unless we know about them.

Resident or Residents (all sign below)

Owner or Owner’s Representative (sign below)

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

DocuSigned by:

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

DocuSigned by:



LEASE ADDENDUM FOR ACCESS CONTROL DEVICES

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the TDC Tanglewood Real Estate Owner, LLC in Houston, Texas. Apartments
2. **Remote control/cards/code for gate access.**
- ☒ **Remote control for gate access.** Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ 100.00 non-refundable fee.
  - ☐ **Cards for gate access.** Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ \_\_\_\_\_ non-refundable fee.
  - ☒ **Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.
3. **Damaged, lost or unreturned remote controls, cards, key fobs or code changes.**
- ☒ If a remote control is lost, stolen or damaged, a \$ 100.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ 100.00 deduction from the security deposit.
  - ☒ If a card is lost, stolen or damaged, a \$ 100.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ 100.00 deduction from the security deposit.
  - ☒ We may change the code(s) at any time and notify you accordingly.
4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.
5. **Follow written instructions.** You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.
6. **Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.
7. **Rules in using vehicle gates.**
- Always approach entry and exit gates with caution and at a very slow rate of speed.
  - Never stop your car where the gate can hit your vehicle as the gate opens or closes.
  - Never follow another vehicle into an open gate. Always use your card to gain entry.
  - Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
  - Never force the gate open with your car.
  - Never get out of your vehicle while the gates are opening or closing.
  - If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
  - Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
  - If you lose your card, please contact the management office immediately.
  - Do not give your card or code to anyone else.
  - Do not tamper with gate or allow your occupants to tamper or play with gates.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

November 1, 2021  
Date of TAA Lease Contract



INSURANCE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the **TDC Tanglewood** **Real Estate Owner, LLC** Apartments in Houston, Texas.  
OR the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.  
The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Required insurance policy.** You understand and agree that paragraph 8 of the Lease and this addendum require Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in paragraph 1 of the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with paragraph 8 and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.
3. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provides you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at [www.tdi.texas.gov](http://www.tdi.texas.gov) may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.
4. **Default.** You understand and agree that your failure to comply with either the requirements specified in paragraph 8 of the Lease, this addendum, or both is a material breach by you of the Lease and a default under paragraph 32.1(B) of the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by paragraph 8 of the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of \$ \_\_\_\_\_ (which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance addendum). Owner will agree to forego commencement of an eviction based upon non-compliance with this addendum for a one-month period, during which you shall come into compliance with this addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies under this paragraph for any subsequent months. The foregoing payment is due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF SAID AMOUNT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS SUMMARIZED IN PARAGRAPH 2 OF THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED IN THIS PARAGRAPH, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in this Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

**NOTICE TO RESIDENT:** YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative

**November 1, 2021**

\_\_\_\_\_  
Date of TAA Lease Contract

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. 447 in the TDC Tanglewood Real Estate  
Owner, LLC Apartments  
in Houston, Texas  
  
**OR**  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.
2. **Number and size.** You may install 0 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.
3. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
4. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
5. **Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.
8. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 41, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident. or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna. or related equipment. You will not be responsible for normal wear and tear
9. **Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 100000., which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.
10. **Security deposit.** Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$ 0.00 ☒ effective at time of installation or ☐ effective within \_\_\_\_\_ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.
11. **When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
12. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

November 1, 2021

\_\_\_\_\_  
Date of TAA Lease Contract



WATER AND WASTEWATER SUBMETERING ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the **TDC Tanglewood Real Estate Owner, LLC** Apartments in Houston, Texas
- OR
- the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.
2. **PUC.** Water conservation by submeter billing is encouraged by the Public Utility Commission of Texas (PUC). Submeter billing is regulated by PUC rules, and a copy of the rules is attached to this addendum. This addendum complies with those rules.
3. **Mutual Conservation Efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to follow the water-conservation suggestions listed in the checklist below.
4. **Submeter Billing Procedures.** Your monthly rent under the TAA Lease does not include a charge for water and wastewater. Instead, you will receive a separate monthly bill from us for submetered water and wastewater use, as follows:
- (A) Your monthly water and wastewater bill will conform to all applicable rules of the PUC (see attached).
- (B) As permitted by state law, a service fee of 9% (not to exceed 9%) will be added to your monthly water-service charges.
- (C) No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.
- (D) We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.281.
- (E) We will bill you monthly for your submetered water consumption from approximately the 1 day of the month to the 31 day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.
- (F) PUC rules require us 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 \$ 27.18 per unit, varying from \$ 1.30 for the lowest month's bill to \$ 108.21 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.
- (G) During regular weekday office hours, you may examine: (1) our water and wastewater bills from the utility company; (2) our calculation of your monthly submeter bill; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
5. **Your Payment-Due Date.** Payment of your submeter water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.

A CHECKLIST OF IDEAS FOR WATER CONSERVATION IN YOUR DWELLING

The cumulative effect of many small water conservation tips can be substantial. Residents are encouraged to conserve water.

Report all leaks immediately

- Immediately report all leaks to the management office. A faucet or sprinkler head with a small drip can waste up to 600 gallons per month. A toilet that continues to run after filling the tank—even slightly—can waste as much as 200 gallons a day.

When in the bathroom

- Never use the toilet as a wastebasket or flush anything other than toilet paper.
- When brushing your teeth, turn off the water until you need to rinse your mouth. This can save up to 4 gallons a minute.
- Take a shorter shower. If you cut just one minute off your shower time, it can save a significant amount of water. Showers and baths normally use up to 50 percent of interior water consumption.
- When shaving, either turn off the water after rinsing your razor or fill the sink with hot water instead of letting the faucet run.
- Don't leave water running while cleaning bathroom fixtures.

When in the kitchen

- Run your dishwasher only when you have a full load.
- If you wash dishes by hand, don't leave the water running while rinsing dishes. This will conserve 8-to-15 gallons per day.
- When cleaning vegetables, use a basin rather than letting the faucet run.
- Use your disposal sparingly, and never for just a few scraps.

When doing the laundry

- Wash full loads only, or if it is an option, adjust the water level to match the size of the load. This will conserve 75-to-200 gallons a week. Many washing machines uses more than 40 gallons for each load of laundry.
- Use cold water as often as possible to minimize shrinkage of garments and to save energy.

When watering the yard

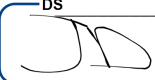
- Water longer, deeper and less frequently.
- Water early in the day and avoid creating runoff.
- Follow your community's watering restrictions during periods of drought.

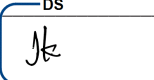
Signatures of All Residents

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Owner or Owner's Representative

November 1, 2021  
Date of TAA Lease Contract

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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

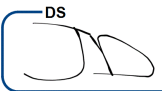
\$24.275. General Rules and Definitions.

- (a) Purpose and scope. The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving submetered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safeguards for tenants.
- (b) Application. The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a submetered or allocated basis. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple-use facility to charge, bill for, or collect rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.
- (c) Definitions. The following words and terms, when used in this subchapter, have the 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) Condominium manager – A condominium unit owners’ association organized under Texas Property Code §82.101, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code. Condominium Manager and Manager of a Condominium have the same meaning.
  - (4) Customer service charge – A customer service charge is a rate that is not dependent on the amount of water used through the master meter.
  - (5) Dwelling unit – One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities; a unit in a multiple use facility; or a manufactured home in a manufactured home rental community.
  - (6) Dwelling unit base charge – A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.
  - (7) Manufactured home rental community – A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.
  - (8) Master meter – A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.
  - (9) Multiple use facility – A commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.
  - (10) Occupant – A tenant or other person authorized under a written agreement to occupy a dwelling.
  - (11) Overcharge – The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant’s dwelling unit after a violation occurred relating to the assessment of a portion of utility costs in excess of the amount the tenant would have been charged under this subchapter. Overcharge and Overbilling have the same meaning.
  - (12) 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.
  - (13) Point-of-use submeter – A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.

- (14) Submetered utility service – Water utility service that is master metered for the owner by the retail public utility and individually metered by the owner at each dwelling unit; wastewater utility service based on submetered water utility service; water utility service measured by point-of-use submeters when all of the water used in a dwelling unit is measured and totaled; or wastewater utility service based on total water use as measured by point-of-use submeters.
- (15) Tenant – A person who owns or is entitled to occupy a dwelling unit or multiple use facility unit to the exclusion of others and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.
- (16) Undercharge – The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant’s dwelling unit less than the amount the tenant would have been charged under this subchapter. Overcharge and Overbilling have the same meaning.
- (17) Utility costs – Any amount charged to the owner by a retail public utility for water or wastewater service. Utility Costs and Utility Service Costs have the same meaning.
- (18) Utility service – For purposes of this subchapter, utility service includes only drinking water and wastewater.

\$24.277. Owner Registration and Records.

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

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- community, or multiple use facility used for billing if dwelling unit size or rental space is used;
- (7) for submetered billing:
- (A) the calculation of the average cost per gallon, liter, or cubic foot;
- (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant’s submeter measurement to that used by the retail public utility;
- (C) all submeter readings; and
- (D) all submeter test results;
- (8) the total amount billed to all tenants each month;
- (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
- (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
- (g) Availability of records
- (1) If the records required under subsection (e) of this section are maintained at the on-site manager’s office, the owner shall make the records available for inspection at the on-site manager’s office within three days after receiving a written request.
- (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager’s office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
- (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant’s dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.
- (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

§24.279. Rental Agreement.

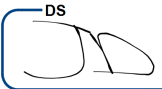
- (a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:
- (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
- (2) which utility services will be included in the bill issued by the owner;
- (3) any disputes relating to the computation of the tenant’s bill or the accuracy of any submetering device will be between the tenant and the owner;
- (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month’s bills for that period;
- (5) if not submetered, a clear description of the formula used to allocate utility services;
- (6) information regarding billing such as meter reading dates, billing dates, and due dates;
- (7) the period of time by which owner will repair leaks in the tenant’s unit and in common areas, if common areas are not submetered;
- (8) the tenant has the right to receive information from the owner to verify the utility bill; and
- (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24,1 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.

§24.281. Charges and Calculations.

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

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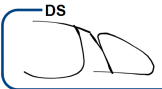
- submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
- (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
  - (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.
- (2) To calculate a tenant's bill:
- (A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:
    - (i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
    - (ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
      - (I) dwelling unit with one occupant = 1;
      - (II) dwelling unit with two occupants = 1.6;
      - (III) dwelling unit with three occupants = 2.2; or
      - (IV) dwelling unit with more than three occupants =  $2.2 + 0.4$  per each additional occupant over three; or
    - (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
      - (I) dwelling unit with an efficiency = 1;
      - (II) dwelling unit with one bedroom = 1.6;
      - (III) dwelling unit with two bedrooms = 2.8;
      - (IV) dwelling unit with three bedrooms =  $4 + 1.2$  for each additional bedroom; or
    - (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or
    - (v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;
  - (B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;
  - (C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:
    - (i) any of the factors developed under subparagraph (A) of this paragraph; or
    - (ii) the area of the individual rental space divided by the total area of all rental spaces; and
  - (D) for a multiple use facility, the owner shall multiply the amount

established in paragraph (1) of this subsection by:

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

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

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- (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.

**\$24.287. Submeters or Point-of-Use Submeters and Plumbing Fixtures.**

- (a) Submeters or point-of-use submeters

(1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.

(2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.

(3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.

(4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point- of-use and branch- water submetering systems.

(5) Location of submeters and point-of-use submeters. Submeters and

- point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.
- (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:

(A) an identifying number;

(B) the installation date (and removal date, if applicable);

(C) date(s) the submeter or point-of-use submeter was calibrated or tested;

(D) copies of all tests; and

(E) the current location of the submeter or point-of-use submeter.
- (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:

(A) provide evidence, at no charge to the tenant, that the submeter or point-of- use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or

(B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.
- (8) Billing for submeter or point-of-use submeter test.

(A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters. PROJECT NO. 42190 PROPOSAL FOR ADOPTION PAGE 345 OF 379.

(B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.

(C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.
- (9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with \$24.125(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA’s meter testing requirements. For point-of-use meters, an owner shall comply with ASME’s meter testing requirements.
- (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:

(1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;

(2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and

(3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:

(A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and

(B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
- (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.



LEASE ADDENDUM REGARDING  
MOVE-OUT NOTICE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the **TDC Tanglewood Real Estate Owner, LLC** \_\_\_\_\_ Apartments in **Houston** \_\_\_\_\_, Texas OR the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

2. **Replacement of Lease Contract language.** The language of paragraph 36 of the TAA Lease Contract is entirely replaced by the language of this addendum.

3. **Move-out notice.** Before moving out, you must give our representative advance written move-out notice as provided below.

Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under the situations provided in paragraphs 2, 9, 17, 23 or 31. YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions--even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of

intended move out, provided that all other requirements below are met.

- The move-out date in your notice *[check one]*:  
☐ must be the last day of the month; or ☒ may be the exact day designated in your notice. *If neither is checked, the second applies.*
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- If we require you to give us more than 30 days written notice to move out before the end of the lease term, we will give you one written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. For month-to-month leases under such circumstances, you acknowledge that you must give us 60 days move-out notice, but we are not required to give you any additional advance reminder notices.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

**Resident or Residents**  
*[All residents must sign here]*

Jonathan Denning

**Owner or Owner's Representative**  
*[signs here]*

**Date of Lease Contract**  
**November 1, 2021**

LEASE ADDENDUM ADDRESSING CARRYING HANDGUNS ONSITE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the TDC Tanglewood Real Estate Owner, LLC Apartments in Houston, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Texas law.** Texas allows qualified people to carry a firearm in the state. However, we may restrict carrying firearms on our property, with the exception of transporting firearms from a vehicle to an apartment. If we provide notice of our policy restricting the carrying of firearms, and you do not comply, you will be in violation of the Lease and may be engaging in criminal trespass.
3. **Community firearm carry policy.** Whether or not you hold a license under the Texas handgun licensing law, by signing this addendum, you understand and agree as follows (the specific agreements are indicated by the options that are marked):
- ☐ Option 1: Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun. The only exception is that we allow persons to transport their firearms between their vehicles and their apartments.
  - ☒ Option 2: Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly. The only exception is that we allow persons to transport their firearms between their vehicles and their apartments.
  - ☐ Option 3: Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter ☐ the leasing office or ☐ any common rooms/amenities of this property with a concealed handgun. (If neither is checked, concealed handguns are prohibited in both).
  - ☐ Option 4: Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter ☐ the leasing office or ☐ any common rooms/amenities of this property with a handgun that is carried openly. (If neither is checked, openly carried handguns are prohibited in both).
  - ☐ Option 5: Pursuant to Section 30.05, Penal Code (criminal trespass), a person may not enter this property with a firearm, other than to transport their firearm(s) between their vehicle(s) and their apartment(s), as long as firearms are not in plain view.
4. **General acknowledgment and agreement.** By signing this addendum, you acknowledge and agree that:
- (a) you and your occupants and guests will adhere to any of our other policies concerning firearms as set forth in the Lease or any community policies we issue;
  - (b) you have been provided the apartment community's policy or policies concerning firearms and will follow them;
  - (c) you will inform all of your occupants or guests what the apartment community's policy or policies concerning firearms are and that they are subject to the same policy or policies as you;
  - (d) you understand that a violation of this addendum will be a violation of the Lease and could be considered criminal trespass under Texas law; and
  - (e) you will promptly provide written notice to us of any violations of our firearm or other weapons policies that you observe.
5. **Assumption of risk/waiver.** By signing this addendum and taking possession of the apartment, you acknowledge and agree that:
- (a) we do not guarantee a gun-free environment at the apartment community and we cannot guarantee anyone's safety;
  - (b) no action or omission by us under this addendum may be considered a waiver of our rights, or of any subsequent violation, default, or time or place of performance, even if we have actual knowledge of, or have been provided with written notice of a violation;
  - (c) our efforts to restrict the carrying of handguns and/or firearms at the apartment community do not in any way enlarge, restrict or otherwise change the standard of care that we would have to you or any other household in the apartment community to render any areas in the apartment community any safer, more secure, or improved as compared to any other rental property;
  - (d) we disclaim any express or implied warranties that any part of the apartment community will have any higher or improved safety or security standards than any other rental property;
  - (e) we cannot and do not warrant or promise that any part of the apartment community is or will be free from handguns, firearms, or other weapons; and
  - (f) our ability to effectively monitor or enforce this addendum depends in large part on your and your occupants' and guests' cooperation and compliance.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

November 1, 2021

\_\_\_\_\_  
Date of TAA Lease Contract

LEASE ADDENDUM FOR ALLOCATING NATURAL GAS COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the TDC Tanglewood Real Estate Owner, LLC Apartments in Houston, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Reason for allocation.** When natural gas bills are paid by the property owner, residents have no incentive to conserve gas and heat. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. On the other hand, allocation of gas raises everyone's awareness of the need to conserve gas and heat and to pay attention to the thermostat and heat loss through open doors or windows. It should therefore minimize the necessity for rent increases to cover wasteful practices of other residents regarding heating and gas consumption.
3. **Your payment due date.** Payment of your allocated gas bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of \$\_\_\_\_\_ (not to exceed \$3) if we do not receive timely payment. If you are late in paying the gas bill, we may not cut off your gas; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.
4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does not include a charge for natural gas. Instead, you will be receiving a separate bill from us each month for gas. We may include this item as a separate and distinct charge as part of a multi-item bill.
- You agree to and we will allocate the monthly gas bill for the apartment community based on the allocation method checked below.
- ☐ A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e., your unit's square footage divided by the total square footage in all apartment units.
  - ☐ A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e., the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units.)
  - ☒ Half of your allocation will be based on your apartment unit's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.
  - ☐ Per dwelling unit
  - ☐ Other formula
5. **Common area deduction.** Only the total mastermeter gas bill will be allocated. Before the bill is allocated, a deduction of 2 percent will be made to cover estimated gas consumption in any common areas, such as: (1) gas dryers and room heating in laundry rooms; or (2) hot water heating for pools, spas or laundry rooms. Penalties or interest for any late payment of the mastermeter gas bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 0.00 per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.
6. **Change of allocation formula.** The above allocation formula for determining your share of the natural gas bill cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.
7. **Right to examine records.** You may examine our gas bills from the utility company and our calculations relating to the monthly allocation of the gas bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.

Signatures of All Residents

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Owner or Owner's Representative

November 1, 2021

Date of TAA Lease Contract



MORGAN  
THE HAYWORTH  
CLEANING/REPAIR/REPLACEMENT CHARGE LIST ADDENDUM TO RENTAL AGREEMENT

Property: The Hayworth      Resident(s): Jonathan Denning      Apt. # 447

This document is incorporated into and shall become part of the Rental Agreement between the above Community and Resident dated 11/02/2021

Normal Charges. We do not consider general cleaning of any kind to be a condition of normal wear and tear. Listed below are the specific cleaning, repair, and replacement charges if done by Management.

CLEANING (minimum charges for each if applicable):			
Oven:	\$ 25.00	Commode:	\$ 10.00
Range Hood:	\$ 10.00	Switch Plates:	\$ 2.00
Vent Hood :	\$ 10.00	Windows/Sills:	\$ 5.00
Refrigerator:	\$ 10.00	Blinds:	\$ 7.50
Kitchen Floor:	\$ 15.00	Patio Door :	\$ 10.00
Kitchen Counters:	\$ 10.00	Balcony:	\$ 10.00
Kitchen Cabinets:	\$ 20.00	Storage/Utility:	\$ 10.00
Kitchen Cabinets (Face):	\$ 5.00	Computer Desk:	\$ 10.00
Kitchen Drawers:	\$ 5.00	Bookshelves:	\$ 10.00
Kitchen Sink:	\$ 5.00	Vacuum Carpet:	\$ 20.00
Dishwasher:	\$ 10.00	Fireplace (if applicable):	\$ 15.00
Light Fixture:	\$ 2.00	Washer/Dryer:	\$ 7.50
Bath Tub:	\$ 15.00	Vents:	\$ 3.00
Shower/Tile:	\$ 15.00	All Fixtures:	\$ 4.00
Bathroom Sink:	\$ 5.00	Ceiling Fan:	\$ 10.00
Bathroom Floor:	\$ 10.00	Tile Entry:	\$ 15.00
Bath Counters:	\$ 10.00	Cleanout Garage:	\$ 50.00
Bath Cabinets:	\$ 10.00	Ozone Treatment:	\$ T&M
Bath Mirror:	\$ 5.00	Pet Treatment	\$ T&M
Microwave:	\$ 10.00		
REPLACEMENT (flat charges for each if applicable):			
Oven Rack:	\$ 20.00	Peep Hole:	\$ 10.00
Burner Coils:	\$ 20.00	Light Fixture	\$ T&M
Drip Pan:	\$ 5.00	Exterior/Interior Door:	\$ T&M
Control Knobs:	\$ 5.00	Patio Door:	\$ T&M
Sink Strainer	\$ 2.50	Screens:	\$ T&M
Grbg Disposal Cover:	\$ 2.50	Window Covering:	\$ T&M
Towel Bar:	\$ T&M	Mailbox Keys:	\$ 25.00
Shower Rod:	\$ 15.00	Door Keys: (per door)	\$ 50.00
Toilet Seat:	\$ 25.00	Vinyl/Linoleum Flooring:	\$ T&M
Smoke Alarm:	\$ 20.00	Garage Door Opener:	\$ 100
Outlet Plate:	\$ 3.00	Carport Tag:	\$ N/A
Switch Plates:	\$ 3.00	Gate Remote:	\$ 100
Carpet Replacement:	\$ T&M	Key Fob/Access Device:	\$ 100
Broiler Pan/Rack (if applicable):	\$ 25.00	Appliance:	\$ T&M
Fire Extinguisher:	\$ T&M	Valet Trash Can	\$ T&M
GENERAL LABOR (per hour if applicable):			
Trash Removal (per bag):	\$ 25.00	Remove Wallpaper:	\$ T&M
Furniture Removal:	\$ T&M	Repair Holes	\$ T&M
Additional Cleaning:	\$ T&M	Countertop Repair:	\$ T&M
General Repair:	\$ T&M	Vinyl/Linoleum Repair:	\$ T&M
Carpet Repair:	\$ T&M	Porcelain Repair:	\$ T&M
Sheetrock Repair:	\$ T&M	Tub Repair:	\$ T&M
Paint Color Change	\$ T&M	Photo Documentation:	\$ T&M
Satellite Dish Removal:	\$ T&M	(if applicable)	

Nothing herein shall be construed as a limitation upon the Management or Agent’s right to pursue cause for damages not specifically listed herein. Any other damages or repair will be done on “Time and Materials.”

Executed on 11/02/2021

Resident(s) Signed by:  
(All Residents must sign)

<u>Jonathan Denning</u>	<u>11/2/2021</u>		
	Date		Date
	Date		Date
	Date		Date
	Date		

Owner’s Representative: \_\_\_\_\_  
Date \_\_\_\_\_

MORGAN  
THE HAYWORTH  
COMMUNITY RULES & REGULATIONS

This agreement entered this 11/02/2021 by and between The Hayworth (referred to as “Owner” and Jonathan Denning (referred to as “Resident”).

The purpose of the Community Rules & Regulations is to supplement the terms. Covenants and provisions of the Apartment Lease Agreement (the “lease”) executed by Resident or the lease of apartment address 1414 Wood Hollow Drive #447, Houston, TX 77057 in consideration of their mutual promises contained herein and in the lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and provisions of these Rules & Regulations. Owner may adopt new policies and rules or amendments to this document upon giving thirty (30) day notice in writing to Resident.

- I. ACCESS REMOTE/ACCESS CARD/ACCESS KEY (if applicable)
- 1.) One (1) access remote/access card/access key per lease holder will be issued at move-in. The replacement cost for the access remote/access card/access key is \$100 each. Additional access remote/cards are not available for an additional fee of \$100 each. Some amenity areas, parking garage entrance and exit gates, building entrance and exits and pedestrian entrances may require an access remote/access card/access key to permit entry or may only require a code. Residents and guests must observe posted signs concerning entering and exiting all parking garages (if applicable). The Owners assume no liability for damage caused to vehicles by the automatic gates (if applicable).

2.) All guests must park in Visitor Parking.
- II. ACCESS GATE (if applicable)
- 1.) Owner and Management does not promise, warrant, or guarantee the safety or security of resident or his/her personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings. Resident should contact an insurance agent to arrange appropriate fire and theft insurance for their vehicles and other personal property.

2.) No security system, courtesy patrol, or access gate can guarantee protection against crime. Access gates are frequently subject to mechanical malfunction, tampering, and damage and can be defeated or avoided.

3.) If access gates are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism or even be operational. Therefore, Management does not warrant that any access gates will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any access gates at any time; Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Management.

4.) I have read, understand and agree with the above notice. I have received no representations or warranties, either expressed or implied, as to any access gates, or guarantee that the apartment community was or will be free from crime. The responsibility for protecting me, my property, my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.

5.) I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that Management shall not be liable to me based upon any claim that security was not provided or access gates failed. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event any access gate is not functional or fails. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.
- III. NOISE AND CONDUCT
- 1.) Resident’s are asked to observe quiet hours from 10pm-8am. Noise of any kind, including but not limited to; loud voices, all musical instruments, television set, stereos, radios, etc., must be kept at a level that does not disturb your neighbors. Subwoofers and surround sound are often a problem in apartment homes. Should Management receive any complaint you will be asked to remove it. Non-compliance may result in non-renewal or eviction.

2.) Serious or repeated damage to your apartment or the common areas is a default for which your lease may be terminated.

3.) Smoking is not permitted in apartments. Resident understands and agrees that any damage caused by or related to cigarette, pipe, cigar smoking or any tobacco product shall not constitute ordinary wear and tear. Resident will be responsible for all damages and/or costs for the cleaning or repairing of any damages caused by or related to any tobacco product, including, but not limited to; deodorizing the apartment, sealing and painting walls and ceiling, and repairing or replacing the carpet and/or pad and other flooring.

4.) The property facilities are for the exclusive use of the resident and their guest(s). Guest(s) are limited to 2 per lease holder. Resident must accompany their guest(s) at all times. Residents will be given priority over guest(s) for the use of all facilities. Resident shall be responsible and liable for the conduct of his/her guest(s). Acts of guest(s) in violation of this agreement or these rules and regulations may be deemed by Owner to breach by resident.

5.) Resident agrees to abide by rules and regulations established for use of recreational, health and service facilities provided by Owner.

6.) Entrance, walks, lawns and other public areas shall not be obstructed. Recreational equipment and toys such as tricycles, skateboards, roller skates/blades, scooters, wagons, etc. will be of size and quantity to permit storage inside the apartment or on enclosed patios, if such is available. The use of these items will not be permitted on community streets, walkways or parking lots.

7.) Any persons under the age of 18 must be accompanied by a parent or guardian at all times and is not permitted to be in any of the common area facilities without supervision.

8.) Resident shall not display any signs or markings of any kind on apartment.

9.) Any disruptive behavior, including noise complaints, will result in action including temporary or permanent suspension of the use of the facilities, issuance of a Three-Day Notice to Comply or Quit, and/or eviction proceedings at the sole discretion of management.

10.) No yard, garage, tag, or rummage sales are permitted at any time or place in the community.

11.) Resident shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, occupants, guests, invitees, or directed at management, its agents, its employees or vendors.

12.) Residents shall not keep or feed stray domestic animals in their apartments or anywhere in the community and must immediately report all strays to management.

13.) Conducting any kind of business in the apartment or community (except Live/Work and Retail units subject to business permit restrictions) is prohibited except that business conducted in a home office by computer, mail, telephone, e-mail or fax is permissible if customers, clients, patient or other business invitees do not come to the apartment for business purposes.

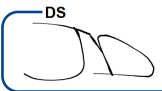
14.) Hallways, entrances, breezeways, stairways, garages, or any other common areas shall not be obstructed in any way or used for any purpose except as access to and from apartments. Storage of any items in these areas may represent a fire or building code violation and is not permitted.


15.) All doors and gates must be closed and locked at all times. If you or your guests fail to protect the door and/or gate and its associated hardware during move in, move out or entry and exit onto the property, you will be subject to damage charges, a fine of T&M and a lease violation.

16.) Resident shall not leave bicycles, strollers, toys, wagons, shopping carts, old furniture, clothing, brooms, mops, garbage cans, wood, newspapers or any other items in hallways, entrances, breezeways, sidewalks, stairways, patios/balconies or other common areas even for short periods of time.

17.) Residents shall conduct themselves, family, guest(s) and other persons who are in or near the apartment with resident’s consent to conduct themselves in a manner which will not 1) violate any Federal, State or local law, rule, regulation or authority. 2) Disturb, in management’s sole judgment, the rights, comfort, privacy, or convenience of other residents in their apartments or of other persons in or near the apartment community; or 3) injure, in management’s sole judgment, the reputation, safety or desirable social environment of the apartment community.

18.) Unless otherwise instructed by apartment rules or notices, in freezing weather (if applicable) resident shall, for 24 hours a day until such freezing weather ends do the following: 1) keep the apartment heated to at least 50 degrees; 2) keep all cabinets and closet doors open and 3) run a light stream of water out of all hot and cold water faucets.
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IV. CLEANLINESS AND TRASH

- 1.) Residents acknowledges receipt of the trash addendum (if applicable), which is hereby incorporated as part of the Lease. Resident further acknowledges that owner has reviewed all of the above provisions with the Resident and that Resident understands and agrees to abide by all such provisions. Resident further understands that failure to abide by said provisions shall constitute a material breach of the Lease, and may result in termination of the Resident’s tenancy as provided in the lease and/or by law.
- 2.) Trash chutes/dumpster/trash compactors (if applicable) are located on the property. Trash is not to be left at entrances, hallways, patios, breezeways or common areas at any time. If you are found in violation of these criteria, you may be charged up to \$25 per bag for removal.
- 3.) The apartment must be kept clean, sanitary and free from objectionable odor. Resident must not affect the health or safety of an ordinary tenant and whose tenancy would constitute a direct threat to the health and safety of other individuals or whose tenancy would result in substantial physical damages to the property of others.
- 4.) No littering of papers, cigarette butts or any other trash is allowed around the apartment or in any common areas. No trash or other materials may be allowed to accumulate in or around apartment, or in any of the common areas, which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 5.) No goods or materials of any kind or description, which are combustible or would increase fire risk shall be taken or placed in or around the apartment, common area, HVAC/water heater closet, trash chute/dumpster/trash compactors or storage area (if applicable). Owner shall not be liable to Resident for any loss or damage to Resident’s personal property as a result of any unauthorized placement or storage. Further, Resident shall be solely liable to any third parties, including but not limited to Owner, for any loss or damage to real or personal property belonging to third parties as a result of such unauthorized placement of storage.
- 6.) Resident shall not cause or permit the escape, disposal, or release or any biological chemical or other hazardous substance, or material on or in the apartment or apartment complex.
- 7.) Patios and balconies shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, boxes, mops, brooms, or other unsightly items shall be stored, hung, or draped on railings or other portions of the balcony or patio. Management has the right to refuse any belongings other than approved patio furniture and plants from all patios or balconies. Only Management approved door mats are allowed to be used at any and all door entrances. Any violations are subject to fine and management removal. No motorcycles or bicycles are allowed to be parked on patios.
- 8.) Moving boxes should not be left at entrances, hallways, patios, breezeways or common areas at any time. Boxes should be broken down before discarded into trash dumpsters or at other places designated by Management.
- 9.) Items too large for the trash chutes/compactors/dumpsters (if applicable) MAY NOT be left beside the trash chutes/compactors/dumpsters (if applicable). The resident should dispose of such items.
- 10.) All white blinds must remain on windows to present a uniform appearance. Drapes or shades installed by resident, when allowed, must be lined in white and present a uniform exterior appearance. No foil, flag, signs, exterior lights, markings, awnings or other projections shall be displayed or attached to the inside or outside of the building of which apartment is a part. Holiday decorations may be displayed, but must be removed within two weeks of the holiday.
- 11.) Recycling efforts are strongly encouraged of each resident to help in abiding with the City’s Recycling Program.
- 12.) Valet Trash (if applicable) is provided for the residents from Sun-Thurs. Trash containers are provided and must be set outside your doors between 6pm-8pm. All trash must be securely tied and in bags. Collection starts promptly at 8pm. Any containers that are not out during the posted collection times will not be picked up on that night. After collection, residents are required to bring containers inside by on the following morning. If container/trash is left out for any reason during non-designated times, you will be subject to a violation and a \$25 fine. Any container that is left outside before these hours will result in a \$25 fine. If the problem persists beyond the violation, the valet service will be terminated and disposing of trash will become the resident’s responsibility. The replacement cost is \$50 for damaged or lost containers. Failure to pay the monthly trash service by the N/A of the month can result in a 5% late fee. Failure to pay the monthly trash service and all accrued late payment charges for any two (2) consecutive months shall constitute a default under the Rental Agreement whereby the Owner may terminate the tenancy under the Rental Agreement.

V. RENT

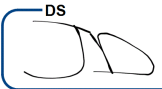
- 1.) Rent is due on the first of every month. If the total monthly rent payment and charges is not received by the office by the 3rd of the month, you will be obligated to pay the late fee(s) per the lease agreement. Owner may terminate the lease if the resident is chronically late with rent payments. Chronically late payments are defined as paying rent after the due date on three or more occasions during occupancy. Personal checks will not be accepted after the 4th of the month.
- 2.) All returned checks will be subject to a returned check fee of \$100 plus all accrued late fees. Payment for the NSF can only be accepted in certified funds. If management receives two returned checks during the lease term, all future payment must be made with certified funds.
- 3.) Cash is never accepted.

VI. PERSONAL SAFETY TIPS

- 1.) Security is the responsibility of each Resident and each guest. Owner and Owner’s agents disclaim any implied or expressed warranties of security. Resident must take full responsibility of his/her own safety.
- 2.) Resident should ensure that all doors and windows are locked during resident’s absence. Owner strongly urges resident to keep all doors and windows locked while resident is inside the apartment. Resident shall always call the local law enforcement agency whenever Resident is in need of security service; do not contact the management office. In the event of an emergency, call “911”.
- 3.) Resident shall refrain from smoking in bed.
- 4.) Resident acknowledges that all smoke/carbon monoxide detectors are in good working order upon move in. Resident agrees that it is Tenant’s duty to regularly test the smoke/carbon monoxide detectors and notify Owner in writing of any problems, malfunctions, defects or failure of the smoke/carbon monoxide detector. Resident is responsible to replace the smoke/carbon monoxide detector battery, if any, at anytime the existing battery becomes unserviceable. Tenant acknowledges and agrees to assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related the operation, malfunction, or failure of the smoke/carbon monoxide detector(s).
- 5.) Resident shall check door and window latches to be certain they are working properly and report any problems to management immediately for repair.
- 6.) If resident witnesses or suspects that a crime is occurring, resident must notify local law enforcement authorities.
- 7.) Lock out service is only provided during regular business hours at no charge. The property does not provide after hours lock out service. Residents are required to contact a locksmith for after hour lock out service. Proper photo identification will be required at the time of lock out. For your protection, no exceptions will be made.
- 8.) Lock changes are at the Resident’s sole request for a charge of \$100 per lock, (if applicable).

VII. MAINTENANCE, REPAIRS AND ALTERATIONS

- 1.) Owner has the right to enter an apartment for preventative maintenance with appropriate notice or emergency purposes without appropriate notice.
- 2.) Resident shall report any sagging, warping, leaking, cracking, staining, holes or water accumulation related to the ceiling or floor to the management immediately upon noticing.
- 3.) No nails, screws, or adhesive hangers, except standard picture hooks, shade bracket and curtain rod brackets may be placed in walls, woodwork, or any part of apartment. No drilling or installing hooks, nails or other hardware in the ceiling. Resident is responsible for the removal of all nails and patching of any holes prior to vacating the apartment.
- 4.) Resident shall make no alterations or improvements to the exterior or interior of the apartment without the written permission of the Owner.
- 5.) Resident shall not allow any hair, thread, strings, rags, sanitary napkins or rubbish of any kind to enter drainage or waste pipes of the apartment. Any damage caused by the entry of one or more of such items into the drainage or waste pipes of the unit shall be resident’s responsibility.
- 6.) Resident is prohibited from adding, changing or in any way altering the locks and latches in the apartment without written permission from the Owner.
- 7.) Resident agrees to inspect and test all door and window locks and latches in the apartment during lease and shall immediately notify management in writing if any lock or latch fails to operate properly, if there is any change in the condition of any lock or latch, or in need of additional locks.

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- 8.) Resident is responsible for properly maintaining the appliances in the apartment and using the appropriate cleaning products to maintain the quality of the appliances and countertops.
- 9.) Defacing or altering of the buildings, sidewalks, driveways, landscaping, etc., will be cause for immediate eviction.
- 10.) After office hours, maintenance is on call for emergencies only.
- 11.) Owner will furnish operable light bulbs in fixtures and batteries in smoke/carbon monoxide detectors at the time the Resident takes possession of the unit. During residency, the Owner shall be responsible to replace appliance bulbs only. All light bulb purchases shall not exceed the manufacturer’s suggested wattage rating for the fixture. At the time of move out, all missing or inoperable bulbs will be charged at time plus materials as defined on the Cleaning/Charge Addendum.

VIII. PETS

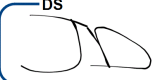
- 1.) Resident acknowledges receipt of the Animal Addendum, which is hereby incorporated as part of the Lease. Resident further acknowledges that Owner has reviewed all of the above provisions with the Resident and that Resident understands and agrees to abide by all such provisions. Resident further understands that failure to abide by said provisions shall constitute a material breach in the Lease, and may result in termination of Resident’s tenancy as provided in the Lease and/or law.
- 2.) At maturity, the pet’s weight may not exceed N/A lbs. with restrictions on all aggressive breeds including, but not limited to the following breeds, Akita Inu, Alaskan Malamutes, American Bandogge, American Bulldog, Basenji, Boew Boel, Bull Terrier, Cane Corso, Caucasian, Chow, Doberman Pinschers, Dogo Argentino, Fila Brasileiro, German Shepherd, Great Dane, Gull Dong, Huskies, Perro de Presa Canario, Pitbull, Rhodesian Ridgeback, Rottweiler, Saint Bernard, Tosa Inu, Staffordshire Terriers, Dobermans, Wolf Mixes, and any mixes thereof. Other animals, including but not limited to the following are not permitted as pets at this Community: Poisonous Animals (i.e. spiders, snakes); and/or, other Exotic Animals (i.e. primate, iguana, ferret, sugar gliders, snakes). For more comprehensive literature regarding this Community’s pet policies, please inquire with a leasing representative.
- 3.) No pets under 1 yr of age will be permitted. Proof of age is required.
- 4.) Resident must pay an additional security deposit of \$500 of which \$300 is non-refundable. Each additional pet requires an additional security deposit of \$500 and \$300 is non-refundable. The cost of any necessary repairs due to pet damage will be deducted from the deposit. Cost exceeding the deposit amount will be billed to the resident. A pet rent of \$35 per pet will be charged each month.
- 5.) No more than 2 pets allowed per apartment are permitted.
- 6.) Pets are never allowed to be tied up outside the apartment (i.e. balconies, patios, hallways, common areas, clubhouse, etc.) ALL PETS MUST BE ON A LEASH WHEN THEY ARE OUTSIDE. Pets are never allowed in the pool or clubhouse areas.
- 7.) As a courtesy to other residents, pets are to be walked on the outer perimeters of the property or in pet designated areas. You are responsible for picking up after your pets. Pet stations are provided throughout the property for your convenience. If you fail to pick up after your pet, you are subject to a \$150 fine.
- 8.) All residents must register their pet(s) and obtain management’s permission, pay applicable deposits and pet fee/rents, sign an animal agreement and provide management with a pet photo and applicable certification of your pet(s) licensing and/or health prior to the pet(s) occupying the premises. Any unauthorized pets will subject the resident to rental penalties and/or eviction. Even a “visiting” pet, when allowed, must have management’s prior written approval and is subject to a pay a Pet Deposit/Fee.
- 9.) Resident represents that the pet is a domesticated dog, cat or bird and is not vicious and of aggressive breed, and has not bitten, attacked, harmed or menaced anyone in the past.
- 10.) Resident is responsible for pet(s) at all times including but not limited to excessive barking or other noise caused by pet(s).
- 11.) Bark Park (if applicable) is for the enjoyment and courtesy of our pets/animals only. To enter Bark Park, a code may be necessary, given by Management and subject to change with appropriate notice. All rules and regulations concerning animal conduct are presented in the Animal Addendum. Use Bark Park at your own risk.

IX. PARKING/TRAFFIC RULES

- 1.) All vehicles, including motorcycles must be parked in the parking spaces provided. Vehicles parked in driving lanes, along painted curbs, along sidewalks, blocking other vehicles or any other place not designated for parking may be towed immediately, without further notice, at the vehicle owner’s expense. Vehicles may not make excessive noise. Determination of “excessive” is left entirely to the sole discretion of management.
- 1.) Residents and guests may not store and/or park any trailer, mobile home, camper, camper cab, boat, or any other recreational item or vehicle, commercial or public vehicle, mini-bike, go cart, or off-road vehicle on the premises.
- 2.) Vehicles may not be washed or repaired on the property unless specifically allowed in a designated area. This includes changing oil, adjusting the brakes, and installing stereos or any minor repairs. Any leaks of oil, transmission fluid, etc. must be cleaned up by the owner to prevent damage to pavement. If management has to clean up any such spills, the car’s owner will be charged accordingly.
- 3.) Car/Vehicle covers are prohibited.
- 4.) No junk cars, unlicensed or inoperative vehicles are permitted on the property.
- 5.) The speed limit throughout the community is 5 mph. All city traffic laws will apply. Failure to observe speed limit and/or endangerment to pedestrians, animals or cars may result in immediate eviction.
- 6.) In addition to the foregoing, Owner reserves the right to tow any vehicle in accordance to state statutes.
- 7.) Roller-skates/blades, skateboards, bicycles, etc. are not allowed in the parking lot area.
- 8.) Owner may impose additional parking regulations, including limiting the number of vehicles that you or your guests may park on the premises; requiring the use of tags on vehicles, and/or assigning parking spaces.
- 9.) All vehicles parked in parking garage/carport/reserved spaces (if applicable) must have a valid parking decal/tag visible in the front window and be registered with Management. Depending on the property, unpermitted vehicles may be permitted in specific locations within the parking garage or property as defined in the Parking Addendum. All other vehicles are subject to tow without notice at owner’s expense. Registration of all Visitors and Resident vehicles may be required.
- 10.) Management will charge \$50 for replacement of each parking decal/tag (if applicable). Parking decals not returned at move out will also be subject to a replacement charge.
- 11.) Vehicles that are not attended to when an alarm is sounding off with-in one hour are subject to be towed at owner’s expense.
- 12.) All guests must park in the designated guest/visitor parking areas.
- 13.) Parking in “Reserved” spaces designated for the Leasing Center and for Retail customers during office hours are prohibited and subject to tow (if applicable).

X. COMMUNITY FACILITIES

- 1.) General
  - A. Smoking, confetti, candles, alcoholic beverages, pets and any disturbing behavior are not permitted in the community facilities.
  - B. Guest and persons under the age of 18 must be accompanied by an adult resident at all times.
  - C. Shirts and shoes must be worn in the clubhouse, leasing office and all indoor amenity areas. Sitting on furniture wearing a wet swimsuit or suntan oil is prohibited.
  - D. Guest(s) must be accompanied by Resident at all times.
  - E. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event an amenity is not functional, is altered, or unavailable. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.
  - F. Management reserves the right to reduce, modify or eliminate any access to amenities at any time. Furthermore, Management reserves the right to alter this policy and the amenities at any time. Resident(s) agrees that such action shall not be a breach of any obligation or warranty on the part of Management.
- 2.) Media Room and/or Movie Theater (if applicable)
  - A. Based on the property, these rooms may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$N/A and \$N/A deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
  - B. These room hours are N/A.
  - C. Based on the property, these rooms cannot be reserved on major holidays, i.e. New Year’s Eve, New Year’s Day, Christmas Eve, Christmas Day, July 4th, etc...
  - D. Red liquids are not permitted in these areas at any time.

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- E. These rooms may be open during office hours or may require reservations be made through the office during office hours.
- 3.) Conference Room (if applicable)

A. The Conference Room may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$150 and \$1,000 deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.

B. The Conference Room hours are 24/7.

C. The Conference Room cannot be reserved on major holidays, i.e. New Year’s Eve, New Year’s Day, Christmas Eve, Christmas Day, July 4th, etc...

D. The Conference Room may permit access during business hours or may require reservations be made through the office during office hours.
- 4.) Business Center, E Lounge, Internet Cafe and/or Internet Lounge (if applicable)

A. Resident(s) agree to use the business center at Resident(s) sole risk and according to the Community Rules.

B. The hours for these locations are posted at each location.

C. The coffee bar (if applicable) is available during the posted hours only.

D. Resident(s) may receive and send outgoing faxes from the fax machine (if applicable). Outgoing long distance faxes will require a calling card number. Faxes sent from Management’s fax machine are subject to a charge per page (posted).

E. Owner is not responsible for data, files, programs or any other information lost or damaged on the Business Center computers or in the Business Center for any reason.

F. No software may be loaded on the Business Center computers without the prior written approval of Management.

G. No inappropriate, offensive or pornographic images or files (in the sole judgment of the Owner) will be viewed or loaded onto the Business Center computers at any time.

H. Resident(s) will limit time on the computers to 30 minutes if others are waiting to use them.

I. Red liquids are not permitted in these areas at any time.

J. If reservations are permitted in these locations, the reservation must be made through the office during office hours.
- 5.) Game Room, Sports Lounge, Community Lounge and Club Rooms (if applicable)

A. Based on the property, these areas may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$150 and \$1000 deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.

B. These room hours are posted.

C. Based on the property, these rooms cannot be reserved (if applicable) on major holidays, i.e. New Year’s Eve, New Year’s Day, Christmas Eve, Christmas Day, July 4th, etc...

D. Red liquids are not permitted in these areas at any time.

E. These rooms may be open during office hours or may/may not require reservations be made through the office during office hours.
- 6.) Fitness Center, Health Club, The Spa and Sports Court (if applicable)

A. To access the fitness facility or sport court, an access remote/card/code may be necessary.

B. The fitness facility hours are 24/7.

C. Resident(s) must accompany guests (if permitted) and no glass, smoking, alcoholic beverages and pets are permitted in the fitness facility.

D. Resident(s) shall carefully inspect each piece of equipment prior to Resident’s use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous. Further, users assume responsibility for any damage to, or loss of equipment while in their possession.

E. Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person’s use that appears to be dangerous or in violation of Management Rules and Policies.

F. Resident(s) shall consult a physician before using any equipment in the fitness facility and before participating in any aerobics or exercise classes (if applicable), and will refrain from such use or participation unless approved by Resident’s physician.

G. Resident(s) will keep the fitness facility locked at all times during Resident’s visit to the fitness facility.

H. Appropriate clothing is to be worn at all times.

I. Persons under the age of 18 must be accompanied by an adult.

J. Resident(s) and guests will adhere to the rules and regulations posted in the fitness facility and Management policies.

K. All fitness equipment/towels are to remain in the fitness facility and not to be removed at any time.

L. The fitness facility is not supervised. Resident(s) are solely responsible for their own appropriate use of the equipment. Management cannot be responsible for the safety of residents and their guest(s). Exercise at your own risk.

M. The Sports Court may require reservations be made through the office during office hours (if applicable). The hours are N/A.
- 7.) Tennis Court (if applicable)

A. The hours are N/A.

B. Proper attire is required. Shoes without rubber soles are prohibited.

C. Owner’s and their representatives are not liable for any illnesses or injuries resulting from use of said equipment.

D. No skateboarding, bicycles or rollerblading is allowed on the court.
- 8.) Volleyball Court and/or Basketball (if applicable)

A. The hours are N/A.

B. Proper attire is required.

C. No loud stereos or radios allowed.
- 9.) Bark Park (if applicable)

A. Bark Park is for the private enjoyment of the pets/animals registered with Management only.

B. The hours are 24 hours.

C. To enter Bark Park a code may be necessary, given by Management and subject to change with appropriate written notice.

D. Resident(s) and pets/animals will adhere to the rules and regulations posted at Bark Park and on the Animal Addendum.

E. Pets/animals must be leashed, wearing a license and in your custody at all times.

F. Pets/animals must be current on all vaccinations and be free of contagious disease and/or parasites.

G. Please dispose of your pets/animals waste in the provided pet waste receptacles.

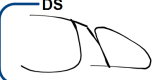
H. Dogs in heat are prohibited from Bark Park.

I. Use Bark Park at yours and your pet/animals own risk.

XI. POOL AND SPA

- 1.) Pool/Spa hours are posted at the pool.
- 2.) Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- 3.) To enter the pool area, a code, key, fob or card may be necessary. Management reserves the right to change the code or access permissions with proper notice.
- 4.) Management reserves the right to require and check wristbands, pool permits, fobs and/or government identification in order to authorize access or allow you and your guest(s) to occupy the Pool/Spa area. You are subject to a replacement cost of \$N/A per wristband/pool permit in the event of damage or loss.
- 5.) Persons under the age of 16 must be accompanied by an adult.

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- 6.) The pool is reserved exclusively for the use of Residents. Guests must be accompanied by Resident. No more than 2 guest(s) should be invited per leaseholder.
- 7.) No glass, pets, smoking or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- 8.) No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash and keeping pool gates closed.
- 9.) No toys, large inflatable or their objects will be allowed in pool.
- 10.) No lifeguard will be on duty unless by local ordinances. Owner assumes no responsibility for accident or injury, and is not responsible for articles lost, damaged or stolen. Residents and their guests must abide by all rules posted in or around the pool area and should observe any warning signs placed in or around the pool area. Residents should not swim alone.
- 11.) Proper swimming attire is required at all times. No thongs, t-backs or cut offs are allowed.
- 12.) Persons are not allowed in the pool or spa with diapers. No diaper changing will be allowed in the area surrounding the pool and spa.
- 13.) The pool and spa are not allowed for private parties. A fine and violation may apply.
- 14.) Do not soak in the spa for more than 15 minutes in one sitting. Persons using the pool and spa do so at their own risk.
- 15.) Resident must notify Owner any time there is a problem or safety hazard at the pool.

XII. FIRE HAZARDS

- 1.) Residents and guests will adhere to the community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- 2.) No person shall knowingly maintain a fire hazard.
- 3.) Resident(s) under the age of 18 must be accompanied by an adult at all times. No one under the age of eighteen (18) may operate the BBQ/Fireplace/Fire Pit at any time.
- 4.) This community does not permit gas grills on the patios/balconies. Gas Grills, gas BBQ’s and any other outdoor cooking or open flame devices will be placed a minimum of 10 feet from any building. No charcoal BBQ’s are permitted. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- 5.) Only firewood is permitted in wood burning fireplaces/fire pits. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold. No wood is permitted in gas fireplaces/fire pits.
- 6.) Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- 7.) No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- 8.) Resident(s) are solely responsible for fines and penalties caused by their actions in violation of local fire protection code.
- 9.) Resident(s) and their guests shall not use the HVAC closet (i.e. air conditioning handler unit) and/or water heater closet as storage. The air conditioning handler unit closet door must be kept free of any blockage that would not allow proper air flow and therefore impede the normal function of the air handler. Any damage to the air handler that may occur as a result of improper usage of this closet or the storage of items in the air conditioning handler closet will be considered a lease violation. Residents will be responsible for any damages and/or repair costs associated with the use of this closet for improper storage and the items contained within.
- 10.) Resident acknowledges that a Fire Extinguisher has been provided in the unit showing a charge and a minimum rating of 1-A, 10-B: C (if applicable) or has been notified of the location of the nearest fire extinguisher in the building (if applicable). Owner neither makes, adopts nor assigns any warranty of any nature regarding the Extinguisher and expressly disclaims all warranties of fitness for a particular purpose, merchantability or habitability or any and all other expressed or implied warranties. Resident acknowledges that the Owner is not liable for damage or loss to any person or property caused by: Residents failure to inspect or maintain the Extinguisher applicable by law, residents failure to notify the Owner or Owner’s failure to cure any problem, defect malfunction or failure of the Extinguisher, unless otherwise required by law and theft of the Extinguisher. Resident will comply with all standards applicable to the location and placement of the Extinguisher in the unit including the standard adopted by the Local Fire Dept. stating that the Extinguisher should be at the kitchen entryway, accessible and no closer than five feet from the cooking appliance and the resident knows how to use the Extinguisher in case of a fire and will comply with all manufacturers operating standards, guidelines and instructions with respect to the use, maintenance and operation of the Extinguisher. Tenant acknowledges and agrees to assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related the operation, malfunction, or failure of the Extinguisher including replacement. In the event that Resident has any concerns or questions regarding fire safety, Resident agrees to call the local fire dept to ask the appropriate questions. In the event of an emergency, Resident agrees to call “911”.

XIII. MISCELLANEOUS

- 1.) Insurance coverage maintained by Owner does not protect residents from loss of personal property by theft, fire water damage, etc. Each resident is required to obtain renter’s insurance protecting his personal property and provide proof of coverage with a minimum coverage of \$100,000 Personal Liability Insurance. Resident is urged to mark all valuables with identifying numbers or symbols.
- 2.) If someone is to enter Resident’s apartment during Resident’s absence, resident must give Owner permission in writing to release a key.
- 3.) If Resident desires to transfer from one apartment to another during their tenancy, the resident must follow terms and conditions listed in the Transfer Agreement.
- 4.) Resident shall notify management in writing of any anticipated extended absence from the premises in excess of seven (7) days no later than the first day of the extended absence
- 5.) Smoking is prohibited in elevator(s) and all common areas.
- 6.) All residents with bistro sets and their balconies will assume liability and responsibility for any damages to, or loss of the property while in your possession.
- 7.) Water Beds and other water furniture are not permitted without prior written permission of the Owner.
- 8.) You must complete a satellite addendum and abide by its terms prior to installation or use. It is not permitted on any parking area, roof, exterior wall or building, window, windowsill, fence or common area. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 9.) Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Resident’s apartment several times a year and as needed to prevent insect infestation. Owner will notify Resident’s in advance of extermination in Resident’s apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with the Owner’s instruction. Residents must request extermination treatments in addition to those regularly provided by the Owner in writing. Residents agree to perform the tasks required by Owner, per the instruction, on the day of the interior extermination to ensure the safety and effectiveness of the extermination. The buildings and common areas are serviced on a rotating schedule.

XIV. Photographs, Digital Images, Video

Residents agrees to allow owner, management and their respective subsidiaries, media contacts, associated press, and vendors the right to record the image and/or voice of the resident, and grants owner and management all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever unless prohibited by law. You hereby release owner, management and their respective subsidiaries, media contacts, associated press and vendors all rights to exhibit this work in all media including and not limited to electronic from publicly or privately. You waive any rights, claims or interest you may have to control the use of your or your occupants’, guests’ or invitees’ identity or likeness in the sound, still or moving images and agree that any still described herein may be made without compensation or consideration to you, your occupants, guests or invitees.

XV. Group E-Mail and Text Communication

In the event you provided an email address or cell phone number to us, we may send important announcements via e-mail and/or text such as an emergency water shut off, change in office hours, etc. In addition, you may receive other promotional community messages, such as resident satisfaction surveys, surveys, resident referral messages, and various resident service reminders from our team via text or email. If you do not want to be included in group messages via e-mail or text, you may opt out of receiving future group correspondence in this manner.

XVI. Automate Electronic Payment

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In the event your community uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via “Automated Clearing House” (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day. Automated electronic payments include ACH transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Collectively, “automated electronic payments” are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System. There are advantages for you in paying your rent via automated electronic payments, including:

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

Electronic check conversion is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at the time you make a purchase. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

XVII. Short-Term or Vacation Rental Service

The use of short-term or vacation rental service or any other similar short-term service shall be strictly prohibited, and shall be a material violation of the terms of the lease. All occupants must be named on the lease; as well, all persons over the age of 18 who occupy the apartment for any length of time must be screened and approved by the management. Authorized guests shall be exempt from the screening and occupant naming requirements, but no person in any short-term/vacation rental shall be deemed to be an authorized guest.

I/We the undersigned have read understand and will comply with all of the Rules and Regulations listed above. I/We further understand that failure to comply with these Rules and Regulations may result in temporary or permanent suspension of use of facilities, issuance of a Three Day Notice to Quit or Comply, or eviction at the sole discretion of Management.

THIS IS A BINDING LEGAL DOCUMENT, READ ENTIRE CONTRACT AND ANY ADDENDUMS BEFORE SIGNING.

Resident(s) signed by:  
(All Residents must sign)

11/2/2021

Date

Date

Date

Date

Date

Date

Date

Date

Owner’s Representative:

Date

MORGAN  
THE HAYWORTH  
FITNESS CENTER AND SPORT COURT ADDENDUM

This Addendum ("Addendum") dated 11/02/2021 is made a part of the Rental Agreement ("Lease") dated 01/01/2022 between THE HAYWORTH Apartments "Owner/Agent" and Jonathan Denning "Resident regarding the premises located #447 ("the Unit")

The undersigned hereby requests permission to utilize the athletic and exercise facilities and equipment (the "Facilities") provided by Morgan Group Property Management, LLC for (the "Apartment Complex"). I have inspected the Facilities and am aware that use of the Facilities involves certain risks of injury. In consideration of the permission granted to me to use the Facilities, I assume the risk of any and all accidents, illnesses and injuries of any kind, including death, which may be sustained by me by reason of or in connection with my attendance at or use of the facilities. In addition, I agree that none of the Apartment Complex or any of its owners, owners' successors or assigns, officers, agents representatives or employees shall be liable or responsible for or on account of any such accident, illness, injury or death regardless of whether caused by the negligence, wrongful acts, omissions or breach of warranty of any of them regardless of whether strict liability would otherwise be applicable, and I release, discharge and absolve the Apartment Complex and its owners, owner's successors and assigns, officers, agents, representatives and employees from any and all liability and responsibility for or on account of any such accident, illness, injury or death.

I hereby covenant and agree to indemnify and hold harmless the Apartment Complex, its owners, owner's successors and assigns, officer's agents, representatives and employees from any and all losses, costs, claims, damages, injuries or liabilities, whatsoever, whether or not based on negligence, wrongful acts, omissions, breach of warranty or strict liability, arising out of or in any way connected with my use of the Facilities. I do hereby state and represent that under no circumstances will I take or allow or cause any action whatsoever against the owners, owner's successors and assigns, officers agents, representatives, employees or operators of the Facilities to recover money damages or other compensation or obtain any other remedy resulting from my use of the Facilities of the Apartment Complex. I agree to abide by all rules and regulations governing the use of the Facilities and all directories of the Apartment Complex staff.

I expressly state that I have read, understand and am familiar with this document and all its provisions and that I have full knowledge of the nature and extent of the risks incident to an inherent in my use of the Facilities. I hereby voluntarily and knowingly assume those risks and I understand that I will be solely responsible for any injury, loss or damage, including death, which I may sustain while using the Facilities and that by this release, I relieve the Apartment Complex and its owners, owner's successors and assigns, officer's agents, representatives and employees from any and all liability for such injury, loss, damage or death. I expressly state that I am in good health and that I have no physical limitations which would preclude my safe use of the Facilities. I am at least 18 years of age and otherwise legally competent to sign this release. This release shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators.

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** I understand that by signing this release, I give up any right to bring a court action to recover compensation or obtain any other remedy for any injury to myself or my property, or for my death, however caused, arising out of my use, now or in the future, of the Facilities of the Apartment Complex or while participation in any event, lesson or **I HAVE READ AND UNDERSTAND THIS RELEASE AND THAT I DO ADOPT IT IN ITS ENTIRETY.**

Executed on: 11/02/2021

Resident(s):  
Signed by:  
(All Residents must sign)

Jonathan Denning

11/2/2021

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Owner's Representative

Date \_\_\_\_\_

**- DocuSigned by:**

Julia King

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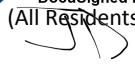
**MORGAN  
THE HAYWORTH  
RESIDENT SERVICE RELEASE OF LIABILITY ADDENDUM**

For and in the consideration of **The Hayworth** ("Owner") offering a convenience to the Residents of Apartment No. 447 hereby Resident Services (if applicable), including but not limited to Dry Cleaning Services, Pest Control and Wi-Fi Services are provided to the Residents, the Undersigned agrees to the following:

- 1.) Neither Owner, Owner's managing agent ("Manager") nor their respective agents, contractors or employees are responsible or liable for any loss, damage or injury that Resident might sustain as a result of any Resident Services provided to Resident by Owner, Manager, their respective agents, contractors or employees. Resident agrees that Resident on behalf of Resident or Resident's family, guests or other occupants, shall never make demand upon, look to, institute or prosecute suit against Owner, Manager, or any of their respective agents, contractors, employees representative, their heirs, successors or assigns, for damages, costs, loss of personal property, damage or personal injury as a result of or arising out of any Resident Services provided by Owner, Manager, their respective agents, contractors or employees.
- 2.) Resident hereby releases, indemnifies and holds harmless Owner, Manager and their respective agents, contractors, and employees from and against any and all claims, causes of action, demands, costs or expenses, including court costs and attorney fees, arising out of or in any way related to any and all Resident Services provided to Resident to by owner, Manager and their respective agents, contractors and employees at **The Hayworth**.
- 3.) In the event that the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control.

Executed on: 11/02/2021

Resident(s):  
DocuSigned by:  
(All Residents must sign)

  
Jonathan Denning

11/2/2021

Date

Date

Date

Date

Date

Date

Date

Owner's Representative:

Date

DocuSigned by:



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LEASE ADDENDUM FOR ALLOCATING WATER/WASTEWATER COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the **TDC Tanglewood Real Estate Owner, LLC** Apartments in Houston, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Reason for allocation.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.
3. **Your payment due date.** Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.
4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does not include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We may include this item as a separate and distinct charge as part of a multi-item bill. We will allocate the monthly mastermeter water/wastewater bill(s) for the apartment community, based on an allocation method approved by the Public Utility Commission of Texas (PUC) and described below.
- The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 24.281 of the PUC rules (check only one):
- ☐ subdivision (i) actual occupancy;
  - ☐ subdivision (ii) ratio occupancy (PUC average for number of occupants in unit);
  - ☐ subdivision (iii) average occupancy (PUC average for number of bedrooms in unit);
  - ☒ subdivision (iv) combination of actual occupancy and square feet of the apartment; or
  - ☐ subdivision (v) submetered hot/cold water, ratio to total.
- The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the 20 day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.
5. **Common area deduction.** We will calculate your allocated share of the mastermetered water/wastewater bill according to PUC rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.
6. **Change of allocation formula.** The above allocation formula for determining your share of the mastermetered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.
7. **Previous average.** As required under PUC rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$ 27.18 per unit, varying from \$ 1.30 to \$ 108.21 for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.
8. **Right to examine records.** During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
9. **PUC.** Water allocation billing is regulated by the PUC. A copy of the rules is attached. This addendum complies with those rules.
10. **Conservation efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.

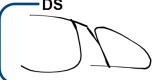
\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative

**November 1, 2021**

\_\_\_\_\_  
Date of TAA Lease Contract

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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

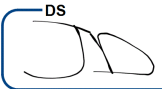
§24.275. General Rules and Definitions.

- (a) Purpose and scope. The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving submetered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safeguards for tenants.
- (b) Application. The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a submetered or allocated basis. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple-use facility to charge, bill for, or collect rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.
- (c) Definitions. The following words and terms, when used in this subchapter, have the 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) Condominium manager – A condominium unit owners’ association organized under Texas Property Code §82.101, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code. Condominium Manager and Manager of a Condominium have the same meaning.
  - (4) Customer service charge – A customer service charge is a rate that is not dependent on the amount of water used through the master meter.
  - (5) Dwelling unit – One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities; a unit in a multiple use facility; or a manufactured home in a manufactured home rental community.
  - (6) Dwelling unit base charge – A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.
  - (7) Manufactured home rental community – A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.
  - (8) Master meter – A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.
  - (9) Multiple use facility – A commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.
  - (10) Occupant – A tenant or other person authorized under a written agreement to occupy a dwelling.
  - (11) Overcharge – The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant’s dwelling unit after a violation occurred relating to the assessment of a portion of utility costs in excess of the amount the tenant would have been charged under this subchapter. Overcharge and Overbilling have the same meaning.
  - (12) 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.
  - (13) Point-of-use submeter – A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.

- (14) Submetered utility service – Water utility service that is master metered for the owner by the retail public utility and individually metered by the owner at each dwelling unit; wastewater utility service based on submetered water utility service; water utility service measured by point-of-use submeters when all of the water used in a dwelling unit is measured and totaled; or wastewater utility service based on total water use as measured by point-of-use submeters.
- (15) Tenant – A person who owns or is entitled to occupy a dwelling unit or multiple use facility unit to the exclusion of others and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.
- (16) Undercharge – The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant’s dwelling unit less than the amount the tenant would have been charged under this subchapter. Overcharge and Overbilling have the same meaning.
- (17) Utility costs – Any amount charged to the owner by a retail public utility for water or wastewater service. Utility Costs and Utility Service Costs have the same meaning.
- (18) Utility service – For purposes of this subchapter, utility service includes only drinking water and wastewater.

§24.277. Owner Registration and Records.

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

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- community, or multiple use facility used for billing if dwelling unit size or rental space is used;
- (7) for submetered billing:

(A) the calculation of the average cost per gallon, liter, or cubic foot;

(B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant’s submeter measurement to that used by the retail public utility;

(C) all submeter readings; and

(D) all submeter test results;
- (8) the total amount billed to all tenants each month;
- (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
- (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
- (g) Availability of records

(1) If the records required under subsection (e) of this section are maintained at the on-site manager’s office, the owner shall make the records available for inspection at the on-site manager’s office within three days after receiving a written request.

(2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager’s office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.

(3) If there is no on-site manager, the owner shall make copies of the records available at the tenant’s dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.

(4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

§24.279. Rental Agreement.

- (a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:

(1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;

(2) which utility services will be included in the bill issued by the owner;

(3) any disputes relating to the computation of the tenant’s bill or the accuracy of any submetering device will be between the tenant and the owner;

(4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month’s bills for that period;

(5) if not submetered, a clear description of the formula used to allocate utility services;

(6) information regarding billing such as meter reading dates, billing dates, and due dates;

(7) the period of time by which owner will repair leaks in the tenant’s unit and in common areas, if common areas are not submetered;

(8) the tenant has the right to receive information from the owner to verify the utility bill; and

(9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24,1 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 owners shall provide notice of the proposed change at least 35 days prior to implementing the new method.
- (d) Change from submetered to allocated billing. An owner shall not change from

submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:

(1) equipment failures; or

(2) meter reading or billing problems that could not feasibly be corrected.

(e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant’s rights or an owner’s responsibilities under this subchapter is void.

§24.281. Charges and Calculations.

- (a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.
- (b) Dwelling unit base charge. If the retail public utility’s rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- (c) Customer service charge. If the retail public utility’s rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants. 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 gallorage charge and must be calculated each month as follows:

(1) water utility service: the retail public utility’s total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant’s monthly consumption or the volumetric rate charged by the retail public utility to the owner multiplied by the tenant’s monthly water consumption;

(2) wastewater utility service: the retail public utility’s total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant’s monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant’s monthly water consumption;
- (3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant’s charge for submetered water and wastewater service, except when;

(A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or

(B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, § 1437f); and
- (4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant’s bill by calculating the tenant’s average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant’s consumption for the billing period.
- (e) Calculations for allocated utility service.

(1) Before an owner may allocate the retail public utility’s master meter bill for water and sewer service to the tenants, the owner shall first deduct:

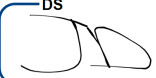
(A) dwelling unit base charges or customer service charge, if applicable; and

(B) common area usage such as installed landscape irrigation systems, pools and laundry rooms, if any, as follows:

(i) if all common areas are separately metered or submetered, deduct the actual common area usage;

(ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or

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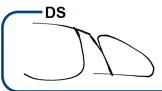
- submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
- (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
- (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.
- (2) To calculate a tenant's bill:
- (A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:
- (i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
- (ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
- (I) dwelling unit with one occupant = 1;
- (II) dwelling unit with two occupants = 1.6;
- (III) dwelling unit with three occupants = 2.2; or
- (IV) dwelling unit with more than three occupants = 2.2 + 0.4 per each additional occupant over three; or
- (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
- (I) dwelling unit with an efficiency = 1;
- (II) dwelling unit with one bedroom = 1.6;
- (III) dwelling unit with two bedrooms = 2.8;
- (IV) dwelling unit with three bedrooms = 4 + 1.2 for each additional bedroom; or
- (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or
- (v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;
- (B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;
- (C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:
- (i) any of the factors developed under subparagraph (A) of this paragraph; or
- (ii) the area of the individual rental space divided by the total area of all rental spaces; and
- (D) for a multiple use facility, the owner shall multiply the amount

established in paragraph (1) of this subsection by:

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

**§24.283. Billing.**

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

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- (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.

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

- (a) Submeters or point-of-use submeters

(1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.

(2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.

(3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.

(4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point- of-use and branch- water submetering systems.

(5) Location of submeters and point-of-use submeters. Submeters and

point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.

- (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:

(A) an identifying number;

(B) the installation date (and removal date, if applicable);

(C) date(s) the submeter or point-of-use submeter was calibrated or tested;

(D) copies of all tests; and

(E) the current location of the submeter or point-of-use submeter.
- (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:

(A) provide evidence, at no charge to the tenant, that the submeter or point-of- use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or

(B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.
- (8) Billing for submeter or point-of-use submeter test.

(A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters. PROJECT NO. 42190 PROPOSAL FOR ADOPTION PAGE 345 OF 379.

(B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.

(C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.
- (9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.125(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA’s meter testing requirements. For point-of-use meters, an owner shall comply with ASME’s meter testing requirements.
- (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:

(1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;

(2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and

(3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:

(A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and

(B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
- (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.


**MORGAN  
THE HAYWORTH  
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

This Electronic Package Delivery Addendum is attached to and becomes a part of the Lease Contract for Apt. No 447 in the The Hayworth Apartments located at 1414 Wood Hollow Dr in Houston, TX ("Apartments").

Whereas, the Apartments do not accept packages and deliveries on your behalf, or on behalf of any other Resident;

Whereas, the Apartments offer electronic package delivery service through a third-party vendor, Parcel Pending, LLC ("Parcel Pending"), and Resident has elected to utilize the electronic package delivery service offered by Parcel Pending to receive its packages and deliveries at the Apartments and further agrees to the following:


1. Resident acknowledges that the Apartments do not, and will not accept, packages or deliveries by or on behalf of Resident, or on behalf of any other occupant, family, guest or invitee of Resident. Resident agrees to notify all of its occupants, family, guests and invitees that the Apartments do not, and will not accept, packages or deliveries by or on behalf of Resident, or on behalf of any other occupant, family, guest or invitee of Resident.
2. Resident agrees to sign-up and register with Parcel Pending at www.myparcelpending.com and pay all fees associated with same to receive packages and deliveries at the Apartments solely through Parcel Pending's lockers located at the Apartments. All packages will be delivered to the Parcel Pending lockers located at the Apartments. Oversized packages, as determined by Parcel Pending, will be returned to the courier hub. Resident agrees to assume all risks of loss, delay and damage and maintain the appropriate levels of insurance in the event that Resident has any packages delivered to the Parcel Pending lockers.
3. Resident acknowledges that the Apartments have no control over Parcel Pending, its website or the processing of any orders, shipments, packages or deliveries through Parcel Pending. Resident further acknowledges that the Apartments have no control over the Parcel Pending lockers located at the Apartments. The Parcel Pending lockers are controlled solely by Parcel Pending and the Apartments cannot grant access to the lockers, cannot provide codes to access the lockers or provide any way of accessing any items contained within the lockers. **Access to the lockers can only be acquired through Parcel Pending.** Further, should Parcel Pending's website fail, or the code that is provided to you by Parcel Pending not work, you acknowledge and that the Apartments have no way of providing you with any access codes and you agree to look solely to Parcel Pending to resolve the issue and provide you with a working code.

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**MORGAN  
THE HAYWORTH  
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

4. Resident is solely responsible for picking up any packages delivered to the Apartments and may be subject to pay storage fees, as required by Parcel Pending, if packages are held in the Parcel Pending lockers beyond the allowable time frame per the terms of the agreement with Parcel Pending. Should Resident incur additional fees with Parcel Pending, Resident acknowledges and understands that the Apartments have no way of reducing, waiving or altering the fees assessed by Parcel Pending. Further, Resident acknowledges and understands that the only way to access the lockers is to pay Parcel Pending directly for any and all fees, costs and expenses it alleges are due and owing.
5. RESIDENT, ITS OCCUPANTS, FAMILY, GUESTS AND INVITEES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE APARTMENTS, THE APARTMENTS' OWNER, THE MANAGING AGENT AND ENTITY FOR THE APARTMENTS AND THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, RELATED ENTITIES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEBTS, DEMANDS, ACTIONS, CAUSES OF ACTION (AT LAW OR IN EQUITY), LAWSUITS, DELAYS, DAMAGES, INJURIES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURIES, DAMAGES, ATTORNEY'S FEES, COSTS, DELAYS, LOST WAGES, PAIN AND SUFFERING, MEDICAL EXPENSES, POSSIBLE FUTURE MEDICAL EXPENSES, OR OTHER EQUITABLE OR COMMON LAW RELIEF FOR ANY CAUSES OF ACTION, OBLIGATIONS, CONTRACTS, TORTS, OR SUIT, OF WHATEVER CHARACTER, FIXED OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED, ARISING OUT OF OR IN ANY WAY RELATING TO THIS ELECTRONIC PACKAGE DELIVERY ADDENDUM, THE SERVICES PROVIDED BY PARCEL PENDING, THE RESIDENT'S AGREEMENT WITH PARCEL PENDING, THE PARCEL PENDING LOCKERS LOCATED AT THE APARTMENTS OR THE FAILURE OF RESIDENT TO RECEIVE ANY PACKAGE OR DELIVERY SENT TO THE APARTMENTS OR THE PARCEL PENDING LOCKERS AT THE APARTMENTS, REGARDLESS OF WHETHER IT IS ALLEGED OR PROVEN THAT SUCH CLAIMS, CAUSES OF ACTION, DEMANDS, COSTS OR EXPENSES ARE CAUSED, IN WHOLE OR IN PART, BY THE JOINT, CONCURRENT OR SOLE NEGLIGENCE, FAULT, ACTS OR OMISSIONS OF ANY INDEMNIFIED PARTY. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE LEASE.
6. This Electronic Package Delivery Addendum shall be construed and enforced in accordance with the laws of the State of TX. Resident hereby acknowledge, stipulates and agrees that any dispute arising out of or in any way relating to this Electronic Package Delivery Addendum, the services provided by Parcel Pending, the Resident's Agreement with Parcel Pending, the Parcel Pending lockers located at the Apartments or

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**MORGAN  
THE HAYWORTH  
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

the failure of Resident to receive any package or delivery sent to the Apartments or the Parcel Pending lockers at the Apartments, shall be subject to jurisdiction solely within a court of competent in Harris County, TX.

7. Should a court of competent jurisdiction determine liability against the Apartments, the Apartments' owner, the managing agent and entity for the Apartments, or any of their respective agents, representative, employees, officers, directors, successors and assigns or related entities, then the parties herein agree that the maximum liability for same shall not exceed \$150.00.
8. If any provision of this Electronic Package Delivery Addendum is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

Executed on 11/02/2021

**Resident or Residents:**

**Date:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Owner or Owner's Representative:**

**Date:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

NO SMOKING LEASE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the **TDC Tanglewood Real Estate Owner, LLC** Apartments in Houston, Texas.

**OR**

the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

2. **Smoking,** in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

3. **Smoking permitted in designated areas of the apartment community.** Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

☐ is permitted

☒ is not permitted.

Only the following outside areas may be used for smoking: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

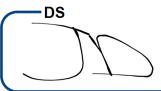
Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

4. **Your responsibility for damages and cleaning.** You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.
5. **Your responsibility for loss of rental income and economic damages regarding other residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.
6. **Definition of smoking.** "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.
7. **Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.
8. **Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.
9. **Your responsibility for conduct of occupants, family members and guests.** You are responsible for communicating the no-smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.
10. **No warranty of a smoke-free environment.** Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- ☐ Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.
- ☐ Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

DS



DS



Signatures of All Residents

Signature of Owner or Owner's Representative

**November 1, 2021**  
Date of TAA Lease Contract

LEASE ADDENDUM FOR ALLOCATING SERVICES AND GOVERNMENTAL FEES

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the **TDC Tanglewood Real Estate**  
**Owner, LLC**  
Houston, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Reason for allocation.** Apartment owners receive bills for services provided to residents and charges for various governmental fees. These are direct costs that the apartment community incurs. In order to help control the cost of rent, we have chosen to allocate the services and governmental fees indicated below through an allocated bill using a standardized formula to distribute these costs fairly. While we may impose a nominal fee to help recover our costs in administering these bills, we do not add any other costs to these bills and make no profit off of them.
3. **Services and governmental fees allocated.** We will allocate the following services and governmental fees:

☐ Cable/satellite television

☒ Stormwater/drainage

☐ Trash removal/recycling

☐ Street repair/maintenance fee

☐ Emergency services fee

☐ Conservation district fee

☐ Inspection fee

☐ Registration/license fee

☒ Other Pest Control \$2.00

☐ Other \_\_\_\_\_

☐ Other \_\_\_\_\_

☐ Other \_\_\_\_\_

☐ Other \_\_\_\_\_

☐ Other \_\_\_\_\_
4. **Your payment due date.** Payment of your allocated services and governmental fee bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of \$\_\_\_\_\_ (not to exceed \$3) if we do not receive timely payment. If you are late in paying the services and governmental fee bill, we may cut off services, as allowed by law, and we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.
5. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for the services and governmental fees indicated above. Instead, you will be receiving a separate bill from us each month for these services and governmental fees. We may include these items as separate and distinct charges as part of a multi-item bill.

You agree to and we will allocate the indicated services and governmental fees for the apartment community based on the allocation method checked below: *(check only one)*

☐ A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e., your unit's square footage divided by the total square footage in all apartment units.

☐ A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e., the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units).

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

☒ Per dwelling unit

☐ Other formula *(see attached page)*
6. **Penalties and fees.** Only the total of the services and governmental fee bills will be allocated. Penalties or interest for any late payment of these bills by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 3.00 per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.
7. **Change of allocation formula.** The above allocation formula for determining your share of the services and governmental fee bills cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.
8. **Right to examine records.** You may examine our service and governmental fee bills from the companies and governmental entities and our calculations relating to the monthly allocation of these bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative

November 1, 2021  
Date of TAA Lease Contract





**VIRUS WARNING AND WAIVER ADDENDUM**

This **Virus Warning and Waiver Addendum** relates to the TAA Lease Contract, signed \_\_\_\_\_,  
 \_\_\_\_\_ for Apt. No. **447** in the **TDC Tanglewood Real Estate Owner, LLC**  
 \_\_\_\_\_ Apartments in **Houston**, Texas, OR  
 the house, duplex, etc. located at (street address) \_\_\_\_\_  
 in \_\_\_\_\_, Texas.

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

While on the Premises:

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

Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Owner's Representative _____

**TDC Tanglewood Real Estate Owner, LLC,**  
**1414 Wood Hollow Drive #447**

\_\_\_\_\_  
 Apartment name and unit number or street address of leased premises

MORGAN  
THE HAYWORTH  
POOPRINTS PROGRAM

1. Description:

Apartment Lease Contract (the “Lease”) dated 01/01/2021 between The Hayworth (“Owner”) and Jonathan Denning (whether one or more, “Resident”) for Apartment Number 447 (the “Unit”) in the apartment community located at The Hayworth (the “Property”).

This Lease Addendum constitutes an addendum to the above-described Lease and is hereby incorporated into and made a part of such Lease. Where the terms or conditions in this Lease Addendum vary or contradict any term or condition in the Lease, this Lease Addendum shall control. Defined terms used but not otherwise defined herein shall have the definitions set forth in the Lease.


2. PooPrints Program:

- a. Resident has submitted an application to Owner for a dog to reside with Resident in the Unit. As a condition precedent to Owner approving such application, Resident hereby agrees as follows:
  - i. Owner shall provide to Resident a DNA collection kit for each dog residing at the Property.
  - ii. Resident shall use the kit to cheek swab its dog in the presence of the Owner's agent and provide the collected material to the Owner's agent.
  - iii. Owner's agent shall provide the materials to its dog registration company.
  - iv. Resident shall affix the tag in the collection kit to the dog's collar to identify the dog as registered into the World Pet Registry and shall not allow the tag to be transferred to any other dog.
  - v. Resident and Owner shall be provided with the results of DNA testing in writing.
  - vi. In the event fecal matter from Resident's dog is found on the Property, Resident agrees to be responsible for all testing and collection fees and costs incurred by the Owner and shall pay a fine of \$300.00 within fourteen (14) days of being notified in writing by the Owner or its agent that Resident's dog's feces has been located at the Property.
  - vii. Resident hereby agrees to indemnify, defend and hold Owner harmless from any and all claims or causes of actions, including reasonable attorneys' fees, brought by any person or entity against the Owner arising out of the registration, collection or testing of the Resident's dog.
- b. After the pet application is approved, the Resident agrees to abide by the following terms and conditions and any pet rules separately provided to Resident:
  - i. Each pet must be registered within 5 days of move-in using the above-described DNA collection kit.
  - ii. If an additional pet is acquired after move-in, Resident has 48 hours to register the pet with the Owner using a DNA collection kit.
  - iii. Resident is required to clean up after the pet at all times and properly dispose of the waste. Failure to do so will result in, at a minimum, the payment of the fine and costs described above.
- c. Any amounts due and owing to the Owner as a result of a fee imposed for the collection, testing and resulting fine associated with this Lease Addendum shall be considered additional rent under the Lease.

The undersigned Resident certifies that he/she/they have read the entirety of this Lease Addendum, understands it, and voluntarily agrees to every term herein.

Executed on: 11/02/2021

Resident(s):  
DocuSigned by:  
(All Residents must sign)

 Jonathan Denning	11/2/2021 Date		
	Date		

Owner’s Representative:

	Date
--	------

LEASE ADDENDUM FOR CONCESSION, CREDIT OR OTHER DISCOUNT

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 447 in the **TDC Tanglewood Real Estate Owner, LLC** Apartments in Houston, Texas

OR

the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

2. **Concession or discount.** As an incentive and bonus to you for signing the TAA Lease Contract, choosing our property, and agreeing to fulfill your obligations for the entire term of the TAA Lease Contract, you will receive a concession, credit or discount described below. [Check all that apply]

☐ One-time concession. You will receive a one-time concession in the total amount of \$\_\_\_\_\_. This concession will be credited to your charges for the month(s) of \_\_\_\_\_.

☒ Monthly discount. You will receive a monthly discount of \$ 1915.00 for 12 months.

Special provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Payment or repayment for breach.** If you move out or terminate your TAA Lease Contract early, in violation of the TAA Lease Contract, you forfeit the concession or credit received under this addendum.

If you fail to pay all of your obligations under the TAA Lease Contract, then you will be required to immediately repay us the amounts of all concessions and/or discounts that you actually received from us for the months you resided in your dwelling, in addition to all other sums due under the TAA Lease Contract for unauthorized surrender or abandonment by the resident (see TAA Lease Contract Par. 41).

Signatures of All Residents  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Owner or Owner's Representative  
November 1, 2021  
Date of TAA Lease Contract



MORGAN  
THE HAYWORTH  
EcoKLIK™ & Eplank™ with UV Oil Finish  
Maintenance Instructions

This Maintenance Instructions Addendum (“Addendum”) is made and entered into as of «currentsystemdate», (“Effective Date”) by and between «sitename» (“Owner”) and «leasesigners» (“Resident”, whether one or more). The purpose of this Addendum is to modify the Apartment Lease Contract (“Lease”) upon which Resident occupies, or will occupy, apartment number «unitnumber» (“Apartment Home”) to express the Resident’s responsibilities with respect to the maintenance and cleaning of the interior features of the apartment home.

**DO**

- 1. To prevent scratching the finish, sweep or vacuum floors often to eliminate abrasive dust and dirt.
- 2. Mop up spills immediately to prevent floor from cupping.
- 3. Use of rugs in and outside of entranceways as well as high traffic areas (i.e. dishwasher, in front of sinks) will help prevent your floor from showing early signs of wear. Use rugs with mesh backings, which prevent humidity from being trapped underneath the rug.
- 4. Securely fasten felt pads to the bottom of furniture legs or feet, to prevent scratching of floors. Replace pads when needed.
- 5. Use only large, rubber or polyurethane castors. Caution: Plastic castors may potentially damage your floor.
- 6. When moving heavy furniture, don't compromise the finish of your flooring. Flip a mat or small rug over and place a smaller piece of plywood on top of rug. Place furniture carefully on top of plywood. Slide furniture safely and smoothly to its new location.
- 7. Trim your pet's claws often, to avoid scratching of floors.
- 8. Kember Kreative Floors™ advises the use of curtains or blinds whenever possible to aid in the UV protection of your flooring.
- 9. Make sure to maintain a relative humidity level between 25% and 60%. High humidity causes buckling in your floor, and low humidity causes gapping between the floor and the shoe mold around the perimeter. Control the humidity with a dehumidifier and/or humidifier.

**DO NOT**

- 1. Never wet-mop wood floors.
- 2. Never change the temperature of a subfloor radiant heat system by more than 5F (2.8C) per day when switching the system on and off.
- 3. Never use household cleaning detergents on your floors. Never allow high-heels or cleats on your floor, as they will damage the finish.

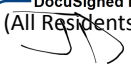
**CLEANING**

We recommend that Kember EcoKLIK & Eplank with UV Oil finish be maintained with CIRANOVA® Flooring Soap

- 1. Sweep or vacuum floors to eliminate abrasive dust and dirt.
- 2. Mix 4 to 5 small caps into 10 liters of lukewarm water. Apply, using floor cloth or mop in the direction of the wood. Rinse dirty mop in clean water. Never clean afterwards with water, you may lose your protective layer.
- 3. Allow to dry for at least one hour at room temperature.
- 4. Use approximately once per month (depending on level of dirt). The more it is used, the better the protection against dirt.
- 5. NEVER use too much water on a wooden floor. Too much water will damage the floor.

Executed on: 11/02/2021

Resident(s):  
DocuSigned by:  
(All Residents must sign)

 Jonathan Denning	11/2/2021		
	Date		Date
	Date		Date
	Date		Date
	Date		

Owner’s Representative:

	Date
--	------

MORGAN  
THE HAYWORTH  
REQUIREMENT OF RENTER’S INSURANCE

This addendum is hereby made a part of and amends the lease agreement dated 11/01/2021 by and between The Hayworth, and Jonathan Denning for unit number 447 located at 1414 Wood Hollow Dr Houston,TX 77057-1615

**Acknowledgement concerning insurance or damage waiver.** You understand that our property and liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions or those of any occupant of the dwelling or any guest. You understand that by not maintaining a renter’s insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in the dwelling. **You understand that paragraph 4 of the Lease Addendum Requirement of Renter’s Insurance requires you to maintain a renter’s insurance policy, which provides limits of liability to third parties in an amount not less than \$100,000 per occurrence.** You agree to maintain, at your own expense, during the Term of the Lease and any subsequent renewal periods, a renter’s insurance policy satisfying these requirements. **Liability Insurance DOES NOT protect you against loss or damage to your personal property or belongings – only a renter’s insurance policy does this.**

**Election of insurance coverage or damage waiver.** You agree to the following with respect to your renter’s insurance (Initial One):

- You agree to purchase renter’s insurance through LeasingDesk Insurance Services (“eRenterPlan”). If you have questions regarding eRenterPlan please call 1-888-205-8118 or visit [www.eRenterPlan.com](http://www.eRenterPlan.com); Leasing Office Employees are not licensed agents. **Note that LeasingDesk Insurance Services, LLC is not owned or operated by us, and we make no guarantees, representations, or promises concerning the insurance or services it provides. You are under no obligation to purchase renter’s insurance through eRenterPlan.**
- You agree to purchase renter’s insurance from an insurance company of your choice. If you elect to purchase the required insurance form another company, you will provide us with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it. You agree to obtain renters insurance with a minimum amount of \$100,000 covering property damage and liability, to notify us within 30 days of cancellation, and to include us in insurance certificate as **“Additional Interested Party” or “Additional Certificate Holder” {Property Name}, PO Box 18763, Irvine, CA 92623-7478.** Under no circumstances should the community be listed as “Additional Insured.”
- You agree to pay **\$25.00** per month to us for insurance that we agree meets the requirements of this addendum. The additional rent is being used by us to purchase supplemental insurance coverage primarily for our benefit which protects us against your accidental and negligent acts. This coverage provides us protection against accidental damage caused by you from Fire, Water, Smoke, and Explosion. You are not a coinsured under this policy insurance nor a beneficiary thereof. You agree to pay us this amount in addition to all other obligations in the Lease Agreement. You also agree that the cost of this insurance will be considered additional rent for purposes of the Lease Agreement.

**Personal Premises Insurance and Liability.** All personal property kept in the Apartment, Apartment building and/or common areas by you (or anyone else whom you permit to use or occupy the Apartment) shall be kept at your own risk. You agree that, as the law permits, you and your insurance carrier will not hold us liable for claims for damage or injury normally covered by Renter’s insurance, even if we are negligent, and you will look solely to your insurance to compensate for any such damage or injury.

**Subrogation allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes the language contained in the lease agreement.

Executed on: 11/02/2021

Resident(s):  
DocuSigned by:  
(All Residents must sign)

11/2/2021

Jonathan Denning

Date

Date

Date

Date

Owner’s Representative:

Date



Mailing Address:  
P.O. Box 17478, Irvine, CA 92623-7478  
Customer Service: 1-888-205-8118  
M-F 6:30am PST to 5:30pm PST  
Interested Party: The Hayworth

**Confirmation**  
Notice Date: 12/4/2020

78807847

**Name and Address of Insured:**

JONATHAN DENNING  
1414 WOOD HOLLOW DRIVE 447  
HOUSTON TX 77057

**Additional Insured(s):**

Any new resident must be added to the policy in order to be eligible for coverage. Residents can be added or removed by logging onto <http://www.eRenterPlan.com>

**Mailing Address:**

1414 WOOD HOLLOW DRIVE  
447  
HOUSTON TX 77057

**Policyholder Contact Information:**

Telephone #: (281)-795-1482  
Email Address: [jonden101@gmail.com](mailto:jonden101@gmail.com)

**Policy Summary:**

Policy Number:	0039861247
Effective Date:	01/31/2020 12:01 AM STD
Expiration Date:	01/31/2021 12:01 AM STD
Coverage	Limit
Personal Property Coverage	\$20,000
Additional Living Expenses	
Personal Liability Coverage	\$100,000
Medical Payments to Others	\$1,000
Deductible:	\$250

**Insurance Company:**

Insurance Company:	American Modern Home Insurance Company
Claims (Toll Free):	1-800-375-2075
NAIC#:	23469
Agent:	LeasingDesk Insurance Services
Lic#:	15986

**Optional Coverages:**

TX Fair Plan Tax, Water Backup of Sewers and Drains

**Premium Installments:**

Your credit/debit card will be debited Annually for your period premium installments. The debit will occur on or about the following date : 01/16/2021

**Important Information**

This policy was transferred to 1414 Wood Hollow Drive, 447 on 11/18/2019

**Insuring Agreement:**

Your complete policy will be mailed to you via U.S. Mail within 15 days. The policy is your contract for insurance, not the Insurance Election Form or this Confirmation of Insurance. Please review all information closely for accuracy when received. The information given here is only a summary of coverage to be provided to you by this policy. We will provide insurance described in the policy in return for the premium and your compliance with all provisions of the policy including endorsements.

**Policy Cancellation:**

Your policy will NOT automatically terminate when you move-out. You must inform us of your cancellation in writing to avoid any further premium being billed to you or deducted from your account. You may also cancel your policy on-line at <http://www.eRenterPlan.com>.

**Notice of Cancellation:**

Your leasing office or apartment community manager may be noticed of any notice of cancellation or non-renewal of your policy.

**Premium Installment Charges:**

If you have chosen to have your periodic premium installment payments debited from your bank account or credit card, please note that these periodic installments will be charged to your account roughly 7 to 14 days prior to your installment due date. This is for your protection and allows us sufficient time to notify you in writing in the event your account is closed or your credit card is declined by your issuing bank.