

**APARTMENT LEASE CONTRACT
(TEXAS – Denton)**

LEASE SUMMARY:

Date: 10/13/2020 Landlord (Owner): HRA The Venue LLC (us, we or our)
 Residents: Paloma D Marte Oquendo
 Starting Date of Lease Term: 08/01/2021 Ending Date of Lease Term: 07/31/2022
 Your monthly installment (12 equal installments for the full term) for the Term (plus incidental additional charges as identified in the Lease) is broken down by Floorplan below. Please verify with site for specific information concerning your date/time of move in after unit placement. In the event that your lease term is greater or fewer than 12 months, your number of installments will reflect the number of the months of the contract.

Floorplan

2x2

Space Option

Venue A

Rent	\$675.00
CSCORE-M	\$7.00
PCON	\$5.00
RLIP	\$11.00
Total Monthly Charges	\$698.00

Your Rent for a full term contract is payable in 12 equal installments based on your Floorplan, Utility and Carport/Pet (plus the incidental charges and applicable sales taxes). This amount is not a prorated amount. You are responsible for the full installment each month. The installment may include (but is not limited to) Base Rent (RENT), Liability Coverage (RLIP), Personal Contents Protection (PCON) Credit Score Impact Service (CSCORE), Pet Rent (PETRT), Trash (TRASH), Carport (CARPO) and Short Term (SHORT). In the event that your lease term is greater or fewer than 12 months, your number of installments will reflect the number of the months of the contract. There is a one-time non-refundable fee up to \$75 due with your first installment. This covers (when applicable) parking pass, gate remote/access card and utility setup fee. If you lose your items, there will be an additional replacement fee.

Apartment Community: The Venue
 Unit Number (if assigned): 1004-A
 Street Address: 1407 Bernard St.
 Denton, TX 76201

1. SPECIAL PROVISIONS. The following special provisions have been added to and are a part of this Lease:

Lease Addendum, Parental or Sponsor Guaranty, Concession Addendum (if applicable).

2. UTILITIES. See Utility Addendum.

3. LEASE TERM.

- a. The Lease starts on the Starting Date, and ends at 10:00 a.m. on the Ending Date (the fact that you are no longer a student doesn't shorten the term or reduce your liability), but you cannot occupy your Premises until we have complete and executed lease documents and any guaranty. Even if we can't provide your Bedroom to you when we're supposed to, we won't be liable to you for damages because of the delay, you just don't owe us Rent for that period (but that's the only remedy that you have).
- b. The Lease ends on the Ending Date and DOES NOT automatically renew on any basis. You must surrender possession of your bedroom on the Ending Date. You will be given the opportunity to sign a renewal lease for next school year during the Lease term and remain in your current Bedroom. However, if you do not sign a renewal lease, your Bedroom will be placed on our "available" list and may be leased to another applicant. Once the Bedroom has been leased to another applicant, you WILL NOT be able to sign a renewal lease for your Bedroom.

4. NOTICE-TO-VACATE. Resident is required to furnish Landlord with a written notice of intent-to-vacate the Premises, Apartment, Bedroom, or intent-to-renew this Lease **at least 75 days prior to the expiration of this lease as noted above.** Notification must be made in writing to the leasing office at 1407 Bernard St. Denton, TX 76201, during posted business hours, and must be written on Landlord's form. If Resident does not give a proper notice of intent-to-vacate or intent-to-renew, Resident Premises, Apartment, and Bedroom will automatically be considered available for re-let upon the expiration date of this Lease. In

1 PDM



addition, Resident will be assessed a \$150 Insufficient Notice Penalty. Renewal is not guaranteed even if no notice is given. To continue occupancy, Resident may be required to submit new application paperwork, fees and deposits.

5. DESCRIPTION. This Lease is between us and you. We agree to lease to you and you agree to lease from us, the Premises. The "Premises" is defined as including each of the following:

- a. Your sole use of the Bedroom in the Apartment in the Building;
- b. Together with the other residents of the Apartment, your joint use of the Common Areas in the Apartment and the Apartment community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom, and, within the Apartment Community, those areas to which all residents have general access);
- c. Your sole use of the furniture within the Bedroom; and your joint use of all appliances and furniture within the Common areas of the Apartment; and
- d. Your joint use of the Mail Box and your sole use of the Parking Stall if one or both have been assigned to you. If the Postmaster serving the Apartment Community has instituted or begins during this Lease "single drop delivery," we will place your mail in the Mail Box, but assume no liability for mis-delivery, delays in delivery and/or failure of delivery
- e. While we will not act arbitrarily, commencing not earlier than 5 days after we provide written notice to you, we have the right to relocate you from one Bedroom in the Apartment to another or even to another Apartment in the same or another Building.

6. GENERAL. Timing is very important in the performance of all matters under this Lease. Your execution of this Lease confirms that no oral promises, representations or agreements have been made by us or any of our representatives. This Lease is the entire agreement between the parties. We make no representations or warranties that all residents of the Apartment Community will be students. Our representatives (including management and leasing personnel, employees, and other agents) have no authority to waive, amend or terminate this Lease or any part of it and no authority to make promises, representations or agreements which impose duties of security or other obligations on us unless done in writing and signed by us. All Lease obligations are to be performed in the county where the apartment is located. Unless this Lease states otherwise, all sums owed by you are due upon demand. Our delay or non-enforcement of our rights shall not be a waiver under any circumstances of our future right to enforce such rights. If any part of this Lease is not valid or enforceable, it shall not invalidate the remainder of this Lease.

7. RESIDENT INFORMATION. If you or the Guarantor has supplied information to us by means of a rental application or similar instrument, you represent that all such information is true and correct and was given by you and the Guarantor voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, we can provide it.

8. GUARANTY/CONDITIONAL APPROVAL. THE PARENTAL OR SPONSOR'S GUARANTY PROVIDED TO YOU MUST BE SIGNED AND RETURNED TO MANAGER WITHIN 3 DAYS AFTER THE DATE OF THIS LEASE. AT OUR OPTION THIS LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES MAY TERMINATE IF THE PARENTAL OR SPONSOR'S GUARANTY IS NOT SIGNED AND RETURNED TO THE MANAGER. IF YOUR APPROVAL WAS CONDITIONED UPON PROVIDING PROOF OF ENROLLMENT, SUCH PROOF MUST BE SUBMITTED WITHIN 14 DAYS OF THE COMMENCEMENT DATE OF THIS LEASE. FAILURE TO PROVIDE SUCH PROOF, MAY, AT OUR OPTION, RESULT IN THIS LEASE AND YOUR RIGHT TO POSSESSION OF THE PREMISES BEING TERMINATED.

9. SECURITY DEPOSIT. Once you sign the application, you will be required to deposit with the Manager the Security Deposit as partial security for all of your obligations under this Lease (the Security Deposit will not be our limit of damages if you violate the Lease). Among other items, the cost of labor and materials for cleaning and repairs, over and above "normal wear" and the amount of delinquent payments and late charges may be deducted from the Security Deposit. If the Security Deposit is reduced because we have had to apply all or part of it to your unpaid obligations, you agree that on our written demand, you will deposit with the Manager, within 3 days, the funds necessary to restore the Security Deposit to its full amount. You can't use the Security Deposit to offset or pay in advance any month's Rent or any other charges under this Lease, but we can use, if we want to, all or any part of the Security Deposit, for any unpaid obligations. You agree that we have 30 days after the later of (a) expiration or termination of this Lease, (b) the date on which we received written notice of your forwarding address, and (c) payment in full of amounts that you owe to us, to return any unused portion of the Security Deposit to you. Along with that return, we will provide to you a description and itemized listing of deductions that we have taken from the Security Deposit. If we sell the Apartment Community and if your Security Deposit is transferred to the new owner, we don't have any further liability to you for the return of all or any portion of the Security Deposit—you must look to the new owner. Resident refunds will only be issued to a Resident named on the Lease and will only be paid in US Dollars from a United States banking institution in the form of a domestic check. The resident accepts all responsibility for depositing the refund and understands no exceptions will be made.

10. RENT AND ADDITIONAL CHARGES. You will pay us the Rent Installment (Base Rent and other recurring fees) on or before the 1st day of each month, in advance and without us having to make demand for payment. The Installment is payable at the Manager's office (or at such other place as of which we notified you in writing). Except as provided by law, you have no right to withhold Rent for any purpose, even an Act of Nature, or to reduce or offset Rent payable to us by any of your costs or damages against us. Your first Month's Installment is payable to us before you move in. At our option, we can require that all money payable to us is to be paid in either certified or cashier's check, money order or personal check but we are not obligated to accept personal checks after the 10th day of the month. Your obligation to pay Rent is a promise by you which is independent from all of our promises, duties and obligations.

- a. Regardless of whether it's a holiday or weekend, if you haven't paid everything that is due on the first of the month (or on the Starting Date, as applicable), then on the FOURTH (4th) of the month, we can charge you an initial late charge of \$50.00. Starting on the FIFTH (5th) day of the month, we will also charge you \$10.00 per day until you have paid everything that you owe. You also agree to pay a \$30.00 charge for each returned check plus the above late charges until we receive acceptable payment. Any late fees or returned check charges constitute Rent and failure to pay such fees and/or charges gives rise to all remedies available to us for nonpayment of Rent.
- b. At our option and without notice to you, any money that we receive can be applied first to your non-rent obligations and, then to Rent (any past due Rent being paid first), regardless of whether or not you have made notations on checks or money orders and regardless of when the obligation came about.
- c. While we don't have to, we can accept partial rental payment, but we don't waive our rights to collect and enforce the payment of the remainder.
- d. You are liable for all costs or charges associated with our having to provide special services to you or on your behalf and for all fees or fines as described in the Lease Addendum which are attached to this Lease.

11. OCCUPANTS. The unit will be used only for housing persons listed on this rental agreement. Occupancy is limited to one person per room. Residents must be approved by Owner/Agent and are subject to full screening procedures and fees. Persons other than those specifically listed on this Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 3 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, "staying in the rental unit" means presence on the Premises for a substantial amount of time, whether during the day or overnight, and shall include but not limited to, long-term or regular house guests, live-in baby-sitters, visiting relatives, etc. Resident shall notify Owner/Agent in writing at the earlier of: any time the Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be required to submit a report to the Owner/Agent identifying any person not identified on this Rental Agreement and staying in the rental unit for more than 3 consecutive days, or 20 nonconsecutive days in any 12-month period, and shall state whether such person is contributing to the income of Resident and to what extent. Owner/Agent may require any person listed on page 1 as an "Other Occupant", upon reaching the age of 18, to submit an application and screening charge to Owner/Agent, be screened and if the person meets all current screening criteria, be added to this Rental Agreement as a Resident. Failure to submit an application and screening charge within 10 days of Owner/Agent's request, failure to meet the screening criteria, or failure to execute documents to be added as a Resident within 10 days of a successful screening, will be a material violation of this Rental Agreement.

If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment, agree to pay us, as part of your respective Rent, the Rent due for such unoccupied bedroom. **The fact that you and your roommates may be in conflict with each other won't act as grounds to terminate the Lease.** If your roommate or a potential roommate was not truthful on their roommate preference card, we are not liable, but that person could be in default under their lease.

12. ASSIGNMENT AND SUBLETTING: Subletting is not allowed. Resident will not assign this Lease, or sublet said Premises, or any part thereof, nor permit the Premises to be occupied by anyone other than the Resident and such other residents of the Premises as may be authorized by the Landlord, without the prior written consent of the Landlord, which consent may be withheld in the sole and absolute subjective discretion of the Landlord, nor use or permit the Premises to be used for any purpose other than that of a private dwelling. In the event the Landlord agrees to a Lease Takeover, Resident will be charged a fee up to \$400.00 for the additional office work involved regardless of the source of the new resident. Resident agrees to comply with all lease take over requirements and forms as specified by the Landlord, including giving a 30-day written notice of intent-to-vacate. The apartment and/or bed space being taken over must be left in good condition for the new resident. Non-compliance may result in turnover related charge backs. Lease Takeovers must be of the same gender unless all roommates are willing to sign the Co-Gender Lease Agreement/Addendum. Illegal occupants/re-assignments, if found, will be charged an additional lease violation fee of \$500.

13. MULTIPLE RESIDENTS. Each resident of an Apartment is jointly and severally liable with the other residents of the Apartment for all lease obligations relating to Common Areas and utilities; however only you are liable for the lease obligations relating to your Bedroom and the payment of your Rent. You are not liable for any of your fellow resident's

obligations as to their bedroom and their rent payable to us.

14. MOVE-IN. An Inventory and Condition Form will be provided to you at the time that you move into the Premises. This form can be turned into the office or submitted online. By the end of the day on which you move-in, you need to tell us in writing of any defects or damages in your Premises; otherwise, the Premises, fixtures, appliances and furniture will be considered to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us, you accept the Premises, fixtures, appliances and furniture in **their "AS-IS" CONDITION, WITH ALL FAULTS. WE MAKE NO EXPRESS AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES, FIXTURES, APPLIANCES OR FURNITURE.**

15. LEASE ADDENDUM. You and your guests must comply with all written rules and policies which we adopt for the Apartment Community. These rules and policies are considered to be a part of this Lease and we can revise, amend, expand or discontinue the rules and policies at any time at our sole discretion by posting a notice on a bulletin board or other area that we designate for notices to residents.

16. PARKING. Resident will obey all parking and speed regulations which Landlord may promulgate or post, and park, in the designated parking areas, only one properly tagged and functioning passenger motor vehicle, motorcycle or truck (with no commercial lettering) not in excess of ¾ ton GVW, whose appearance, in Landlord's reasonable opinion, does not detract from the apartment community, in designated parking areas and will not permit nor maintain any commercial vehicles or trucks in excess of ¾ ton GVW, trailers, campers or boats in or about the apartment community. Resident shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of the Landlord. Any vehicle parked by Resident in the parking areas must display as directed by Landlord, a valid parking sticker as provided by the Landlord at a charge of \$25.00. If Resident shall fail to comply, Resident agrees to pay Landlord, at the rate of \$10.00 per day, for the use of said parking area. Resident does hereby further irrevocably constitute and appoint Landlord as Resident's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Resident in such place or places as Landlord, in its sole discretion, may deem proper. Any vehicle will be towed, or other property parked, or stored, to block or inhibit access to any dumpster or fire lane will be towed, or otherwise removed, at its owner risk and expense.

17. SAFETY. YOU MUST EXERCISE DUE CARE FOR YOUR AND OTHER'S SAFETY AND SECURITY PLEASE READ THE SAFETY GUIDELINES ATTACHED TO THIS LEASE. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons. We are not obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and we can discontinue any of such items provided at any time without notice.

18. LIABILITY. Neither we nor the Manager, or our respective employees, agents and affiliates, will be liable to you or any of 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 or your personal conflict with your roommates. We have no duty to remove ice, sleet or snow, but we may do so in whole or in part, with or without notice to you. YOU, FOR YOURSELF AND FOR YOUR GUESTS RELEASE US AND THE MANAGER, AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS AND OUR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AFFILIATES (the "RELEASEES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO YOU, MEMBERS OF YOUR FAMILY OR YOUR GUESTS, IN OR ABOUT THE PREMISES OR THE APARTMENT COMMUNITY UNLESS SUCH CLAIM OR DAMAGE WAS CASUED BY THE NEGLIGENCE OF THE RELEASEES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE APARTMENT COMMUNITY OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR AREAS, IT BEING UNDERSTOOD THAT ALL SUCH AREAS AND FACILITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

19. MAINTENANCE, ALTERATIONS AND REPAIRS.

- a. You are responsible for and will take good care of the Premises and the furniture in the Premises and Common Areas. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damage from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damages to furniture, appliances, doors, windows or screens, damage from window or doors left open and repairs or replacements to security devices

necessitated by misuse or damage by you or your guests (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any over-payment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within 10 days after we send you an invoice. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.

- b. **You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If you do not comply with this, you may be subject to damages, civil penalties and attorneys' fees under Section 92.2611 of the Texas Property Code. AFTER YOU MOVE IN, YOU ARE RESPONSIBLE FOR KEEPING THE SMOKE DETECTOR IN WORKING ORDER.**
- c. Except in the event of an emergency, if you have a request for repairs or services to the Premises, or repairs or replacements of security device or smoke detectors, the request must be in writing to us. In case of malfunction of utilities or damage by fire, water, or similar cause you must notify us immediately. In case of malfunction of air conditioning or other equipment, you must notify us as soon as possible. Additionally, you are required to notify us in writing promptly of: water leaks, electrical problems, carpet holes, broken glass, broken locks or latches, and any condition which you reasonably believe poses a material hazard to health or safety. Once we receive the notice, we will act with reasonable diligence in making repairs and reconnections, but during that time you can't stop payment of or reduce the Rent except to the extent allowed by law.
- d. We can temporarily turn off equipment and interrupt utilities to avoid property damage or to perform work requiring such interruption as determined in our sole judgment.
- e. Neither we nor the Manager will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or the Manager are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, they will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request you will have to pay in advance any additional charges resulting from such request.
- f. We are not liable to you or your guests for personal injury or damage or loss of personal property from any cause, including, but not limited to, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities; except to the extent that such injury, damage or loss is caused by our negligence or the negligence of Manager. **We urge you obtain your own insurance for losses due to such causes.**
- g. Resident must immediately notify the office of any pest control/rodent related issues. Failure to do so will result in the charge back of required professional treatment and can include additional charges for physical damages incurred by the property and/or lost rent. Pest control/rodent related extermination due to lack of cleanliness or pets will also result in damage charge backs.

20. RIGHT OF ENTRY. Both we and the Manager, and our respective agents, employees, repairers, servicers and representatives may, without notice, at any time, enter the Premises for any reason that we or the Manager deem to be reasonable, including without limitation our entry of the Apartment for the purpose of preparing any vacant bedroom in the apartment for re-rental. The entry can be gained by use of a pass key or other means (to include disarming any intrusion alarm, if applicable, or by breaking a window or other means if locks have been changed in violation of this Lease, and you will be liable for any damage caused thereby). Both we and the Manager can also enter the Premises, upon giving you prior notice, to show a Bedroom or the Apartment to government inspectors, lenders, prospective buyers, prospective residents, other tenants or insurance agents.

21. MOVE-OUT.

- a. If you intend to leave the Premises permanently prior to the Ending Date and you want us to return to you any remaining Security Deposit you must provide the Manager with advance written notice of the specific date by which you will leave. Telling us about your leaving without putting it in writing is not sufficient. We suggest that you use our form for a move-out notice. If you don't, you are responsible for obtaining the Manager's written acknowledgement that the move-out notice has been received. Even if you give proper notice, you are still obligated under the Lease and we can apply your Security Deposit to your account. You will be responsible for monthly Installments of Rent through the end of the Lease term or until a replacement resident is found, whichever occurs first.
- b. When you leave, whether at or prior to the Ending Date, the Premises, including the carpets, windows, bathrooms, patios, balconies, kitchen, appliances and furniture in the Bedrooms and Common Areas, must be clean and in good repair and condition. If they are not, you will be liable for reasonable charges to complete such cleaning, repair or replacement.
- c. If you leave any of your property in the Premises after you leave or after the end of this Lease, that property is deemed to be abandoned by you and we can take such action as we desire and charge you with costs incurred to keep, sell or dispose of such property without liability to you.

22. RELETING CHARGE. There is no early termination clause in this Lease. You will be liable for a reletting charge equal to 85% of the highest monthly rent during the Lease Term if you (1) fail to move in or (2) move out without our prior written approval,

or (3) are judicially evicted. The reletting charge is not a cancellation fee and does not release you from your obligations under the Lease.

Not a Release. The reletting charge is not a Lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain - particularly those relating to administrative and marketing costs. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge does not release you from continued liability for future or past-due Rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys; or other sums due under this Lease.

23. HOLDOVER. If you still occupy the Premises past the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, then you owe us double Rent for the extra time that you stay in the Premises (payable daily in advance) plus, all of our damages and damages of the person who couldn't move in because of your holdover. In addition, 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 dwelling while Resident continues to holdover.

24. DEFAULT. You are in violation of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease as directed by this Lease;
- b. You or your guest violates this Lease or any addendum to it, any apartment rules, or fire, health or criminal laws, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the other residents of the Apartment are disconnected or shut-off because of non-payment;
- d. You fail to move into the Premises after completion of all required documentation, or, if you abandon the Premises (that is, you appear to have moved out before the end of the lease, clothes and personal belongings have been substantially moved out and you haven't been in the Bedroom for 5 consecutive days); 5 days after your death; or, 3 days after your scheduled move in day if you fail to move in;
- e. You or the Guarantor have made any false statement or misrepresentation on any information provided to us;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana, or illegal drug paraphernalia as defined in applicable law;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession); or
- h. you fail to pay any fine within 10 days after it is levied in accordance with this Lease or the Lease Addendum.

25. REMEDIES. If you are in violation of this Lease, we can, without demand or notice (other than is provided in this paragraph) in addition to other remedies allowed by law:

- a. Collect any fine imposed by the Lease Addendum;
- b. Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Premises by giving you written notice providing 24 hours for you to leave;
- d. Sue to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with any expense incurred to relet the Premises);
- e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;
- f. Report all violations to credit reporting agencies; and
- g. Do any combination of a, b, c, d, e or f; however, if the default relates solely to your failure to move-in, we will return prepaid rent and the security deposit if you find a replacement tenant acceptable to us who takes occupancy on the Starting Date; however, if we find the replacement tenant, we can retain a lease cancellation fee equal to 85% of the highest month's rent. All unpaid amounts will bear interest at 18% per year from the date originally due through the date of payment.

26. CUMULATIVE REMEDIES. The exercise of any remedy by us shall not be taken to exclude or waive the right to exercise any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it.

27. COSTS AND FEES. In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including reasonable attorneys' fees, as part of any judgment.

28. CASUALTY LOSS. If in our reasonable judgment, the Premises, the Building or the Apartment Community is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you

written notice. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and all deposit(s) less lawful deductions. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guest is the cause of the fire or casualty.

29. SALES. Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all of our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of "Landlord" from and after the date of such sale.

30. SUBORDINATION AND RIGHT TO ENCUMBER. The lien of any lender(s) on the Apartment Community will be superior to your rights as a tenant. Therefore, if we violate the loan and a lender takes over ownership, it can end this Lease or it may elect to continue the Lease. It is at the discretion of the holder of the mortgage documents. Your rights under this Lease are therefore subject to the rights of the lender(s) on the Apartment Community.

31. LIABILITY OF LANDLORD. If we violate this Lease, your damages (and those of anyone else) cannot exceed our equity in the Apartment Community but before you bring any action against us, you first have to give us written notice of the nature of our violation and allow us 30 days to cure it.

32. MILITARY SERVICE. Under the following circumstances, you may terminate the Lease by giving us written notice if: (1) you are or become a member of the U.S. Armed Forces on extended active duty and receive change-of-station orders to permanently depart the local area, or if you are relieved from active duty (subject to the exception noted below); or (2) you are deployed to a foreign country as a member of the U.S. Armed Forces and are not continuing to receive housing allowance from the military. In either case, upon your notice, the Lease will terminate the later of (1) the next rental due date following the 30th day after you give us your termination notice, or (2) the next rental due date following the effective date of your deployment or station change. The date of deployment or station change in the future must be before your Lease term ends. You must furnish us either a copy of the official permanent change-of-station orders or a deployment letter or order. Military permission for base housing doesn't constitute a permanent change-of-station order. After move out, you're entitled to the return of your Security Deposit, less lawful deductions. When signing or renewing a lease, if you already have deployment or change-of-station orders, or if you know that you will be retiring or that your enlistment term will end before the end of the Lease term, you will not be released from this Lease without our prior approval. Deployment or station change orders will only release the resident who qualifies (1) or (2) above and receives such orders during the Lease term, and such resident's spouse and/or legal dependents.

33. Resident's Property and Liability Insurance. Resident understands and agrees that Owner, its agents, employees and legal representatives are not liable to Resident or Resident's occupants, guests and invitees from losses of their personal property due to theft, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind and the like. Residents are required to obtain insurance to protect their personal property and contents against such events (See *Personal Content Program* section below). Resident shall at all times during the term of the lease maintain general liability coverage for the acts and omissions in the minimum amount of \$100,000 (on a per occurrence basis) per responsible lease signer. You may purchase insurance from a qualified insurer of your own choosing or not opt-out of the recommended program 'Resident Liability Insurance Program' as specified in the next section. Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, and valuables kept by Resident in or about the Premise, Unit, and Community. **Owner shall not be liable to Resident, Roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage, injury, or loss is caused by the negligence of Owner. Resident expressly waives all claims for such injury, loss, or damage.** The Owner is not responsible for and will not provide fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system, if applicable. Resident must provide proof insurance throughout the lease term and will breach lease agreement if not obtained with proof of coverage provided to owner. Failure to provide validated proof of insurance will result in automatic opt in to the Resident Liability Insurance Program at any point throughout the lease term.

Resident Liability Insurance Program. As an added service to Residents, the owner will automatically include a \$11 monthly (per Resident) charge in this Contract for Liability Insurance through our Resident Liability Insurance Program (RLIP) unless resident provides proof of qualifying alternative coverage. The RLIP may be stopped on the last day of any month with proof of alternative qualifying coverage (No prorates). The RLIP fulfils the property requirement of \$100,000 liability coverage per responsible lease signer but does not provide any personal content coverage. If an alternative to the RLIP is utilized, resident must provide proof of coverage, name POPIC-Horizon (address must be listed: 1200 Newport Center Drive, Suite 185. Newport

Beach, CA 92660) as a certificate holder or interested party and name the property as a certificate holder or interested party. The principals of Landlord have an ownership interest in the RLIP. Because of this relationship, this referral will provide the principals of Landlord a financial or other benefit.

Any Resident that is not in compliance with the Property and Liability Insurance policy can be fined up to \$50.00 each month for non-compliance until proof of insurance is provided and the Owner may terminate this Lease. This \$50.00 non-compliance fee does **not** relieve Resident of the requirement of renter's insurance nor does it enroll them in any site provided insurance plan.

Personal Content Program ("PCON"). Resident shall be automatically enrolled in additional person property damage and replacement coverage for Five Dollars (\$5.00) per month per responsible occupant. The Personal Content Program ("PCON") provides a limit of \$4,000 of coverage with a \$500 deductible. Resident may opt out of the PCON at any time by completing the required opt out form ("PCON Opt Out Form") and emailing the form to hra.rlip@popicllc.com. By completing the PCON Opt Out Form, Resident acknowledges that he or she shall not be allowed to file any claims for loss or damage under the PCON and Resident will be personally responsible for any and all damage to Resident's property as state above. Upon execution of the PCON Opt Out Form, Resident shall not be eligible for coverage under any PCON until the following Contract Term.

The PCON shall be arranged through Worth Ave. Group ("WAG"). Resident acknowledges that WAG is no way affiliated with the Landlord or Principals of Landlord. If Resident fails to remit payment of the Additional Fee for the PCON when due, Resident shall automatically be opted out of the PCON, will not be allowed to file any claims for loss or damage to the Resident's personal property and will be personally responsible for damage to Resident's property whether or not a PCON Opt Out Form is completed. All claims under the PCON shall be processed directly through WAG according to WAG's instruction, and Landlord shall not be responsible for the processing or payment of any claim. Resident agrees to pay any and all cost associated with PCON as additional rent and all other obligations in the Resident Lease Agreement.

34. MISCELLANEOUS. Residents may have rights under Texas law to terminate the Lease in certain situations involving family violence or a military deployment or transfer.

35. USE AND LIKENESS. The undersigned hereby irrevocably consents to and authorizes the use The Venue, its officers and employees, of the undersigned's image, voice and/or likeness as follows: The Venue shall have the rights to photograph, publish, re-publish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display or otherwise use or reuse the undersigned's image, voice and/or likeness in connection with any products or service in all markets, media or technology now known or hereafter developed in The Venue's products or services, as long as there is no intent to use the image, voice and/or likeness in a disparaging manner. The Venue may exercise any of these rights itself or through any successors, transferees, licensees, distributors or other parties, commercial or nonprofit. The undersigned acknowledges receipt of good and valuable consideration in exchange for this Release, which may simply be the opportunity to represent The Venue in its promotional and advertising materials as described above. The undersigned acknowledges and authorizes the consent for any ward(s) or children under his/her legal guardianship.

36. RENTPLUS CREDIT BUILDING SERVICE. Rentplus (CSCORE) is a service that reports positive payment history to credit bureaus to assist residents in building rental/credit history. The listing of the \$7 monthly charge on this contract and subsequent billing of the \$7 constitutes an enrollment in the RentPlus program. Once enrolled, Resident agrees to participate for the full lease term in order to obtain optimal results. The monthly \$7 per enrollee charge will be billed to residents in conjunction with Monthly Rent and other Additional Service Charges. Rentplus is a positive credit reporting service so no negative reports will be made for late payments. Additional questions about the service or your individual account can be addressed by visiting www.rentplus.com and speaking with one of their agents.

⁸ *Paloma D Marte Oguendo*

⁹ *Alisha Patterson*

LEASE ADDENDUM

The following Lease Addendum is attached to and made a part of your Lease Contract. You should read the following carefully. This Lease Addendum is incorporated into and made a part of all Resident Leases.

1. Access Gate. (If applicable) Subject to our right to remove the Gate at any time, we are providing a controlled access gate (the "gate") in an attempt to control access to the Apartment Community - it is not provided for your security. If we remove the Gate we will not be in violation of any warranty or promise. Any benefit that you may receive from the Gate is only incidental to the existence of the Gate. The Gate is not a guarantee of your personal safety or security, nor is it a guarantee against criminal activity. You agree that your actions won't impair the use or function of the Gate. The Gate is a mechanical device and can be rendered inoperative at any time.

We are not and will not become liable to you, your family or your guests for any injury, damage or loss which is caused as a result of any problem, defect, malfunction, disruption or failure of the performance of the Gate. In consideration of our attempt to better serve you by installing the Gate, you agree that on behalf of yourself, your family or guests, you will not make demand upon or file suit against us and you hereby release us, or any of our agents, contractors, employees or representative for any damages, costs, loss of personal property, damages or injury to you as a result of, or arising out of or incidental to the installation, operation, repair or replacement or use of the Gate.

2. Parking Space.

1. Lease. The parking space is part of the Premises. Your use of the parking space is subject to the terms of the Lease as well as the terms of this Addendum. Your right to use the parking space ends at the same time as your right to live in the Premises.

2. Use. The parking space can be used only for parking your car or motorcycle and for no other purpose. You agree that you will not store any welding, flammable, chemical, odorous, explosive, hazardous or other inherently dangerous materials in or around the parking space.

3. Storage (If applicable).

1. The monthly rent on the first page of the Lease Contract covers both the apartment and the Unit. The lease of the Unit is subject to the same terms and conditions that apply to the lease of the apartment itself, and it covers the same period of time. Additional conditions are as follows.
2. The Unit may be used only for storage of resident's personal property.
3. Resident will not, at any time, keep within the Unit anything that is dangerous or detrimental to the safety or health of other residents or occupants of the apartment community, or in violation of any building codes or city ordinances. Prohibited items include fuel, flammable materials, piles of paper, rags or other flammable material that may create a fire hazard. Owner reserves the right to remove, without prior notice, any contents of the Unit that the owner reasonably believes might constitute a fire or environmental hazard. NO SMOKE OR FIRE DETECTOR WILL BE FURNISHED BY THE OWNER.
4. Owner may periodically open and enter Units to ensure compliance with this addendum. Written notice of such opening and entry will be left inside the main entry door of the dwelling.
5. Unit locks may not be re-keyed, added or changed without owner's prior written consent.
6. Any items remaining in the Unit after resident has vacated the apartment will be removed and sold or otherwise disposed of according to the Lease Contract which addresses owner's disposition or sale of property left in an abandoned or surrendered apartment.

4. Access Agreements. You agree to pay a replacement charge of up to \$25 for Key and Parking Sticker(s) and up to \$50 for each Personal Access Card(s), Amenity Key(s) and Key Fob(s) lost or not returned by 10:00am on the last day of the contract. These will be issued at move-in.

5. Wait List. If an apartment/bedroom is not assigned, the applicant will receive a full refund of the Security Deposit. Management will notify you once we determine what your assigned bedroom will be. The applicant understands that this is a binding contract and he/she is responsible for all conditions set forth in the Lease Agreement and the Lease Addendum.

6. Package Release. Due to the liability involved, the Apartment Community will accept packages from commercial delivery services (UPS, Federal Express, etc.) only with written consent. If you have any questions, please feel free to contact the Information Center. By signing this Addendum, you give us your written consent to accept such packages. This service is offered as a convenience to you, and you hereby release us from all liability of any kind in connection therewith.

7. Mold and Mildew. In order to avoid mold growth, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Resident acknowledges that it is necessary for Resident to use appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Resident agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment. Resident agrees to immediately report in writing to the management office: (i) any evidence of a water leak or excessive moisture in the Apartment, as well as in any storage room, garage or other common area; (ii) any evidence of mold - or mold or mildew-like growth; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Apartment; (iv) any inoperable doors or windows and (v) any moldy, dank or "off-odors" in the Apartment, even if mold or mildew is not evident. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Paragraph. If through Resident's information or information developed by management, Owner believes that it needs to enter the Apartment to inspect, test or remediate mold, mildew, or excess moisture, Resident shall allow such entry, inspection, testing and remediation and shall not consider this activity to be a default by Owner or a constructive eviction of Resident.

8. Body of Water. (If applicable) Within the Apartment Community is a detention pond. The steep banks, depth and clarity of the waters create certain dangers and hazards but these have been pointed out to you. In the event that you or your guests approach the pond, you do so with full assumption of all dangers and risks inherent therein. You agree to indemnify, defend and hold harmless the Landlord, the Manager and their respective employees, officers and directors (collectively, the "Indemnities") against and you hereby release and covenant not to sue or cause to be sued the Indemnities with respect to all liabilities, expenses, and losses incurred as a result of any accident, injury, death or damage involving you or your guest which shall happen in, on, or around the pond.

9. Internet Access and Internet Connections. In this paragraph, the terms "you" and "your" refer to all residents signing below; the terms "we," "us" and "our" refer to the Owner named in the Lease Contract (not to the property manager or to anyone else). We provide internet access to each Apartment and in the computer center in the Apartment Community's clubhouse. All computer hardware and software necessary to access the internet shall be supplied by you at your cost and expense. Any access or use other than as provided by us shall be at your cost and expense. There will be no reduction in Rent you pay if you do not access the internet or if you access it through a system other than the access provided by us. We are not liable for any interruption, surge, inability to connect, failure of the internet provider to provide such services, nor for any damages directly or indirectly related to such matters. We are also not liable for, and you agree to take sole responsibility for, and to indemnify, defend and hold us harmless from, any damages or claims you or any other person may suffer or have as a result of your use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud and copyright and trademark infringement.

10. Security Guidelines for Residents. The Management would like you to be aware of some important guidelines for the safety of yourself, your guests and your property. We recommend that you consider following these guidelines, in addition to other common sense safety practices.

PERSONAL SECURITY - WHILE INSIDE YOUR APARTMENT OR UNIT

1. Lock your doors and windows - even while you're inside.
2. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
3. Do not give out keys, access devices, gate or lock combinations.
4. Don't put your name, address, or phone number on your key ring.
5. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. We will be happy to accommodate you, as long as you pay for the rekeying.

Even if you don't request a lock change under these circumstances, we reserve the right to change the locks at your expense.

6. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the management.
7. Check your smoke detector monthly for dead batteries or malfunctions.
8. Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
9. Immediately report the following to management - in writing, dated and signed:
 - a. Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - b. Any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
10. Close curtains, blinds, and window shades at night.
11. Mark or engrave identification on valuable personal property.

PERSONAL SECURITY - WHILE OUTSIDE YOUR APARTMENT

12. Lock your doors and windows while you're gone.
13. Leave a radio or TV playing softly while you're gone.
14. Tell your roommate(s) where you're going and when you'll be back.
15. Don't walk alone at night.
16. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
17. Use lamp timers when you go out in the evening or go away on vacation.
18. While on vacation, have your mail temporarily stopped by the post office.
19. While on vacation, have your newspaper delivery stopped.
20. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY - WHILE USING YOUR CAR

21. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
22. Whenever possible, don't leave items in your car, such as tapes, CDs, wrapped packages, briefcases, or purses in view.
23. Don't leave your keys in the car.
24. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
25. Check the backseat before getting into your car.
26. Don't stop at gas stations or automatic-teller machines at night or anytime when you suspect danger.

PERSONAL SECURITY - AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always proceed as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security to the fullest extent permitted by applicable law. The best safety measures are the ones you perform as a matter of common sense and habit.

11. 911 Service. The City's 911 emergency response computer system does not currently have the capability of identifying your specific apartment number based solely on a telephone call to the system, therefore, if you are in need of emergency assistance, PLEASE GIVE THE 911 OPERATOR YOUR APARTMENT NUMBER.

12. Move-Out Instructions. The following information is provided to assist you in your move-out and expedite the return of your security deposit. REQUIREMENTS TO BE FULFILLED BUT ARE NOT LIMITED TO:

1. Full term of Lease Agreement.
2. 75 day Notice of Intent to Vacate submitted to office.
3. No unpaid charges or delinquent rents.
4. All Keys, remotes, and/or access cards returned.
5. Schedule a Check-Out Appointment with the office 48 hours in advance.
6. Forwarding address left with office for return of Security Deposit.
7. Stamped, self-addressed envelope
8. Any other keys, parking stickers, etc. returned to office.

All belongings/possessions must be removed from the apartment prior to the Check-Out Appointment. All necessary cleaning should be completed as well. A Detail of Expected Cleaning can be obtained at the Information Center.

13. Tanning Device Warning and Release. (if applicable) Use of the tanning facility by you is subject to the following:

1. Your failure to wear eye protection may result in permanent damage to your eyes.
2. Overexposure to ultraviolet light (whether from natural or artificial sources) causes burns.
3. Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
4. Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
5. Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain: (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicines; or birth control pills.
6. If you are taking a prescription or over-the-counter drug, you should consult a physician before using a tanning device.
7. If you are pregnant, you should consult your physician before using a tanning device.
8. If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using a tanning device.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND THE FOREGOING WARNING. ON BEHALF OF MYSELF AND MY FAMILY AND HEIRS, I ASSUME THE RISK FOR ANY INJURY (INCLUDING DEATH) OR ACCIDENT WHICH RELATES TO THE USE OR MISUSE OF THE TANNING DEVICE. I WAIVE, RELEASE AND HOLD HARMLESS THE OWNER AND MANAGER OF THE APARTMENT COMMUNITY IN WHICH THE TANNING DEVICE IS LOCATED (AS THEY ARE IDENTIFIED IN MY LEASE) AS WELL AS THEIR PARTNERS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS, FROM ACTIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES AND LOSSES ARISING OUT OF OR RELATED TO THE TANNING DEVICE ITSELF AND/OR MY USE OR MISUSE OF THE TANNING DEVICE, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENT ACTS OR OMISSIONS OF THE FOREGOING RELEASED PARTIES.

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

I have also reviewed the signs posted in the tanning facility warning, without limitation, users of a tanning device about the dangers of repeated exposure to ultraviolet radiation, failing to use protective eyewear, increases in sensitivity to ultraviolet radiation which could be caused by certain medications or cosmetics, and the need to consult a physician in certain circumstances as well as instructions for the safe use of the device. I UNDERSTAND THOSE WARNINGS AND I AGREE TO USE PROTECTIVE EYEWEAR WHEN USING THE TANNING DEVICE.

14. About Your Apartment Home.

1. All draperies, drapery linings, shutters or blinds visible from the exterior must show white or off-white so as to give a generally uniform appearance to the Community. You cannot use foil or other unsightly materials to cover the windows and you cannot display neon or flashing signs in the windows. No window-based cooling units unless approved/installed by an Owner's agent.
2. Garments, rugs or any other items may not be hung from the windows, patios, balconies or any other exterior area of the community.
3. You must keep the patios and/or balconies which are a part of the Apartment clean and uncluttered. You can't change the structure or appearance of any patio or balcony area. You can't use patios or balconies for storage purposes and you can't fence in, wire in, or otherwise enclose the patios or balconies. Any furniture on the patios or balconies must be designed for that use.
4. You can't distribute, post, or hang any signs or notices in any portion of the Apartment Community. You can't throw objects from patios, balconies or windows.
5. Welcome mats can be placed in front of doors, but rugs or carpet remnants are not permitted.
6. No electrical and telephone wiring may be installed within the apartment home. Residents are prohibited from attaching satellite dishes and/or mounting brackets to walls, floors, and ceilings. If satellites are allowed on the property, dishes may not extend beyond each resident's leased premises (if allowed on site at all, please check with office). Absolutely no holes may be drilled within the leased premises. This includes, but is not limited to,

outside walls, roof, windows, or balcony railings. Check with the office to verify if satellite dishes are allowed in any form on the property.

7. Door locks can't be changed without prior written approval from the Manager. Keys to changed locks will be deposited with the Manager. A maximum of \$35.00 will be assessed for all lock changes requested while residing in apartment except the front door, which has a \$125 maximum charge. The after-hours lock-out fee may not exceed \$100.00. Mailbox lock changes may be requested at a fee of \$10.00.
8. No alarm systems or lock/latch changes or rekeying is permitted unless we have approved it in writing.
9. You may not modify the Apartment's ceilings, floors, walls, shelves, or closets.
10. You need to be careful not to trigger the overhead sprinkler system in your Apartment (if applicable). A simple depression of the sprinkler head will result in a total draining of water from the system. Neither we nor Manager will be responsible for any damages incurred from such situations. Resident will be responsible for the cost of cleanup and/or repair if a sprinkler system is triggered without proper cause determined by Owner's agent.
11. Animals (except for service animals) are prohibited, even temporarily, in the apartment community unless the Owner and the Resident execute Owner's standard animal addendum. If a pet is found in the Apartment, the following shall apply to the violation of our pet policy:
 - 1st violation Resident will be assessed a \$200.00 fine (in addition to charges relating to animal damage). Resident will also receive a Lease Violation notice that can (at Owner's Agents' discretion) lead to eviction proceedings.
 - 2nd violation Animal will be required to be removed, Resident will be assessed an additional \$200 fine and possible eviction proceedings may begin.Management maintains the right to inspect for compliance at any time.
12. You must keep all utilities to the Premises active; you cannot turn them off if you leave, even for vacation. Unless we instruct you otherwise, you must, for 24-hours a day during freezing weather, (a) keep the Apartment heated to at least 50° F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to your property and other's property if the damage is the result of the utilities being turned off or because of broken water pipes due to your violation of these requirements.
13. After you move into your Premises, you are responsible for replacing all interior light bulbs and fluorescent tubes in your Premises. Colored bulbs are not allowed in any exterior light fixture.
14. You must dispose of all trash in the proper bins in various collection areas in the Apartment Community. Do not leave trash around the outside of your apartment. The following shall apply to violations of this trash policy:
 - 1st violation A written warning
 - 2nd violation A minimum of \$25.00 (per person) fine will be imposed and we may, in our discretion, declare you in violation of the lease (this fine is in addition to any damages caused by such violation). Additional violations will result in additional charges.

15. Access To Your Apartment. You need to notify Manager of any expected guest(s), delivery service, maid service, etc. Written permission is required. Otherwise we may deny access into the Apartment Community and into your Apartment. No key will be given to any guest, delivery service, maid service, etc. without your prior written permission.

16. Common Areas.

1. Bicycles and other personal property can't be parked or left outside an Apartment, except on private patios, balconies, or bicycle racks that we may provide. You can't hang your bicycles from the ceiling or wall of the patios or balconies.
2. For your safety, team sports such as football, baseball, kickball, soccer, dodge ball, etc. are not permitted to be played in the parking areas and pool areas.
3. Use of the common areas of the Apartment Community including, but not limited, to the Clubhouse/Information Center, pool areas, fitness centers, various sport courts/designated areas and spa is for you and other residents and their limited guests (no more than two per resident) except in the situation of a resident hosted function which we have previously approved. If you have any guests using these facilities, you must accompany your guest at all times. If any person using the facilities is 16 years of age or under, that person must be accompanied by a guardian or sponsor who is 18 years or older.

17. You must keep your shared common area clean and free from clutter/trash. This includes the kitchen, living room, dining room, laundry room, shared bathrooms (if applicable), and common interior hallways. Non-compliance throughout

the lease term, or upon move-in of a new roommate, will result in fines or charge backs for professional cleaning. Storage of personal belongings, or non-residents' personal belongings, in the common areas will not be permitted. The fine will be/but not exceed \$500. The following shall apply to violations of this policy:

1st violation	A written warning
2nd violation	A monetary (per person) fine will be imposed and we may, in our discretion, declare you in violation of the lease (this fine is in addition to any damages caused by such violation). Additional violations will result in additional charges.

18. Fire Safety.

1. Barbecue grills are provided at the pools and/or throughout the community for resident use (where applicable). All other grills or hibachis are prohibited. You are responsible for any damage caused by improper use or violation of this rule.
2. You can't store or repair any gasoline or gas-fueled vehicle, motorcycle, moped or other similar vehicle in the area of the Apartment Community or Premises.
3. You must not tamper with, interfere with, or damage any alarm equipment and/or installations.
4. Candles, incense or other open flames must not be left unattended, must be used on protected surfaces and must be used with extreme caution; resident assumes full responsibility for damage due to negligence, misuse or careless use of candles.
5. Fireworks of any type are prohibited in the Premises and throughout the Apartment Community. Campfires, bonfires or open fires of any type are strictly prohibited.

19. Lock-Outs. Contact the Information Center for after-hours Lock-Outs and emergencies. After hour lock-out fee up to \$100.00, due at time of lockout. No cash will ever be accepted. Call 911 in case of fire and other life threatening situations.

20. Parking and Towing.

1. Vehicles in use in the community may not exceed a speed of 15 miles per hour.
2. You can't have more than one (1) vehicle in the Apartment Community. If you improperly park your vehicle, it is subject to being towed away at your expense and sole risk.
3. We will provide you with a vehicle identification sticker. Please place it in the lower left hand corner of the front windshield of your vehicle (if applicable). You must give up your vehicle identification sticker when you move-out.
4. You can't wash cars or other vehicles on the Apartment Community grounds. You can't repair or perform other mechanical or maintenance work on your vehicle within the Apartment Community.
5. Trailers, campers, mobile homes, recreational vehicles, commercial vehicles, trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, can't remain on any area of the Apartment Community except for the temporary purpose of loading or unloading of passengers or personal property. Commercial vehicles are defined as any vehicles larger than a standard size passenger pick-up or van (e.g. dump trucks or heavy equipment), vehicles that carry or are mounted with equipment used in a profession or employment (e.g. taxis, mini-buses, buses, limousines, etc.). Vehicles violating this provision are subject to towing at the vehicle owner's expense.
6. We can regulate the time, manner and place of parking cars, trucks, motorcycles, bicycles, boats, trailers and recreational vehicles. We can remove illegally parked vehicles and have them towed away. A vehicle is prohibited in the Apartment Community if it: has flat tires or other conditions rendering it inoperable; has an expired license or inspection sticker; takes up more than one parking space; belongs to a resident who has moved out of his or her Premises or has been evicted; is parked in a marked handicap space without the required handicap insignia; blocks another vehicle from exiting or entering; is parked in a fire lane or designated "no parking area"; or is parked in a space marked for or assigned to other resident(s) or Bedroom(s). Unauthorized vehicle may be towed without notice to the owner or operator of the vehicle and at the expense of the owner and operator of the vehicle.
7. The property will not be held responsible for any damages to vehicles towed or removed from the property.
8. You may not park or store any inoperable vehicle on any portion of the Property. This includes vehicles with flat tires, severe damage, out-of-date license/vehicle tags, etc.

21. Pool Guidelines. All swimming pools and spas in the Apartment Community are available for the use and enjoyment by all residents and limited 2 guests per resident. If you or your guests use any of the facilities, all of you must comply with

the pool guidelines which are posted at each pool and spa. Residents must escort their guests at all times. All residents and their guests must wear appropriate attire in the pool area at all times. Residents or guests wearing attire that, in management's sole discretion, is considered inappropriate or offensive may be asked to leave. Nudity is prohibited. No pets or animals are allowed in the pool area.

22. Miscellaneous.

1. Neither you nor your guests can make or permit to be made any loud, disturbing, or objectionable noises. Musical instruments, radio, phonographs, television sets, amplifiers and other instruments or devices can't be used or played in such a manner as may constitute a nuisance or disturbs other residents. Accordingly, the following shall apply to complaints concerning you or your guest's violation of this rule:
1st complaint A written warning will be issued;
2nd complaint A \$30.00 fine will be assessed against you;
3rd complaint A \$35.00 fine will be assessed and the Guarantor will be notified
4th complaint A \$100.00 fine will be imposed and we may, at our discretion, declare you in violation of the Lease
2. We have the right to exclude guests or others who, in our sole judgment, have been violating the law, violating the Lease or any rules or policies of the Apartment Community, or disturbing other residents, neighbors, visitors or our representatives. We can also exclude from any patio or common area, a person who refuses to or cannot identify himself or herself as your guest.
3. Neither you nor your guests will be allowed to engage in the following prohibited activities: loud or obnoxious conduct, disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Apartment Community; possessing, selling or manufacturing illegal drugs or illegal drug paraphernalia; engaging in or threatening violence; possessing a weapon (unless authorized by law); discharging a firearm in the Apartment Community; displaying a gun, knife or other weapon in the Apartment Community in a threatening manner; soliciting business or contributions; operating a business or child care service within the Premises; storing anything in closets having gas appliances; tampering with utilities; bringing hazardous materials into the Apartment Community; using candles, incense or kerosene lamps.

23. Security Acknowledgment and Release. By execution of the lease, I agree as follows:

Your signature at the end of this addendum indicates that you will upon move-in inspect your Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order. It is your responsibility to immediately read the instructions for operating the alarm systems and controlled access gates (if any) and contact the Manager if you have any questions. Under all circumstances, you should assume that electronic and mechanical systems may malfunction and that persons responsible for them are fallible.

You understand that neither we nor the Manager can guarantee or assure personal security or safety for anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on us to continue furnishing them. We assume no duties of security except to proceed with diligence to repair such systems after you have given us written notice of their malfunction. You must understand that any personnel or any mechanical or electronic devices that we are providing (courtesy patrol, intrusion systems, pedestrian gates, controlled access vehicle gates (if any), etc.) cannot be relied upon by you as being working at all times. There will invariably be breakdowns of anything mechanical or electronic in nature, and criminals can circumvent almost any system designed to deter crime. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Accordingly, you hereby release us and the Manager, our respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, it being understood that none of such persons or entities are insurers of your safety or that of your property in the Apartment Community.

24. Service Requests. We offer 24 hour response to emergency service requests. Call 911 in case of fire and other life threatening situations. Emergencies are considered any situation which places life or property in jeopardy and requires immediate attention. For after-hours emergencies, call the Information Center (the answering service will answer) and explain the situation. For normal service requests, please call during normal Information Center hours.

25. Transfer Information. If you want to transfer from one Bedroom to another, the transfer must be approved by the Manager. You cannot be in violation of this Lease at the time transfer is requested. Such approval is at our sole discretion. If the Manager approves the transfer, you will need to sign a new lease, complete applicable paperwork, and pay a new

7 PDM

security deposit. A maximum of \$300.00 Transfer Fee will be required. The rental rate for the new Bedroom you are transferring into will be the greater of (1) the rate for the new Bedroom as of the transfer date or (2) the rate for the new Bedroom as of the date of this Lease for the first Bedroom. We will inspect the vacated Bedroom. It must be left in the condition it was at the time of your initial occupancy (normal wear and tear excepted). After we have inspected the first Bedroom and common areas of the first Apartment, the appropriate portion of your original security deposit will be refunded.

26. Replacement of Resident. Effective Date: This Assignment is not effective until the last to occur of: (1) Old Resident's payment of a maximum of \$400.00 Assignment Fee, (2) Old Resident move-out; (3) Old Resident is not in default of any obligation under the Lease and any outstanding balance on Old Resident's account has been paid with a cashier's check or money order; (4) New Resident's payment of the application fee, and all other applicable fees and deposits; (5) Approval of New Resident's Application and approval of New Guarantor's executed guaranty; and (6) New Resident moves in. Until the Effective Date, Old Resident and his/her Guarantor remain primarily liable for all terms and conditions of the Lease.

1. Old Resident assigns (transfers) the Lease and his/her rights under the Lease to New Resident as of the Effective Date, and New Resident and New Guarantor assume and agree to perform and be bound by the obligations under the Lease from and after the Effective Date. Old Resident and the Guarantor of the Old Resident are released from liabilities under the Lease which arise from and after the Effective Date and Old Resident and the Guarantor of the Old Resident, release Owner and manager from any and all claims related to the Lease or Old Resident's occupancy of the Premises.
2. Owner will not return prorated rent (if any), the security deposit, and any prepaid rent to Old Resident according to the terms stated in the Lease.
3. New Resident accepts the Premises and account in its "AS-IS" condition. Charges to New Resident's security and other deposits at the time New Resident vacates the Premises shall be made regardless of whether damages to the Premises occurred before or after the Effective Date. New Resident acknowledges that he/she has inspected the Premises and agrees to accept the Premises in its "As-Is" condition. New Resident is responsible for ensuring that all utilities payable by Old Resident are switched over to New Resident.
4. The Lease is amended to substitute New Resident for Old Resident and New Guarantor for the former Guarantor.
5. New Resident understands that this is a multi-bedroom apartment which shares common living and kitchen areas and that the other bedrooms in the apartment are or may be occupied by other residents. Owner makes no representations regarding the existing residents, including, but not limited to, gender or compatibility. New Resident accepts the existing residents, and understands that if another bedroom in the apartment becomes vacant, Owner may place a new roommate in the unoccupied bedroom. The fact that you and your roommates may be in conflict with each other won't be grounds to terminate the Lease.
6. Owner's consent is subject to its approval of the New Resident's Application and approval of the New Guarantor's executed guaranty. Owner's consent to this transfer shall not act as consent to other transfers.

27. Modification of Addendum. You and your guests will be required to comply with all of the requirements set forth in this addendum. We have a right to change them from time to time as we or the Manager deem necessary. Any changes to this addendum will be effective and a part of the Lease once it has been delivered to you or posted in a public area of the Apartment Community used for such purposes. You are responsible for your guest's compliance with all guidelines. Either we or the Manager will use reasonable efforts to get all residents and other persons to comply with this addendum, but neither of us will be responsible to you if we fail to cause any persons compliance.

28. Forwarding Address. You will provide the office a stamped, self-addressed envelope at the time of your NTV. Failure to provide a stamped envelope with your forwarding address will result in a \$10.00 charge on your final statement.

29. Smoking. There is no smoking in the apartment, the various property buildings/amenities and within 15 feet of the breezeways/external hallways. Any violation can result in a lease violation and any associated fees or penalties that accompany it. Smoking within the apartment can also result in additional cleaning and turnover costs due to smoke damage or impact.

30. Concession Reimbursement. In the event that you received a concession or discount, and did not fulfill the terms of the lease agreement, Resident hereby agrees to reimburse Landlord for the total value of the concession or discount prior to vacating the Premises.

31. Refunds. Resident refunds will only be issued to a Resident named on the Lease, and will only be paid in US Dollars from a United States banking institution in the form of a domestic check. The resident accepts all responsibility for depositing the refund and understands no exceptions will be made.

32. Occupancy Guidelines. Unless otherwise approved by Management and such is duly noted on the Lease Contract, the maximum occupancy is established at one (1) person per bedroom for all persons not of a familial status and not residing in a one bedroom apartment. Familial occupancy is not to exceed two (2) persons per bedroom. No guest can stay for more than three (3) days during a thirty (30) day period without our consent. The maximum number of guests in any apartment at any one time is eight (8) guests with no guests staying a total of 20 days in any 12-month period.

In the event occupancy in your Premises at any time exceeds the maximum occupancy standard, you must cause someone in your Premises to leave within one month from the date of the increase (but you won't be released from your obligations under the Lease even if the person who leaves is you), or at the end of the lease term, whichever comes first. It is your responsibility to inform the Manager if or when the number of people living in the Bedroom exceeds the stated occupancy limits. If you fail to do so, you will be in violation of the Lease and we may ask you to vacate the Bedroom, even though you will still be liable under the Lease.

BY SIGNING THIS ADDENDUM, YOU CONFIRM THAT YOU HAVE READ AND FULLY UNDERSTAND IT. THIS ADDENDUM IS A PART OF YOUR LEASE AND WILL APPLY TO YOU AND TO YOUR GUESTS. YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU VIOLATE THIS ADDENDUM, YOU ARE IN VIOLATION OF THE LEASE. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY AND FOR THE SECURITY OF YOUR GUESTS.

⁹ *Paloma D Marte Oquendo*

¹⁰ *Alisha Patterson*

The Venue Apartments Parking & Towing Addendum

Uncovered parking spaces are provided for resident's uses at no charge at resident's sole risk. Vehicles are to be parked only in lined areas and facing forward, and shall not be parked in any yard, on sidewalks, or parallel to curbs in other than lined spaces. Owner is not and shall not be deemed to be responsible for any damage to vehicles or to contents that are on the premises of the apartment community. Except with prior written consent of Owner, resident shall keep within the apartment community only those vehicles listed in the application for lease. Carports are available on a first-come, first-serve basis, provided that resident enters into a coterminous lease for such carport on a fee basis. Carports are not to be used other than pursuant to a lease for such carport with Owner.

A towing company will be on property, patrolling for permits 24/7. All residents must have a valid parking permit in the windshield above the vehicle's registration sticker. All vehicles without a valid permit will be towed at the Owner's expense. Visitors' parking is located in the north-east corner of the property parking lot. The visitors' lot is designated with signs at the entrance. If necessary, residents may park in visitors' parking when standard parking is full.

Any residents that have leased a carport must display a separate windshield sticker indicating their carport number. Vehicles parked in carports without a windshield sticker are subject to towing at the Owner's expense. Vehicles with carport stickers do *not* need the standard parking permit. Residents may contact the towing company at any time to have an unauthorized vehicle removed from his/her assigned carport.

By initialing below:

1. Resident agrees to display The Venue's parking sticker in the windshield above the vehicle's registration sticker. Failure to do so will result in a tow at the Owner's expense.
2. Resident understands and agrees to comply with all towing policies. Guests must be parked in visitors' parking or display a visitor's hangtag (to be obtained from the front office) at all times. Failure to do so will result in a tow at the Owner's expense.
3. Resident verifies that the registered vehicle is in good and operable condition and will remain so while parked on the premises. Resident agrees to maintain a current license plate, inspection, and registration, and understands that if the plates or tags are expired, the car may be towed at Owner's Expense.
4. If for any reason Resident changes vehicles (i.e. buying a new car, driving a rental, etc.), Resident must obtain a visitor's pass from the office prior to parking the vehicle on the premises.
5. Resident understands that if the sticker is not in place in the vehicle and the vehicle is towed it will be at the Owner's expense.
6. Resident understands that one (1) permit will be issued for each occupant on the lease contract, and will incur a \$20 fee for each additional or replacement permit.

By signing my initials below, I understand and agree to The Venue's parking guidelines.

¹ Paloma D Marte Oquendo

² Alisha Patterson

Renewal Notification

1407 Bernard St. Denton, TX 76201

Apt # 1004-A

Address: 1407 Bernard St. Denton, TX 76201

This is notification that a renewal offer has been accepted for a lease in which you are a guarantor. As part of the original agreement, no additional signatures are needed at this time.

Below is a complete breakdown of the renewal monthly charges, including base rent.

Rent	\$675.00
Cscore-m	\$7.00
Pcon	\$5.00
Rlip	\$11.00
Total Monthly Charges:	\$698.00

¹ *Abigail Oquendo-Figueroa*

² *Alisha Patterson*

Utility Addendum

We agree to furnish extended basic with HBO cable TV, and internet access for the Apartment, but you must separately obtain local and long distance phone service, if you wish to obtain such service. The site will allocate utility charges (Water/Sewer/Trash/Electricity) based on use and you will pay all utilities, related deposits, and any charges or fees on such utilities. Landlord reserves the right to charge up to a 9% fee for water/sewer billing and \$4.00 for "Hassle Free" billing. The electricity service may not be disconnected for any reason, including non-payment, during the Lease Contract term or renewal period. You must notify the provider of your move out date in advance to schedule the final meter reading. Your obligations to pay the charges described in this paragraph will survive the termination of this Lease. If you want additional cable channels, they will be at your expense and you must contact the provider.

Electricity: We will remain the customer of record for the electricity utility and it may not be disconnected for any reason, including non-payment, during the Lease Contract term or renewal period. The local electricity utility provider measures utility usage in each apartment unit and bills us directly for such charges. Electricity charges for each unit will be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

If you are in an area open to competition and your unit 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 choose or change your provider, you must give us written notice. Please know that if you reside within a deregulated area in Texas, you may opt out of our billing program and sign up directly with an electric provider of your choice. If you and all of your roommates agree, you may provide notice to us that you opt-out of the program. In such a case, you and your roommates may contract directly with the local utility service provider and are fully responsible for the bills which will be sent to you by the provider, and any applicable utility deposit. Management shall incur no liability for any roommates' failure to reimburse you for their share of utility bills. If all roommates in your unit do not agree to this option then it shall automatically revert to the Conservice billing option. Should you wish to change your billing option during the course of your lease, please notify Management in writing. No change in billing options is permitted until you have paid all amounts due under your current option and signed a new Utility Addendum. If you choose to change from Management's billing option to the provider option, you will not receive a refund of any portion of any administrative fee already paid.

Water and Sewer: Resident shall pay for water and sewer based on an allocation formula calculated using a combination of occupancy and square footage in which no more than 50% is based on the square footage, not actual meter reads. The square footage must be based on the total square footage living area of your apartments as a percentage of the total square footage living area of all apartments. The water and sewer bills received by us from the local utilities will be used to calculate the charges per resident. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge. The remaining fifty percent of the property's water and sewer bills will be divided by the number of student-days each bed was occupied in each unit to come up with each resident's charge.

PUC rules requires the Landlord to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$25.65 per bed, varying from \$21.42 for the lowest month's bill to \$29.89 for the highest month's bill for any bed. 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.

Trash Pick-up: Resident shall also be billed, and shall pay, for trash pick-up service. Resident's trash pick-up charges will be billed monthly based on a number of units, subject to change by trash pick-up service provider. Trash pick-up costs shall include actual trash pick-up invoices, trash pick-up management costs, trash pick-up auditing costs, and recycling charges.

Resident agrees that we may estimate any and all utility charges above upon Resident's move-out (or at any other time) and such amounts shall be deemed final. Resident is responsible for all setup, deposits, and activation fees of all utilities not paid for by the property. Landlord will receive charged for Electricity, Sewer, and Trash for each Apartment from the

local electric utility provider. The provider measures utility usage in each apartment unit and bills Landlord directly for such charges. The bill will be sent to Resident by Conservice, a third party billing provider. Resident acknowledges that the billing provider is not a public utility. We reserves the right to change the third party billing provider at any time. The billing methods described herein may be changed by Landlord by providing Resident with 30 days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Resident acknowledges that in certain situations it is necessary to make a change to the billing method. Any disputes related to the computation of Resident's bills will be between the Resident and us. Each bill will include a monthly service fee of \$4.00 for the billing of trash and electricity. This monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by us for providing billing services.

All utilities may be used only for normal household purposes and must not be wasted. Roommates are jointly and severally liable for utilities, other than the ones we have agreed to provide. Your contract will not be terminated, altered, and fees will not be waived for roommate utility disputes. You must comply with all rules and regulations of the cable, telephone and Internet access providers.

Based on the previous year of billing (These rates are for information purposes only, not a guarantee of rates. If any of the rates are unavailable for us to provide, N/A will be noted):

	Water / Sewer	Trash
Average per bed monthly cost:	\$49.20	\$7.26
Per bed High for monthly cost:	\$110.70	\$10.06
Per Bed Low for monthly cost:	\$20.85	\$4.46

We won't be liable for any interruption, surge or failure of utility services by us to the Premises or any damage directly or indirectly caused by the interruption, surge or failure.

RESIDENT(S) SIGNATURE:

HRA The Venue LLC

By:

Date: 10/13/2020

² *Paloma D Marte Oquendo*

³ *Alisha Patterson*

WATER ALLOCATION AND SUBMETERING IS REGULATED BY THE TEXAS PUBLIC UTILITY COMMISSION (PUC)

SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION

General Rules and Definitions.

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

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 meter. 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 the installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.

- e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:
- 1) a current and complete copy of TWC, Chapter 13, Subchapter M;
 - 2) a current and complete copy of this subchapter;
 - 3) a current copy of the retail public utility's rate structure applicable to the owner's bill;
 - 4) information or tips on how tenants can reduce water usage;
 - 5) the bills from the retail public utility to the owner;
 - 6) for allocated billing:
 - A. the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
 - B. the total number of occupants or equivalent occupants if an equivalency factor is used under 24.124(e)(2) of this title (relating to Charges and Calculations); and
 - C. the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;
 - 7) for submetered billing:
 - A. the calculation of the average cost per gallon, liter, or cubic foot;
 - B. if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
 - C. all submeter reading; and
 - D. all submeter test results;
 - 8) the total amount billed to all tenants each month;
 - 9) total revenues collected from the tenants each month to pay for water and wastewater service; and
 - 10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
- g) Availability of records
- 1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
 - 2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
 - 3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.
 - 4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

24.123 Rental Agreement

- a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:
- 1) The tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
 - 2) Which utility services will be included in the bill issued by the owner;
 - 3) Any disputes relating to the computation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;
 - 4) The average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period;
 - 5) If not submetered, a clear description of the formula used to allocate utility services;
 - 6) Information regarding billing such as meter reading dates, billing dates, and due dates;
 - 7) The period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;
 - 8) The tenant has the right to receive information from the owner to verify the utility bill, and
 - 9) For manufactured home rental communities and apartment houses, the service charge percentage permitted under 24,124(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 owner's responsibilities under this subchapter.
- c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.
- d) Change from submetered to allocated billing. An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:
- 1) Equipment failures; or
 - 2) Meter reading or billing problems that could not feasibly be corrected.
- e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

24.124 Charges and Calculations

- a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.

- b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.
- d) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:
- 1) Water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
 - 2) Wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
 - 3) Service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:
 - A. The resident resides in a unit of an apartment house that has received an allocation of low income, housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or
 - B. The apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, 1437f); and
 - 4) Final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.
- e) Calculations for allocated utility service.
- 1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenant's, the owner shall first deduct:
 - A. Dwelling unit base charges or customer service charge, if applicable; and
 - B. Common area usage such as installed landscape irrigation systems, pools and laundry rooms, if any, as follows:
 - i. If all common areas are separately metered or submetered, deduct the actual common area usage;
 - ii. If common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
 - iii. If all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
 - iv. If common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.
 - 2) To calculate a tenant's bill:
 - A. For an apartment house, the owner shall multiply the amount established in paragraph (i) 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 + .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
 - V. 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

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

24.125. Billing.

- a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under 24.124 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in 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. Submeteres 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 rate.
- d) Billing period.
 - 1) Allocated bills shall be rendered for the same billing period as that of the retail 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 multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.
- f) Information on bill. The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:
 - 1) total amount due for submetered or allocated water;
 - 2) total amount due for submetered or allocated wastewater;
 - 3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;
 - 4) total amount due for water or wastewater usage, if applicable;
 - 5) the name of the retail public utility and a statement that the bill is not from the retail public utility;
 - 6) name and address of the tenant to whom the bill is applicable;
 - 7) name of the firm rendering the bill and the name or title, address, and telephone number of the firm or person to be contacted in case of a billing dispute; and
 - 8) name, address, and telephone number of the party to whom payment is to be made.
- g) Information on submetered service. In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:
 - 1) The total number of gallons, liters, or cubic feet submetered or measured by point-of-use submeters;
 - 2) The cost per gallon, liter, or cubic foot for each service provided; and
 - 3) Total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.
- h) Due date. The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.
- i) Estimated bill. An estimated bill may be rendered if a master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order; and in such case, the bill must 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 tenant's 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 Fees. 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.

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 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 PAGES 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.

Mold Addendum

In this document, the terms “you” and “your” refer to the resident signing below. The terms “owner,” “we,” “us,” and “our” refer to the owner or owner’s representative named in the Housing Contract (not to the Community Manager or anyone else).

The Lease Contract (the “Lease”) is amended to include the terms of this Lease Addendum. If the Lease and the Lease Addendum are not consistent, this Lease Addendum controls. Resident acknowledges there are no established guidelines for unacceptable air quality caused by mold. Mold is a naturally occurring phenomenon. Your housekeeping and living habits are an integral part of the ability of mold to grow. In order for mold to grow, water and/or moisture must be present.

RESIDENT AGREES to maintain the Premises in a manner that prevents the occurrence of mold or mildew growth within the Premises. In furtherance of such obligation, RESIDENT AGREES TO PERFORM THE FOLLOWING:

1. To keep the Premises free from dirt and debris that can harbor mold;
2. To inspect the Premises regularly for the indications and sources of indoor moisture;
3. To immediately report to management any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
4. To not air dry wet clothes indoors;
5. To always utilize stove hood vents when cooking items that may cause steam;
6. When showering/bathing to always utilize the bathroom fan and to notify management of any nonworking fan;
7. To water plants outdoors;
8. To notify management in writing of overflows from bathroom, kitchen or any other water source facilities, especially in cases where the overflow may have permeated walls, flooring or cabinets;
9. TO IMMEDIATELY WIPE DOWN ANY WATER OR CONDENSATION THAT APPEARS AND/OR DEVELOPS ON ANY AREA OR ANY SURFACE;
10. To clean upon first appearance, any mildew from condensation on window interiors, bathroom & kitchen walls, floor and/or ceilings. Cleaning is done with common household bleach. Mixture is one part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag;
11. TO REPORT TO MANAGEMENT IN WRITING AND VERBALLY THE PRESENCE OF ANY MOLD GROWTH on surface inside the Premises;
12. To allow management entry to the Premises to inspect and make necessary repairs in the event mold or water intrusion is present;
13. To use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit;
14. To clean and dry any visible condensation/moisture on windows and window tracks, walls and other surfaces, including personal property as soon as reasonably possible. Condensation on windows indicates that fresh air is not being circulated in the home to prevent moisture buildup. **Property ventilation is essential and requires proper balance between conditioned air and outside air. The air conditioning systems in these buildings are designed to be operational at all times and to maintain certain temperature in conjunction with outside air in order to prevent conditions favorable to microbial growth. The air conditioning system must be operating at all times; the thermostat set to a level to maintain the indoor temperature between 65 degrees Fahrenheit and 76 degrees Fahrenheit; and the windows are not to be opened if the outdoor temperature is greater than 80 degrees Fahrenheit or weather conditions are damp or rainy.**
15. To notify management of any problems with air-conditioning or heating systems that are discovered by Resident;
16. To maximize the circulation of air by keeping furniture away from walls and out of corners;

RESIDENT FURTHER AGREES to indemnify and hold harmless Owner and Owner’s management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney’s and court costs) and any liability whatsoever that Owner and/or its management agents may sustain or incur as a result of Resident’s failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Resident or any other person living in, occupying, or using the Premises.

¹ Paloma D Marte Oquendo ² Alisha Patterson