



# Apartment Lease Contract

This is a binding contract. Read carefully before signing.

517/264E

Date of Lease Contract: February 14, 2017  
(when this Lease Contract is filled out)

## Moving In — General Information

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

Frantisek Batysta  
ON BEHALF OF  
FYCIKALNI USTAV, A.S., s.r.l.  
NA SLOVANEC 199912, PRAGUE,  
CZECH REPUBLIC  
683 782 71 (D.O.)

and us, the owner: Regency Indigo Austin, LLC  
(DBA Indigo Apartments)

(name of apartment community or title holder). You are renting Apartment No. 5206, at 10800 Lakeline Boulevard

(street address) in Austin

(city), Texas 78717 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. **Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.**

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

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

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

3. **Lease Term.** The initial term of the Lease begins on the 10th day of April (month), 2017 (year), and ends at midnight the 9th day of August (month), 2017 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

4. **Security Deposit.** The total security deposit for all residents is \$ 568.50, due on or before the date this Lease is signed. This amount [check one]:  does or  does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by [check one]:

- one check jointly payable to all residents and mailed to any one resident we choose, or
- one check payable to and mailed to \_\_\_\_\_

(specify name of one resident).

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

5. **Keys, Move-Out, and Furniture.** You'll be given 2 apartment key(s), 2 mailbox key(s), and 1 other access devices for Gate Remote.

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

6. **Rent and Charges.** You will pay \$ 1148.00 per month for rent, in advance and without demand [check one]:

- at the onsite manager's office
- through our online payment site
- at \_\_\_\_\_

Prorated rent of \$ 803.60 is due for the remainder of the [check one]:  1st month or  2nd month, on the 10th day of April (month), 2017 (year).

**You must pay your rent on or before the 1st day of each month (due date). There is no grace period, and you agree that not paying rent on the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law.** We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 50.00, plus a daily late charge of \$ 10.00 per day after that date until the amount due is paid in full. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease. If you violate the animal restrictions of Par. 27 or other animal rules, you'll pay an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. We'll also have all other remedies for such violations.

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

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

8. **Insurance.** **Our insurance doesn't cover the loss of or damage to your personal property.** You are [check one]:

- required to buy and maintain renter's or liability insurance (see attached addendum), or
- not required to buy renter's or liability insurance.

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

9. **Special Provisions.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

If applicable, above rent amount includes garage, storage, carport. In addition to monthly charges for Trash, Pest &/or Gas, residents will be charged a new convergent account fee not to exceed \$3.50, monthly service fees not to exceed \$6.00 total as defined in attached addenda, and final billing fee of \$5.00 upon move-out and account close.

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

10.1 **Your Responsibility.** You'll be liable for a reletting charge of \$ 975.80 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.**

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

## 11. Security Devices.

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

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

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

## Special Provisions and "What If" Clauses

### 13. Damages and Reimbursement.

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

**13.2 Indemnification by You.** *You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease.*

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

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

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

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

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

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

#### 14.4 Storage.

(A) **No duty.** We'll store property removed under a contractual lien. We may—but we have no duty to—store property removed after judicial eviction, surrender, or abandonment of the apartment.

(B) **No liability.** We're not liable for casualty, loss, damage, or theft, except for property removed under a contractual lien.

(C) **Charges you pay.** You must pay reasonable charges for our packing, removing, storing, and selling of any property.

(D) **Our lien.** We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: our lien on property listed under Texas Property Code sec. 54.042 is limited to charges for packing, removing, and storing.

#### 14.5 Redemption.

(A) **Property on which we have a lien.** If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (see Par. 14.6(C)) is given before you seek redemption, you may redeem only by paying the delinquent rent plus our reasonable charges for packing, removing, and storing.

(B) **Property removed after surrender, abandonment, or judicial eviction.** If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage charges, damages, etc.

(C) **Place and payment for return.** We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

#### 14.6 Disposition or Sale.

(A) **Our options.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all personal property that is:

(1) left in the apartment after surrender or abandonment; *or*

(2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

**(B) Animals.** An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.

**(C) Sale or property.** Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The sale may be public or private; is subject to any third-party ownership or lien claims; must be to the highest cash bidder; and may be in bulk, in batches, or item-by-item. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.

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

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

**17. Delay of Occupancy.**

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

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

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

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

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

**18. Disclosure of Information.** If someone requests information about you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

**19. Community Policies and Rules.**

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

**19.2 Some Specifics.** Your apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs.

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

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

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

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

- (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets containing gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven; *or*
- (j) injuring our reputation by making bad-faith allegations against us to others.

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

- (a) has a flat tire or is otherwise inoperable;
- (b) is on jacks, on blocks, or has a wheel missing;
- (c) takes up more than one parking space;

- (d) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (e) is in a handicapped space without the legally required handicapped insignia;
- (f) is in a space marked for office visitors, managers, or staff;
- (g) blocks another vehicle from exiting;
- (h) is in a fire lane or designated "no parking" area;
- (i) is in a space marked for another resident or apartment;
- (j) is on the grass, sidewalk, or patio;
- (k) blocks a garbage truck from access to a dumpster;
- (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; *or*
- (m) is not moved to allow parking lot maintenance.

## 22. Release of Resident.

### 22.1 Generally. You may have the right under Texas law to terminate the Lease early in certain situations involving family violence, certain sexual offenses, or stalking.

Otherwise, unless you're entitled to terminate this Lease under Par. 9, 17, 23, 31, or 36, you won't be released from this Lease for any reason—including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of coresidents, loss of employment, bad health, property purchase, or death.

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

## 23. Military Personnel.

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

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

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

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

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

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

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

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

## 24. Resident Safety and Loss.

### 24.1 Disclaimer. We disclaim any express or implied warranties of security. We care about your safety and that of other occupants and guests. You agree to make every effort to follow any Security Guidelines Addendum attached to this Lease. *No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you take as a matter of common sense and habit.*

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

### 24.3 Alarm and Detection Devices.

(A) *What we'll do.* We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impairment disability.

(B) *Your duties.* You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. *If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.* You'll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

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

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

## 25. Condition of the Premises and Alterations.

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

### 25.2 Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging

or littering the common areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wall-papering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our rules state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

**25.3 Fair Housing.** We are committed to the principles of fair housing. In accordance with fair-housing laws, we'll make reasonable accommodations to our rules, policies, practices, or services. We'll allow reasonable modifications under these laws to give disabled persons access to and use of this apartment community. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any.

## 26. Requests, Repairs, and Malfunctions.

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

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

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

**26.4 Air-Conditioning and Other Equipment.** Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Your rent will not abate in whole or in part.

**26.5 Our Right to Terminate.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 5 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

## 27. Animals.

**27.1 No Animals Without Consent.** *No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.* If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum, pay an animal deposit. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require veri-

fication of your disability and the need for such an animal. You must not feed stray or wild animals.

## 27.2 Violations of Animal Policies.

**(A) Charges for violations.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except attorney's fees and litigation costs) in enforcing animal restrictions and rules.

**(B) Removal and return of animal.** We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 28. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. We'll return the animal to you upon request if it has not already been turned over to a humane society, local authority or rescue organization. We have no lien on the animal for any purpose.

**28. When We May Enter.** If you or any guest or occupant is present, then repairers, servicers, contractors, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. Law officers with a search or arrest warrant or those in hot pursuit may be allowed to enter.

**29. Multiple Residents.** Each resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the Lease or rules, all residents are considered to have violated the Lease. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease termination may be given only by a resident. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Any resident who defaults under this Lease will indemnify the nondefaulting residents and their guarantors.

## Replacements

### 30. Replacements and Subletting.

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

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

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

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

## Responsibilities of Owner and Resident

### 31. Our Responsibilities.

#### 31.1 Generally. We'll act with customary diligence to:

- (a) keep common areas reasonably clean, subject to Par. 25;
- (b) maintain fixtures, hot water, heating, and air-conditioning equipment;
- (c) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
- (d) make all reasonable repairs, subject to your obligation to pay for damages for which you're liable.

#### 31.2 Your Remedies. *If we violate any of the above, you may possibly terminate this Lease and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:*

- (a) all rent must be current, and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;
- (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time to repair or remedy; **and**
- (c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease by giving us a final written notice.

*You also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.*

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

### 32. Default by Resident.

#### 32.1 Acts of Default. You'll be in default if: (A) you don't timely pay rent or other amounts you owe; (B) you or any guest or occupant violates this Lease, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor; (F) you are found to have any illegal drugs or paraphernalia in your apartment; or (G) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

#### 32.2 Eviction. *If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Notice may be given by: (A) regular mail; (B) certified mail, return receipt requested; (C) personal delivery to any resident; (D) personal delivery at the apartment to any occupant over 16 years old; (E) affixing the notice to the inside of the apartment's main entry door; or (F) securely affixing the notice to the outside of the apartment's main entry door as allowed by law. Notice by mail under (A) or (B) will be considered delivered on the earlier of actual delivery, or 3 days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or a later reletting doesn't release you from liability for future rent or other Lease obligations. **After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due;** the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, to past or future rent or other sums, or to our continuing with eviction proceedings. **In an eviction, rent is owed for the full rental period and will not be prorated.**

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

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

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

#### 32.5 Other Remedies. We may report unpaid amounts to credit agencies as allowed by law. If we or a third-party debt collector we use tries to collect any money you owe us, you agree that we or the debt collector may call you on your cellphone and may use an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. Upon your default, we have all other legal remedies, including Lease termination and statutory lockout under Texas Property Code sec. 92.0081, **except as lockouts and liens are prohibited by Texas Government Code sec. 2306.6738 for owners supported by housing-tax-credit allocations.** A prevailing party may recover reasonable attorney's fees and all other litigation costs from the nonprevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. You agree that late charges are liquidated damages representing a reasonable estimate of the value of our time, inconvenience, and overhead associated with collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline.

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

## General Clauses

### 33. Other Important Provisions.

#### 33.1 Representatives' Authority; Waivers; Notice. *Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing.* Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should keep a copy of the memo, letter, or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed. Unless this lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing may be given electronically, subject to our rules.

**33.2 Miscellaneous.** All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or non-duty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. Neither an invalid clause nor the omission of initials on any page invalidates this Lease. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to."

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

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

## When Moving Out

### 36. Move-Out Notice.

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

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

**36.2 Unacceptable Notice.** **Your notice is not acceptable if it doesn't comply with all of the above.** We recommend that you use our written move-out form to ensure that you provide all the information needed. You must get from us a written acknowledgment of your notice. If we fail to give a reminder notice, 30 days' written notice to move out is required. If we terminate the Lease, we must give you the same advance notice—unless you are in default.

**37. Move-Out Procedures.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Par. 10 and 32. You're prohibited by law from applying any security deposit to rent. You can't stay beyond the date you're supposed to move out. All residents, guests, and occupants must surrender or abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

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

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

**40. Security Deposit Deductions and Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Par. 14; removing or booting illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 6 and 27; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices referenced in Par. 5 if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 32; and (C) a reletting fee if you've violated Par. 10. **We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.**

### 41. Deposit Return, Surrender, and Abandonment.

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

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

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

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

## SUMMARY OF KEY INFORMATION

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

|   |  |                       |
|---|--|-----------------------|
| ■ Address: <u>10800 Lakeline Boulevard</u>  |  | Unit # <u>5206</u>    |
| ■ Beginning date of Lease (Par. 3) <u>04/10/2017</u>  | ■ Ending date of Lease (Par. 3) <u>08/09/2017</u>  |                       |
| ■ Number of days notice for termination (Par. 3) <u>60</u>  | ■ Consent for guests staying more than <u>7</u> days (Par. 2)  |                       |
| ■ Total security deposit (Par. 4) \$ <u>568.50</u>  | ■ Animal deposit (if any) \$ _____   |                       |
| ■ Security deposit (Par. 4) <input type="checkbox"/> does OR <input checked="" type="checkbox"/> does not include an animal deposit.  |  |                       |
| ■ Security deposit refund check will be by (Par. 4) ( <b>check one</b> ) <input checked="" type="checkbox"/> one check jointly payable to all residents (default), OR <input type="checkbox"/> one check payable to and mailed to _____   |  |                       |
| ■ # of keys/access devices (Par. 5) for <u>2</u> unit, <u>2</u> mailbox, <u>1</u> other <u>Gate Remote</u>  |  |                       |
| ■ Your move-out notice will terminate Lease on (Par. 5): ( <b>check one</b> ) <input type="checkbox"/> last day of month OR <input checked="" type="checkbox"/> exact day designated in notice  |  |                       |
| ■ Check here <input type="checkbox"/> if the dwelling is to be furnished (Par. 5)   | ■ Check here <input type="checkbox"/> if there is a concession addendum  |                       |
| ■ Rent to be paid (Par. 6): ( <b>check all that apply</b> ) <input checked="" type="checkbox"/> at the onsite manager's office, <input checked="" type="checkbox"/> through our online payment site, OR <input type="checkbox"/> at _____   |  |                       |
| ■ Check here if included in monthly rent: <input type="checkbox"/> garage, <input type="checkbox"/> storage, <input type="checkbox"/> carport, <input checked="" type="checkbox"/> washer/dryer, or <input type="checkbox"/> other _____  |  |                       |
| ■ Total monthly rent (Par. 6) \$ <u>1148.00</u>   | ■ Prorated rent (Par. 6) for ( <b>check one</b> )  |                       |
| ■ Late charges if rent is not paid on or before (Par. 6) <u>3rd</u>   | <input checked="" type="checkbox"/> first month OR <input type="checkbox"/> second month \$ <u>803.60</u>  |                       |
| ■ Initial late charge (Par. 6) \$ <u>50.00</u>  | ■ Daily late charge (Par. 6) \$ <u>10.00</u>   |                       |
| ■ Returned-check charge (Par. 6) \$ <u>50.00</u>  | ■ Animal violation charges (Par. 6)  |                       |
| ■ Monthly animal rent (if any) \$ <u>10.00</u>  | Initial \$ <u>100.00</u>   | Daily \$ <u>10.00</u> |
| ■ Monthly pest control (if any) \$ <u>3.00</u>  | ■ Monthly trash / waste (if any) \$ <u>30.00</u>   |                       |
| ■ Utilities paid by owner (Par. 7): ( <b>check all that apply</b> ) <input type="checkbox"/> electricity, <input type="checkbox"/> gas, <input type="checkbox"/> water, <input type="checkbox"/> wastewater, <input type="checkbox"/> trash/recycling, <input type="checkbox"/> cable/satellite, <input type="checkbox"/> master antenna, <input type="checkbox"/> Internet, <input type="checkbox"/> stormwater/drainage, <input type="checkbox"/> other _____ |  |                       |
| ■ Utility connection charge (Par. 12) \$ <u>50.00</u>   | ■ You are: ( <b>check one</b> ) <input checked="" type="checkbox"/> required to buy insurance OR <input type="checkbox"/> not required to buy insurance (Par. 8) |                       |
| ■ Agreed reletting charge (Par. 10) \$ <u>975.80</u>  |  |                       |
| ■ Special provisions (Par. 9): <u>If applicable, above rent amount includes garage, storage, carport.</u>   |  |                       |
| <b>In addition to monthly charges for Trash, Pest &amp;/or Gas, residents will be charged a new convergent account fee not to exceed \$3.50, monthly service fees not to exceed \$6.00 total as defined in attached addenda, and final billing fee of \$5.00 upon move-out and account close.</b>   |  |                       |

### Signatures and Attachments

**42. Attachments.** We will provide you with a copy of the Lease as required by statute. This may be in paper format, in an electronic format if you request it, or by e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease and are binding even if not initialed or signed.

- Access Gate Addendum
- Additional Special Provisions
- Allocation Addendum for:  electricity  water  gas  
 central system costs  trash/recycling  cable/satellite  
 stormwater/drainage  services/government fees
- Animal Addendum
- Apartment Rules or Community Policies
- Asbestos Addendum (if asbestos is present)
- Bed Bug Addendum
- Early Termination Addendum
- Enclosed Garage, Carport, or Storage Unit Addendum
- Intrusion Alarm Addendum
- Inventory & Condition Form
- Lead Hazard Information and Disclosure Addendum
- Lease Contract Guaranty (guaranties, if more than one)
- Legal Description of Apartment (optional, if rental term longer than one year)
- Military SCRA Addendum
- Mold Information and Prevention Addendum
- Move-Out Cleaning Instructions
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: \_\_\_\_\_)
- Rent Concession Addendum
- Renter's or Liability Insurance Addendum
- Repair or Service Request Form
- Satellite Dish or Antenna Addendum
- Security Guidelines Addendum
- PUC Tenant Guide to Water Allocation
- Utility Submetering Addendum:  electricity  water  
 gas
- Other Valet Trash Addendum
- Other Washer/Dryer Addendum
- Other Master Addendum
- Other Lease Contract Overview

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

**A facsimile or electronic signature on this Lease is as binding as an original signature.**

**Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney.**

**Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.**

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

**This lease is the entire agreement between you and us.  
You are NOT relying on any oral representations.**

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

|                    |             |
|--------------------|-------------|
| (Name of Resident) | Date signed |

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

**Address and phone number of owner's representative for notice purposes**  
10800 Lakeline Blvd.  
Austin, Texas 78717  
(512) 524-2583

**After-hours phone number** \_\_\_\_\_  
 (Always call 911 for police, fire, or medical emergencies.)

**Date form is filled out (same as on top of page 1)** 02/14/2017

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

Your Initials: FJB

Initials of Our Representative: CP



# Water and Wastewater Submetering Addendum

Date of Lease: February 14, 2017  
(when the Lease is filled out)

1. **Addendum.** This is an addendum to the Lease Contract ("Lease") executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # 5206 at Regency Indigo Austin, LLC  
(DBA Indigo Apartments)

(name of apartments)

or other dwelling located at \_\_\_\_\_

(street address of house, duplex, etc.)

City/State where dwelling is located \_\_\_\_\_

2. **PUC.** Water conservation by submeter billing is encouraged by the Public Utility Commission of Texas (PUC). Submeter billing is regulated by PUC rules, and a copy of the rules is attached to this addendum. This addendum complies with those rules.

3. **Mutual Conservation Efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to follow the water-conservation suggestions listed in the checklist below.

4. **Submeter Billing Procedures.** Your monthly rent under the TAA Lease does not include a charge for water and wastewater. Instead, you will receive a separate monthly bill from us for submetered water and wastewater use, as follows:

- (A) Your monthly water and wastewater bill will conform to all applicable rules of the PUC (see attached).
- (B) As permitted by state law, a service fee of 9 % (not to exceed 9%) will be added to your monthly water-service charges.
- (C) No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we

fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.

(D) We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.124.

(E) We will bill you monthly for your submetered water consumption from approximately the \_\_\_\_\_ day of the month to the \_\_\_\_\_ day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.

(F) PUC rules require us to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ 44.90 per unit, varying from \$ 7.36 for the lowest month's bill to \$ 273.68 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.

(G) During regular weekday office hours, you may examine: (1) our water and wastewater bills from the utility company; (2) our calculation of your monthly submeter bill; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

5. **Your Payment-Due Date.** Payment of your submeter water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.

Resident or Residents (all sign below)

[Signature] 2/16/17  
(Name of Resident) Date signed

Owner or Owner's Representative (sign below)

[Signature] 2/16/17  
Date signed

Attached: PUC Rules for Submetered Water or Wastewater Service

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

## A Checklist of Water-Conservation Ideas for Your Dwelling

### In the bathroom . . .

- Never put cleansing tissues, dental floss, cigarette butts, or other trash in the toilet.
- When brushing your teeth, turn off the water until you need to rinse your mouth.
- When shaving, fill the sink with hot water instead of letting the faucet run.
- Take a shower instead of filling the tub and taking a bath.
- Take a shorter shower. Showers may use up to half of your interior water consumption.
- If you take a tub bath, reduce the water level by one or two inches.
- Shampoo your hair in the shower.
- Test toilets for leaks. Add a few drops of food coloring to the tank, but do not flush. Watch to see if the coloring appears in the bowl within a few minutes. If it does, the fixture needs adjustment or repair. A slow drip can waste as much as 170 gallons a day or 5,000 gallons per month. Report all leaks to management.
- Don't leave water running while cleaning bathroom fixtures.

### In the kitchen . . .

- Run your dishwasher only when you have a full load.
- If you wash dishes by hand, don't leave the water running for washing or rinsing. Fill the sink instead.
- Use your sink disposal sparingly, and never for just a few scraps.
- Keep a container of drinking water in the refrigerator.
- When cleaning vegetables, use a pan of cold water rather than letting the faucet run.
- For cooking most food, use only a little water and place a lid on the pot.
- Report all leaks to management.

### When doing the laundry . . .

- Wash only full loads of laundry or else adjust the water level to match the size of the load (if you have this option).
- Use cold water as often as possible to save energy and to conserve the hot water for uses that cold water cannot serve.

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

**SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION**

**§24.121. General Rules and Definitions.**

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

**§24.122. Owner Registration and Records.**

- (a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.
- (b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which

construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:

- (1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or
  - (2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.
- (c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any consumed by the occupants of each unit.
- (d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.
- (e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:
- (1) a current and complete copy of TWC, Chapter 13, Subchapter M;
  - (2) a current and complete copy of this subchapter;
  - (3) a current copy of the retail public utility's rate structure applicable to the owner's bill;
  - (4) information or tips on how tenants can reduce water usage;
  - (5) the bills from the retail public utility to the owner;
  - (6) for allocated billing:
    - (A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
    - (B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.124(e)(2) of this title (relating to Charges and Calculations); and
    - (C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;
  - (7) for submetered billing:
    - (A) the calculation of the average cost per gallon, liter, or cubic foot;
    - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
    - (C) all submeter readings; and
    - (D) all submeter test results;
  - (8) the total amount billed to all tenants each month;
  - (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
  - (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
- (g) Availability of records
- (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
  - (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
  - (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant

within 30 days of the owner receiving a written request from the tenant.

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

#### §24.123. Rental Agreement.

- (a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:
- (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
  - (2) which utility services will be included in the bill issued by the owner;
  - (3) any disputes relating to the computation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;
  - (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period;
  - (5) if not submetered, a clear description of the formula used to allocate utility services;
  - (6) information regarding billing such as meter reading dates, billing dates, and due dates;
  - (7) the period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;
  - (8) the tenant has the right to receive information from the owner to verify the utility bill; and
  - (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24.124(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 the owner's responsibilities under this subchapter.
- (c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.
- (d) Change from submetered to allocated billing. An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:
- (1) equipment failures; or
  - (2) meter reading or billing problems that could not feasibly be corrected.
- (e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

#### §24.124. Charges and Calculations.

- (a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.
- (b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- (c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.
- (d) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:
- (1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility

to the owner multiplied by the tenant's monthly water consumption;

- (2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
  - (3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:
    - (A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or
    - (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, § 1437f); and
  - (4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.
- (e) Calculations for allocated utility service.
- (1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct
    - (A) dwelling unit base charges or customer service charge, if applicable, and
    - (B) common area usage such as installed landscape irrigation systems, pools and laundry rooms, if any, as follows:
      - (i) if all common areas are separately metered or submetered, deduct the actual common area usage;
      - (ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
      - (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
      - (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.
  - (2) To calculate a tenant's bill:
    - (A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:
      - (i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
      - (ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
        - (i) dwelling unit with one occupant = 1;
        - (ii) dwelling unit with two occupants = 1.6;

- (III) dwelling unit with three occupants = 2.2; or
  - (IV) dwelling unit with more than three occupants = 2.2 + 0.4 per each additional occupant over three; or
  - (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
    - (I) dwelling unit with an efficiency = 1;
    - (II) dwelling unit with one bedroom = 1.6;
    - (III) dwelling unit with two bedrooms = 2.8;
    - (IV) dwelling unit with three bedrooms = 4 + 1.2 for each additional bedroom; or
  - (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or
  - (v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;
  - (B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;
  - (C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:
    - (i) any of the factors developed under subparagraph (A) of this paragraph; or
    - (ii) the area of the individual rental space divided by the total area of all rental spaces; and
  - (D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:
    - (i) any of the factors developed under subparagraph (A) of this paragraph; or
    - (ii) the square footage of the rental space divided by the total square footage of all rental spaces.
  - (3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. Owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.
  - (f) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.123(c) of this title (relating to Rental Agreement) and either:
    - (1) adopt one of the methods in subsection (e) of this section; or
    - (2) install submeters and begin billing on a submetered basis; or
    - (3) discontinue billing for utility services.
- §24.125. Billing.**
- (a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.124 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in their rental unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.
  - (b) Rendering bill.
    - (1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.
    - (2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in the rental agreement if the owner is billing using the retail public utility's rate.
  - (c) Submeter reading schedule. Submeters or point-of-use submeters shall be read within three days of the scheduled reading date of the retail public utility's master meter or according to the schedule in the rental agreement if the owner is billing using the retail public utility's rate.
  - (d) Billing period.
    - (1) Allocated bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period.
    - (2) Submeter bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period. If the owner uses the retail public utility's actual rate, the billing period may be an alternate billing period specified in the rental agreement.
  - (e) Multi-item bill. If issued on a multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.
  - (f) Information on bill. The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:
    - (1) total amount due for submetered or allocated water;
    - (2) total amount due for submetered or allocated wastewater;
    - (3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;
    - (4) total amount due for water or wastewater usage, if applicable;
    - (5) the name of the retail public utility and a statement that the bill is not from the retail public utility;
    - (6) name and address of the tenant to whom the bill is applicable;
    - (7) name of the firm rendering the bill and the name or title, address, and telephone number of the firm or person to be contacted in case of a billing dispute; and
    - (8) name, address, and telephone number of the party to whom payment is to be made.
  - (g) Information on submetered service. In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:
    - (1) the total number of gallons, liters, or cubic feet submetered or measured by point-of-use submeters;
    - (2) the cost per gallon, liter, or cubic foot for each service provided; and
    - (3) total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.
  - (h) Due date. The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.
  - (i) Estimated bill. An estimated bill may be rendered if a master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order; and in such case, the bill must be distinctly marked as an estimate and the subsequent bill must reflect an adjustment for actual charges.
  - (j) Payment by tenant. Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.
  - (k) Overbilling and underbilling. If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant's bills that included overcharges. If the overbilling or underbilling affects all tenants, an adjustment must be calculated for all of the tenants' bills. If the tenant was undercharged, and the cause was not due to submeter or point-of-use submeter error, the owner may calculate an adjustment for bills issued in the previous six months. If the total undercharge is \$25 or more, the owner shall offer the tenant a deferred payment plan option, for the same length of time as that of the underbilling. Adjustments for usage by a previous tenant may not be back billed to a current tenant.
  - (l) Disputed bills. In the event of a dispute between a tenant and an owner regarding any bill, the owner shall investigate the matter and report the results of the investigation to the tenant in writing. The investigation and report must be completed within 30 days from the date the tenant gives written notification of the dispute to the owner.
  - (m) Late fee. A one-time penalty not to exceed 5% may be applied to delinquent accounts. If such a penalty is applied, the bill must indicate the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease that states the percentage amount of such late penalty.

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

- (a) Submeters or point-of-use submeters
- (1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.
  - (2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.
  - (3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.
  - (4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch-water submetering systems.
  - (5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.
  - (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:
    - (A) an identifying number;
    - (B) the installation date (and removal date, if applicable);
    - (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
    - (D) copies of all tests; and
    - (E) the current location of the submeter or point-of-use submeter.
  - (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:
    - (A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or
    - (B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.
- (b) 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. 4219C PROPOSAL FOR ADOPTION PAGE 345 OF 379.
  - (B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.
  - (C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.
- (9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.125(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.
- (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:
- (1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;
  - (2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and
  - (3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:
    - (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
    - (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
- (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.



# Mold Information and Prevention Addendum

Date of Lease: **February 14, 2017**  
(when the Lease is filled out)

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

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

That dwelling is: Unit # 5206

at Regency Indigo Austin, LLC (DBA Indigo Apartments)  
(name of apartments)

or other dwelling located at \_\_\_\_\_

(street address of house, duplex, etc.)

City/State/Zip where dwelling is located: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

[Signature] 2/16/17  
(Name of Resident) Date signed

[Signature] 2/16/17  
Date signed

(Name of Resident) Date signed

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

**LEASE ADDENDUM FOR  
ALLOCATING WATER/WASTEWATER COSTS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments) Apartments in Austin, Texas.

2. **Reason for allocation.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property--and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.

3. **Your payment due date.** Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction--just like late payment of rent.

4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We may include this item as a separate and distinct charge as part of a multi-item bill. We will allocate the monthly mastermeter water/wastewater bill(s) for the apartment community, based on an allocation method approved by the Public Utility Commission of Texas (PUC) and described below.

The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 24.124 of the PUC rules (*check only one*):

- subdivision (i) actual occupancy;
- subdivision (ii) ratio occupancy (PUC average for number of occupants in unit);
- subdivision (iii) average occupancy (PUC avg. for no. of bedrooms in unit);
- subdivision (iv) combination of occupancy and square feet of the apartment; or
- subdivision (v) submetered hot/cold water, ratio to total.

The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the 10 day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.

**Resident or Residents**  
(All residents must sign here)



**Frantisek Batysta**

5. **Common area deduction.** We will calculate your allocated share of the mastermetered water/wastewater bill according to PUC rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.

6. **Change of allocation formula.** The above allocation formula for determining your share of the mastermetered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.

7. **Previous average.** As required under PUC rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$ 44.90 per unit, varying from \$ 7.36 to \$ 273.68 for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.

8. **Right to examine records.** During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather data. Any disputes relating to the computation of your bill will be between you and us.

9. **PUC.** Water allocation billing is regulated by the PUC. A copy of the rules is attached. This addendum complies with those rules.

10. **Conservation efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.

**Owner or Owner's Representative**  
(Signs here)



**Date of Lease Contract**

**February 14, 2017**

Attached: Copy of PUC water billing rules

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

**SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION**

**§24.121. General Rules and Definitions.**

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

**§24.122. Owner Registration and Records.**

- (a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.
- (b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which

construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:

- (1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or
  - (2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.
- (c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any consumed by the occupants of each unit.
- (d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.
- (e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:
- (1) a current and complete copy of TWC, Chapter 13, Subchapter M;
  - (2) a current and complete copy of this subchapter;
  - (3) a current copy of the retail public utility's rate structure applicable to the owner's bill;
  - (4) information or tips on how tenants can reduce water usage;
  - (5) the bills from the retail public utility to the owner;
  - (6) for allocated billing:
    - (A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
    - (B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.124(e)(2) of this title (relating to Charges and Calculations); and
    - (C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;
  - (7) for submetered billing:
    - (A) the calculation of the average cost per gallon, liter, or cubic foot;
    - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
    - (C) all submeter readings; and
    - (D) all submeter test results;
  - (8) the total amount billed to all tenants each month;
  - (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
  - (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
- (g) Availability of records
- (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
  - (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
  - (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant

within 30 days of the owner receiving a written request from the tenant.

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

#### §24.123. Rental Agreement.

- (a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:
- (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
  - (2) which utility services will be included in the bill issued by the owner;
  - (3) any disputes relating to the computation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;
  - (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period;
  - (5) if not submetered, a clear description of the formula used to allocate utility services;
  - (6) information regarding billing such as meter reading dates, billing dates, and due dates;
  - (7) the period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;
  - (8) the tenant has the right to receive information from the owner to verify the utility bill; and
  - (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24.124(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 the owner's responsibilities under this subchapter.
- (c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.
- (d) Change from submetered to allocated billing. An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:
- (1) equipment failures; or
  - (2) meter reading or billing problems that could not feasibly be corrected.
- (e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

#### §24.124. Charges and Calculations.

- (a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.
- (b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- (c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.
- (d) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:
- (1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility

to the owner multiplied by the tenant's monthly water consumption;

- (2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
  - (3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:
    - (A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or
    - (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, § 1437f); and
  - (4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.
- (e) Calculations for allocated utility service.
- (1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:
    - (A) dwelling unit base charges or customer service charge, if applicable; and
    - (B) common area usage such as installed landscape irrigation systems, pools and laundry rooms, if any, as follows:
      - (i) if all common areas are separately metered or submetered, deduct the actual common area usage;
      - (ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
      - (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
      - (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.
  - (2) To calculate a tenant's bill:
    - (A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:
      - (i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
      - (ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
        - (I) dwelling unit with one occupant = 1;
        - (II) dwelling unit with two occupants = 1.6;

- (III) dwelling unit with three occupants = 2.2; or
- (IV) dwelling unit with more than three occupants = 2.2 + 0.4 per each additional occupant over three; or
- (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
  - (I) dwelling unit with an efficiency = 1;
  - (II) dwelling unit with one bedroom = 1.6;
  - (III) dwelling unit with two bedrooms = 2.8;
  - (IV) dwelling unit with three bedrooms = 4 + 1.2 for each additional bedroom; or
- (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or
- (v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;
- (B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;
- (C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:
  - (i) any of the factors developed under subparagraph (A) of this paragraph; or
  - (ii) the area of the individual rental space divided by the total area of all rental spaces; and
- (D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:
  - (i) any of the factors developed under subparagraph (A) of this paragraph; or
  - (ii) the square footage of the rental space divided by the total square footage of all rental spaces.
- (3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.
- (f) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.123(c) of this title (relating to Rental Agreement) and either:
  - (1) adopt one of the methods in subsection (e) of this section; or
  - (2) install submeters and begin billing on a submetered basis; or
  - (3) discontinue billing for utility services.

#### §24.125. Billing.

- (a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.124 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in their rental unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.
- (b) Rendering bill.
  - (1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.
  - (2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in

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

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

- (a) Submeters or point-of-use submeters
- (1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.
  - (2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.
  - (3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.
  - (4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch-water submetering systems.
  - (5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.
  - (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:
    - (A) an identifying number;
    - (B) the installation date (and removal date, if applicable);
    - (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
    - (D) copies of all tests; and
    - (E) the current location of the submeter or point-of-use submeter.
  - (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:
    - (A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or
    - (B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.
- (8) Billing for submeter or point-of-use submeter test.
- (A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters. PROJECT NO. 4219; PROPOSAL FOR ADOPTION PAGE 345 OF 379.
  - (B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.
  - (C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.
- (9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.125(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.
- (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:
- (1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;
  - (2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and
  - (3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:
    - (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
    - (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
- (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

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

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments)

Apartments in Austin, Texas OR the house, duplex, etc. located at (street address) in , Texas.

2. Number and size. You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

3. Location. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

4. Safety and non-interference. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

5. Signal transmission from exterior dish or antenna to interior of dwelling. Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

6. Safety in installation. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

7. Maintenance. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

8. Removal and damages. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 40, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

9. Liability insurance and indemnity. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.

10. Security deposit. Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$ 100.00 effective at time of installation or effective within 1 days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc.

11. When you may begin installation. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.

12. Miscellaneous. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Resident or Residents [All residents must sign here]

[Signature]

Frantisek Batysta

Owner or Owner's Representative [signs here]

[Signature]

Date of Lease Contract

February 14, 2017

**LEASE ADDENDUM FOR ALLOCATING  
CENTRAL SYSTEM UTILITY COSTS  
(FOR OPERATION OF CENTRAL HVAC AND/OR CENTRAL HOT WATER SYSTEM)**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments)

\_\_\_\_\_ Apartments  
in Austin, Texas.

2. **Reason for allocation.** When utility costs for operating a central heating/air conditioning system or a central hot water system are paid by the property owner, residents have little incentive to conserve. This often results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. *Allocation of central system utility costs saves money for residents because it encourages conservation.*

3. **Payment due date.** Payment of your allocated share of the central system utility costs is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. Unless otherwise provided, you agree to pay it at the same place your rent is paid under your lease. There will be a late charge of 5 percent of your bill if your bill is not timely paid.

4. **Allocation procedures.** Central system allocation is governed by the Public Utility Commission. You agree to the allocation system described below for utilities used in operating the central system(s) for the entire apartment community. During the lease term, we are authorized to allocate such central system utility costs to your apartment unit as described in paragraph 7 on the basis of *[check one]*

square footage,  
 submetered electricity or submetered water or  
 a combination of methods.

5. **What is covered.** Your monthly rent in paragraph 6 of your TAA Lease Contract does *not* cover the cost of electricity and gas used in operating (1) a central heating/air conditioning and/or (2) a central hot water system. You will be receiving a separate bill from us for such utilities, as indicated below:

*[check if applicable].* Your monthly share of the electricity and gas for operating a CENTRAL HEATING AND AIR CONDITIONING SYSTEM is described in paragraph 7.

*[check if applicable].* Your monthly share of the electricity and gas for operating a CENTRAL HOT WATER SYSTEM is described in paragraph 7.

6. **No extras.** No administration or other fee will be added to the total utility costs to be allocated for operating the central system.

Penalties or interest for our late payment of the utility bills for operating the central system will be paid by us and will not be allocated.

7. **Formula.** *(check if applicable)*

*Allocation will be based on square footage.* The formula for allocating utility costs for the above central system(s) will be a percentage calculated by dividing the square feet in your apartment unit by the total square feet in all units and in all heated common areas and office areas in the entire apartment community.

*Allocation will be based on a submetered utility.* The formula for allocating utility costs for the above central system(s) will be a percentage calculated by dividing the submetered water or electricity consumption in your dwelling unit by the total submetered consumption in all dwelling units in the apartment community. The submetered utility being used for the central system allocation is *[check one]*  water or  electricity.

*Allocation will be based on a combination of the first two formulas.* 50 percent of your allocation will be according to square footage and 50 percent of your allocation will be according to a submetered utility. The utility being used for the "submetered utility" portion of the formula is *[check one]*  submetered water or  submetered electricity.

8. **Previous average.** The average monthly amount of the allocated share of central system utilities for apartment no. 5206 for the most recent calendar year was:

\$ \_\_\_\_\_ for the central HVAC system, and  
\$ 9.27 for the central hot water system.

The above amounts represent an allocation based on *[check one]*  square footage,  submetered utility or  a combination of square footage and submetered utility.

9. **Change of allocation formula.** The above allocation formula for determining your share of central system operating costs cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 90 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.

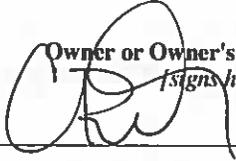
10. **Right to examine records.** You may examine our central system utility bills and our calculations relating to the monthly allocation of central system utility costs during regular weekday office hours. While it is not required, please give us reasonable advance notice to gather the data.

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



**Frantisek Batysta**

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



Date of Lease Contract

**February 14, 2017**

**LEASE ADDENDUM REGARDING LIMITED WAIVER  
AND MODIFICATION OF RIGHTS UNDER U.S. SERVICEMEMBERS CIVIL RELIEF ACT**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments)

Apartments located at 10800 Lakeline Boulevard

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

in \_\_\_\_\_, Texas.

For purposes of this addendum, "you" means a servicemember as defined by the "U.S. Servicemembers Civil Relief Act" (SCRA).

2. **Reason for addendum.** Congress has enacted into law the "U.S. Servicemembers Civil Relief Act" (SCRA). This law, among other things, modifies the rights of military personnel to terminate a lease in certain cases and provides that military personnel may waive their rights under the SCRA in certain circumstances. This addendum clarifies your rights and our obligations in the event of a deployment. This addendum provides for a limited waiver of the terms of the SCRA. However, we agree to grant individuals covered by the SCRA and their spouses all of the rights described in this addendum.

3. **Waiver and modification of paragraph 23.** The language of paragraph 23 of the TAA Lease Contract is entirely replaced by the language of this addendum. A resident who is a servicemember on active military duty at the time of signing this TAA Lease Contract and such resident's spouse waive for the purposes of this TAA Lease Contract all rights under the SCRA, and shall instead have the rights and obligations set forth below.

4. **Military personnel right to terminate.** Except as provided in paragraphs 5 or 14 below, you or your spouse may terminate the TAA Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces during the original or renewal TAA Lease Contract term. You or your spouse also may terminate the TAA Lease Contract if:

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

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

If you or your spouse terminates under this addendum, we must be furnished with a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment

orders or letter. Military permission for base housing does not constitute permanent change-of-station orders.

5. **Exception for termination upon deployment orders.** If you or your spouse are terminating the TAA Lease Contract due to deployment orders, you or your spouse may terminate the TAA Lease Contract only on the condition that during the remainder of the original or renewal TAA Lease Contract term neither you nor your spouse will accept an assignment for or move into base housing, or move into other housing located within 30 miles of the dwelling unit described above. The foregoing exception does not apply if (1) you or your dependent move into housing owned or occupied by family or relatives of you or your dependent, or (2) you or your dependent move, wholly or partly, because of significant financial loss of income caused by your military service.

If you or your spouse terminate the TAA Lease Contract and violate this paragraph, the TAA Lease Contract shall be deemed to have not been legally terminated and you and your spouse shall be in default under the TAA Lease Contract. In that event, we will have all legal remedies, including those described in the TAA Lease Contract, such as charging a reletting fee under paragraph 10 and accelerating rent under paragraph 32.

6. **Effect of housing allowance continuation.** The fact that the servicemember continues to receive a housing allowance for the servicemember's spouse and/or dependents after deployment does not affect the right of the servicemember or the servicemember's spouse to terminate unless otherwise stated in paragraph 14 of this addendum.

7. **Other co-residents.** A co-resident who is not a spouse of a servicemember may not terminate under this addendum. Your and your spouse's right to terminate the TAA Lease Contract under this addendum only affect the TAA Lease Contract as it applies to you and your spouse—other residents' rights and obligations under the TAA Lease Contract remain unchanged.

8. **Termination date.** If you or your spouse terminates under this addendum, all rights and obligations of you and your spouse under the TAA Lease Contract will be terminated 30 days after the date on which the next rental payment is due, with the exception of obligations arising before the termination date and lawful security deposit deductions.

9. **Representations.** Unless you state otherwise in paragraph 14 of this addendum, you represent when signing this addendum that: (1) you have not already received deployment or change-of-station orders; (2) you will not be retiring from the military during the TAA Lease Contract term; and (3) the term of your enlistment or obligation will not end before the TAA Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of

unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32 of the TAA Lease Contract. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

10. **Refunds upon termination.** We will refund your security deposit and other amounts paid in advance for any period after the effective termination date of the TAA Lease Contract, less lawful deductions, within 30 days after the effective date of the termination of the TAA Lease Contract.

11. **Statutory notice.** You may have special statutory rights to terminate the TAA Lease Contract early in certain situations involving family violence, sexual crimes or stalking, or a military deployment or transfer.

12. **Other rights unchanged.** All other contractual rights and duties of both you and us under the TAA Lease Contract remain unchanged.

13. **Rent Discounts.** Upon early termination of the TAA Lease Contract, you will reimburse us for any free or discounted rent that you received prior to termination and that was noted as free or discounted rent in the TAA Lease Contract.

14. **Additional provisions.** The following provisions will supersede any conflicting provisions of the TAA Lease Contract and this addendum.

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

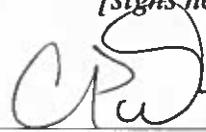
**Resident or Residents**  
*[All residents must sign here]*



\_\_\_\_\_  
**Frantisek Batysta**

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

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



\_\_\_\_\_

**Date of TAA Lease Contract**

\_\_\_\_\_  
**February 14, 2017**

**LIMITED WAIVER OF RIGHTS AND PROTECTIONS UNDER THE  
U.S. SERVICEMEMBERS CIVIL RELIEF ACT**

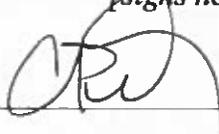
1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments)  
Apartments in Austin, Texas  
OR the house, duplex, etc. located at (street address) \_\_\_\_\_  
in \_\_\_\_\_, Texas.  
For purposes of this addendum, "you" means a servicemember as defined by the "U.S. Servicemembers Civil Relief Act" (SCRA).
2. **Reason for addendum.** This law, among other things, allows military servicemembers to waive their rights under the SCRA, 50 U.S.C App. 517 by written agreement. This addendum provides a limited waiver of the terms of the SCRA.
3. **No waiver or modification of paragraph 23.** Nothing in this addendum modifies or waives a servicemember's right to terminate the lease under paragraph 23 of the TAA Lease Contract or Section 92.017 of the Texas Property Code.
4. **Waiver of rights and protections.** Notwithstanding paragraph 3 of the addendum, you waive all other rights and protections under the SCRA as they relate to violations of the TAA Lease Contract, including but not limited to those relating to eviction for non-payment of rent, lease violations, default judgments, or other claims made against you while you are on active duty.

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

  
\_\_\_\_\_  
**Frantisek Batysta**

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

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

  
\_\_\_\_\_

**Date of TAA Lease Contract**

02/14/2017

**LEASE ADDENDUM  
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments)

\_\_\_\_\_ Apartments  
in Austin, Texas.

2. **Remote control/cards/code for gate access.**

**Remote control for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your children or other occupants will require a \$ 25.00 non-refundable fee.

**Cards for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.

**Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. **Damaged, lost or unreturned remote controls, cards or code changes.**

If a remote control is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ 50.00 deduction from the security deposit.

If a card is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.

We may change the code(s) at any time and notify you accordingly.

4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

5. **Follow written instructions.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee

through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

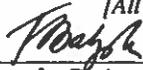
6. **Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. **Rules in using vehicle gates.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

Resident or Residents

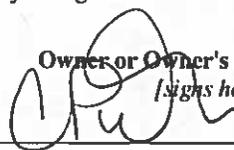
[All residents must sign here]



Frantisek Batysta

Owner or Owner's Representative

[Signs here]



Date of Lease Contract

February 14, 2017

LEASE ADDENDUM FOR INTRUSION ALARM

- 1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments) Apartments in Austin, Texas.
2. Intrusion alarm. Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm is (check one) required or optional. You are responsible for all false alarm charges for your dwelling.
3. Permit from city. You (check one) do or do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, contact and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.
4. Follow instructions. You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions are attached or will be provided to you when you move in.
5. Alarm company. You (check one) will or will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You may choose your own alarm company or are required to use as your alarm company. The alarm system is repaired and maintained by.
6. Entry by owner. Upon activation of the alarm system, you must immediately provide us (management) with your security code

and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in paragraph 28 of your TAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

- 7. Repairs or malfunctions. If the intrusion alarm malfunctions, you agree to (check one) contact your intrusion alarm company immediately for repair or contact us immediately for repair. The cost of repair will be paid by you or us. Do not tamper with the intrusion alarm system.
8. No warranty. We make no guaranties or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.
9. Liability. We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.
10. Emergencies. Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.
11. Entire agreement. We've made no promises or representations regarding the alarm system except those in this addendum.

Resident or Residents
[All residents must sign here]

[Handwritten signature]

Frantisek Batysta

Owner or Owner's Representative
[signs here]

[Handwritten signature]

Date of Lease Contract

February 14, 2017

**LEASE ADDENDUM FOR  
WASHING MACHINE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments)

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

2. **Permission.** You (as residents) have permission from us (as owner) to install and use a washing machine in the dwelling unit described above, subject to the conditions in this addendum.

Please remember that we do not select your washing machine, install it, maintain it, or use it. You are in the best position to prevent water or other damage caused by: (1) a defective washing machine; (2) a washing machine accident; or (3) improper installation, maintenance or use of a washing machine.

3. **Conditions.** If your washing machine leaks, floods, or otherwise malfunctions or is misused, it can cause a lot of problems and a lot of damage to your unit and other units, as well as damage to your personal property and personal property of residents in other units. For these reasons, your right to install and use a washing machine in your unit is subject to the following conditions. You automatically agree to those conditions when connecting or using a washing machine in your unit.

4. **Installation.** You should be especially careful in your choice of a washing machine and in its installation, maintenance and use—just as if it were in your own home. You and all other residents, occupants and guests in your unit must follow manufacturer's instructions for the washing machine's installation, maintenance and use. We recommend that you have it professionally installed.

5. **Responsibility for damage.** You agree to assume strict liability for all damage to your unit and to other units and to personal

property in your unit and other units if the washing machine leaks, floods, malfunctions or is misused, or in any other way causes damage—unless it is caused by us or our management company, or acts of God to the extent they couldn't be mitigated by your action or inaction. That means you will be responsible for costs of removing water from carpets, replacing permanently damaged carpets, repainting, and any other repairs or unit damage, as well as damage to personal property in your unit and other units if, among other things:

- the water hoses break or leak; or
- the water hoses were incorrectly connected or did not have protective washers in the connections; or
- the washing machine was overloaded, causing it to malfunction; or
- the washing machine leaks or malfunctions for any other reason.

The owner's insurance will not cover such damages.

6. **New hoses.** When installing the washing machine, you must use new hoses since bursting or leaking hoses are the most common cause of water damage. Stainless braided water hoses are recommended.

7. **Inspection.** You must not use the washing machine until management has inspected its installation. Such inspection does not relieve you of liability in the event of water or other damage from your washing machine.

8. **Insurance.** At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from your washing machine. It must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

**Resident or Residents**  
(All residents must sign)



\_\_\_\_\_  
**Frantisek Batysta**

**Owner or Owner's Representative**  
(Signs below)



**Date of Lease Contract**  
**February 14, 2017**

**LEASE ADDENDUM FOR  
ALLOCATING STORMWATER/DRAINAGE COSTS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments)

\_\_\_\_\_ Apartments  
in Austin, Texas.

OR  
the house, duplex, etc. located at (street address)

in \_\_\_\_\_, Texas.

2. **Reason for allocation.** Governmental entities impose stormwater/drainage fees to help pay for the cost of maintaining the infrastructure needed to prevent flooding and lessen the impact of pollution on our water system. These fees can be significant. Our property has chosen to allocate this fee so residents are more aware of the true costs associated with these fees and so it is not necessary to raise rents to keep pace with these fee increases.

3. **Your payment due date.** Payment of your allocated stormwater/drainage bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your stormwater/drainage bill if we do not receive timely payment. If you are late in paying the stormwater/drainage bill, we may immediately exercise all lawful remedies under your lease contract, including eviction--just like late payment on rent.

4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for stormwater/drainage costs. Instead, you will be receiving a separate bill from us each month for stormwater/drainage. We may include this item as a separate and distinct charge as part of a multi-item bill.

You agree to and we will allocate the monthly stormwater/drainage bill for the apartment community based on the allocation method checked below: *(check only one)*

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

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

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

Per dwelling unit

Other formula *(see attached page)*

5. **Penalties and fees.** Only the total stormwater/drainage bill will be allocated. Penalties or interest for any late payment of the master stormwater/drainage bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 3.00 per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

6. **Change of allocation formula.** The above allocation formula for determining your share of the stormwater/drainage bill cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

7. **Right to examine records.** You may examine the stormwater/drainage bills from the utility company, and our calculations relating to the monthly allocation of the stormwater/drainage bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.

**Resident or Residents**

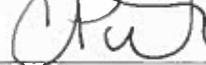
*[All residents must sign here]*



**Frantisek Batysta**

**Owner or Owner's Representative**

*[signs here]*



**Date of TAA Lease Contract**

**February 14, 2017**

**LEASE ADDENDUM FOR  
TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments)

\_\_\_\_\_ Apartments  
in Austin, Texas.

OR  
the house, duplex, etc. located at (street address)

\_\_\_\_\_ in \_\_\_\_\_, Texas.

2. **Flat fee for Trash/Recycling Costs.** Your monthly rent under the TAA Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ 30.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ 3.00 per month (not to exceed \$3) for processing and billing.

Your trash/recycling bill may include state and local sales taxes as required by state law.

3. **Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of 5 percent of your bill if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

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



**Frantisek Batysta**

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



**Date of Lease Contract**

**February 14, 2017**



NO SMOKING LEASE ADDENDUM

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments)

\_\_\_\_\_ Apartments in Austin, Texas.

OR the house, duplex, etc. located at (street address)

in \_\_\_\_\_, Texas.

2. Smoking anywhere inside the dwelling units or buildings of the apartment community is strictly prohibited. All forms of smoking inside any dwelling unit, building, or interior of any portion of the community are strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this addendum and the TAA Lease Contract.

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

3. Smoking permitted in designated areas of the apartment community. Smoking is permitted only in specifically designated areas. The permissible smoking areas are marked by signs.

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

- is permitted
is not permitted.

The following outside areas may be used for smoking:

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

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees stop smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the health, safety, or welfare or disturbing the enjoyment of the premises, or business operations of us, other residents, or guests.

4. Your responsibility for damages and cleaning. You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are in excess of normal wear and tear. Smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, is in excess of normal wear and tear in our community.

Resident or Residents
[All residents must sign]

[Signature]

Frantisek Batysta

5. Your responsibility for loss of rental income and economic damages regarding other residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, or adversely affects other residents' or occupants' health, safety, or welfare.

6. Definition of smoking. "Smoking" refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or other non-tobacco product while it is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. "Smoking" also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are noxious, offensive, unsafe, illegal, unhealthy, or irritating to other persons.

7. Lease Contract termination for violation of this addendum. We have the right to exercise all remedies available to us for any violation of this addendum, which includes terminating your right to possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. Despite termination of your right to possession, you will remain liable for all rent and other sums due under the TAA Lease Contract subject to our statutory duty to mitigate.

8. Extent of your liability for losses due to smoking. Your responsibility for damages, cleaning, loss of rental income, and other economic damages under this addendum are in addition to your responsibility for any other damages or loss under the TAA Lease Contract or other addendum.

9. Your responsibility for conduct of occupants, family members and guests. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

10. No warranty of a smoke-free environment. Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must cooperate with us in the prosecution of any violations.

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

- Neither you nor anyone who will be living in the dwelling unit is a smoker.
Someone in my household is a smoker; however, we agree to follow the no-smoking policy.

Owner or Owner's Representative

[Signature]

Date of TAA Lease Contract
February 14, 2017



# Bed Bug Addendum

Date of Lease: February 14, 2017  
(when the Lease is filled out)

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

1. **Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:  
 Apt. # 5206 at Regency Indigo Austin, LLC (DBA Indigo Apartments)  
 \_\_\_\_\_ (name of apartments)  
 or other dwelling located at \_\_\_\_\_  
 \_\_\_\_\_ (street address of house, duplex, etc.)  
 \_\_\_\_\_ (city)  
 \_\_\_\_\_ (state) \_\_\_\_\_ (zip).

2. **Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

3. **Inspection. (Check one)**

You have inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation.

**OR**

You will inspect the dwelling within 48 hours after moving in or signing this addendum and will notify us of any bed bugs or bed-bug infestation.

4. **Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling. You must read the information on the back of this addendum and then certify one of the following statements: *(check one)*

You are not aware of any infestation or presence of bed bugs in your current or previous apartment, home, or dwelling or in any of your furniture, clothing, personal property, or possessions, nor have you been exposed to any bed-bug infestation or presence.

**OR**

If you previously lived anywhere that had a bed-bug infestation, all your personal property (including furniture, clothing, and other belongings) has been treated by a licensed pest-control professional and is now free of further infestation.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. Describe here any previous bed-bug infestation that you may have experienced: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Si-

multaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

6. **Notification.** You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling; **AND**
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

7. **Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. **Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. **Transfers.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

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

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

[Signature] 2/16/17  
 \_\_\_\_\_ Date signed  
 \_\_\_\_\_ Date signed

**Owner or Owner's Representative (sign below)**

[Signature] 2/16/17  
 \_\_\_\_\_ Date signed

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

# Bed Bugs

## A Guide for Rental-Housing Residents

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

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

### Bed bugs don't discriminate.

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

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

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

### Bed bugs don't transmit disease.

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

### Learn to identify bed bugs.

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

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

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

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

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

### Prevent bed-bug encounters when traveling.

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

### Know the bed-bug dos and don'ts.

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



**LEASE ADDENDUM FOR  
REQUIREMENT OF RENTER'S OR LIABILITY INSURANCE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 5206 in the Regency Indigo Austin, LLC (DBA Indigo Apartments)

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

2. **Acknowledgment concerning insurance or damage waiver.** You understand that our property or liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions or those of any occupant of the dwelling or guest. You understand that by not maintaining a renter's or liability insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in the dwelling. You understand that paragraph 8 of the TAA Lease Contract requires you to maintain a renter's or liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. You agree to maintain, at your own expense, during the Term of the TAA Lease Contract and any subsequent renewal periods, a renter's or liability insurance policy satisfying our requirements. Liability insurance does not protect you against loss or damage to your personal property or belongings—only a renter's insurance policy does this. It also does not protect you from losses caused by flooding. Flood insurance is different than renter's insurance. For more information regarding renter's or flood insurance, contact the Texas Department of Insurance.

3. **Election of insurance coverage or damage waiver.** You agree to the following with respect to your renter's or liability insurance (INITIAL ONE):

You agree to purchase renter's or liability insurance through the Program (complete paragraph 5);

You agree to purchase renter's or liability insurance from an insurance company of your choice. If you elect to purchase the required insurance from another company, you will provide us with written proof of

compliance with this addendum on or prior to the lease commencement date, and any time we request it. Your insurance company will be required to provide notice to us within 30 days of any cancellation, non-renewal, or other material change in your insurance policy. Please advise us if you are renting temporarily and have a homeowner's policy or if you have a guarantor on your lease with a current homeowner's policy, which may extend coverage to your rental unit. Please check with the homeowner's insurance provider and submit a certificate of coverage to us if the policy provides the coverage required under the TAA Lease Contract; or

You agree to pay \$ \_\_\_\_\_ per month to us for liability insurance that we agree meets the requirements of this addendum. You agree to pay us this amount in addition to all other obligations in the TAA Lease Contract. You also agree the cost of this liability insurance will be considered additional rent for purposes of the TAA Lease Contract. You understand that any liability insurance we purchase under this section will not cover you for loss or damage to your personal property—only a renter's insurance policy does this.

4. **Subrogation allowed.** You and we agree that subrogation is allowed by all parties in all instances and that this agreement supersedes the language concerning subrogation in paragraph 33 of the TAA Lease Contract.

5. **Insurance program.** You understand that we have informed you of any insurance program (the "Program") that we may have made available to you that provides you with an opportunity to purchase renter's insurance and/or liability insurance policies from \_\_\_\_\_.

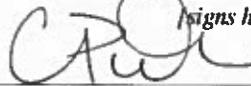
Be aware that this insurance company is not owned or operated by us, and we make no guarantees, representations, or promises concerning the insurance or services it provides. You acknowledge that we are doing so only for the purpose of informing you of an option available to you at your discretion. You are under no obligation to purchase renters' insurance or liability insurance through the Program.

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



Frantisek Batysta

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



Date of Lease Contract

February 14, 2017

**LEASE ADDENDUM FOR  
BOILER MANAGEMENT  
FEES**

**Addendum.** This LEASE ADDENDUM (the "Addendum"), dated as of 02/14/2017, is made and entered into by and between Regency Indigo Austin, LLC (DBA Indigo Apartments) (the Owner"), and Frantisek Batysta (the "Tenant(s)" in connection with that certain lease (the "Lease" for Apartment Number 5206 in the Indigo Apartments located at 10800 Lakeline Boulevard, Austin, TX 78717 (the "Property").

Owner has entered into an agreement with a service provider that will manage and monitor the operation of a natural gas boiler system to provide hot water to tenants. We anticipate that this system will be more reliable and more environmentally friendly than providing apartments with individual hot water heaters. Further, the risks associated with having hot water heaters in every apartment, including potential water leaks, should be reduced.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, Owner and Tenant agree as follows:

The rent under Tenant's Lease does *not* include a charge for the management and monitoring of the boiler system.

**Boiler Management Fee.** Tenant will receive a monthly bill in the amount of 12.75 (Twelve Dollars and Seventy Five Cents) for the boiler management fee (the "Boiler Management Fee"). Please note that this fee may be included as a separate line item within a multi-item bill.

The parties agree and acknowledge that the Boiler Management Fee is related only to the servicing, management and monitoring of the Property boiler system and is not, and should not be construed or interpreted to be, a bill or fee related to the distribution, proration, allocation, metering, billing or consumption, or any combination thereof, of any utility services (whether directly metered or submetered), including, but not limited to, electricity, gas, water or wastewater. In the event that Tenant is responsible for paying for any such utility services, Tenant's payment responsibilities will be covered by separate Lease documents.

**Payment due date and delivery.** Tenant agrees to pay the Boiler Management Fee on or before sixteen (16) days after the date the bill is postmarked or hand delivered to Tenant. Tenant's payment shall be mailed or delivered to the address indicated on the bill.

**Late Fees and Remedies.** If payment is received after the due date, Tenant agrees to pay a late charge equal to five percent (5%) of the delinquent amount. Owner may also immediately exercise all other lawful remedies, including eviction.

**Proration of Boiler Management Fee.** Should both the boiler equipment fail and hot water is not available to the Tenant due to the equipment failure, the Boiler Management Fee will be prorated for each full or partial day hot water is not available to Tenant due to the equipment failure.

**Change of Boiler Management Fee.** The Boiler Management Maintenance Fee will not be changed unless the Tenant specifically agrees to the fee change as part of a lease renewal. Tenant will receive at least thirty-five (35) days' notice of any Boiler Management Fee change before it takes effect.

**Records.** Upon reasonable advance notice, Tenant may review the boiler management invoices received by the Property from the Owner's service provider during regular office hours.

Executed to be effective as of the Effective Date written above.

All Tenants on Lease

FRANTIŠEK BOŽIŠTA [Signature]

\_\_\_\_\_

\_\_\_\_\_

Owner or Owner's Representative

[Signature]

Name: CPavelka

Title: abt mgr

**VALET WASTE RESIDENT LEASE ADDENDUM**

Valet trash service will be provided for each resident 5 nights per week (SUN-THURS. NO PICK UP ON FRI-SAT & HOLIDAYS). The cost for trash collection is \$ 30.00 per month in addition to your monthly rent and is not included in provision 6 of the Apartment Lease Contract. A container will be provided to each resident and must be used in conjunction with the valet service.

Containers with bagged trash should be placed outside front door only between the hours of 6:00pm - 8:00pm. Service will begin at 8:00pm. All trash must be in bags and securely tied. Bags must be placed inside the container. No trash will be collected without the use of the container. No loose trash will be collected. All boxes must be broken down and flattened.

After collection, residents are required to bring containers inside by 9:00am the following morning. Containers are the property of Indigo. It is the responsibility of each resident to keep his or her container clean. There will be a \$ 25.00 charge to the resident if an additional or replacement container is needed, or if container is not left in the apartment at move-out.

If any resident misses service on any of the designated nights, it is their responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside his or her apartment until the next collection evening. **Containers/trash may NOT be left out for any reason during non-designated times.** If not complied with, resident will receive a warning. If after the first warning the resident is again in violation, his or her container will be removed and/or a fine of \$25.00 per bag will be issued. Containers may be returned after a return fee of \$25 is paid and with the resident's thorough understanding of the procedures for the service. If this problem continues beyond that, valet service for that resident will be terminated and disposing of trash will become the resident's responsibility.

By signing this addendum you are stating that you are fully aware of the rules for the valet trash service and the penalties that may be incurred.

Resident(s) Signature(s)

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 2/16/17  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Apartment Number: 5206

Owner's Representative Signature:

*[Signature]*  
Title: not mgr

Date: 2/16/17

**WASHER DRYER ADDENDUM**

This is an Addendum to the Lease dated 02/14/2017 (the "Lease"), by and between Regency Indigo Austin, LLC (DBA Indigo) (hereinafter "Owner") of the Apartment Community known as Indigo and Frantisek Batysta collectively hereinafter "Resident", for the premises known as 10800 Lakeline Boulevard #5206, Austin, TX 78717 County of \_\_\_\_\_, ("Premises").

**Check Yes or No Below for Supplied Equipment**

Yes  No  Community Supplied Equipment

Owner agrees to lease to Resident a washer and dryer for the sum of \$\_\_\_\_\_ per month, beginning on \_\_\_\_\_ and expiring concurrently with the above referenced Lease, including any month-to-month periods. Resident agrees to pay Owner \$\_\_\_\_\_ per month to lease the washer and dryer. Resident shall pay the monthly rental amount in advance, as additional rent, at the beginning of each month.

The WASHER SERIAL # IS \_\_\_\_\_ and the DRYER SERIAL # IS \_\_\_\_\_. The washer/dryer set will hereinafter collectively be referred to as the "equipment". Resident acknowledges that the equipment is for Resident's use and in consideration of Resident's agreement to pay washer and dryer rent. Owner is the owner of the equipment, and Resident shall not remove the equipment from the Premises.

Resident agrees to allow Owner's agents access to the Premises and the equipment for the purpose of delivery, repair, maintenance, replacement or removal of equipment. Resident agrees to make any necessary preparations, including clearing a path to the laundry closet and securing all pets.

Once the equipment is installed and prior to Resident's first use, Owner's onsite agent must come into Resident's apartment to verify that there are no leaks. Such an inspection does not create any liability on Owner's party. Resident is responsible for any damage caused by a leaking washer, and will be billed by Owner for such damage. Owner is not liable for any damage caused by the equipment. Resident agrees to waive any and all claims, liabilities and actions of whatever nature Resident may ever have against Owner and Owner's agents for the delivery, repair, maintenance or removal of equipment. Resident agrees to indemnify Owner and Owner's agents for any and all damages of whatever nature or kind arising from Resident's willful or negligent misuse of the equipment.

Resident agrees to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. Resident is liable to Owner for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for mechanical repairs. During occupancy, Resident must pay Owner all damages to the equipment upon demand. Owner will deduct damages to the equipment from Resident's security deposit upon move-out. If Resident removes the equipment from the Premises, Resident shall pay Owner \$800 or the actual cost of the equipment whichever is greater.

If any monthly rent is not paid on or before the due date \_\_\_\_\_ Indigo reserves the right to remove the equipment without prior notice.

Resident agrees that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, Resident's failure to pay monthly equipment rent is a breach of the Lease, and Owner shall have all remedies including eviction. In addition, upon Resident's failure to pay equipment rent, Owner shall have the right to remove the equipment without notice.

Resident shall remain liable for all amounts under this Addendum until Resident vacates, including holding over or month-to-month periods, and all provisions of this Addendum will remain in effect during such periods.

Yes [ ] No [x] Resident Supplied Equipment

Resident has permission from Owner to install and use a washer/dryer set ("equipment") in the Premises.

If Resident's equipment leaks or floods, it may cause a lot of problems and a lot of damage to the Premises and other adjoining units, as well as damage to Resident's personal property and personal property of residents in other units. For these reasons, Resident's right to install and use the equipment is subject to the following conditions and Resident agrees to these conditions:

1. Resident agrees to be especially careful in Resident's selection of equipment and in its installation, maintenance and use. Please remember that Owner does not select, install or maintain Resident equipment. Resident and Resident's occupants and guests must follow the manufacturer's instructions for the equipment installation, maintenance and use. Owner strongly recommends that Resident have the equipment professionally installed.
2. Upon installation of the equipment, Resident must use new hoses. Bursting or leaking hoses are the most common cause of water damage. Stainless braided water hoses are recommended.
3. Once the equipment is installed and prior to Resident's first use, Owner's onsite agent must come into Resident's apartment to verify that there are no leaks. Such inspection does create any liability on Owner and does not release Resident from liability in the event of damage from Resident's equipment.
4. Resident agrees to assume strict liability for all damages to the Premises and to other units and to personal property in the Premises and other units caused by the equipment, including but not limited to leaks and floods, and will be billed by Owner for such damage. Owner is not liable for any damage caused by the equipment and Owner's insurance will not cover such damages. Resident agrees to indemnify Owner and Owner's agents for any and all damages of whatever nature or kind arising from Resident's equipment. Resident must carry renter's insurance until Resident vacates the Premises. Resident's policy must provide insurance coverage for damage to Resident's personal property from accidental water discharge. It must also provide coverage for any potential liability due to the equipment damaging, including but not limited to, the Premises, other units and personal property of others.

Resident(s) Signature(s)

(18 years of age and over)

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 2/16/17  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

Apartment Number: 5206

Owner's Representative Signature:

*[Signature]*

Title: off mgr

Date: 2/16/17

# GREYSTAR

## **ACKNOWLEDGEMENT OF LEASE CONTRACT OVERVIEW ADDENDUM (TEXAS ONLY)**

This Acknowledgement of Lease Contract Overview Addendum (this "Addendum") is entered into by the Resident(s) and Owner or Owner's Representative. The terms of this Addendum are effective as of the date Resident(s) agrees to execute it or the Commencement Date of the Apartment Lease Contract, whichever comes first. The terms in this Addendum shall be deemed to have the same meaning as the defined terms in the Apartment Lease Contract. For and in consideration of the mutual promises contained herein and in the Apartment Lease Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed as follows:

Resident(s) acknowledges that Resident(s) have viewed and understand the Lease Contract Overview and that they have been given the opportunity to have any questions answered. Check the applicable box below:

- Resident(s) viewed the video outside the management office.
- Resident(s) viewed the video inside the management office.

**OWNER OR OWNER'S REPRESENTATIVE:**  
(signing as Agent for Owner)

Signature: 

Name Printed: Regency Indigo Austin, LLC

Date: 2/14/17

**RESIDENT(S):**

Signature: 

Name Printed: Frantisek Batysta

Date: 2/16/17

# Community Policies / Master Lease Addendum

## 1. Preface / Definitions

In an effort to eliminate any misunderstanding concerning the obligations of and/or representations made by Greystar, the ownership of the community, or any employee of either entity, we are requesting that you carefully read the contents contained herein and signify your complete understanding by signing the last page of this document.

- a) **Resident:** The term "resident" refers to the person(s) who signed the Lease Contract. The terms "you" and "your" refer to all residents.
- b) **Apartment:** The term "apartment" or "apartment home" or "unit" refers to the resident's leased space, which may include an apartment home, townhome, premises, and/or apartment.
- c) **Occupant:** The term "occupant" refers to all persons residing in your apartment home who are included as authorized persons to occupy your apartment home on the Lease Contract, but are not lease holders.
- d) **Community:** The term "community" refers to the property on which the apartment home is located.
- e) **Owner:** The term "owner" refers to the title holder of the community. The term "management" refers to the owner's managing agent and its employees who manage the community. The owner's managing agent and the employees of the managing agent are not parties to the Lease Contract, act only as managing agent for the owner and shall have no obligation under the Lease Contract or this Addendum to resident, occupants, guests or invitees. The terms "we," "us," and "our" refers to either the owner or management, as the context dictates.

The following items are policies by which your community is operated. They are based on the belief that consideration of others and respect for the community is important. These policies and procedures are an addendum to and are referred to in your Lease Contract. Violation of any of these policies can result in termination of your Lease Contract. These policies may be added to, amended or repealed at any time in accordance with your Lease Contract.

## 2. Fair Housing Statement

This community is committed to compliance with all federal, state and local fair housing laws. Your community policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws.

## 3. Good Neighbor Policy

All policies in this addendum apply to all residents, occupants, guests and invitees. Please be considerate of your neighbors and help us maintain a quiet, clean, community environment.

## 4. Security Disclosure Statement

- a) **No Guarantee of Personal Security:** Neither owner nor management make any guarantee of, or provide any warranty for your personal security or safety or for the security or safety of your occupants, guests or invitees or for the security of personal property in the possession of or owned by any of those persons.
- b) **No Provision of Security:** Neither Greystar, the ownership of the community, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not), controlled access gates, video cameras, controlled entry doors, or other mechanical devices which will guarantee or warrant your personal security or safety or the security or safety of your occupants, guests or invitees or the security of personal property in the possession of or owned by any of those persons. This statement is true, even in the event that one or more of the above noted devices may be present or in use at the community that you will reside in.
- c) **Law Enforcement Agency is the Proper Authority for Security Related Incidents:** In the event of a security related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact management and advise them of the problem. You acknowledge that neither the owner nor management has any obligation to respond to calls relating to security. Owner and management are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.
- d) **No Obligation To Install Device(s) or Contract Services:** It is understood that owner has no obligation to install any device such as intrusion alarms, access gates, video cameras, controlled entry doors, or other mechanical devices, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present on the community, there is no obligation on the part of owner to continue the use of the device or to continue any patrol personnel or patrol service.
- e) **No Representation or Warranty as to the Reliability of such Equipment:** It is understood that if the community is equipped with any device, such as intrusion alarms, controlled access gates, video cameras, controlled entry doors, or other mechanical device, there is no representation or warranty as to the reliability or effectiveness of any such equipment as a

deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your occupants, guests or invitees or the security of personal property in the possession of or owned by any of those persons.

- f) **You Understand the Proper Operations of Device(s):** By signing this document, you acknowledge that you understand the proper operations of any and all devices that may be installed in your apartment home or in your community such as an intrusion alarm or access gate system.
- g) **Repair Requests Must be in Writing:** The repair and maintenance of any device, such as intrusion alarms, controlled access gates, video cameras, controlled entry doors, or other mechanical device that may be present in your apartment home or located on the community is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, you must notify management *in writing* about the problem. The appropriate party will be contacted to effect repair or replacement.
- h) **Outside Contractors May be Required for Repair:** You acknowledge and understand that management does not have the expertise or equipment to repair any device that may be located in your apartment home or located on the community, such as an intrusion alarm, access gate system, video cameras, controlled entry doors, or other mechanical device. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.
- i) **Service Requests for Door and Window Locks Must be in Writing:** Any requests for service of items such as door and window locks *must be made in writing* to management, so that there is a clear record of the request for both maintenance and management personnel.
- j) **Release:** You hereby release, Owner, management, and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any claim whatsoever, with respect to any personal injury, illness, property damage or death, which is in any way related to any of the devices and/or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

## 5. No Reliance on Security Devices or Measures

**5.1 Security Devices May Fail or be Thwarted by Criminals:** You acknowledge that security devices or measures, including but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, video cameras, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, you acknowledge that you should not rely on such devices or measures and should take steps to protect you and your existing property as if these devices or measures did not exist.

- a) **Notify Management Immediately of Malfunctions:** You agree to immediately notify management of any malfunctions involving locks, doors, windows, latches, smoke alarms, and carbon monoxide detectors (if applicable).
- b) **Your Responsibility to Test, Supply Batteries, and Not Disable:** You are responsible for the proper operation and regular testing of all devices in the apartment home, including but not limited to, alarms, smoke alarms, and carbon monoxide detectors (if applicable). You are responsible for supplying electrical current to devices, including replacing the batteries if applicable. You agree you will not disable, disconnect, alter or remove the smoke alarms, locking devices, alarm system, sprinkler system, fire extinguisher, screens, latches, or carbon monoxide detector (if applicable).

**5.2 Off Duty Police Officer or Patrol Service:** In the event an off duty police officer or patrol service patrols the community, the officer and/or patrol service is not equipped to provide personal security to residents, occupants, guests or invitees of any apartment home. Someone with criminal intent can circumvent any procedure used by the officer and/or patrol service and commit a crime in the community.

**5.3 Cameras in the Community:** In the event cameras have been placed in the community or amenities, these cameras may not be monitored on a 24 hour basis and are not designed to provide personal security services for anyone.

**5.4 Access Gates:** In the event access gates are present in the community, resident agrees to follow all instructions and rules regarding the use of the gates as outlined in Section 10 of this Addendum. Neither owner nor management have any duty to maintain the gates or fencing. Residents are encouraged to contact the local law enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

## 6. Crime Prevention Tips

There are many crime prevention tips readily available from police departments and other sources. Residents are encouraged to use these and other common sense tips:

- a) **Report Emergencies to Local Authorities:** Always report emergencies to local authorities first and then contact management, including suspicious activity.
- b) **Be Aware of Neighbors and Surroundings:** Know neighbors and watch out for each other. Always be aware of surroundings and avoid areas that are not well-traveled or well-lit.

- c) **Keys:** Keep keys handy when walking to a car or to your apartment home. Do not put identification, such as name or address, on key rings or hide extra keys under the door mat or flower pot. If keys are lost or concerns about safety exist, contact management for rekeying. Do not give keys, codes, access cards, or gate remotes to anyone.
- d) **Secure Doors and Windows:** Do not go inside if the door is open upon arriving to your apartment home. Call the police before entering. Make sure door locks, window latches, and sliding glass doors are properly secured at all times. Do not open the door to a stranger.
- e) **Security Devices:** Check security devices and detection devices once a month to make sure they are working properly.
- f) **While Gone:** Lock doors and windows and leave a radio or TV playing softly while gone. Stop deliveries of newspapers or mail when gone for an extended period. Tell someone of plans of departure, whereabouts, and plans to return.
- g) **Exit Routes:** Know at least two exit routes from the apartment home, if possible.
- h) **Vehicles:** Always lock car doors, even while driving. Hide valuables and park vehicles in a well-lit area. Check the backseat before entering the car.

#### 7. Renter's Insurance

In the event your community requires you to maintain renter's liability insurance, you agree to maintain it throughout the term of your residency. See management for details. You are strongly urged to purchase renter's insurance to protect your personal possessions in the event of a loss. We recommend that you ask a licensed insurance agent how best to protect your personal possessions as neither owner nor management is responsible for your personal belongings in the event of a loss, whether inside or outside of the apartment home.

#### 8. Intrusion Alarms

In the event your community has alarm systems, the following policies apply:

- a) **Resident Responsible for Local Permit:** The resident may elect to utilize an alarm device in the apartment home. In the event your city or local officials require a residential alarm permit application, this must be completed by the resident immediately. Provide management confirmation this has been completed. Resident is responsible for all appropriate fees.
- b) **Provide Management with Code:** Please note that if an alarm is installed in the apartment home, it is the resident's responsibility to provide management with the code for emergency purposes or service requests. All codes are kept confidential.
- c) **Resident Responsible for Resulting Charges:** Any charges resulting from the use of the intrusion alarm will be charged to resident, including but not limited to, false alarms with police, fire, or ambulance response, and required city permits or charges.
- d) **Independent Contractor for Monitoring:** In the event resident chooses to have the intrusion alarm monitored, resident must make arrangements with an independent company to activate and maintain the alarm system. In such case, resident must provide management with the alarm code and any special instructions for lawful entry into the apartment home.
- e) **Use Reasonable Care:** Resident agrees to use reasonable care in operating the alarm.

#### 9. Smoke Alarms or Carbon Monoxide Detectors

In the event your apartment home has smoke alarms and/or carbon monoxide detectors (if applicable), the following policies apply:

- a) **Devices are in Working Order:** You acknowledge that as of the date of initial occupancy, the apartment home is equipped with one or more smoke alarms or carbon monoxide detectors (if applicable) that have been tested and provided with working batteries. You further acknowledge that you have had an opportunity to inspect the smoke alarm(s) or carbon monoxide detector(s), if applicable, and that you find it/them to be in good working order.
- b) **Resident to Test Device(s) and Notify Management in Writing of Problems:** You agree that it is your duty to regularly test the device(s). You further agree to notify management immediately in writing of any problem, defect, malfunction or failure of the device(s) and to notify management of the need to install, inspect or repair the device(s), assuming the availability of labor and materials.
- c) **Your Responsibility to Test, Supply Batteries, and Not Disable:** To the extent permitted by law, you agree to replace the battery; if any, at anytime the existing battery becomes unserviceable. **YOU MUST NOT DISCONNECT OR INTENTIONALLY DAMAGE A SMOKE ALARM OR CARBON MONOXIDE DETECTOR (if applicable) OR REMOVE THE BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY.**
- d) **Resident Agrees to Reimburse for Device(s) Damaged:** You agree to reimburse owner, upon request, for the cost of a new device and the installation thereof in the event of the existing smoke alarm(s) or carbon monoxide detector (if applicable) becomes damaged by you, occupants, guests or invitees.
- e) **Resident Assumes Responsibility for All Risks and Hazards:** Any duty of the owner or management to inspect and repair smoke alarms and carbon monoxide detectors (if

applicable) is waived to the extent allowed by applicable law. Also, to the extent allowed by applicable law, you acknowledge and agree that neither owner nor management are the operator, manufacturer, distributor, retailer or supplier of the device(s); that, to the extent allowed by applicable law, you assume full and complete responsibility for all risk and hazards, attributable to, connected with or in any way related to the operation, malfunction, or failure of the device(s), regardless of such malfunction or failure is attributed to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or inspection of said smoke alarm(s) or carbon monoxide detector(s), if applicable.

- f) **No Representations or Warranties:** TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER OR MANAGEMENT TO YOU REGARDING SAID SMOKE ALARM(S) OR CARBON MONOXIDE DETECTORS (if applicable), OR THE ALLEGED PERFORMANCE OF THE SAME. NEITHER OWNER NOR MANAGEMENT MAKES OR ADOPTS ANY WARRANTY OR ANY NATURE REGARDING SAID DEVICE(S) AND EXPRESSLY DISCLAIM ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY, OR ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, EXCEPT AS EXPRESSLY PROVIDED IN STATURE. NEITHER OWNER NOR MANAGEMENT SHALL BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE DEVICE(S); (2) YOUR FAILURE TO NOTIFY MANAGEMENT OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE(S); (3) THEFT OF THE DEVICE(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE DEVICE(S). THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

#### 10. Controlled Access Gates

In the event your community has controlled access gates, the following policies apply.

- a) **Approach Gates With Caution:** Always approach entry and exit gates with caution and at a very slow rate of speed.
- b) **Never Stop Your Vehicle Where The Gate Can Hit It:** Never stop your vehicle where the gate can hit your vehicle as the gate opens or closes.
- c) **Never Follow Another Vehicle:** Never follow another vehicle into an open gate. Always use your remote, card, or the keypad to gain entry.
- d) **Never Force Gate Open:** Never force the gate open with your vehicle.
- e) **Never Get Out Of Vehicle:** Never get out of your vehicle while the gates are opening or closing.
- f) **Contact Management for Assistance with Longer Vehicles:** If you are using the gates with a boat, trailer, or moving van, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop alarm and could cause damage.
- g) **Use Caution If Children are Nearby:** Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- h) **Lost Cards or Remotes:** If you lose your card or remote, please contact management immediately.
  - i) Do not give your card, remote, or code to a non-resident.
  - j) **No Tampering:** Do not tamper with the gates or allow your occupants, guests, or invitees to tamper or play with the gates.
- k) **Report Vehicles that Piggyback:** Report to management the vehicle license plate of any vehicle that piggybacks through the gate.
- l) **Not Responsible for Damage:** Neither owner nor management are responsible for damage to vehicles.
- m) You acknowledge that you and all other occupants have read the instructions regarding the access gates. If residents, occupants, guests, or invitees, through negligence or misuse, damage the gates, you are liable for the damages under your Lease Contract and collection of damage amounts will be pursued.
- n) **See Management for System Operations:** See management for details on the operations of your community's gate system.

#### 11. Entry Devices (Access Cards, Keys, Fobs, etc.)

In the event your community requires entry devices, the following policies apply.

- a) **Access Card or Key Fob:** Each person who is 18 years of age or older and listed as a resident on the Lease Contract may request an access card. Each additional card for you or occupants over 16 years of age will require a deposit or fee of \$ 25.00.
- b) **Damaged, Lost or Un-returned Cards, Remotes, or Fobs:** If a card/remote is lost, stolen or damaged, a fee of \$ 50.00 will be charged for a replacement. See management for details. If a card is not returned or is returned damaged when you move out, there will be a deduction from the security deposit for each card in the amount of \$ 50.00. In addition, (to the extent allowed by law) if the garage remote is damaged or not

returned, a fee of \$ 50.00 will be deducted from the security deposit per remote. See management for details.

- c) **Personal Injury and/or Personal Property Damage:** Fencing, gates or other devices will not prevent crime. No security system or device is foolproof. Crime can still occur. Protecting residents, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. First, call the police or 911 if a crime occurs or is suspected. The community is not liable to any resident, occupants, guests or invitees for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.
- d) **Report Malfunctions:** Resident agrees to immediately report to management any malfunction or damage to gates, fencing, locks, or related equipment.

## 12. Keys & Locks

The care and maintenance of the keys (key fobs, access card, etc.) and locks to your apartment home is of critical importance. No one should have a key to your apartment home without our prior written permission, including family, friends, housekeeper, caregiver, and delivery or repair services (management will retain a key). Additional policies regarding keys and locks include:

- a) **Duplicate Keys:** A duplicate of your key will be made upon written request for a charge of \$ 5.00.
- b) **Lost Keys:** If you lose your apartment home, storage, or mailbox keys or wish to have your lock re-keyed, your request must be in writing, and you will be charged a re-keying fee of \$ 50.00 which is due prior to changing your locks. See management for details.
- c) **After Hours Lock Outs:** After office hours, you must contact and pay for a locksmith if you have inadvertently locked yourself out.
- d) **Precautions to Take with Keys:** Take precautions with your keys. Do not hide a key outside of your apartment home. Do not give your keys to acquaintances. Do not put your address on your key ring. Keep your car keys and apartment home keys on separate rings.
- e) **Locks and Latches:** If your apartment home is not equipped with a latch on each window and a keyless deadbolt on every exterior door, you may request in writing to add them. If your apartment home has a sliding glass door that is not equipped with a pin lock and a charley bar or a door handle latch on the sliding glass door, you may request in writing to add them.
- f) **Resident To Check All Windows and Locks:** We strongly recommend that you keep all windows and doors locked at all times. Immediately upon move in, Resident shall check all of the above and report any broken, missing or unserviceable items to management.
- g) **Lock Outs During Office Hours:** If you are locked out of your apartment home during business hours, contact management. A picture I.D. may be required to gain access to your apartment home.
- h) **Access Gate Assistance After Office Hours:** After hours assistance is not provided regarding your gate access cards. Please keep your card with you at all times. If you lose your gate access card, or if your access card malfunctions, contact management during regular office hours to make arrangements to repair/replace the card.
- i) **Lock Changes:** Locks shall not be changed or added without consent of the owner. If a lock change is approved, management will perform the work and retain a key.
- j) **Keyed Access to Amenities:** In the event your community has keyed-access to amenities, you will be responsible for that key. If the key is not returned upon move out, a fee of \$ 25.00 will be charged. Keys cannot be given to other people. See management for more details.

## 13. Patios / Balconies / Private Yards

In the event your community has patios, balconies, or private yards, the following policies apply.

- a) **Items Allowed or Prohibited:** Only plants and patio furniture are allowed. Furniture intended for indoor use is not allowed. The space is not designed to serve as storage space. No combustible material, automobile tires and/or parts, equipment, firewood and other unsightly or heavy items should be stored on the patio.
- b) **Bicycles:** Bicycles are allowed to be neatly parked. Bicycles are not allowed to be hung from ceilings or walls.
- c) **Satellite Dishes:** Satellite dishes may be permitted with prior written permission, a signed Satellite Dish Addendum with applicable deposit or fee, and proof of renter's insurance (see management for further information).
- d) **No Motorcycles, Laundry, Flags, Signs:** No motorcycles are allowed in or on balconies, patios, yards, breezeways, courtyard areas or under stairs. No items, such as laundry, clothing, rugs, sports team flags, or neon signs are to be placed on the exterior of any building, including balconies, patios, and private yards.
- e) **BBQ Grills Prohibited:** The use or storage of barbecue grills on patios, balconies, walkways, breezeways, etc. is prohibited.

- f) **Resident Responsible for Private Yard:** The following policies apply in addition to the policies listed above. In the event your apartment home has a private yard and the resident is responsible for maintenance of the yard, maintenance will include, but not be limited to, mowing, edging, shrub trimming, watering, debris removal, weeding, etc. Resident agrees to maintain the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, etc.). If your private yard is not maintained to the community standards, management has the right to maintain it at the resident's expense. Management will have the right to charge fines. Upon move-out, management can deduct any amounts owed from the security deposit paid by the resident as allowable under the Lease Contract. See management for details.
- g) **Community Landscaper Utilized for Private Yard:** The following policies apply in addition to the policies listed above. In the event your community landscaper maintains the private yard, there may be an additional monthly fee of \$ 0.00 required. The Resident is still responsible for maintaining the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, regular watering, etc.). Resident agrees to provide access so that routine yard maintenance can occur. If your private yard is not maintained to the community standards, management has the right to maintain it at the resident's expense. Management will have the right to charge fines. Upon move-out, management can deduct any amounts owed from the security deposit paid by the resident as allowable under the Lease Contract. See management for details.

## 14. Satellite Dishes

In the event a resident elects to install a satellite dish, the following policies apply.

- a) **Addendum:** The resident must sign a Satellite Dish Addendum, secure liability insurance in the amount specified by your community (no less than \$25,000) covering the satellite dish, and pay the applicable deposit or fees prior to installing a satellite dish (fees will be included on the Satellite Dish Addendum).
- b) No antenna or satellite dish that exceeds one meter (39 inches) in diameter is permitted.
- c) No antenna or satellite dish may protrude beyond the vertical or horizontal space that is leased to resident.
- d) **No Installation Outside the Apartment Home:** No antenna or satellite dish may be installed outside the apartment home, such as on any parking area, roof, exterior wall, window, fence, grounds, or common area.
- e) **Temporary Mounting Devices Only:** Mounting devices must be temporary devices that will not cause damage to the railing or fence and can be easily removed.
- f) **One Solid Color Only:** No advertising slogans. The antenna or satellite dish shall be one solid color only, either white, black, or shades of brown, gray, or tan.
- g) The antenna or satellite dish shall not cause distortion or interference whatsoever with respect to any other electronic device at the community.
- h) **One Per Apartment Home:** Only one (1) antenna or satellite dish per apartment home. Resident must remove the antenna or dish and other related equipment when resident moves out or a removal fee of \$ 100.00 will be charged.
- i) Resident will be responsible for paying any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the apartment home to its condition prior to the installation of the antenna or dish. Resident is fully responsible for the satellite dish, antenna, and related equipment including but not limited to any damage or injury caused by the device, maintenance, installation, and removal.

## 15. Inside or Near the Apartment home

**15.1 Windows and Doors:** Windows and doors shall not be obstructed by the resident. If the community provides blinds or screens on windows, then the blinds and screens shall not be removed by resident. Any window treatment installed by the resident shall have a white backing to provide a uniform appearance from the exterior of the building. Resident shall remove window treatments at the end of the Lease Contract. Any damage to the apartment home will be deducted from the security deposit or charged to the resident. The use of foil and other similar unsightly materials, including but not limited to neon/flashing signs, flags, and signs/advertisements, on windows is strictly prohibited.

**15.2 Proper Use of Windows and Doors:** Resident shall not throw anything out of the windows, patios, or doors. Resident shall not leave windows or doors open during inclement weather. Resident shall be liable for any damage to the apartment home, including but not limited to paint, walls, cabinets, carpets, floors resulting from failure to close windows and doors and exercise reasonable care.

**15.3 Welcome Mats and Heavy Items:** Welcome mats can be placed in front of entry doors, but rugs or carpet remnants are not permitted. Resident shall not place any unusually heavy objects on the floor, such as pool tables, waterbeds, etc.

**15.4 Plumbing:** Lavatories, sinks, toilets and all water and plumbing apparatus, including the kitchen sink and garbage disposal, shall be used by resident, occupants, guests or invitees only for the purpose for which they are constructed. Sweepings, rubbish, rags, ashes, feminine products, and other foreign substances shall not be thrown in any plumbing apparatus.

**15.5 Light Bulbs:** Resident will be responsible at their expense to replace all interior light bulbs and tubes. All interior and exterior bulbs, tubes, globes, and lights must be operational at the time the resident vacates the apartment home or a charge will be assessed to replace them. Residents may not remove exterior lights or globes. Colored bulbs in exterior light fixtures are not allowed. Halogen light bulbs must be supervised by resident during use and must never be left on unattended.

**15.6 Soliciting:** Soliciting is not permitted in the community. Management shall be notified if a solicitor is seen in the community. Unless allowed by law, Resident cannot distribute, post, or hang any signs, flyers, advertisements, or notices in any portion of the community without management's prior approval.

**15.7 Sports:** Team sports such as football, baseball, kickball, soccer, dodge ball, etc. are not permitted to be played in the pool or parking areas. The use of water guns or water balloons is prohibited. Dart boards and darts are not allowed on the community. Violators will be held responsible for any damages.

**15.8 Apartment Toured:** You acknowledge that the condition of the apartment home you selected will not be the same as the condition of any model or vacant apartment home you may have previously toured. The model or vacant apartment homes may have floors, cabinets, appliances, counters, and other finishing features that are considered upgrades. These upgrades may or may not be available for a monthly premium charge. In addition, the model apartment home may have been professionally decorated and may not have had previous occupants residing in it.

**15.9 Stairs Inside the Apartment home:** If the apartment home you selected has stairs, it is your responsibility to make sure your furniture will fit. The stairways may be too narrow to maneuver large furniture upstairs, including a queen size bed or box spring. Please request further dimensions from management if you have any questions or concerns.

**15.10 Square Footage:** There is no guarantee that your apartment home will have the exact square footage listed on brochures, websites, or other advertising. Every apartment home may differ due to construction variations.

**15.11 Fireplace:** In the event your apartment home has a fireplace, you agree to use the fireplace at your own risk. Use the fireplace only as the manufacturer intended. Contact management if you have any questions. Never use flammable liquids to start fires and never burn anything other than seasoned firewood. Clean your hearth of any flammable materials. Do not attempt to clean the inside of the chimney. Report maintenance needs to management immediately. Keep pets and young children away from the hearth. Use a mesh screen and leave glass doors open when burning fires. Build small fires that burn completely and produce less smoke. If applicable, open the flue/damper before lighting a fire. Close the flue/damper only when the fire is completely out, the smoke has ceased to rise, and the wood is cool. Never leave a fire unattended. Put all fires out completely before going to bed or leaving the apartment home.

**15.12 Furniture, Televisions, Appliances:** In the event your apartment home has furniture, televisions, and/or appliances included, you agree to maintain them in a clean condition, reasonable wear and tear excepted. Removal of these items is not allowed. Upon move-out, these items must be placed in the same location they were upon move-in. Resident will be responsible for any damages, cleaning, repair, or replacement charges. Resident will pay the cost to repair, replace, or clean the furniture, televisions, and/or appliances and, to the extent allowed by law, management will have the right to deduct any amounts owed from the security deposit paid by the resident under the Lease Contract.

**15.13 No Obstructions to Ingress / Egress:** Resident shall not allow bicycles or other objects to obstruct driveways, sidewalks, sport courts, entry passages, stairs, underneath stairs, breezeways, courtyards, or halls of the community.

**15.14 Wires and Personal Items Outside the Home:** No radio/television serials or wires are permitted on any part of the apartment home. Personal items are not permitted in the outside walkways, breezeways or under stairs.

#### 16. Smoke or Other Odors

In the event your community is not designated as a smoke-free community, you, your occupants, guests, and invitees acknowledge that management cannot prevent smells of smoke in and around your apartment home and community.

**16.1 Resident Responsibilities:** If you smoke or create other types of odors, you shall provide proper ventilation so you do not disturb or cause inconvenience to others. Open windows and use fans to allow

the odors to escape the apartment home. You shall dispose of cigarettes so as not to create a fire hazard or litter.

**16.2 Removal of Odors:** If the carpet, walls, A/C ducts, or other items in the apartment home retain odors due to your use or surrounding residents complain about the odors, you will be responsible for removing unwanted smells and odors. The cost to remove the odors or replace the items if the odors cannot be removed will be charged to your account.

**16.3 Designated Smoke-Free Community:** In the event your community is a designated smoke-free community, you, your occupants, guests, and invitees agree to uphold the no smoking policy which may include the use of vaping devices. Management will have the right to fine charges.

#### 17. Parking and Vehicles

In the event your community has parking for the enjoyment of all residents, the following policies apply.

- a) **Speed Limit:** Unless otherwise posted, the speed limit is ten (10) miles per hour.
- b) **Posted Signs:** You are responsible for following all posted signs including height restrictions, mounted mirrors, and traffic control devices.
- c) **Unassigned Parking:** In the event parking at your community is unassigned, you can park on a first-come, first-serve basis, except in designated areas. Guests must park in guest parking only.
- d) **Assigned Parking:** In the event parking at your community is assigned, you must park only in your assigned space. Guests must park in guest parking only.
- e) **Limitation of Vehicles:** In the event your community has a limitation on the number of vehicles allowed, see management for specific community vehicle limitations.
- f) **Courteous Parking:** Please be courteous to your neighbors. Do not take up two spaces with one vehicle or park on the grass, sidewalks, or patios.
- g) **Restricted Vehicles:** In the event your community does not allow campers, trailers, boats, buses, large trucks, commercial vehicles, mobile homes, trailers, recreational vehicles and equipment, they are not allowed to be parked anywhere on the community including carports and/or garages. Violators will be towed away without notice at owner's expense.
- h) In the event your community allows campers, trailers, boats, buses, large trucks, commercial vehicles, mobile homes, trailers, recreational vehicles and equipment to be parked, you must park only in the area assigned by management. Violators will be towed away without notice at owner's expense.
- i) **No Vehicle Repairs:** Automobile repair work is not allowed on the community. Washing vehicles is not allowed unless there is a designated car care facility.
- j) **Licensing Requirements:** Vehicles must meet all state inspection, registration, and licensing requirements to remain on the community.
- k) **Towing:** Any unauthorized motor vehicle that is parked in a fire lane, handicapped space, blocking a trash receptacle or a garage, double parked, abandoned (expired registration/licensing) or inoperable will be towed away without notice at the owner's expense. You are responsible for notifying occupants, guests and invitees of these towing policies. Neither owner nor management will be responsible for any damage or charges to the vehicle involved.
- l) **Motorcycles:** Motorcycles should be parked in parking lots or garages. Do not park them on patios, balconies, inside your apartment home, in breezeways or under stairs. They must have a current tag. No "dirt bikes" are allowed on the community. Your community may require a kickstand block (see management for details).
- m) **Inadequate Space:** You acknowledge that although parking space may be provided for residents, this space may prove inadequate at times.
- n) **Vehicle Insurance:** Resident acknowledges that resident will park all vehicles at resident's own risk and will maintain proper insurance on resident's vehicles.
- o) **No Loitering or Sports:** You, your occupants, guests, and invitees may not engage in the following activities in parking areas: loitering (standing or waiting around), playing sports, or disrupting the flow of traffic.

#### 18. Parking Tags / Stickers

In the event your community requires parking tags/stickers, the parking tag/sticker must be visibly displayed either on the rear view mirror or taped next to the vehicle registration. Neither owner nor management are responsible for damage to tint or glass due to the sticker. The vehicle can be towed without notice at the owner's expense in accordance with state law.

- a) You agree to advise your occupants, guests, and invitees to park in the designated guest parking spaces only.
- b) If your sticker/tag is lost, stolen, damaged, or not returned upon move-out, a replacement fee of \$ 25.00 will be assessed to your account.

#### 19. Enclosed Garage, Carport, or Storage Unit

In the event an enclosed garage, carport, or storage unit is included in the rent or leased by the resident, it is subject to the same terms and

conditions that apply to the Lease Contract of the apartment home itself, and it covers the same period of time. Additional conditions are as follows:

- a) **Addendum:** A Garage, Carport, or Storage Addendum should be signed that details all fees, deposits, or other charges.
- b) Only operable, registered/licensed motor vehicles and bicycles should be parked in garages and carports.
- c) Garages may not be used for the sole purpose of storage.
- d) **Prohibited Items:** Residents will not, at any time, keep within the garage or storage unit anything that is dangerous or detrimental to the safety or health of other residents or occupants of the community, or in violation of any building codes or city ordinances. Prohibited items include fuel (other than vehicle fuel tanks), flammable materials, fireworks, piles of paper, rags or other flammable material that may create a fire hazard.
- e) **Owner reserves the right to remove, without prior notice, any contents of the garage, carport, or storage unit that the owner reasonably believes might constitute a fire or environmental hazard.**
- f) Management may enter garage, carport, or storage units to ensure compliance with this addendum to the extent allowed by law. Written notice of such opening and entry will be provided in accordance with the Lease Contract.
- g) **Locks:** Garage and storage unit door locks may not be re-keyed, added or changed without prior written consent by management.
- h) **Garage Door Opener:** In the event a garage door opener is included, resident acknowledges future responsibility for its maintenance, including battery replacement. Transmitter frequency settings may not be changed on the garage door system without management's prior written consent. Neither owner nor management make any representations of security.
- i) **Deposit or Fee:** A deposit or fee may be required for a garage door opener. In the event a refundable deposit is required, the deposit will be refunded when the door opener is returned at the time of move-out in good condition.
- j) **No Alterations:** Improvements or alterations to the interior or exterior of the garage, carport, or storage unit may not be made without management's prior written consent. Resident will not place any nails, screws, bolts or hooks into walls, ceilings, floors or doors. Any damage to the garage, carport, or storage unit (not caused by management) will be paid for by the resident.
- k) **Not Responsible for Loss or Damage:** Resident will maintain comprehensive insurance for resident's vehicles and personal property at all times. Neither owner nor management will have any liability for loss or damage to resident's vehicles or other property stored in the garage, carport, or storage unit, whether by accident, fire, theft, water, weather related events, vandalism, mysterious disappearance or otherwise.
- l) **Remaining Items:** All items remaining in the garage, carport, or storage unit after the resident has vacated the apartment home will be disposed of according to the Lease Contract which addresses owner's disposition or sale of property left in an abandoned or surrendered apartment home.
- m) **Attached Garage:** In the event the garage is attached to your apartment home, when inside the apartment home, always keep the garage door closed and secured and lock the keyless deadbolt lock on the door between the garage and the apartment home, as well as all other entry doors. When leaving, be sure to lock all keyed deadbolt locks. However, do not lock keyless deadbolts when exiting your garage or you may lock yourself out of your apartment home and be unable to gain access.
- n) **Prohibited Activity:** No one may sleep, cook, barbecue, or live in the garage, carport, or storage unit.
- o) Persons not listed as a resident or occupant in the lease may not use the garage, storage, or carport.
- p) No plants may be grown in the garage, storage unit, or carport.
- q) **No Running Vehicles Inside Closed Garage:** Because of carbon monoxide risks, you shall not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.
- r) No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.
- s) Storage units may be used only for storage of personal property.
- t) In the event your community has carports, carports are assigned parking unless otherwise instructed by management. Violators will be towed without warning at the owner's expense.
- u) **Damages:** Residents are responsible for damage you cause to the carport, garage, or storage unit. Please pay attention to the height of vehicles and moving vans to ensure they do not damage the carport or garage.

## 20. Animals

**20.1 Service Animals:** Service animals are welcome. Service animals will be accepted without breed or weight restrictions. No fees, rent, or deposits will be required for service animals. Documentation for service animals may be requested.

**20.2 Animal Policies:** In the event your community allows animals, the following policies apply.

- a) **Animal Addendum Required:** Animals, including visiting animals, are not allowed without a signed Animal Addendum that should detail fees, charges, and deposits.
- b) **Items Required Prior to Move In:** Prior to move in, resident must provide to management the animal deposit and fees, a

copy of veterinarian records, city license, if required, and a current immunizations record.

- c) **No More Than Two Pets:** A maximum of two pets per apartment home are permitted.
- d) **Weight Limits:** Pets shall not exceed the restricted weight limit. Contact management for your community specific weight limits.
- e) Dogs must be at least one year old.
- f) **Restricted Breeds:** The following breeds are not permitted on the community: Rottweiler, Doberman Pinscher, Pit Bull Terrier/Staffordshire Terrier, Chow, Presa Canarios, Akita, Alaskan Malamutes, Wolf-Hybrid, or any mix thereof. Specific communities may have additional breed restrictions. Contact management for additional breed restrictions that apply.
- g) **Owner Shall Determine Breed:** Regardless of resident's representation as to the breed or classification of any animal, resident agrees that owner shall make the final determination as to the breed or classification of resident's pet or animal in owner's sole and absolute discretion. Restricted Breeds shall have the broadest possible meaning, and includes, but is not limited to, any animal displaying physical traits or characteristics of any restricted breed animal, whether by observation or by standards established by the American Kennel Club, or other applicable association, or defined by any law, statute, or ordinance.
- h) **Cats:** Cats must be spayed or neutered.
- i) **Animals Not Allowed in Amenities:** Animals, except Service Animals, are not permitted in the pool, pool area, or community amenity areas such as the business and fitness centers.
- j) **No Staking Animals:** At no time may an animal be staked or tied outside the apartment home. This includes the patio, balcony or any other common area.
- k) **No Exotic Pets:** No exotic pets are allowed, such as rabbits, ferrets, snakes, gerbils, hamsters, rats, mice, chinchillas, or large birds.
- l) **Dog Park:** In the event your community has a dog park, residents shall follow the rules posted or provided by the community, in addition to those outlined in Section 44 of this Addendum. Use of the Dog Park is at your own risk.
- m) **Aquariums:** Aquariums up to 20 gallons are allowed without a pet deposit or fee. Residents with aquariums over 20 gallons may be required to pay a pet deposit or fee and have proof of renter's insurance. See management for details.
- n) **Resident Responsible for Animal:** Resident is responsible for any injury or damages to persons, other animals, or property caused by the animal or to the animal.
- o) **Leash:** Animals must be on a leash when walked on the community grounds.
- p) **Disturbances:** The animal must not disturb neighbors or other residents.
- q) **Pet Feces:** Animal defecation outside the apartment home is allowed in designated areas and must be removed immediately by resident. Contact management for community specific details.
- r) **Animal Food and Water:** Animals must be fed and watered inside your apartment home. Do not leave food or water outside your apartment home as it can attract wildlife or stray animals.
- s) **Pet Insurance:** Residents with pets are strongly encouraged to obtain pet insurance. Speak to management for further details.
- t) **Animal DNA Program:** In the event your community utilizes an Animal DNA program to properly identify pet waste, you agree to provide a sample of your pet's DNA for identification purposes. You agree you may be responsible for applicable charges.

## 21. Trash Removal and Disposal

- a) **Curbside Pick Up:** In the event your community offers curbside trash pick-up, contact management for the scheduled days and times of pick-up. You will be charged for any trash left out on days that are not scheduled for pick-up. Owner reserves the right to remove curbside trash pick-up service upon written notice to residents of the change.
- b) **No Curbside Pick Up:** In the event your community does not offer curbside trash pick-up, residents shall dispose of their bagged and tied trash inside the compactor/dumpster facility as instructed by owner or by the sign near the compactor/dumpster.
- c) **Trash Chutes:** In the event your community has trash chutes, contact management for the scheduled hours of operation. Securely tied, kitchen-sized bags are required. No loose items can be put in the trash chute. Do not use the chute for recycling. No boxes or large trash can be placed in the chutes. Contact management for details or questions regarding the use of the trash chutes.
- d) **Recycling:** In the event recycling is offered at your community, you are responsible for complying with all recycling regulations. Contact management for community specific details.
- e) **Potential Charges:** Residents will be charged \$25.00 per bag for any trash left outside your apartment home or in breezeways. Please contact management if you require further instruction regarding proper disposal of garbage with the compactors, dumpsters, or chutes.
- f) **No Litter:** In the event cigarette butts or other trash is found near or around patios/balconies, under windows, or near entry doors, owner reserves the right to assess a trash fine of \$25 per incident.
- g) **No Furniture as Trash:** No furniture may be left for trash removal.
- h) **Dumpster Use for Residents Only:** Residents only are permitted to use the dumpster/compactor.

- i) **No Dumpster Diving:** Do not retrieve items from the dumpster. Digging or scavenging is prohibited.
- j) **General:** Please break down empty boxes. Keep the area clean and litter free. If applicable, close the lid after use.
- k) **No Parking in Front of Dumpster:** No parking in front of the dumpster/compactor.
- l) **Prohibited Items:** Prohibited items include propane tanks, flammable or toxic materials, furniture, bedding, appliances, auto batteries, tires, and oil/petroleum products.

## 22. Pest Control

**22.1 Extermination:** Unless prohibited by statute or otherwise stated in resident's Lease Contract, owner may have extermination operations conducted in the apartment home several times a year and as needed to prevent insect infestation. If pest control services are provided, resident shall pay the amount of \$ 3.00 on or before the first day of each month to reimburse owner for extermination services to the apartment home. Such fee shall be paid by resident in the same time and manner as resident pays rent pursuant to resident's Lease Contract. Resident must request extermination treatments in addition to those regularly provided by management in writing.

**22.2 Resident Preparations for Extermination:** If the apartment home is not prepared for a scheduled treatment date, management has the right to prepare the apartment home and charge the resident accordingly, and/or reschedule treatment at resident's expense. Resident agrees to perform the tasks necessary to prepare the apartment home for extermination, including:

- a) removing infants and young children from the apartment home;
- b) removing animals or placing them in bedrooms with notification to management;
- c) removing animal food bowls;
- d) removing all food, utensils, glasses, and dishes and food containers from countertops and floors;
- e) removing chain locks or other obstructions on the day of service;
- f) removing contents from shelves, cabinets, and floors where pests have been seen;
- g) cleaning all cabinets, drawers, and closets in kitchen and pantry; and
- h) refraining from wiping out cabinets after the treatment.

**22.3 Resident To Notify Owner of Health Issues:** Resident is solely responsible for notifying owner in writing prior to extermination of any anticipated health or other concerns related to extermination and the use of insecticides.

**22.4 Resident Responsibilities:** To reduce the possibility of pests, resident shall: (i) store all food in sealed containers; (ii) not leave food or dirty dishes out; (iii) empty all cans and bottles and rinse them with water; (iv) not keep brown paper grocery sacks around since they often contain roach eggs; (v) sweep and mop the kitchen regularly; (vi) vacuum carpets frequently to remove crumbs and other food particles; (vii) remove trash immediately; (viii) not put wet garbage in the trash; (ix) use the garbage disposal if available; and (x) not leave windows or doors open allowing pests to enter.

## 23. Packages / Deliveries

In the event your community accepts packages for residents, the following policies apply:

- a) We will only accept packages from a commercial delivery service (UPS, Federal Express, etc.) and United States Post Office.
- b) In the event your community offers Parcel Pending (or another package locker system), couriers will make all deliveries exclusively through the locker system. Refer to your community for the locker location name to be placed on address delivery label(s), which will instruct couriers of proper delivery.
- c) **Not Responsible for Lost, Stolen, or Damaged Packages:** We will not be responsible or liable for any lost or stolen deliveries signed for or accepted by any of our authorized representatives. While your deliveries are in our possession, both during and after office hours, your deliveries are not secured.
- d) Resident shall pick up your deliveries within 48 hours. If you do not pick up your delivery within 48 hours, we reserve the right to return to sender. Occasionally the number of deliveries may become too great or too cumbersome; therefore, we reserve the right at all times to refuse deliveries.
- e) **Neither owner nor management are responsible for contacting residents when accepting packages. This is yours and the deliverer's responsibility.**
- f) Deliveries or service requiring entrance into the resident's apartment home by anyone other than management will be allowed only with written permission from the resident.
- g) Neither owner nor management are responsible for articles or parcels left at your door or in the office by delivery services.
- h) Management will not be available after hours to allow you access to your deliveries. You must pick up your packages during regular office hours.
- i) **No Perishable Goods:** Resident shall not have perishable goods delivered to the office.
- j) We may not accept packages that are over 25 pounds or larger than 2'x2'x2'.
- k) **Photo ID:** The resident may be required to present a photo ID or signature when picking up a package.

## 24. Maintenance Emergencies

Service requests will be handled after office hours if they are emergencies. We define EMERGENCIES as the following:

- a) No electricity
- b) Broken or non-working exterior doors, locks, windows
- c) No heat (when outside temperature is below 50)
- d) No air conditioning (when outside temperature is above 90)
- e) No water
- f) Commode not working (one bath apartment homes only)
- g) Flooding
- h) Broken pipes
- i) Fire (call 911 immediately)
- j) After business hours, emergency service requests can be reported by calling the office. The on duty service technician will be notified and will respond as quickly as possible.

## 25. Apartment Home Transfers

When transferring to another apartment home within the community:

- a) Resident shall not replace or transfer resident's interest in the Lease Contract, or any part hereof, without prior written consent of management. Resident cannot be in violation of the Lease Contract in order to be approved for a transfer.
- b) Residents must sign a Transfer form.
- c) The criteria for qualifications of credit, income and employment, residence, and criminal must be met for residents that transfer within the lease term or at the end of the lease term.
- d) You must fulfill at least 3 months of your current lease term before you will be eligible to transfer to a new apartment home.
- e) A transfer fee is applicable and must be paid prior to transferring. A new security deposit will be required to secure the new apartment home. In addition, market rent and new pet deposit/fees (if applicable) must be paid.
- f) You are required to provide a written move-out notice according to your Lease Contract from the current apartment home. The vacated apartment home must be left in the condition described in the move-out cleaning instructions. We will inspect the apartment home and forward statements and deposit refunds to your new address.
- g) **If you cancel after the new apartment home has been assigned and taken off the market, you will be responsible for any economic loss sustained resulting from your failure to rent the new apartment home.**
- h) Resident shall be responsible for all moving costs including those associated with switching utilities and services to the new apartment home if a transfer is approved.

## 26. Move Out Procedures

**26.1 Requirements to Receive Full Deposit Refund:** *The requirements below must be fulfilled in order to receive a full refund of your deposit.*

- a) Submit a written Notice to Vacate to management in accordance with your Lease Contract.
- b) Return all keys, access cards, remotes, fobs, and/or garage openers to management or rent will continue to be charged per Lease Contract.
- c) Pay any outstanding charges or delinquent rent. Leave a forwarding address with management.
- d) Leave no damage of any kind in the apartment home (furniture, walls, carpet, floors, counters, appliances, etc.)
- e) Remove all personal belongings.
- f) Follow the move-out cleaning instructions detailed below.

**26.2 Move-Out Cleaning Instructions:**

*These are the cleaning procedures, in addition to those stated on the Inventory and Condition form, for you to follow when moving out. If the instructions below are not followed and professional cleaning is required, resident will be charged for any cleaning services and damages beyond normal wear and tear.*

### 26.3 Living Room

- a) Clean all window panes inside, windowsills and baseboards
- b) Remove all dust or dirt from mini-blinds
- c) Clean woodwork and walls of fingerprints and spots
- d) Clean light fixtures and switch plates/replace bulbs
- e) Vacuum carpet, sweep and mop floors
- f) Clean ceiling fan and blades
- g) Clean fireplace as directed and in accordance with Section 15.11 of this Addendum (if applicable)
- h) Clean all entry doors (front, patio, etc.)
- i) Clean track of patio doors
- j) Remove all trash and personal belongings
- k) Sweep and clean the patio/balcony and outside storage closet (if applicable)

### 26.4 Bedrooms

- a) Clean patio door inside and out (if applicable)
- b) Remove all dust or dirt from mini-blinds
- c) Clean closets and remove hangers
- d) Vacuum carpet, sweep and mop floors
- e) Clean light fixtures - replace bulbs
- f) Clean woodwork and walls of fingerprints and spots
- g) Clean windowpanes inside
- h) Clean ceiling fan
- i) Remove all trash and personal belongings

### 26.5 Kitchen

- a) Clean stove, range, countertop, all burners, drip pans, and under stove top – remove grease and particles, clean knobs and surfaces
- b) Clean exhaust screen and venthood (do not clean secondary charcoal filter if applicable)
- c) Clean oven, broiler and broiler pan
- d) Clean inside and outside of refrigerator – defrost, set refrigerator to the lowest setting
- e) Clean inside and outside of freezer – defrost if necessary
- f) Clean all cabinets, including the pantry - restore to original condition (no lining material if applicable)
- g) Clean light fixtures - replace bulbs
- h) Clean all counter tops, drawers and sink
- i) Sweep and mop floors
- j) If applicable, clean microwave inside and out
- k) Clean front and inside of dishwasher; remove any standing water, clean front panel and knobs
- l) Clean behind appliances
- m) If applicable, clean the washer/dryer
- n) Remove all food, trash, and personal belongings

#### 26.6 Bathrooms

- a) Clean all cabinets inside and out
- b) Clean woodwork, windows and baseboards
- c) Clean mirrors
- d) Clean walls or wallpaper
- e) Clean sink, tub, shower, and toilet and remove appliques
- f) Clean light fixture - replace light bulbs
- g) Sweep and mop floors

#### 26.7 General

- a) Clean all light switch plate covers, electrical outlet covers, all window and sliding glass door tracks, windows, doors, mini-blinds, light fixtures, and ceiling fans
- b) Sweep patio, sweep cobwebs, clean light fixtures, clean doors
- c) Vacuum carpet and clean floors
- d) Remove all debris, trash, and personal belongings
- e) Replace all burned out or missing light bulbs
- f) Replace dead or missing smoke alarm and carbon monoxide detector (if applicable) batteries

**Please note:** The security deposit or statement of disposition will be returned by mail to the forwarding address left by you, subject to any deductions for cleaning, and damages beyond normal wear and tear, final utility bills, etc. Deposit refunds cannot be picked up at the office.

#### 27. Amenities / Facilities

**27.1 Enjoyment of Facilities by All Residents:** These policies are in place for the convenience, safety and full enjoyment of the facilities by all residents. Resident should be considerate of others while using the amenities.

**27.2 Use Amenities At Your Own Risk:** The use of any and all of the amenities by the resident, occupants, guests and invitees shall be at their own risk.

**27.3 Management May Regulate Use:** Resident, occupant, guest, or invitees use may be regulated, denied, or restricted at any time by management.

**27.4 Policies for Amenities:** Residents and all occupants, guests and invitees, shall comply with all community policies and rules regarding use of the resident's dwelling and the common areas. There are rules contained in the Lease Contract and, in some cases, separate rules attached to the Lease Contract or provided to the residents during the lease term. *If you have concerns, or notice unusual or dangerous circumstances at any facility or amenity area, please notify management and/or police.*

#### 28. Amenity / Facility Safety-Related Age Restrictions

**28.1 Safety-Related Age Restrictions:** The following age restrictions have been made to the amenities/facilities based upon safety-related reasons. In the event your community has posted signage that specifies different safety related age restrictions than the ones listed in these policies, you will be expected to comply with the signage at your community.

**28.2 Persons Under the Age of 14 Years:** Resident agrees that persons under the age of 14 Years must be accompanied by a parent or legal guardian to the following amenities/facilities:

- a) Swimming Pool
- b) Spa / Hot Tub
- c) Tennis / Volleyball / Basketball Court
- d) Club Room / Game Room / Theater
- e) Fitness Center
- f) Video Library
- g) Business Center
- h) Playground
- i) Laundry Room
- j) Shuttle
- k) Dog Park
- l) Roof Top Deck
- m) Garden

- n) In some cases, a leaseholder, parent or legal guardian may need to supervise people under 14 years for Equipment Check Out. See management for details.

**28.3 Persons Under the Age of 18 Years:** Resident agrees that persons under the age of 18 Years must be accompanied by a parent or legal guardian to the following amenities/facilities:

- a) Tanning Bed, Tanning Dome, or Spray Tan Booth
- b) Private Party Facility / Clubroom Rental
- c) BBQ Grill / Outdoor Kitchen / Fire Pit / Fire Place

**28.4 Residents Shall Exercise Their Own Prudent Judgment:** While these policies contain minimum provisions regarding the supervision of persons less than specified years of age, residents are advised to exercise their own prudent judgment with respect to the unsupervised use of the facilities located throughout the community by minors. Owner and management, by establishing the minimum requirements contained in these policies, are not in any manner representing, guaranteeing or ensuring the safety of any persons when participating in the activities or using the facilities of the community with or without supervision.

#### 29. Swimming Pool and Spa / Hot Tub

In the event your community has a pool and/or hot tub for the enjoyment of all residents, the following policies apply.

- a) We do not provide, at any time, safety or supervisory personnel at the pools, hot tubs, spas, or any other common area. **LIFEGUARDS ARE NOT PROVIDED.**
- b) **SWIM AT YOUR OWN RISK.** For your safety, do not swim alone.
- c) **NO DIVING. DIVING MAY RESULT IN INJURY OR DEATH.**
- d) Neither owner nor management can assure, guarantee or warrant your safety.
- e) With the exception of service animals, no pets are allowed.
- f) For the safety of all, no glass of any kind is allowed.
- g) Profanity, reckless activity, disruptive behavior or excessive noise will be immediate grounds for dismissal and/or permanent ban from the pool/hot tub areas.
- h) **In case of Emergency, dial 911.**
- i) Management is not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- j) No jumping into the pool from balconies, patios, fountains, or other structures near the pool.
- k) Anyone with a communicable disease capable of infecting others is prohibited from swimming in the pool/hot tub.
- l) Keep gates closed at all times.
- m) Respect others by keeping noise to a minimum, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas and disposing of trash properly.
- n) **Consult Your Doctor Prior to Use:** If you are pregnant, do not use the hot tub without medical consultation. If you suffer from heart disease, diabetes, high or low blood pressure, seizures, circulatory problems, or other health problems, do not enter the hot tub without prior medical consultation from your doctor.
- o) Overexposure to hot water may cause dizziness, nausea, and fainting. Hot water exposure limitations vary from person to person.
- p) Check the hot tub temperature before entering the hot tub. Do not use the hot tub if the temperature is above 104 degrees Fahrenheit. Do not operate the hot tub if the suction outlet cover is missing, broken, or loose.
- q) Do not place electrical appliances (telephone, radio, TV, etc.) within five feet of the pool or hot tub.
- r) **Pool parties are prohibited** without prior written consent by management. We are unable to provide reservations for any pool/hot tub area and we are unable to allow any type of group gathering in the pool area.
- s) **Attire:** Appropriate swimwear is required at all times as determined by management. No t-backs, g-string/thong suits, cutoffs, see-through material, diapers, indecent exposure, or any attire deemed inappropriate by management is allowed.
- t) **Hours:** Unless otherwise posted, pool/hot tub areas are open from 10:00 am to 10:00 pm daily. Anyone in a pool/hot tub area after closing will be required to leave immediately.
- u) **Guests:** Residents are limited to 2 guests per apartment home to any pool/hot tub area, and resident must accompany guests.

#### 30. Sports Courts (Tennis, Volleyball, Basketball, etc.)

In the event your community has sports courts (tennis, volleyball, basketball, etc.) for the enjoyment of all residents, the following policies apply.

- a) **In case of emergency, dial 911.**
- b) Attendants are not provided. Use the sports courts at your own risk.
- c) Neither owner nor management are responsible for accidents, injuries or lost, stolen, damaged or misplaced items.
- d) Motorcycles, bicycles, tricycles, roller blades, skateboards and skates are not permitted on the court surface.
- e) Do not sit or lean on the net. Do not hang from or climb on the goal or nets. Do not damage equipment or facility.
- f) No glass containers and no food is allowed.
- g) Proper athletic shoes with rubber soles are required.
- h) Loud music, dangerous conduct and fighting are prohibited.

- i) **Hours:** Unless otherwise posted, these facilities are available for your use from 10:00 am to 10:00 pm daily.
- j) **Guests:** Residents are limited to 2 guests per apartment home to any common area, and resident must accompany each guest.

### 31. Club Room / Game Room / Theater

In the event a club room, game room, or theater (s) is provided for the enjoyment of all residents, the following policies apply.

- a) **In case of emergency, dial 911.**
- b) No alcoholic beverages or smoking allowed. No glass containers.
- c) No wet clothing permitted.
- d) Clubroom hours are determined by management and may be posted outside the main entrance to the Clubroom.
- e) Resident must provide government issued photo ID in order to check out billiard or other equipment from management. All items must be returned, in good condition, at closing.
- f) Use the facility at your own risk. Use the equipment only in the manner intended by manufacturer.
- g) Handle equipment with care. Do not remove or damage equipment and supplies.
- h) Guests must be accompanied by resident. No more than two guests per resident.
- i) No running, fighting, dangerous conduct, or noise which disturbs others.
- j) Do not leave personal items in this area. Management is not responsible for any lost, stolen, or damaged items.

### 32. Tanning Bed, Tanning Dome, or Spray Tan Booth

In the event a tanning device (s) is provided for the enjoyment of all residents, the following policies apply:

- a) **Addendum:** The Tanning Addendum must be signed prior to initial use.
- b) **Use at your own risk.** You assume all risk, including risks of injury or disease, relating to your use of the tanning facility
- c) **Consult Your Doctor Prior to Use:** Consult your doctor prior to use. Overexposure to ultraviolet light may cause burns. Repeated exposure may result in premature aging of the skin and skin cancer. Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to foods, cosmetics, and medications.
- d) **People Taking Prescriptions:** Any person taking a prescription or over-the-counter drug should consult a physician before using a tanning device.
- e) **Pregnant Women:** Pregnant women should consult their physician before using a tanning device.
- f) **People Who Burn Easily:** People with skin that burns easily and people with a family or past medical history of skin cancer should avoid a tanning device.
- g) **Clean the Device After You Tan:** If instructed by management, you must clean the tanning bed or the floor of the tanning dome with the solution provided after you tan.
- h) **Residents Only:** For resident use only.
- i) You must be at least 18 years of age to use the tanning device. All users sixteen or seventeen years of age using the device for the first time must provide a written informed consent statement signed and dated by the user's parent or legal guardian stating that the parent or legal guardian has read and understood the warnings given by the tanning facility, consents to the minor's use of a tanning device, and agrees that the minor will use protective eyewear.
- j) **Tanning Appointments:** Tanning appointments are regulated by management. Cancellations of appointments must be made 2 hours in advance to the appointment. If you miss your appointment or do not cancel 2 hours in advance, your tanning privileges may be revoked and fines may be charged.
- k) **One Appointment Per 24-Hour Period:** You are only allowed to tan one time during a 24-hour period.
- l) **Use Equipment in Manner Intended:** Use the equipment only in the manner intended by the manufacturer. Please handle it with care. Do not damage equipment.
- m) Do not leave personal items in this facility. Neither owner nor management are responsible for any lost, stolen, or damaged items.
- n) **Warning Signs, Laws, and Eye Protection:** You agree to abide by all warning signs and laws regulating a tanning facility, including the use of eye protection.
- o) In case of emergency, call 911.

- g) Immediately report any needed repairs of facility equipment, doors, windows or lighting to management. Do not attempt to make repairs to the fitness equipment.
- h) **In case of emergency, dial 911.**
- i) Neither owner nor management are responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- j) Pets are not allowed.
- k) Please use headphones when listening to music.
- l) Follow manufacturer's directions for proper use of equipment. Do not damage equipment.
- m) Do not use, adjust or operate fitness equipment beyond your physical limitations.
- n) Please report vandalism and unauthorized users.
- o) Do not remove fitness equipment from the fitness room.
- p) Do not leave personal items in the fitness room.
- q) Respect others by keeping noise to a minimum and by disposing of trash properly.
- r) Please wipe down the fitness equipment with a clean towel once you are done.
- s) No smoking or alcoholic beverages are allowed in the fitness area.
- t) Fitness facility hours are community specific and will be posted. Contact management for details.
- u) Resident agrees to the fullest extent allowed by law that resident releases and holds harmless management from any and all claims, damages or expenses related to the use of amenities, fitness center, fitness center equipment or fitness classes even if caused or contributed by management's negligence.

#### 33.2 Guests:

- a) No more than two (2) guests per resident are allowed.
- b) Guests may not bring guests.
- c) Guests must adhere to all policies and procedures.
- d) Resident must accompany guests at all times.

#### 33.3 Attire:

- a) Proper athletic shoes with rubber soles must be worn (no sandals, bare feet, etc.)
- b) Proper apparel is required at all times including shirts or tank tops (jog tops are acceptable, however, no street clothes, jeans, cutoff shorts or cutoff shirts are allowed.)
- c) No bathing suits, swim attire, or wet clothing is allowed.

### 34. Equipment Checkout

In the event your community has equipment checkout for the enjoyment of all residents, the following policies apply.

#### 34.1 Policies:

- a) Equipment available to checkout by resident may include but is not limited to water volleyballs, sand volleyballs, bicycles, canoes, kayaks, roller blades, pool table equipment, tennis/racquetball rackets, and basketballs.
- b) Equipment must be used in the manner in which the manufacturer intended.
- c) Damages to any equipment must be paid within ten (10) business days of receipt for cost of damage.
- d) In case of emergency, call 911.

#### 34.2 Resident Acknowledgements: Resident(s), occupant(s), guest(s), and invitee(s) acknowledge that he/she:

- a) Understands the risk inherent in using such equipment.
- b) Has inspected all equipment and found it to be in satisfactory condition.
- c) Is in satisfactory health and know his/her own physical limitations.
- d) Is using the equipment at his/her risk and assumes all responsibility for its use.
- e) Will be liable for reimbursement for any damage to the checked out equipment or to other property damage caused by using said equipment and understand that owner may assess the cost of damages to the rental account or deduct it from the deposit if allowed by law.
- F) **AGREES TO THE FULLEST EXTENT ALLOWED BY LAW THAT RESIDENT RELEASES AND HOLDS HARMLESS OWNER AND MANAGEMENT FROM ANY AND ALL CLAIMS, DAMAGES OR EXPENSES RELATED TO THE USE OF THE BORROWED EQUIPMENT, AMENITIES, FITNESS CENTER OR FITNESS CLASSES EVEN IF CAUSED OR CONTRIBUTED BY NEGLIGENCE OF OWNER OR MANAGEMENT.**

### 35. Video / DVD Library

In the event your community provides a video/DVD library, the following policies apply.

- a) You acknowledge and agree to be fully responsible for any and all videos/DVDs borrowed by self or other occupants while using the video services provided.
- b) All videos/DVDs must be returned in good working condition (except reasonable wear and tear) within 48 hours.
- c) Neither owner nor management are responsible for persons borrowing videos/DVD's that may not be suitable for their age.
- d) A daily late fee specified by your community will be assessed for each day the video/DVD is not returned.

- e) Owner may charge your account the total amount owed including late charges and/or market value of all items not returned in good working condition.

### 36. Business / Computer Center

In the event your community has a business center for the enjoyment of all residents, the following policies apply:

- a) For resident use only.
- b) Use at your own risk. Neither owner nor management are responsible for viewings, viruses or loss of information.
- c) In case of emergency, call 911.
- d) Please be considerate of others. Limit computer use to 30 minutes when others are waiting.
- e) Documents are to be saved on Resident's own CD or jump drive and not on the hard drive. Documents saved on the hard drive will be deleted.
- f) In the event copy and local fax services are available for residents, there may be a minimum charge. Long distance fax service may be available for an additional charge. *We cannot be responsible for incoming faxes. This includes confidential or sensitive information.*
- g) Handle the equipment with care. Use equipment in the manner in which the manufacturer intended.
- h) Do not damage the equipment. Resident will be held responsible for any damage to equipment beyond ordinary wear and tear during resident's and occupant's time of use.
- i) No food, drink or smoking allowed in computer center.
- j) Do not remove equipment. In the event this area is electronically monitored, any attempt to remove the equipment will engage the alarm system.
- k) Screen savers are not to be tampered with at any time.
- l) No obscene information or material is allowed on the computers at any time or for any reason.
- m) Resident must provide resident's own paper for printing purposes.
- n) Changing from one computer to another could spread a virus. Neither owner nor management are responsible for any virus infections.
- o) Neither owner nor management are responsible for lost, stolen or damaged items.
- p) Business center hours are community specific and will be posted. Contact management for details.
- q) Violation of any or all of the above stated rules may result in termination of business center use or other action.

### 37. Playground

In the event a playground (s) is provided for the enjoyment of all residents, the following policies apply:

- a) In case of emergency, dial 911.
- b) Attendants are not provided. Use the playground at your own risk.
- c) Neither owner nor management are responsible for accidents, injuries or lost, stolen, damaged or misplaced items.
- d) All persons must comply with posted playground hours.
- e) Motorcycles, bicycles, skateboards and skates are not permitted on the playground.
- f) No glass containers. No food or drink is allowed.
- g) Use equipment only in the manner designed or intended by the manufacturer.
- h) Do not use if wet.
- i) Beware of hot surfaces.
- j) Proper athletic shoes with rubber soles must be worn. No bare feet.

### 38. Private Party Facility / Clubroom Rental

In the event your community provides a private party facility or club room rental, the following policies apply.

- a) **Rental Agreement:** A Clubroom Rental Agreement must be signed prior to the event. Contact management for details regarding rates, availability, etc. Rates are subject to change at any time.
- b) **Deposit or Fee:** A deposit or fee may be collected prior to the event and may be returned after event date has passed and inspection of the facility/clubroom has been completed.
- c) **Event Insurance:** Event Insurance is insurance for a one-time event. This may be required in order to use or rent the clubroom or private party facility. See management for details.
- d) **Maximum People:** The Clubroom accommodates a maximum number of people. Resident shall contact management for additional information to make sure any event does not exceed the maximum occupancy limits.
- e) **Equipment:** The room may include a stereo system or other equipment. See your specific community for details on operating the equipment.
- f) **Holidays or Specific Days:** Specific days and/or holidays, as determined by owner, may require a higher fee.
- g) **No Private Signage:** No private signage of any kind is allowed on common areas or street areas.
- h) **Rented to Residents Only:** Party facilities may not be leased to non-residents. Booking an event for an acquaintance requires your personal attendance at the entire event as well as full liability for any damages, overtime charges or conduct issues.
- i) **Parking:** Parking is limited to the area in front of the clubhouse.
- j) **Damages:** The resident agrees that any damages to the clubroom, contents, or its facilities will be the resident's

- responsibility and that the resident will pay for replacement or repair costs. If repair or replacement exceeds the deposit, the resident agrees to pay the excess within 24 hours of notification.
- k) **Policies:** The resident, occupants, guests and invitees must comply with the rules and regulations. The resident agrees that the conduct of him/her and occupants, guests and invitees shall not be disorderly, boisterous, or unlawful and shall not disturb the rights and comforts or conveniences of other residents.
- l) **No Smoking:** This is a non-smoking building. Smoking is only permitted outside.
- m) **Furniture:** Do not move furniture without prior permission. In addition, stereos are not permitted outside the clubroom.
- n) **Noise:** If noise from a resident's party prompts a complaint where patrol service is called out to the community, the clubroom deposit shall be automatically forfeited and the party will be shut down immediately.
- o) **Management Items:** Items belonging to management left in the cabinets or refrigerator are not to be disturbed or used by the resident, occupants guests or invitees.
- p) **Patrol:** Owner reserves the right to patrol the party at any time to observe compliance of the above policies.
- q) **Original Condition:** The facility must be returned in its original condition and cleaned or the deposit will not be returned. This includes removing all trash, cleaning floors, counters, appliances, fireplaces, etc.

### 39. Barbecue Grill / Outdoor Kitchen / Fire Pit / Fire Place

In the event your community has BBQ grills, Outdoor Kitchens, Fire Pits, or Fire Places for the enjoyment of all residents, the following policies apply.

- a) Use of facilities is at your own risk.
- b) Barbecue Grill instructions may be posted at each location or attainable from management. Please contact management before attempting to use these grills.
- c) Please comply with all safety precautions. For the safety of all, no glass of any kind is allowed in the pool area.
- d) Keep pets and young children away from open flames.
- e) Your community may require a deposit or fee to use the facility. Contact management for further details.
- f) Use the equipment only in the manner intended by the manufacturer. Handle equipment with care. Do not remove or damage equipment and supplies.
- g) We are unable to provide reservations, nor allow any type of group gathering in a gated area.
- h) In the event your community grill uses a propane tank, it cannot be stored in your apartment home, garage, storage unit, or patio/balcony. When transporting propane tanks, keep the container in a secure, upright position. Never keep a filled container in a hot car or car trunk. Heat will cause the gas pressure to increase, which may open the relief valve and allow gas to escape.
- i) You will be responsible for the entire amount of all damages beyond ordinary wear and tear caused by your use of the facility, including all cleaning and repair costs.
- j) No fighting, dangerous conduct, or noise which disturbs others.
- k) Do not leave personal items in this area. Neither owner nor management are responsible for any lost, stolen, or damaged items.
- l) Never leave a fire unattended. Do not leave until the fire is completely out.
- m) Keep flammable materials away from the fire, including potholders, oven mitts, wooden utensils, paper or plastic bags, food packaging, towels, etc. Roll up any loose-fitting or long sleeves.
- n) Clean the facility after use.
- o) If a fire on a grill seems out of control, turn off the burners.
- p) If a fire on a grill involves a propane tank and you can safely reach the tank valve, shut the tank valve off.
- q) In the case of an emergency, call 911.
- r) **Hours:** Unless otherwise posted, these facilities are available for your use between the hours of 10:00 a.m. and 10:00 p.m.
- s) **Guests:** Residents are limited to 2 guests per apartment home to any common area, and resident must accompany each guest.

### 40. Sauna

In the event your community has a sauna for the enjoyment of all residents, the following policies apply.

- a) We do not provide, at any time, safety or supervisory personnel.
- b) Use at your own risk.
- c) Neither owner nor management can assure, guarantee or warrant your safety. Management is not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- d) **Prohibited Items:** No electronic equipment, no glass, no smoking, no eating, no metal jewelry, remove glasses or contact lenses.
- e) **In case of Emergency, dial 911.**
- f) Keep the door closed.
- g) **Consult Your Doctor Prior To Use:** If you are pregnant or taking medication, do not use the sauna without medical consultation. If you suffer from heart disease, diabetes, high or low blood pressure, seizures, circulatory problems, or other health problems, do not enter the sauna without prior medical consultation from your doctor.

- h) Leave immediately if you experience dizziness, nausea, headache, or fainting. Exposure limitations vary from person to person. Be careful not to overheat.
- i) Do not consume alcohol prior to or after use.
- j) **Attire:** Appropriate apparel is required at all times as determined by management.
- k) **Hours:** Unless otherwise posted, hours are from 10:00 am to 10:00 pm daily.
- l) **Guests:** Residents are limited to 2 guests per apartment home and resident must accompany guests.
- m) Use only as manufacturer intended. Follow any posted instructions
- n) Stay well hydrated. Cool down gradually after you leave.

#### 41. Car Cleaning Facility / Car Wash

In the event your community has a car cleaning facility for the enjoyment of all residents, the following policies apply.

- a) Use at your own risk.
- b) For resident use only in designated areas.
- c) Use only as manufacturer intended. Follow any posted instructions.
- d) In the event your community's facility has cleaning solutions, do not use if you have a sensitivity to chemicals that may be present in cleaning solutions.
- e) The vehicle must be fully stopped and parked. No running vehicles.
- f) Take precautions to prevent slipping due to wet surface areas. Do not use a ladder or step stool.
- g) In the event your community has a power wash spray nozzle, keep both hands on it while operating it. Do not point or spray anyone with it.
- h) Do not attempt to hand wash or dry broken headlights, taillights, glass or body damaged areas with sharp pointed edges.
- i) Wash your hands with soap and water after use.
- j) Do not vacuum sharp objects as it may cause damage. Do not vacuum personal belongings as items may not be retrieved. Dispose of all trash in the appropriate receptacle.
- k) We do not provide, at any time, safety or supervisory personnel. Neither owner nor management can assure, guarantee or warrant your safety. Management is not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- l) Resident will be held responsible for any damage to equipment during use. Please report to management the misuse, damage, or malfunctioning of equipment.
- m) **Prohibited Items:** No electronic equipment, no glass, no smoking, no eating.
- n) **In case of Emergency, dial 911.**
- o) **Hours:** Unless otherwise posted, hours are from 10:00 am to 10:00 pm daily.

#### 42. Laundry Room

In the event your community has laundry rooms, the following policies apply.

- a) Use machines as intended by the manufacturer.
- b) Do not over load the machines.
- c) Check water temperature desired. Check dryer heat desired. Clothes washed in water that is too hot or over dried in the dryer may shrink, melt, or change color.
- d) No dyeing of clothes is permitted.
- e) Do not wash or dry rugs, comforters, bedspreads or quilts in the machines.
- f) Remove lint from dryer and wipe down after use. Please leave machines clean.
- g) If you spill something, you agree to clean it up.
- h) Dispose of detergent containers properly. Trash cans are not for personal use.
- i) Remove clothes and dryer sheets in a timely manner.
- j) Measure your soap and use as directed. Using too much detergent can cause the machines to malfunction.
- k) Facilities are for use by residents only.
- l) Any loss or damage to clothing is not the responsibility of management.
- m) Use of facilities is at your own risk.
- n) In case of emergency, call 911.

#### 43. Shuttle

**43.1 Policies:** In the event your community has a shuttle for the enjoyment of all residents, the following policies apply. Resident hereby represents the resident:

- a) assumes all risks and responsibilities with respect to any loss, claim, damage or injury to person or property relating to or arising out of resident's riding on or use of the shuttle;
- b) will wear seatbelts at all times while the shuttle is in motion;
- c) will comply with all rules of the community with respect to riding on, or the use of, the shuttle;
- d) will not engage in horseplay or disruptive, loud or obnoxious behavior while on the shuttle;
- e) if the shuttle is not full, resident will sit in seats that are in front of the rear axle of the shuttle; and
- f) will not have food or drinks (other than bottled water) on the shuttle.

**43.2 Maximum Passengers:** Resident understands that, unless otherwise designated by management, the maximum amount of people that can ride on the shuttle is 15 passengers and that, even though

resident stands in line for a shuttle and signs the release, resident may be denied access to the shuttle.

**43.3 Resident Responsibilities:** Resident further represents that at all times, resident will supervise and maintain custody and control over any minors riding with resident on the shuttle. Residents are responsible for making sure that their guest(s) will only ride the shuttle in the event there are available seats that will not be taken by other residents.

**43.4 Release:** Resident, on resident's own behalf and on behalf of all occupants and guests of resident that may also ride the shuttle, hereby releases, discharges and forgives owner and management from any and all liability, responsibility, injuries, claims damages, or causes of action of any nature whatsoever, whether in contract, in tort or by statute, resident has or may have or might sustain arising out of, relating to or connected with riding on the shuttle or transporting resident to any events, activities, classes or any other destinations.

#### 44. Dog Park / Pet Cleaning Station

In the event your community has a Dog Park or Pet Cleaning Station for the enjoyment of all residents, the following policies apply.

- a) Unless otherwise posted, the hours are from dawn to dusk.
- b) Use at your own risk.
- c) In case of emergency, call 911.
- d) Pet owners are responsible for damage or injury inflicted to or by their dog(s). This means pet owners are legally and financially responsible for their dog's behavior.
- e) Pet owners must remain with dogs in fenced area at all times.
- f) Limit of 2 dogs per person per visit.
- g) Pet owners are responsible for making sure dogs are healthy, properly licensed, fully vaccinated with rabies tags displayed on each dog's collar, and de-wormed.
- h) Dogs must be leashed when entering and exiting the park and must be leashed in the transition corridor, if applicable. Pet owners must have a visible leash for each dog at all times.
- i) Pet owners must clean up their dog's fecal matter and properly dispose of it in a trash receptacle.
- j) Pet owners must be in verbal/sight control of their dogs at all times and prevent aggressive behavior, biting, fighting, and aggressive barking.
- k) Animals with a known history of dangerous or aggressive behavior are prohibited. Immediately leash your dog(s) and leave the Dog Park if your dog behaves aggressively.
- l) Puppies under 4 months of age and female dogs in heat are not allowed in the Dog Park.
- m) Pet owners must fill holes their dog(s) dig.
- n) No smoking, glass containers, or food (dog/animal) is allowed in the Dog Park.
- o) Use the Pet Cleaning Station in the manner intended by the manufacturer. Follow posted instructions for use.

#### 45. Hiking / Jogging Trails

In the event your community has a hiking or jogging trail for the enjoyment of all residents, the following policies apply.

**45.1 Resident Acknowledgements:** Resident(s), occupant(s), guest(s), and invitee(s) understand and acknowledge that he/she:

- a) Acknowledges that use of the trail is a potentially hazardous activity and involves inherent risk and danger or injury, including but not limited to sprains, strains, fractures, contusions, lacerations, pet and animal stings, scratches or bites, dog bites and/or scratches, abnormal blood pressure, heart disorders, fainting, shortness of breath, heatstroke, chest pains, and even death.
- b) Has inspected it and found it to be in satisfactory condition.
- c) Is in satisfactory health and knows his/her own physical limitations.
- d) Is using the trail at his/her risk and assume all responsibility for its use.
- e) AGREES TO THE FULLEST EXTENT ALLOWED BY LAW THAT RESIDENT RELEASES AND HOLDS HARMLESS OWNER AND MANAGEMENT FROM ANY AND ALL CLAIMS, DAMAGES OR EXPENSES RELATED TO THE USE OF THE TRAIL EVEN IF CAUSED OR CONTRIBUTED BY NEGLIGENCE OF OWNER OR MANAGEMENT.

#### 45.2 Before You Go Hiking / Jogging:

- a) Make sure you are well-informed about the trail you will take, the hiking terrain conditions as well as weather conditions. Check with local authorities for last minute updates and firsthand information.
- b) Make sure you are well-equipped for your intended hike and terrain/weather conditions. Take enough food and drinks for your intended hike.
- c) Inform people of your itinerary and your expected time of return. If possible, call those who are not joining you at regular intervals so they know where you are.
- d) Avoid hiking alone. Hike in a group consisting of at least two fellow hikers. In case of an accident, one person will then be able to stay with the injured while the other goes for help.

#### 45.3 While Hiking / Jogging:

- a) Use at Your Own Risk.
- b) In case of emergency, call 911.

- c) Do not litter. Take all your waste with you. Be careful not to disturb the natural surroundings. All you should leave are your footsteps.
- d) If you notice any damage or vandalism to the trail or trail signs, make sure to note down the exact location and notify management.
- e) Be courteous to others. Do not disturb the environment by shouting or playing loud music.
- f) Unless otherwise posted, fishing and hunting is not allowed. Make sure you know the local regulations regarding fishing and hunting, if applicable.
- g) If you plan to take your dog along for your hikes, then make sure to check local regulations and keep your dog on a leash at all times.
- h) Stay on the trail. Share the trail with other people using the trail. Stay to the right on wider paths. Pass on the left.

#### 46. Roof Top Deck

In the event your community has a roof top deck for the enjoyment of all residents, the following policies apply.

- a) Unless otherwise posted, the hours are from dawn to dusk.
- b) Use at your own risk.
- c) In case of emergency, call 911.
- d) Neither owner nor management are responsible for accidents, injuries or lost, stolen, damaged or misplaced items.
- e) **Prohibited Items:** The following items are not allowed: glass containers, BBQ grills, fireworks. Unless otherwise posted, pets are not allowed.
- f) Residents and their guests shall not walk in any areas on the roof other than the designated walkway and roof top deck itself.
- g) All garbage and waste is to be deposited in appropriate trash receptacles.
- h) Proper attire is required.
- i) In the event your community allows pets on the roof top deck, they must be on a leash at all times and under the control of the resident. Residents are responsible for cleaning up after pets.
- j) Nothing shall be thrown or intentionally dropped over the edge of the roof. The resident, upon the first infraction of this policy, may incur a fine, revoked privileges, and/or residency terminated.
- k) **Guests:** Residents are limited to 2 guests per apartment home to any common area, and resident must accompany each guest.

#### 47. Garden

In the event your community has a garden for the enjoyment of all residents, the following policies apply.

- a) Unless otherwise posted, the hours are from dawn to dusk.
- b) Use at your own risk. In case of emergency, call 911.
- c) Resident agrees to plant the garden plot within two weeks of being assigned a designated area.
- d) Resident agrees to maintain the designated plot and to keep plants within the assigned/designated area.
- e) Owner encourages an organic gardening program. Use of pesticides, herbicides, and insecticides made from synthetic materials as well as use of chemical fertilizers are not advisable. Slug bait is permitted only when used in enclosed containers, which must be removed from the site after use. Use of raw human and/or animal waste is not allowed due to environmental and health concerns. Fully composted manures, such as steer and chicken manure, are allowed.
- f) No illegal plants may be grown, including any plant listed by the state agencies and weed control board as noxious weeds.
- g) Do not allow plants to exceed a height of three feet.
- h) Only water your assigned garden plot.
- i) Maintain healthy plants and remove dead plants in a timely manner (not to exceed one week duration).
- j) Materials other than plants are prohibited, except items that assist in growth.
- k) All tools provided by management must remain in designated areas. Owner is not responsible for injuries due to the use of the owner's tools. Any additional tools needed by residents are the responsibility of the resident.
- l) Debris after planting, any remaining soil, fertilizer, etc. must be swept immediately.
- m) Garden plots will expire with your lease, and can be renewed at the time of lease renewal. If the resident decides not to renew usage, the plot must be cleaned out and left in the original condition.
- n) Owner is not responsible for lost, stolen, or damaged plants or other items.
- o) Please be respectful of the neighbors who live around the gardens. No smoking, noise disturbances, or horseplay is allowed.
- p) Animals are not allowed in the garden plot areas, except service animals. Animals must be leashed outside the garden plots.
- q) In the event your community charges a fee for garden plots, see your management for details.

#### 48. Photographs, Digital Images, Video

Resident agrees to allow owner, management and their respective subsidiaries, media contacts, associated press, and vendors the right to record the image and/or voice of the resident, and grants owner and management all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever unless prohibited by law. You hereby release owner,

management and their respective subsidiaries, media contacts, associated press and vendors all rights to exhibit this work in all media including and not limited to electronic form publicly or privately. You waive any rights, claims or interest you may have to control the use of your or your occupants', guests' or invitees' identity or likeness in the sound, still or moving images and agree that any uses described herein may be made without compensation or consideration to you, your occupants, guests or invitees.

#### 49. Wildlife

**49.1 Definition of Wildlife:** Wildlife can include the presence of alligators, crocodiles, snakes, raccoons, or other animals. In the event wildlife is found on the community, resident agrees to the following.

- 49.2 Resident Acknowledgements:** Resident acknowledges that:
- a) Wildlife has been seen in and around the community.
  - b) There are certain risks associated with having wildlife in and around the community.
  - c) Resident assumes the risk with respect to having wildlife near to resident's apartment home and acknowledges that neither owner nor management are liable for any injuries, damages or losses to persons or property caused by or related to the wildlife by resident, occupants, guests or invitees.

- 49.3 Resident Responsibilities:** Resident represents that resident:
- e) will not feed the wildlife;
  - f) will not get close to the wildlife;
  - g) will not swim or wade where the wildlife are;
  - h) will not allow pets or children to swim or play near waters or areas that may contain wildlife;
  - i) will not agitate or tease the wildlife;
  - j) will not try to catch the wildlife;
  - k) will not approach the wildlife's nest or habitat;
  - l) will maintain a safe distance from the wildlife;
  - m) will not dispose of garbage or scraps near a water source, pond, lake, or other area that may contain wildlife; and
  - n) will be responsible for informing occupants, guests and invitees about the wildlife and enforcing their compliance with the above statements.

#### 50. Body of Water (Lake, pond, etc.)

**50.1 Resident Acknowledgements:** In the event your community has a body of water, resident acknowledges that:

- a) One or more bodies of water are located in the community.
- b) There are certain risks associated with bodies of water in the community.
- c) Resident assumes the risk with respect to having a body of water near to resident's apartment home and acknowledges that neither owner nor management are liable for any injuries, damages or losses to persons or property caused by or related to the body of water by resident, occupants, guests or invitees.

- 50.2 Resident Responsibilities:** Resident represents that resident:
- a) will not swim or wade in any body of water that is not designated as a swimming pool;
  - b) will not boat on any body of water;
  - c) will not ice skate or conduct any other type of water sport in or on the bodies of water;
  - d) will not allow pets or children to swim or play near the bodies of water;
  - e) will maintain a safe distance from the bodies of water as they may hide jagged rocks, broken glass, wildlife, or trash;
  - f) will not walk near the bodies of water as weeds and grass can entangle legs/arms and may hide natural dangers such as snakes or alligators;
  - g) will not dispose of garbage in or near a body of water; and
  - h) will be responsible for informing occupants, guests and invitees about the bodies of water and enforcing their compliance with the above statements.

#### 51. Elevators

In the event your community has an elevator (s) for the enjoyment of all residents, the following policies apply.

- a) Use the elevator at your own risk.
- b) Use equipment only in the manner intended by the manufacturer.
- c) Immediately report any needed repairs to management. Do not attempt to make repairs to the elevator.
- d) **In case of emergency, call 911.**
- e) Do not leave personal items in the elevator. Neither owner nor management are responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- f) Do not damage the elevator. Please report vandalism.
- g) Do not attempt to maneuver or stop closing doors. Wait for the next elevator car.
- h) In the event of a fire or other situation that could lead to a disruption in electrical services, take the stairs.
- i) When entering and exiting the elevator, watch your step as the elevator car may not be perfectly level with the floor.
- j) Stand clear of the doors. Keep clothes and carry-ons away from the opening. Enforce compliance of these policies with pets.
- k) If available, hold the handrail.
- l) Do not push people in front of you when entering or exiting the elevator.
- m) Do not climb out of a stalled elevator. Use the alarm, help, or telephone button to call for assistance.

- n) You are responsible for informing occupants, guests and invitees about these policies and enforcing their compliance with the above statements.

## 52. Construction or Renovation

In the event your community is under construction or renovation, the following policies apply:

- a) **Inform Occupants and Guests:** Resident will be responsible for informing occupants, guests, and invitees about these policies.
- b) **Stay Away From Construction Areas:** Resident agrees to observe all warning signs and blockades. Resident agrees to stay away from the construction areas and shall not climb on or enter onto scaffolding or other construction equipment at any time. Resident acknowledges there may be construction debris, trip hazards, and uneven surfaces. Construction crews may work throughout the days to complete construction.
- c) **Machinery and Equipment:** Resident acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by resident, occupants, guests or invitees is strictly prohibited.
- d) **Minor Disturbances:** Resident acknowledges that the construction/renovation may cause noise, dust, and minor disturbances to the egress/ingress on or about the community and minor disturbances to the quiet and enjoyment of the apartment home by the resident.
- e) **Amenities May Be Unavailable:** Resident further agrees that the amenities, including the clubhouse, pool, or other common areas, may be unavailable for use by resident, occupants, guests and invitees during the period of construction.
- f) **Resident Waives Right to Withhold Rent:** The resident hereby waives any right to withhold rent due to inconvenience or disturbance of quiet enjoyment of resident's apartment home or the inability to use the amenities or common areas or put forward such noise or construction activity as a breach of management's duty pursuant to applicable law.
- g) **Move-In Date Not Guaranteed Due to Construction Delays:** The resident acknowledges that the move-in date cannot be guaranteed in the case of unforeseen construction delays. Resident acknowledges that resident will not be compensated for any unforeseen occupancy delays. If the resident terminates the Lease Contract early for any reason other than construction delays, the resident will be responsible for all applicable early termination charges and procedures.

## 53. Prevention of Mold

**53.1 Mold Is Found Everywhere:** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

**53.2 Conflicting Scientific Evidence:** Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

**53.3 Prevent Excessive Moisture Buildup:** 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. Prolonged moisture can result from a wide variety of sources, such as:

- a) Rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;
- b) Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dishwashers, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- c) Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs, or sinks;
- d) Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- e) Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- f) Insufficient dryer of carpets, carpet pads, shower walls and bathroom floors.

**53.4 Resident Responsibilities:** It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- a) **Proper ventilation** is essential. If it is not possible to open windows, run the fan on the apartment home air-handling unit to circulate fresh air throughout your apartment home.
- b) **Keep windows and doors closed** in damp or rainy weather conditions.
- c) **Maintain a temperature of between 55° and 80° Fahrenheit** within your apartment home at all times.

- d) **Ensure appropriate or reasonable climate control, ventilation, and lighting** at all times in the unit based on the circumstances to prevent damage in the premises and to the community and to prevent mold and mildew in humid conditions and to avoid freezing pipes in cold weather.
- e) We have the right to limit or prohibit humidifiers.
- f) **Clean and dust your apartment home** on a regular basis as required by your Lease Contract. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth. Immediately throw away moldy food.
- g) **Periodically clean and dry the walls and floors** around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- h) **Wipe down and dry areas where moisture sometimes accumulates**, on a regular basis, like countertops, windows, windowsills, bathroom sinks, toilets and shower enclosures.
- i) Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
- j) **Turn on any exhaust fans in the bathroom before you start showering.** When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. After taking a shower or bath, wipe moisture off shower walls, shower doors, the bathtub and bathroom floor. Leave the bathroom door open until all moisture on the mirrors and bathroom walls and tiles surfaces has dissipated. Hang up your towels and bath mats so they will completely dry out.
- k) **Use the exhaust fans in your kitchen** when cooking or while the dishwasher is running. Allow the fan to run until all excess moisture has vented from the kitchen.
- l) **Use care when watering houseplants.** If spills occur, dry up excess water immediately.
- m) **Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use.** When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with a fan or towel.
- n) **Thoroughly dry any spills or pet urine** on all flooring, including carpet.
- o) **Do not overfill closets or storage areas.** Ventilation is important in these spaces.
- p) **Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles** for an extended period of time.
- q) **Immediately report to management any evidence of a water leak or excessive moisture** in your apartment home, storage room, garage, or any common area.
- r) **Immediately report to management any evidence of mold growth** that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- s) **Immediately report to management any failure or malfunction with your heating, ventilation or air-conditioning ducts** in your apartment home.
- t) **Immediately report to management any inoperable windows or doors.**
- u) **Immediately report to management any musty odors** that you notice in your apartment home.

## 54. Apartment Home Fire Emergency Plan

**54.1 Guidelines:** These evacuation guidelines have been developed to help residents in the evacuation of their apartment homes in the event of fire or smoke. Please read the following information carefully and ask management any questions you may have. The following suggested guidelines should be reviewed periodically by you and each resident or occupant in the household:

- a) If there is fire or smoke in your apartment home, go to the nearest exit by crawling close to the floor, where there is less smoke. Do this even if you can tolerate the smoke by standing up. Check the doorknob and entire door to see if either is hot. If both are cool to the touch, open the door slowly and look in to the hallway/walkway or stairs. If it is clear, leave your apartment home and close the door.
- b) Call the fire department or 911. Be sure to give the exact location of the fire (community name, address, building number, and floor and apartment home number.)
- c) Warn neighboring residents. Yell "Fire" and knock on neighboring doors.

**54.2 If You Are Alerted To A Fire by Smoke:** If you are alerted to a fire by smoke from the hallway or an outside alarm, follow these guidelines:

- a) Determine if it is safe to leave your apartment home. Check the doorknob and entire door to see if either is hot. If neither is hot, open the door slowly and check the hallway/walkway or stairs. If all is clear of fire and smoke, leave your apartment home and close the door behind you.
- b) Stay in the apartment home if the door or doorknob is hot or the hall/walkway or stairs are filled with smoke.
- c) Call 911 for help.
- d) Hang a sheet out of the window to signal to fire fighters that help is needed. Do not try to use the sheet to climb down the building.
- e) Do not jump from windows or balconies. Needless injuries and fatalities have been caused in emergencies when people have panicked and jumped.

- f) Stuff wet towels in the cracks around the door to keep smoke out. Use a bucket of water to splash water on the door and/or walls if they become hot. A wet towel tied around your nose and mouth will help filter smoke.
- g) Remove drapes or other combustible materials near the hot area.
- h) *Never go back into the apartment home until the fire department or management indicates it is safe to do so.*

#### 55. Fire Hazards

- a) Resident shall consider fire safety and fire safety regulations while in the apartment home and community, including while cooking, smoking, decorating (including holiday decorations), using electrical items and items which produce heat.
- b) **No flammable or combustible objects/substances are to be stored in your apartment home or on patios, balconies, under stairwells, in your garage or storage space, and should not be within 30 inches of an item which produces heat (water heater, furnace, stove, oven, candle, curling iron, etc.).**
- c) **Open Flames / Items Which Produce Heat:** Items which require an open flame to operate or which produce heat (e.g., Bunsen burners, sterno/canned heat, lighted candles, alcohol burners, heating elements, irons, curling irons, halogen bulbs, stove, oven) must be supervised by resident at all times during use and can never be left on unattended.
- d) Resident shall not obstruct or use the driveways, sidewalks, entry passages, stairs, breezeways, courtyards, or halls for any purpose other than ingress or egress.
- e) **Fire Alarms:** In the event residents are given procedures for fire alarms, resident, occupants, guests and invitees are required to adhere to all procedures. In the case of a fire alarm sounding in the community, resident, occupants, guests and invitees are required to evacuate the building. If resident sees smoke in the hallways, breezeways, or rooms, keep low to the ground while moving to the nearest exit. Once resident is out of the building, move away from the building and do not block emergency personnel and equipment. Resident may not re-enter the building until resident receives notification from the local officials or management. Failure to evacuate may result in fines and/or a default of the Lease Contract.
- f) Resident and resident's occupant(s), guest(s), and invitee(s) must not tamper with, interfere with, or damage any alarm equipment and/or installation.
- g) **False Trigger of Fire Sprinklers:** In the event the community has a fire sprinkler system, resident acknowledges and hereby agrees that it is important to be careful near fire sprinkler heads so as not to falsely trigger or activate them. If resident triggers or activates the fire sprinkler system, resident will be responsible for all damages caused by the activation.
- h) **False Alarms:** Anyone found to falsely pull a fire alarm will be subject to criminal charges, a fine, and/or a default of the Lease Contract.
- i) **Extension Cords and Multiple Plugs:** An extension cord must be UL approved, 16 gauges, and not exceed an un-spliced length of six feet with a polarized plug and a single outlet; it may not be placed under floor coverings or furnishings and may not be secured by penetrating the insulation.

#### 56. Freezing Weather Instructions

*Water pipes in your community may freeze and break unless we all follow the precautions listed in these instructions. If any pipes freeze during the winter, we may have to cut off the water to entire buildings. If there is widespread pipe breakage across the city, it could be days before we can get the pipes fixed and get hot and cold water back on in your apartment home. Resident shall follow these precautions when subfreezing weather occurs.*

- a) Leave the heat on 24 hours a day at a temperature setting of no less than 55 degrees. Keep all windows closed.
- b) Leave open the cabinet doors under the kitchen sink and bathroom sink to allow heat to get to the plumbing.
- c) Drip all your water faucets 24 hours a day. If severe subfreezing weather occurs, it may be necessary to run your faucets at a steady, pencil-lead stream when you are in the apartment home and when you are gone. This includes hot and cold water in your kitchen, bathroom lavatories, bathtubs, shower, wet bar sinks, etc.
- d) Leave all drains open and clear of obstacles; including lavatories, sinks and bathtubs.
- e) Bring potted or hanging plants inside your apartment home and protect the floors where you place them.
- f) Contact management if you will be away from your apartment home for more than 24 hours when subfreezing weather may reasonably be anticipated.
- g) If you notice a water leak, icy spot or other hazardous condition on the community, notify management IMMEDIATELY.
- h) Use extra caution when walking and/or driving on the community when freezing rain or snow is predicted or occurring. Remember that walkways, stairs, steps, sidewalks, breezeways, and parking lots can become dangerously slick with the buildup of ice. Hold on to the stair rails where available.
- i) Unless required by law, we have no duty to remove ice, sleet, or snow from the common areas.

#### 57. Flood Guidelines

*A flood can occur during heavy rains. Please read the following suggested guidelines carefully, and ask management any questions you may have. The following are suggested guidelines and should be reviewed periodically by each resident and occupant.*

##### 57.1 Before

- a) Purchase and stock supplies such as a battery-operated radio and flashlight, batteries, non-perishable food items, drinking water, extra ice, ice chest etc.
- b) Remove plants, flower boxes, patio furniture, etc. from the patio or balcony. Store these items inside your apartment home. Put plastic under the plant pots or baskets so you will not damage the carpet. Do not put tape on the windows unless directed by management to do so.
- c) Fill your car with gasoline and check the battery. Move your car to higher ground.
- d) Unplug all appliances. Do not turn on the television. Do not plug appliances back in until the water completely recedes and community personnel give you permission.
- e) Fill your bathtub(s) with water. You will need water for drinking, cooking, cleaning and bathing if the water supply is contaminated.
- f) Fill needed medical prescriptions.
- g) Wash your clothes so you will have plenty of clean clothes available. The laundry rooms may be closed during a flood and electrical power is usually disrupted.

##### 57.2 During

- a) Leave your apartment home only if it appears safe to do so, or if you have been instructed to evacuate by emergency personnel or management.
- b) Move valuable items to higher ground. If one is available, you may have time to move items to an upstairs apartment home. If not, put them up on the bed, a sturdy table, etc. Listen for emergency instructions and weather updates on a battery powered radio,
- c) Use the telephone for emergencies only.

##### 57.3 After

- a) Listen for emergency instructions on the radio. There are many safety precautions that must be followed after the flood passes.
- b) Stay in your apartment home and do not drive until you are told it is allowed.

#### 58. Automated Electronic Payments

**58.1 Check Scanner:** In the event your community uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day.

**58.2 ACH, Credit, and Debit Cards:** Automated electronic payments include ACH and Credit and Debit Card transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Card and Debit card transactions refers to credit and debit card transactions, including those cards bearing the Visa, MasterCard, Discover and American Express logos. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.

**58.3 Advantages in Paying Rent via ACH:** There are advantages for you in paying your rent via automated electronic payments, including: Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check; No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account; Greater security since there is little chance that a check signed by you will fall into the wrong hands or get lost in the mail; and Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

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

**59. Group E-Mail and Text Communication**

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

**60. Mixed Use Facility (residential, retail, commercial space)**

In the event your community is a Mixed-Use facility (retail, commercial, office, and/or residential), you understand and acknowledge that your apartment home is located and/or immediately adjacent to commercial business, including, but not limited to offices, restaurants, bars, nightclubs, retail establishments, and entertainment venues (all of the above collectively referred to as "commercial neighbors" or "neighbors"). You understand and acknowledge that such commercial neighbors may, by virtue of their respective businesses, produce noises and sounds (including but not limited to music and other forms of entertainment) and odors that may penetrate the walls and floors of your apartment home and that such noise, sounds, and odors may penetrate the walls and floors of your apartment home up to twenty-four (24) hours a day. You further understand and acknowledge that events may be held at the property from time to time that have the potential to attract a large volume of people. These events may cause noise and sounds or odors that may penetrate the walls of the apartment home. You understand and acknowledge that such events may reduce the amount of available guest parking spaces at the property; provided, however, such events will not unreasonably restrict residents' access to their individual apartment homes or parking spaces if designated specifically for the residents. Owner and management are not responsible for any interruption in the enjoyment of your apartment home or damages to your apartment home or personal belongings (smells that may permeate furniture, etc.) due to these commercial neighbors.

**61. Subletting and Replacements**

a) **When Allowed:** Replacing a resident, subletting, or assigning a resident's rights is allowed *only when we consent in writing*. Residency at your community is subject to an application and/or approval by management. Occupancy is restricted to only the named residents and occupants that are identified in your Lease Contract.

b) **Advertising Your Apartment:** Resident acknowledges and agrees that advertising your apartment(s) for rent without management's written consent is not allowed. This includes online postings such as Craigslist, Airbnb, etc.

**62. Notification**

All rules and regulations posted within the community are included by reference in this document. Immediately call 911 or the police to report an emergency, suspicious persons, strange vehicles, disturbances, or unusual activity on the community. *Neither owner nor management are liable for any injuries, and resident waives any claims or rights to sue management for any injury that may result directly or indirectly from the use of any of the facilities on the community.*

**63. Acknowledgement by Residents of Apartment Home Rules**

Residents and all occupants, guests and invitees must comply with all community policies and rules regarding use of the resident's dwelling and the common areas. These policies are added as part of the Lease Contract and, in some cases, separate rules attached to the Lease Contract or provided to the resident(s) during the lease term. Special instructions may have been given to residents regarding smoke alarms, alarm systems, access gates, and other devices or amenities.

I have carefully read the foregoing releases and I fully understand their contents. I sign these releases as my own free act. I am aware that these are releases of liability.

Resident(s) Signature(s) (18 years of age and over)

*[Signature]* Date: 2/16/17  
\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_ Date: \_\_\_\_\_

Owner's Representative Signature:

*[Signature]*  
Title: AA mgr Date: 2/16/17