

## The View on the Square - LEASE AGREEMENT

Date of Lease Agreement:

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

### MOVING IN – GENERAL INFORMATION

1. **PARTIES.** This Lease Agreement ("Lease") is between you, the resident (list all people signing this Lease): \_\_\_\_\_ ("Resident" or "you") and us, the landlord: 228 Guadalupe, LLC, a Texas limited liability company ("Landlord" or "us"). The terms "you" and "your" or "Resident" refer to Resident. The premises which are the subject of this Lease are as follows:

An undivided interest in a bedroom ("Bedroom") that is part of a unit of bedrooms ("Unit") within the floor plan \_\_\_\_\_ at The View on the Square, located at 228 S GUADALUPE ST, SAN MARCOS, TX 78666 ("Community"), together with: (i) the exclusive right to use any furniture, appliances, or personal property provided by Landlord, if any, in such Bedroom; (ii) the non-exclusive right to use, in common with other residents of the Unit, any common kitchen, balcony, patio, attached garage, storeroom, or other common areas in the Unit, if any (the "Unit Common Areas," and together with the Bedroom, the "Leased Premises"); and (iii) the non-exclusive right to use, in common with other residents of the Unit, any furniture, appliances, or personal property provided by Landlord, if any, in such Unit Common Areas. Resident shall also have the non-exclusive right to use, in common with other residents of the Community and subject to availability at the Community, swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, stairs, passageways, parking areas, meeting rooms and other areas of the Community intended for use by all residents of the Community and in which no resident has the right of exclusive possession ("Community Common Areas").

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

If anyone else has guaranteed performance of this Lease, a separate Guaranty Agreement for each guarantor is attached. Any such guarantor is referred to herein as "Guarantor."

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

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

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

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

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

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

3. **LEASE TERM.** The initial term (“Term”) of the Lease begins on 08/14/2020 (“Commencement Date”) and ends at 10AM on 07/31/2021 (“Expiration Date”).

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

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

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

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

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

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

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

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

6(a). **RENT AND CHARGES.** Rent Payment totaling \$\_\_\_\_\_ for the Term is payable in advance in 12 equal installments of \$\_\_\_\_\_ for rent, in advance and without demand or offset.

**The first installment is due on or before the first of the month in which the Lease begins. Otherwise, you must pay for your rent on or before the 1st day of each month (due date) with no grace period.** Rent is payable by check, MoneyGram, cashier's check, credit card, or via an online payment portal. You have no right to withhold rent for any purpose, even an act of God, or to reduce or offset Rent payable to us by any of your costs or damages against us. We may, at our option, require at any time that you pay all Rent and other sums by online credit payment, payment via an online payment portal, certified or cashier's check, MoneyGram, or one monthly check rather than multiple checks, but we will not accept personal checks after the **10th** of the month. Cash, international funds, or temporary checks will not be accepted. *If you don't pay all due and payable rent by the end of the **THIRD (3rd)** day of the month, you'll pay an initial late charge of \$50 plus a late charge of \$15 per day commencing on the **FOURTH (4th)** day of the month until your outstanding balance is paid in full. The initial late charge and daily late charges shall not cumulatively exceed \$200 for any single month's rent. You agree that these late charges are a reasonable estimate of uncertain damages to us related to your late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment.* If you give us a check that is unpaid by the financial institution for any reason, you must immediately replace such returned check with a MoneyGram, cashier's/certified check, credit card, or payment via an online payment portal. After two returned checks, you must make all future payments by MoneyGram, cashiers/certified check, credit card, or payment via an online payment portal. You will also pay a charge of **\$35** for each returned check or rejected automatic electronic draft, plus initial and daily late charges from due date until we receive acceptable payment. If you do not pay rent on time, you will be delinquent and all remedies under state law and this Lease will be authorized.

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

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

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

**7. UTILITIES.** Utilities will be provided as set forth and in accordance with the terms and the limitations of the attached Utility Addendum, which is attached hereto and incorporated herein by reference. All utilities may be used only for normal household purposes and must not be wasted. We will not be liable for any interruption, surge or failure of utility services (including, without limitation, internet access) to the Leased Premises or any damage directly or indirectly caused by the interruption, surge or failure. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify Landlord or Landlord's representative immediately. In the event that Resident is responsible for all or a portion of electric, water, sewer, trash or gas charges pursuant to this Lease (to either Landlord or the local utility(ies)), Landlord shall have the right to hire a third-party provider to provide utility billing services to Resident at any time during the Term of this Lease. Resident expressly agrees that Landlord is not responsible for nor liable for errors caused by a third-party provider of billing utility services. In such event, Resident expressly agrees to pay an annual fee of up to \$60 in connection with such utility billing services.

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

required to buy and maintain renter's or liability insurance (see attached addendum), or  
 are strongly recommended to maintain renter's or liability insurance throughout your lease term, or

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

**9. SECURITY DEVICES. (What We Must Provide) Texas law requires, with some exceptions, that we must provide at no cost to you when occupancy begins: (1) a window latch on each window; (2) a door viewer (peephole) on each exterior door; (3) a pin lock on each sliding door; (4) either a door handle latch or a security bar on each sliding door; (5) a keyless bolting device (deadbolt) on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed lock(s) will be re-keyed after the prior resident moves out. The re-keying will be done either before you move in or within 7 days after you move in, as required by statute.**

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

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

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

## SPECIAL PROVISIONS AND "WHAT IF" CLAUSES

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

11. **UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE.** You will be liable to us for a reletting charge of **80%** of the highest monthly installment during the Term if you:

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

**The reletting charge set forth above only applies in the event you procure a new resident without our assistance and we accept such new resident, such determination to be made in our sole and absolute discretion. In the event we procure a new resident, then the reletting charge will be the greater of: (i) our actual reletting costs so far as they can be determined, or (ii) 85% of the highest monthly installment during the Term.**

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

**NOT A RELEASE.** The reletting charge is not a Lease cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense for processing a replacement. These damages are uncertain and difficult to ascertain – particularly those relating to make ready, inconvenience, and paperwork. You agree that the reletting charge is a reasonable estimate of such damages. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge

does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

***The View on the Square IS LOCATED IN A COMMUNITY IN WHICH IT IS DIFFICULT TO RELEASE OR RELET A UNIT ONCE YOU HAVE SIGNED THIS LEASE. WE CANNOT PROVIDE ASSURANCES AND WE DO NOT REPRESENT THAT YOUR UNIT WILL BE RELET OR THAT A REPLACEMENT RESIDENT WILL BE FOUND IF YOU FAIL TO TAKE POSSESSION, IF YOU ARE CONTEMPLATING AN EARLY MOVE-OUT, OR IF THE UNIT IS VACATED FOR ANY OTHER REASON. YOU WILL REMAIN OBLIGATED UNDER THIS LEASE AND WILL NOT BE RELEASED SHOULD YOU VACATE OR FAIL TO TAKE POSSESSION SAVE AND EXCEPT AS PROVIDED FOR UNDER PARAGRAPH 22 HEREIN.***

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

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

**Removal after We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the Leased Premises and remove and/or store all property subject to lien.** Written notice of entry must be left afterwards in the Leased Premises in a conspicuous place—plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in your Bedroom is presumed to be yours unless proven otherwise.

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

**STORAGE.** We will store property removed under a contractual lien pending a sale of seized property. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the Unit. We are not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: Our lien on property is limited to charges for packing, removing, and storing.

**REDEMPTION.** If Landlord has seized and stored property under a contractual lien for rent as authorized by the Texas Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If Landlord removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the Leased Premises (at our option). We may require payment by cash, MoneyGram, certified check, or via an online payment portal.

**DISPOSITION OR SALE.** Except for animals and property removed after the death of sole resident, we may discard or donate to a charitable organization all items of personal property that are: (1) left in the Unit after surrender or abandonment; or (2) left outside more

than 1 hour after writ of possession is executed, following an eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not discarded or donated to charity may be disposed of only by sale, which must be held no sooner than **30 days** after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item.

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

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

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

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

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

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

## WHILE YOU'RE LIVING IN THE COMMUNITY

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

19. **LIMITATIONS ON CONDUCT.** The Leased Premises and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with community rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not anywhere in the Community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child-care services) in the Leased Premises or in the Community is prohibited, except that a lawful business conducted at home by computer, mail or telephone is permissible if customers, clients, patients, or other business associates do not come to the Community for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

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

20. **PROHIBITED CONDUCT.** You or your occupants or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety or convenience of others (including our agents and employees) in or near the Community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife or other weapon in the Community common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; using windows for entry or exit; heating the Leased Premises with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others. Engaging in any of these activities is a breach of this Lease.

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

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

21. **RELEASE OF RESIDENT.** Tenant may have special statutory rights under Texas law to terminate this Lease early in certain situations involving family violence (Texas Property Code Section 92.016) or a military deployment or transfer (Texas Property Code Section 92.017). Tenant may also have special statutory rights to terminate this Lease early in certain situations involving sexual offenses or stalking (Texas Property Code Section 92.0161). Any early termination for any of the above enumerated reasons must qualify circumstantially under the terms of the applicable statute and must be noticed and completed as mandated in the applicable statute.

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

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

- has a flat tire or is otherwise inoperable; or
- is on jacks, blocks or has wheel(s) missing; or
- takes up more than one parking space; or
- belongs to a resident or occupant who has surrendered or abandoned the Unit; or
- is in a handicap space without the legally required handicap insignia; or
- is in a space marked for office visitors, managers, or staff; or
- blocks another vehicle from exiting; or
- is in a fire lane or designated no parking area; or
- is in a space marked for other resident or unit(s); or
- is on the grass, sidewalk, or patio; or
- blocks garbage trucks from access to a dumpster; or
- has no current license, registration or inspection sticker, and we give you at least 10 days' notice that the vehicle will be towed if not removed.

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

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

25. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, door and window locks, and other safety or security devices. You

agree to make every effort to follow the Security Guidelines in paragraph 36. Window screens are not for security or keeping people from falling out. KEEP DOORS LOCKED AT ALL TIMES, AND DO NOT PROP OPEN GATES.

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

**SMOKE DETECTORS.** We will furnish smoke detectors as required by statute or city ordinance, and we will test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector malfunctions to us in writing. Neither you nor others may disable smoke detectors. **You must not disconnect or intentionally damage a smoke detector alarm or remove the battery without immediately replacing it with a working battery. You may be subject to damages, civil penalties, and attorney's fees under Section 92.2611 of the Texas Property Code for not complying with this notice.** You also will be liable to us and others if: (1) you fail to report malfunctions or (2) any loss, damage, or fines result from fire, smoke or water.

**CASUALTY LOSS.** Section 92.054 of the Texas Property Code governs the rights and obligations of the parties regarding any casualty loss to the Leased Premises. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Leased Premises will be the sole property of the Landlord. For the purpose of this Lease, any condemnation of all or part of the Leased Premises is a casualty loss. **LANDLORD AND LANDLORD'S AGENTS ARE NOT LIABLE TO ANY RESIDENT, GUEST, OR OCCUPANT FOR PERSONAL INJURY OR DAMAGE OR LOSS OF PERSONAL PROPERTY FROM CASUALTY LOSSES INCLUDING BUT NOT LIMITED TO FIRE, SMOKE, RAIN, FLOOD, WATER LEAKS, HAIL, ICE, SNOW, LIGHTNING, WIND, EXPLOSIONS, TERRORISM, INTERRUPTION OF UTILITIES, PIPE LEAKS, THEFT OR VANDALISM UNLESS OTHERWISE REQUIRED BY LAW.** We have no duty to remove any ice, sleet or snow, but may remove any amount with or without notice. **Unless we instruct otherwise in writing, you must, for 24 hours a day during freezing weather, (1) keep the Leased Premises heated to at least 50 degrees; (2) keep cabinet and closet doors open and (3) drip hot and cold-water faucets. Resident is liable for damage to our and others property if damage is caused by broken water pipes due to Resident violating these requirements.**

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

**CRIME OR EMERGENCY.** Dial 911 or immediately call local medical emergency, fire or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. **You will not treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we are not liable to you or any guests or occupants for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.** Even if previously provided we are not obligated to furnish security personnel, patrols, lighting, gate or fences or other forms of security unless required by statute. We are not responsible for obtaining criminal history checks on any residents, occupants, guests, or contractors in the Community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

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

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



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

## **27. MAINTENANCE, ALTERATIONS AND REPAIR.**

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

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

If you or any guest or occupant violates animal restrictions (with or without your knowledge), Resident is subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the Leased Premises at any time during the Term (with or without our express written consent), we will charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the Unit, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 29. We may remove or caused to be removed any unauthorized animal, keep or kennel the animal or deliver it to a humane society or local authority. When keeping or kenneling an animal, Landlord will not be liable for loss, harm, sickness, injury, or death of the animal Provided Landlord has used reasonable means to remove any unauthorized animal. We will return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

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

## ASSIGNMENT OR SUBLETTING

30. *Reserved.*

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

## DEFAULT

32. **DEFAULT BY RESIDENT.** You are in violation of this Lease if (each, an “Event of Default”):

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

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

- a. Collect any fine imposed by the community rules and regulations or Lease;
- b. Sue to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Leased Premises, institute an action for eviction, but not terminate the Lease or end your monetary obligation for the Leased Premises by giving you written notice providing 24 hours for you to vacate;
- d. Sue to collect all unpaid Rent and other sums which would become due until the Expiration Date of the Lease Agreement or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were supposed to pay and the rent actually paid by the new resident together with the reletting charge of **80% of the value of the highest installment payment due under this Lease**).
- e. Terminate the Lease and your right to occupy the Leased Premises and institute an action for eviction, by giving you written notice and providing 24 hours for you to leave;
- f. Report all violations to credit reporting agencies;
- g. Do any combination of a, b, c, d, e, or f; however, if the default solely relates to your failure to move in, we will return prepaid Rent and the Security Deposit if a replacement resident acceptable to us takes occupancy on the Commencement Date; however, we will retain an amount of **\$200.00** as a lease cancellation fee (such amount not to exceed **80% of the value of the highest installment**

**payment due under this Lease**). All unpaid amounts will **bear interest at 18% per year** from the date originally due through the date of payment. In the event of a default by Resident, Landlord shall be entitled to all of its legal fees, court costs, deposition fees, and expert witness fees. Where permitted to by law, Resident expressly waives any right to recover legal fees against Landlord whether such fees may be awarded pursuant to contract or statute (including Chapter 92 of the Texas Property Code and Chapters 37 and 38 of the Texas Civil Practice and Remedies Code).

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

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

## GENERAL CLAUSES

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

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

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

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

**PARENTAL OR SPONSOR'S GUARANTY.** Parental or Sponsor Guaranty acts as additional security in the event there are damages exceeding normal wear and tear, or in the event Rent is not paid. Parental or Sponsor Guaranty will remain in effect for the duration of time Resident occupies any Unit at the Community or, in the event Resident no longer occupies the property but is in default of this Lease, such guaranty will remain in effect until Resident's default is fully resolved.

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

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

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

**NOTWITHSTANDING THE FOREGOING, THE RESIDENT ACKNOWLEDGES, UNDERSTANDS AND AGREES:**

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

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

### **SECURITY GUIDELINES FOR RESIDENTS**

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

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

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us. Know your neighbors. Watching out for each other is one of the best defenses against crime. Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit. Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times. Use the keyless deadbolt in your unit when you are at home.
- Do not put your name or address on your key ring or hide extra keys in obvious places, like under a flowerpot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of this Lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts.
- Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices and smoke detector to make sure they are working properly. Smoke detector batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke detectors, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.

- When you leave home, make sure someone knows where you're going and when you plan to be back.
  - Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
  - While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
  - Know at least two exit routes from your home, if possible.
  - Don't give entry keys, codes, or gate access cards to anyone.
  - Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
  - Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night or anytime when you suspect danger.
  - Be careful of the consumption of any alcohol or any other drugs which may impair your ability to be fully aware of your surroundings.
- There are many other crime prevention tips readily available from police departments and others.

## WHEN MOVING OUT

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

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

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

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

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

Name:  
Address:

Phone Number:

You acknowledge we may require certain documentation from the above individual(s), including but not limited to: affidavit(s), court order(s), proof of the Emergency Situation, and/or indemnification agreements as well as proof of identification of the above individual(s). In the event we erroneously permit access to the above individual(s) when there was no Emergency Situation, **YOU AGREE TO RELEASE US FROM ANY AND ALL LIABILITY FOR PERMITTING ACCESS BY ONE OF THE ABOVE INDIVIDUALS, INCLUDING FOR OUR OWN NEGLIGENCE.** You agree to promptly reimburse us for our legal fees and court costs associated with handling any Emergency Situation.

**42. WAIVER OF LIABILITY. WITHOUT LIMITING OR WAIVING OR LIMITING ANY OTHER WAIVERS OF LIABILITY IN THIS LEASE, NEITHER LANDLORD AND LANDLORD'S AGENTS WILL BE LIABLE TO RESIDENT, RESIDENT'S GUESTS, FAMILY, OR OCCUPANTS FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY WHATSOEVER CAUSED BY THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, ANY OTHER CRIME, ACTS BY OTHER PERSONS, CONDITION OF THE LEASED PREMISES, ENVIRONMENTAL CONTAMINANTS (E.G. CARBON MONOXIDE, ASBESTOS, RADON, LEAD-BASED PAINT, ETC.), OR OTHER OCCURENCES OR CASUALTY LOSSES, EXCEPT TO THE EXTENT THAT SUCH INJURY, DAMAGE OR LOSS IS CAUSED BY LANDLORD OR LANDLORD'S AGENT'S GROSS NEGLIGENCE.** Resident will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Leased Premises caused by negligence or by improper use by Resident, Resident's guests, family, or occupants.

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

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

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

**44. HOLDOVER.** If you still occupy the Leased Premises past the Expiration Date, the date contained in your move-out notice, or the date on which we notify you to leave the Leased Premises, then you owe us rent equal to **double the installment rate** for the extra time that you stay in the Leased Premises (payable daily in advance without notice or demand) plus, all of our damages and damages of the person who could not move in because of your holdover, including, but not limited to, lost rent, lodging expenses, and attorney's fees. In the event of a holdover, Landlord at Landlord's option may extend this Lease up to one month by notifying Resident, in writing.

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

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

**47. MULTIPLE RESIDENTS.** If more than one (1) Resident executes this Lease, then each Resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the Lease or rules, all residents are considered to have violated the Lease. Should Landlord or Landlord's representative send requests or notices (including sale notices) to any one resident or occupant, said notice shall constitute notice to all residents and occupants. The notice of a Lease termination may only be provided by a Resident. In eviction suits, each resident is considered the agent of all other residents in the Unit for service of process. Any resident who defaults under this Lease will indemnify the nondefaulting residents and their guarantors.

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

**49. RESERVED.**

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

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

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

53. **INTERPRETATION & CONSTRUCTION.** The headings used in this Lease are for convenience only and should not be used in interpreting the terms of this Lease. It is the intent of the parties of this Lease, that should a dispute arise over the interpretation of this Lease, that the terms of this Lease not be construed against any one party, based on being the drafter of the Lease, but that it be assumed and it is hereby acknowledged and agreed that both parties participated equally in the preparation of the Lease.

54. **CLASS ACTION WAIVER.** Resident agrees that Resident will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum. YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

**YOU ARE LEGALLY BOUND BY THIS DOCUMENT.**

***PLEASE READ CAREFULLY. DO NOT SIGN IF YOU ARE NOT IN AGREEMENT OR IF YOU HAVE A DIFFERENT UNDERSTANDING. WE SUGGEST THAT YOU TAKE A COPY OF THESE DOCUMENTS TO AN ATTORNEY FOR REVIEW PRIOR TO SUBMITTING THE RENTAL APPLICATION OR SIGNING THE LEASE.***  
**AS STATED IN – SECTION 34 (ENTIRE AGREEMENT) – THIS LEASE, ALONG WITH ANY EXHIBITS, APPENDICES, ADDENDUMS, SCHEDULES, AND AMENDMENTS ENCOMPASSES THE ENTIRE AGREEMENT OF THE PARTIES AND SUPERSEDES ALL PREVIOUS UNDERSTANDINGS AND AGREEMENTS BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN. THERE ARE NO PROMISES, WARRANTIES, UNDERSTANDINGS, OR REPRESENTATIONS OTHER THAN THOSE THAT ARE CONTAINED HEREIN OR IN THE EXHIBITS, APPENDICES, ADDENDUMS, SCHEDULES, AND AMENDMENTS HERETO.**  
**YOU ARE ENTITLED TO RECEIVE AN ORIGINAL OF THIS LEASE AFTER IT IS FULLY SIGNED.**

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Landlord or Landlord's Representative

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Resident's Date of Birth

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ADDENDUM TO LEASE, COMMUNITY RULES AND REGULATIONS

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

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

1. **PETS.** Pets are not allowed at the Community or on the Leased Premises (including visiting pets) without the prior written consent of Landlord. The following shall apply to a violation of this policy:

***First:*** A written warning will be issued to the Resident along with a \$100.00 fine and Landlord may, in its sole discretion, declare the Lease to be in default. The Resident will be given until 9:00 a.m. the following day to remove the pet. Depending on the circumstances, the Landlord may elect to demand immediate removal and issue no further warnings.

***Second:*** A charge of \$300.00 will be assessed against the Resident, and the Landlord will declare the Lease in default.

***The charges above DO NOT cover damages or destruction due to urine, carpet repair, etc. caused from a violation of these Rules. \$25.00 fine will be given to any Resident or guest who does not adequately pick up after their pet contemporaneously. Residents are also responsible for the pets of their guests which are also prohibited without prior written approval of Landlord. Reasonable accommodations will be made in compliance with the Fair Housing Act.*** This includes, but is not limited to pet waste, destruction of real or personal property by a pet, or any material associated with pet.

2. **MOTOR VEHICLES AND PARKING.** When entering or leaving a designated Parking area, any Vehicle shall be operated carefully and at a speed not in excess of **ten (10) miles per hour**. ***The usage of the designated parking area or any other space for storage of boats, trailers, trucks, large vans, buses, motor homes or any item other than vehicle is prohibited. BOATS, TRAILERS, & RECREATIONAL ALL TERRAIN VEHICLES ARE NOT ALLOWED AT THE COMMUNITY.*** Resident agrees to abide by all normal parking and, will not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited areas, park on landscaped areas, block trash receptacles or otherwise violate parking provisions in force from time to time. Resident shall not allow any vehicle to be parked in the Community in an area other than in a designated parking area, or any non-operative vehicle to be placed in the designated parking space or elsewhere in the Community. In the event of non-compliance, the vehicle shall be towed by the Landlord at the expense of the Resident. All parking shall be entirely at Resident’s risk. Resident agrees to abide by any parking rules or regulations established by Landlord. In the event parking decals shall be required, Resident agrees to display such decal as instructed. Resident agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Resident’s vehicle and the vehicles of Resident’s guests may be subject to being towed at Resident’s expense or to fines put in force by the Landlord from time to time. Performing mechanical work thereon is strictly prohibited unless special areas are designated in Landlord’s sole discretion. Due to the chemicals in the city water and the continued problem of Resident(s)/Guest(s) breaking sprinkler heads in the Community Common areas, Landlord will not be held liable for streaking or sun spots caused by water hitting Resident(’s)/guest(’s) vehicle.

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

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

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



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

**12. APPLIANCES AND FIXTURES.** Resident shall keep appliance manuals together and refer to manuals if unsure how to use appliance.

The cost of any repair or service to any appliance, plumbing or fixture due to improper use by Resident, shall be paid by Resident.

- Ovens: Ovens are self-cleaning. **RESIDENTS ARE PROHIBITED FROM USING ANY KIND OF OVEN CLEANER.**
- Refrigerator: Please note that if the refrigerator is moved out too far or is not moved back carefully, the supply line to the icemaker may become loose or crimped causing minor to severe leaks. Any and all damage will be charged to Resident(s). Please call the office to set up an appointment with maintenance if help is needed.
- Dishwasher: Overloading of dishwasher is prohibited. Only detergents made for automatic dishwashers shall be used. Please do not attempt to wash clothes in the dishwasher.

**13. UTILITIES.** During the months of cold weather, Resident will see that the heat is not cut off and the thermostat shall not be set lower than 50 degrees Fahrenheit. Resident shall take any other necessary steps to prevent bursting of water pipes serving Unit.

Resident shall be liable for any and all damages caused by failure to take such reasonable precautions, including damage to personal property of others. Resident must keep utilities (electricity, water, etc.) and the HVAC system turned on throughout the Lease Term to maintain appliances in operating order and provide heat in cold months. During vacations, **DO NOT TURN OFF POWER**, power affects refrigerator – food spoilage, heat-water pipes and security system. Any damages from utilities being turned off until Landlord gains possession shall be paid by Resident. If Resident chooses not to live in the Unit at any time during the Lease Term, Resident is still responsible for his/her portion of all utilities until the Expiration Date.

**14. POWER FAILURE.** In the event of power failure, Resident(s) shall check the circuit breaker inside the Unit before reporting such power failure to Landlord.

**15. LIGHT BULBS.** Resident, at Resident's expense, shall be responsible for replacement of all interior/exterior light bulbs and tubes. All bulbs and tubes must be operational at the time the Resident vacates the Unit. Colored bulbs are not allowed in front door or back door exterior light fixtures. Residents may not remove front or back door exterior light bulbs or globes. Landlord reserves the right to impose a reasonable charge for replacement of front or back door exterior light bulbs or globe if removed. Resident needs to make an appointment with maintenance if help is needed replacing fluorescent or other bulbs.

**16. CARPET.** Use caution with the following substances as they will bleach/stain your carpet; fingernail polish remover, acne medicine, bleach, plant food, Kool-Aid and grape juice.

**17. COUNTER TOPS.** Residents shall not use the countertop as a cutting board. Resident shall use caution to not stain the countertop.

**18. AIR CONDITIONING FILTERS.** Landlord shall have the return air filters changed in a manner deemed appropriate to Landlord to insure proper maintenance of the heating and cooling units. Landlord shall be entitled to enter the Unit to perform such maintenance.

**19. GENERAL MAINTENANCE.** Resident shall keep and maintain the Unit in a clean, safe, orderly, sightly and sanitary condition. Resident is responsible for promptly reporting any damage done or need for repair to Unit to Landlord. Windows and doors shall not be obstructed. Nothing shall be thrown out of the windows or doors. Resident shall close windows and doors during the absence of Resident and during inclement weather to avoid damage or loss. Resident is liable for any damage to interior resulting from failure to exercise reasonable care.

**20. SAFETY.** Resident shall immediately notify Landlord in writing of any burned-out exterior lights, faulty locks (including windows) or lost keys. Resident shall immediately report to police and then Landlord any suspicious persons, storage vehicles or unusual activities in or about the Community. Prior to allowing entry into the Unit, Resident shall demand credentials from all maintenance personnel. Resident will keep doors closed and locked at all times.

**21. STORAGE.** For the safety of all Residents, storage of any flammable or explosive items is strictly prohibited in, on or about the Leased Premises, and the Community.

**22. SOUND AND COMMON AREAS.** Resident shall respect the privacy of all other residents in the Community, and no televisions, stereos, radios, or noisy parties or other uses, which emit noise, which is audible outside the Unit is permitted. No band instruments shall be played in the Unit or in the Community. No music lessons, either vocal or instrumental shall be permitted on the Unit or the Community. No CB base stations or radio or television or wires are permitted outside the Unit. No wiring or cables whatsoever other than those furnished by Landlord with the Unit is permitted. Accordingly, no obnoxious, boisterous or offensive activity shall be carried on, in or around any Unit or the Community. Each Resident, his family and guests shall refrain from any act or use of the Unit or Community which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident of the Community. The Landlord acknowledges the right of Resident to entertain friends and to have parties inside the Unit, but requires that order and tranquility prevail. No obscene, indecent or lascivious conduct shall be permitted whatsoever within the Community or within the Unit when such conduct can be seen or overheard by persons adjacent to or in the Community Common Areas. **BLOCK PARTIES ARE STRICTLY PROHIBITED.** No reckless or dangerous conduct shall be permitted within the Community, in the parking lots, or at the entrances to the Community. No motor vehicle of any type or description and no bicycle shall be permitted upon the Community except upon impervious surfaces such as concrete or asphalt, which were intended for such purposes. No motorcycles shall be permitted within the parking lots except in the areas designated for it.

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

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

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

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

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

- 23. SOLICITATION.** Solicitation shall not be permitted anywhere in the Community or on the sidewalks adjacent to the Community, either by Residents or outside solicitors for business purposes, political purposes or for religious purposes. Please report all violators to the office immediately.
- 24. AMENITIES.** Use of the pools shall be governed by the Rules and Regulations posted in the pool areas and shall be at the risk of Resident and Resident's family and guests. No guest shall be permitted at the pool, clubhouse or recreation facilities except in the accompaniment of a Resident. To the extent permitted by Applicable Laws, Resident does hereby release, relinquish, discharge and indemnify Landlord and Landlord's authorized representatives, and hold Landlord and Landlord's authorized representatives **harmless against all claims for personal injury sustained by Resident and Resident's family and guest in their use and enjoyment of the pool or other provided facilities within the Community.** This section 24 does not exculpate or limit the liability or costs of the Landlord or Landlord's authorized representative arising as a result of the Landlord or a management company's willful misconduct.
- 25. HOT TUB.**
- Hot tub hours are from 10:00 am to 10:00 pm Sunday through Thursday, and 10:00 am to 12:00 am on Friday and Saturday.
  - Do not exceed the maximum number of users.
  - Persons under the age of 14 should have adult supervision.
  - Anyone with a communicable disease capable of infecting others is prohibited from using the hot tub.
  - No glass containers. Keep all breakable objects out of the hot tub area.
  - No food is permitted in or around the hot tub.
  - Proper swimwear must be worn at all times. Loose articles dropped into hot tub will burn out the motor.
  - For your convenience, a timer has been installed on the hot tub.
  - No more than 2 guests per Resident at any given time. Guests must be accompanied by Resident.
  - If you are pregnant, do not use the hot tub without medical consultation. Do not allow small children to use the hot tub. Hot water exposure limitations vary from person to person.
  - If you suffer from heart disease, diabetes, high or low blood pressure or other health problems. Do not enter the hot tub without prior medical consultation with your doctor. Overexposure to hot water may cause nausea, dizziness and fainting.
  - Do not use the hot tub while under the influence of alcohol, narcotics or other drugs that cause sleepiness, drowsiness or raise/lower blood pressure.
  - Do not use the hot tub if the temperature is above 104 degrees Fahrenheit (40 degrees Centigrade). Lower water temperatures are recommended for extended use (exceeding 10 – 15 minutes) and for young children.
  - Enter and exit slowly.
  - Do not place electrical appliances (telephone, radio, TV, etc.) within five feet of the hot tub.
  - Do not operate the hot tub during severe weather conditions, e.g. electrical storms or tornadoes.
  - Do not use or operate the hot tub if the suction outlet cover is missing, broken or loose.
- 26. GLASS CONTAINERS ARE NOT ALLOWED AT OR AROUND THE POOL AREAS. THERE WILL BE A FINE OF \$25 PER OCCURENCE FOR THOSE RESIDENTS OR THEIR GUESTS FOUND TO HAVE GLASS IN OR AROUND THE POOL.**
- 27. TRANSFERS.** Transfers from one Unit to another Unit in the Community must be approved by Landlord in advance in writing, and in such event, new deposits must be made and new leases must be fully executed prior to any such transfer. If transfer is at end of a lease term, the transfer must further move out on last day of lease and will not be allowed to move into another unit until the beginning of the new lease commencement date. Landlord reserves the right to transfer Resident at Landlord's discretion. Resident will receive reasonable notice prior to transfer. Mid-year transfers will be charged a \$200 transfer fee, if the transfer is not mandated by Landlord.
- 28. NUMBER OF RESIDENTS PER UNIT.** The number of residents per Unit cannot exceed the number of bedrooms in the Unit, unless stated otherwise in the Rental Criteria.
- 29. NUISANCE.** Resident shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Unit, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Community or the guests and invitees or any others lawfully in or around the Community. Upon notice by Landlord or occupants of the Community to Resident that any of the aforesaid is occurring, Resident agrees to forthwith remove or control the same. Landlord does allow parties, but expects Resident to be responsible. Resident or Resident's Guest(s) shall not damage the Unit or surrounding Community including landscaping. Any garbage or trash is to be picked up the following day by 12:00 noon (this includes the parking lot). Keep noise level down.

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

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

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

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

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

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

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

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

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

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

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

**36. PRIVACY POLICY.** The purpose of this policy is to outline some of our procedures relating to the confidentiality and security of sensitive personal information, including social security numbers, disclosed to us by prospective and existing residents. For the

purposes of this policy, the term “sensitive personal information” shall mean an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (i) social security number;

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

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

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

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

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

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

**LANDLORD AND ITS AGENT THAT (1) I WILL ONLY USE THE EQUIPMENT IN THE FITNESS CENTER WHICH I AM CAPABLE OF USING AND UNDERSTAND HOW TO USE SAFELY, (2) I DO NOT HAVE ANY HEALTH PROBLEMS WHICH WOULD RESTRICT MY ABILITY TO USE THE FITNESS CENTER; AND (3) WHETHER OR NOT ANY HEALTH PROBLEMS EXISTS, I AM USING THE FITNESS CENTER AT MY OWN RISK AND DISCRETION.**

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

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

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

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

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

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

**39. TANNING CENTER POLICIES (IF APPLICABLE)**

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

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

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

Resident agrees to the following:

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

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

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

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

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

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

**42. MOLD INFORMATION & PREVENTION.**

***What are molds?***

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

***Can mold become a problem in my Unit?***

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

***Should I be concerned about mold in my Unit?***

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

- Respiratory problems, such as wheezing, difficulty breathing, and shortness of breath
- Nasal and sinus congestion
- Eye irritation (burning, watery, or reddened eyes)
- Dry, hacking cough

- Nose or throat irritation
- Skin rashes or irritation
- Headaches, memory problems, mood swings, nosebleeds, body aches and pains, and fevers are occasionally reported in mold cases, but their causes are not understood.

***Tips for Residents.***

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

***Ventilation.*** Adequate ventilation is essential.

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

***Reporting Problems.***

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

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

**43. BED BUG INFORMATION & PREVENTION.**

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

***Facts about Bed Bugs***

- Bed bugs are wingless, flat, reddish-brown, oval insects about 3/16-inch long or the size of an apple seed. As they feed on blood and during digestion, they become swollen and reddish.
- Detecting bed bugs can be difficult, as they are mostly nocturnal. However, evidence of an infestation can often be found in, around and between cracks and crevices including mattress seams, sheets and other bedding, carpeting, furniture, under cushions, behind baseboards, curtains, electrical outlet plates, picture frames and along window and door frames. Blood spotting on mattresses and nearby furnishings are also signs of a bedbug infestation.



- Bed bugs tend to stay close together and have a distinctively sweet, yet unpleasant smell.
- Bed bugs are found worldwide due to human travelers who transport luggage, clothing, bedding and furniture. Because bed bugs can easily travel from one room to another, it is recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before returning home.
- Bed bugs do not discriminate and can be found anywhere.
- Claims that associate bed bugs with poor hygiene and uncleanness are false. Unit residents who avoid notifying property managers out of shame only facilitate the spread of bed bugs.
- Although their bites can cause irritation and even infection, bed bugs do not carry or transmit diseases. Bed bug bites can become itchy and may leave red bumps and marks. Bed bug bites may appear similar to a number of other insect bites. However, unlike those of other insects, bedbug bites appear in tight lines of multiple, small, red marks. However, many bed bug bites leave no mark and go completely unnoticed.

***Tips for Residents***

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

***Resident Agreement***

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

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

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

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

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

***44. CABLE AND INTERNET AGREEMENT.***

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

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;

- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the Landlord;
- transmit unsolicited bulk or commercial messages commonly known as "spam";
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, newsgroup, or chat service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme; participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to your community or its network, by name or other identifier, in messages; impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the Rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access;

#### **Technical Restrictions**

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use and installation of any unauthorized wireless access device or router is prohibited unless authorized by management. If any device is found it must be removed and failure to do so within 48 hours could result in a \$100 fine. Management also reserves the right to remove any such devices if the resident does not do so within the time period prescribed.
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Leased Premises that provide network content or any other services to anyone outside of your Leased Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the Leased Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with the Community's equipment or service or permit any other person to do the same who is not authorized by Landlord or Landlord's representative;
- Network and usage restrictions
- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information; restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any property (or property supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any property (or property supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and noncommercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit); connect the property equipment to any computer outside of your Unit;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
- accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.
- **RESIDENT AGREES TO REIMBURSE LANDLORD WITHIN TEN (10) DAYS OF WRITTEN REQUEST FOR ANY AND ALL LOSSES, LIABILITIES, DAMAGES, AND COSTS ARISING OUT OF OR RELATED TO RESIDENT'S DAMAGE TO OR DESTRUCTION OF ALL OR PART OF THE COMMUNITY'S TELECOMMUNICATIONS**

**INFRASTRUCTURE, INCLUDING, WITHOUT LIMITATION, INTERNET AND/OR VIDEO NETWORK CABLING, EQUIPMENT, AND OUTLETS.**

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

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

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord or Landlord's Representative

\_\_\_\_\_  
Date

