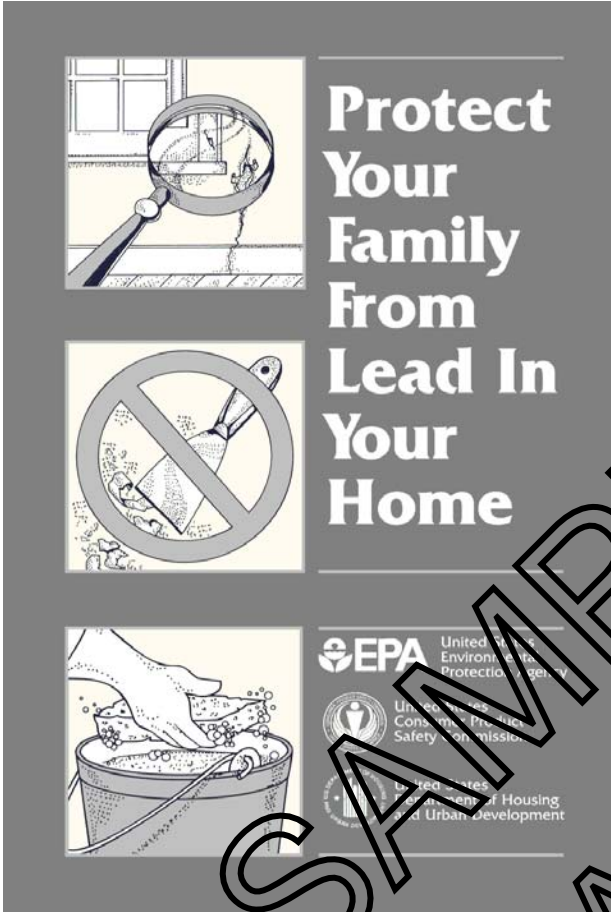


IMPORTANT NOTICE TO RESIDENTS: The following information is taken from a brochure entitled "Protect Your Family from Lead in Your Home" prepared by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission and the U.S. Department of Housing and Urban Development. **While the information must be distributed to residents before they become obligated under the lease for most types of housing built before 1978, it does not mean that the dwelling contains lead-based paint (LBP).** The brochure was written in general terms and applies to both home purchasers and renters. The information outlines action that can be taken to test for, remove or abate LBP in a dwelling. The TAA Lease Contract specifically prohibits a resident from performing this type of work--only the dwelling owner may do so under the lease contract. If you have any questions about the presence of LBP in your dwelling, please contact the owner or management company before taking any action to test, abate or remove LBP. NOTE: Page references in the content of this form are to pages in the EPA brochure.



Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children that seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

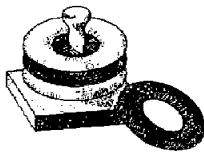
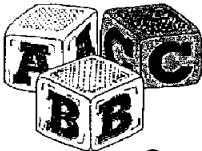
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause

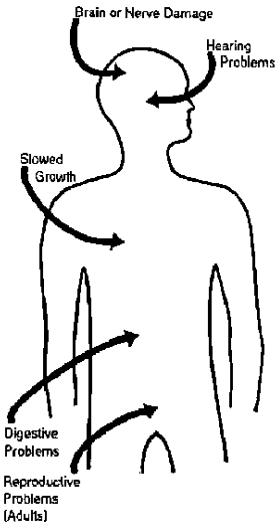
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of base soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead in several different ways:

- ◆ A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.



What You Can Do Now To Protect Your Family

- If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:
- ◆ If you rent, notify your landlord of peeling or chipping paint.
 - ◆ Clean up paint chips immediately.
 - ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
 - ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
 - ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
 - ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
 - ◆ Keep children from chewing window sills or other painted surfaces.
 - ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
 - ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



7

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

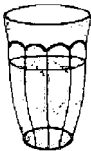
Always hire a person with special training for correcting lead problems--someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that dust lead levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior window sills; and
- ◆ 100 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 4) for help with locating certified professionals in your area and to see if financial assistance is available.

Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted toys and furniture.
- ◆ Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- ◆ Lead smelters or other industries that release lead into the air.
- ◆ Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

EPA's Safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water.

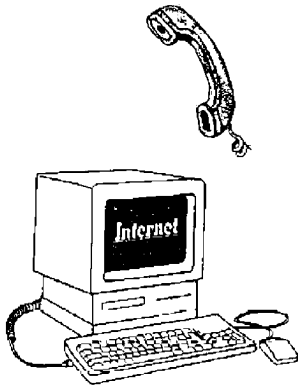
Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC's Web site at: www.cpsc.gov.

State Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at 1-800-424-LEAD.

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.



Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

11

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- ◆ Texas Department of State Health Services--512/458-7111
- ◆ EPA Region 6 Office (includes Texas)--214/665-2200

- ◆ CPSC Western Regional Office (includes Texas)--510/637-4050
- ◆ HUD Lead Office--202/755-1785

FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (owners) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention. (This addendum is a "pamphlet" within the meaning of federal regulations. The term "in the housing" below means either inside or outside the housing unit.)

LEAD-FREE HOUSING If the housing unit has been certified as "lead free" according to 24 CFR Section 35.82, the lead-based paint and lead-based paint hazard regulations do not apply, and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement, to the lessee (resident).

LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (check only one box)

- ☒ Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Records and reports available to lessor (check only one box)

- ☒ Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (list documents).

AGENT'S STATEMENT If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d); and (2) agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR Sections 35.88 and 35.92 and 40 CFR Sections 745.107 and 745.113. Agent's obligations include those in 24 CFR Section 35.94 and 40 CFR Section 745.115.

ACCURACY CERTIFICATIONS AND RESIDENT'S ACKNOWLEDGMENT Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be (1) the agent himself or herself; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the agent. The lessees (residents) signing below acknowledge that they have received a copy of this TAA lease addendum before becoming obligated under the lease and have been informed that it contains the disclosure form and pamphlet information required by federal law regarding lead poisoning prevention.

The Winrock Apartments, 2100 Winrock Blvd. Houston, TX #095

Houston
City

Apartment name & unit number OR street address of dwelling

Lessee (Resident) **John Doe** Date

Lessee (Resident) **Jane Doe** Date

Lessee (Resident) **Billy Bob** Date

Lessee (Resident) Date

The Winrock Apartments

The Winrock Apartments

Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling

Printed name of LESSOR (owner) of the dwelling

Signature of person signing on behalf of above LESSOR Date

Signature of person signing on behalf of above AGENT, if any Date

You are entitled to receive an original of page 4 of this Lead Hazard Addendum after it is fully signed. Keep it in a safe place.



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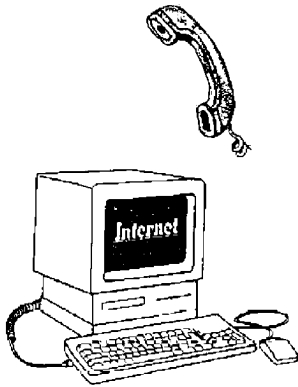
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Lessee (Resident) Date

The Winrock Apartments

The Winrock Apartments

Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling

Printed name of LESSOR (owner) of the dwelling

Signature of person signing on behalf of above LESSOR Date

Signature of person signing on behalf of above AGENT, if any Date

You are entitled to receive an original of page 4 of this Lead Hazard Addendum after it is fully signed. Keep it in a safe place.



Date: May 28, 2013
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

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

Apt. # 095 at The Winrock Apartments

_____,
(name of apartments)
or other dwelling located at _____

(street address of house, duplex, etc.)
City/State where dwelling is located _____

2. **PURPOSE.** This Addendum modifies the Lease Contract and address situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

3. **INSPECTION.** You agree that you: (Check one)
☐ have inspected the dwelling prior to move-in or signing this Addendum and that you did not observe any evidence of bed bugs or bed bug infestation; OR
☒ will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation.

4. **INFESTATIONS.** We are not aware of any current evidence of bed bugs or bed bug infestation in the dwelling.

You agree that you have read the information on the back side of this addendum about bed bugs and: (Check one)

- ☒ you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence.
OR

- ☐ you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property including furniture, clothing and other belongings has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

5. **ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are

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

6. **NOTIFICATION.** You must promptly notify us:
• of any known or suspected bed bug infestation or presence in the dwelling or in any of your clothing, furniture or personal property;
• of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling;
• if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

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

8. **RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

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

BED BUGS - A Guide for Rental Housing Residents
(Adapted with permission from the National Apartment Association)

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

Bed bugs don't discriminate

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

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

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

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

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs

often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do inspect rental furniture for bed bugs before bringing it into your dwelling.** Be sure to check any rented furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

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

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

John Doe

Billy Bob

Jane Doe

Date of Signing Addendum

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

John Doe, Billy Bob, Jane Doe



Apartment Lease Contract

Date of Lease Contract: May 28, 2013
(when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract): John Doe, Billy Bob, Jane Doe

and us, the owner:
The Winrock Apartments

(name of apartment community or title holder). You've agreed to rent Apartment No. 095, at 2100 Winrock Blvd. Houston, TX (street address) in Houston (city), Texas, 77057 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above, and a person authorized to act in the event of a sole resident's death. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor must be executed.

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

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE CONTRACT TERM. The initial term of the Lease Contract begins on the 15th day of June, 2013 (year), and ends at midnight the 31st day of May, 2014 (year). This Lease Contract will automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move out as required by paragraph 37. If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. The total security deposit for all residents is \$ 0.00, due on or before the date this Lease Contract is signed. This amount [check one]: does or does not include an animal deposit. Any animal deposit will be stated in an animal addendum. See paragraphs 41 and 42 for security deposit return information.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided 1 apartment key(s), 1 mailbox key(s), and 1 other access devices for Gate Remote. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to not enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your apartment will be [check one]: furnished or unfurnished.

6. RENT AND CHARGES. You will pay \$ 900.00 per month for rent, in advance and without demand:
at the on-site manager's office
through our online payment site
at

Prorated rent of \$ 480.00 is due for the remainder of [check one]:
1st month or 2nd month, on June 15, 2013 (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 1st day of the month, you'll pay an initial late charge of \$ 25.00 plus a daily late charge of \$ 5.00 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. We will not impose late charges until at least the third day of the month. You'll also pay a charge of \$ 25.00 for each returned check or rejected electronic payment, plus initial and daily late charges until we receive acceptable payment. If you don't pay rent on time, you'll be in default

and all remedies under state law and this Lease Contract will be authorized. If you violate the animal restrictions of paragraph 27 or other animal rules, you'll pay an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is finally removed. We'll also have all other remedies for such violation.

7. UTILITIES/SERVICES. We'll pay for the following items, if checked:
gas water wastewater electricity trash/recycling cable/satellite master antenna Internet stormwater/drainage other

You'll pay for all other utilities and services, related deposits, and any charges or fees, on such utilities and services during your Lease Contract term. You must not allow any utilities (other than cable or internet) to be cut off or switched for any reason--including disconnection for not paying your bills--until the Lease Contract term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules. If a utility is individually metered, it must be connected in your name and you must notify the utility provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by lease commencement or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$ 50.00 charge (not to exceed \$50 per violation), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you are in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

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
not required to buy renter's or liability insurance.

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

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 doorviewer (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 rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by statute. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1), Texas Property Code.

What You Are Now Requesting. Subject to some limitations, under Texas law you may at any time ask us 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:

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 Contract and will supersede any conflicting provisions of this printed Lease Contract form.

Resident required to give 60 day written move out notice. Resident required to pay The Winrock Apts for electric, gas, trash and water. Pets-cats require \$200.Dep. & \$100.Fee. Dogs under 20lbs. only. Dep. \$300. & \$300.Fee

11. UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE. You'll be liable for a reletting charge of \$ 700.00 (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to move in, or fail to give written move-out notice as required in paragraphs 23 or 37; or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

05282013SAMPLE06

John Doe, Billy Bob, Jane Doe

Your Initials: , Initials of Our Representative:

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Not a Release. The reletting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain--particularly those relating to make ready, inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs 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.

12. DAMAGES AND REIMBURSEMENT. You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community due to: a violation of the Lease Contract 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. You will indemnify and hold us harmless from 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 Contract. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacements and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the apartment is (unless exempt under Section 54.042, Texas Property Code) 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, "apartment" 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 apartment and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the apartment 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 the apartment is presumed to be yours unless proven otherwise.

Removal After Surrender, Abandonment or Eviction. We or law officers may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42).

Storage. We will store property removed under a contractual lien. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the apartment. We're 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 listed under Texas Property Code Section 54.042 is limited to charges for packing, removing, and storing.

Redemption. If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (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 we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed

property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Disposition or Sale. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of 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. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, all future rent 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 32 apply to acceleration under this paragraph.

15. RENT INCREASES AND LEASE CONTRACT CHANGES. All rent increases or Lease Contract changes are allowed before the initial Lease Contract 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 apartment rules allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or Lease Contract changes, effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37. The written move-out notice under paragraph 37 applies only to the end of the current Lease Contract or renewal period.

16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

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

(1) If we give written notice to any of you when or after the Lease Contract begins--and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your apartment.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

19. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment 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 apartment 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 your apartment or in the apartment community is prohibited--except that any lawful business conducted "at home" by computer, mail, or telephone is

permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other 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.

You will notify us within 15 days if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us within 15 days if you or any occupants register as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive any rights we have against you.

20. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following activities: criminal conduct; behaving in

05282013SAMPLE07

John Doe, Billy Bob, Jane Doe

Your Initials: _____, Initials of Our Representative: _____

Apartment Lease Contract

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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 apartment 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 apartment community; displaying or possessing a gun, knife, or other weapon in the 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 apartment community; using windows for entry or exit; heating the apartment with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if it:
- (1) has a flat tire or is otherwise inoperable
 - (2) is on jacks, blocks or has wheel(s) missing
 - (3) takes up more than one parking space
 - (4) belongs to a resident or occupant who has surrendered or abandoned the apartment
 - (5) is in a handicap space without the legally required handicap insignia
 - (6) is in a space marked for office visitors, managers, or staff
 - (7) blocks another vehicle from exiting
 - (8) is in a fire lane or designated "no parking" area
 - (9) is in a space marked for other resident(s) or apartment(s)
 - (10) is on the grass, sidewalk, or patio
 - (11) blocks garbage trucks from access to a dumpster, or
 - (12) 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.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31 or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase. You may also have the right under Texas law to terminate the Lease Contract in certain situations involving family violence or sexual assault.

Death of Sole Resident. If you are the sole resident and die during the Lease Contract term, the Lease Contract may be terminated without penalty by an authorized representative of your estate with at least 30 days written notice. Your estate will be liable for payment of rent until the latter of (1) the termination date, or (2) until all possessions in the apartment are removed. Your estate will also be liable for all charges and damages to the apartment until it is vacated, and any removal and storage costs.

23. **MILITARY PERSONNEL CLAUSE.** You may have the right under Texas law to terminate the Lease Contract in certain situations involving military deployment or transfer. You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:

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

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, callup orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND 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 alarms and other detection devices, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5. Window screens are not for security or keeping people from falling out.

Alarms and Detection Devices. We'll furnish smoke alarms or other detection devices required by statute or city ordinance, and we'll 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 alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. If you damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Section 92.2611, Texas Property Code for \$100 plus one month's rent, actual damages, and attorney's fees. You also will be liable to us and others if you fail to report malfunctions, or any loss, damage, or fines resulting from fire, smoke, or water. Upon request, we will provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impairment disability.

Loss. We're not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or business or personal income from any cause, including, but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of residents, occupants or guests, 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, you must—for 24 hours a day during freezing weather--(1)

keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

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 won't 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're 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're not obligated to furnish security personnel, patrols, lighting, gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment 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 local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory & 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 us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not do any repairs, painting, wall papering, carpeting, electrical changes, or otherwise alter our property, including but not limited to: (1) nails or screws in the apartment; (2) holes or sticks are allowed inside or outside the apartment; (3) We'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

We are committed to the principles of fair housing. In accordance with fair housing laws, we will make reasonable accommodations to our rules, policies, practices, or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of this apartment community. We may require you to sign an addendum regarding the approval and implementation of such accommodations or modifications as well as restoration obligations, if any.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matters--IT MUST BE SIGNED AND IN WRITING to our designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair housing accommodation or modification). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or any other matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract by giving you at least 5 days written notice. We may also remove personal property if it causes a health or safety hazard. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. **ANIMALS.** *No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.* If we allow an animal, you 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 person but will not require an animal deposit. 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), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except 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 apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28. We may keep or kennel the animal or turn it

over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll 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.

28. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing detection or alarm device(s) or batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; disconnecting utilities involving bona fide repairs, emergencies or construction; retrieving

property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

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

Security deposit refund check and any deduction itemizations will be by: (*check one*)

- ☒ one check jointly payable to all residents and mailed to any one resident we choose, OR
- ☐ one check payable and mailed to _____

(*specify name of one resident*).
If neither is checked, then the refund will be made in one check jointly payable to all residents.

Replacements

30. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

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

Procedures for Replacement. If we approve a replacement resident, then at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; *or* (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25;
- (2) maintain fixtures, hot water, heating, and A/C equipment;
- (3) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; *and*
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may possibly terminate this Lease Contract and exercise other remedies under Texas Property Code Section 92.056 by following this procedure:

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

Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, or by registered mail--after which we will have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current at the time of any request. We will refund security deposits and prorated rent as required by law.

32. DEFAULT BY RESIDENT. You'll be in default if: (1) you don't pay rent or other amounts that you owe on time; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupants are arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (i) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marihuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (ii) any sex-related crime, including a misdemeanor; (6) any illegal drugs or paraphernalia are found in your apartment; or (7) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

Eviction. If you default or holdover, we may end your right of occupancy by giving you a 24-hour written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the inside of the apartment's main entry door. Notice by mail only will be considered delivered on the earlier of: (1) actual delivery, or (2) three days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After

giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

Acceleration. All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; *and* (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term--for up to one month from the date of notice of Lease Contract extension--by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination and statutory lockout under Section 92.0081, Texas Property Code, **except as lockouts and liens are prohibited by Section 2306.6736, Texas Government Code, for owners supported by housing tax credit allocations.** A prevailing party may recover reasonable attorney's fees and all other litigation costs from the non-prevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease Contract. You agree that late charges are liquidated damages and a reasonable estimate of such damages for our time, inconvenience, and overhead associated with collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

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John Doe, Billy Bob, Jane Doe

Your Initials: _____, Initials of Our Representative: _____

Apartment Lease Contract

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General Clauses

33. **MISCELLANEOUS.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract 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 isn't a waiver under any circumstances. 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 managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given, as well as any fax transmittal verification. Fax or electronic signatures are binding. All notices must be signed. Notices may not be given by email or other electronic transmission.

Exercising one remedy won't 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 Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. 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 Contract is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease Contract obligations must be performed in the county where the apartment is located.

We may deactivate or not install keyless bolting devices on your doors if: (1) you or an occupant in the dwelling is over 55 or disabled; and (2) the requirements of Section 92.153(e) or (f), Texas Property Code are satisfied.

Security Guidelines for Residents

36. **SECURITY GUIDELINES.** We care about your safety and that of other occupants and guests. *No security system is foolproof. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. 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 apartment, 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 apartment when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. 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 the Lease Contract.

Television channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

34. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to government regulation) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. **TAA MEMBERSHIP.** We represent that, at the time of signing this Lease Contract: (1) we; (2) the management company that represents us; or (3) any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 6). If not, the following applies: (1) this Lease Contract is voidable at your option and is unenforceable by us (except for property damages); and (2) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association at the time of the third automatic renewal. A signed affidavit from the local affiliated apartment association which attests to non-membership when the Lease Contract or renewal was signed will be conclusive evidence of non-membership. The Lease Contract is voidable at your option if the Lease Contract or any lease addendum (that is a copyrighted TAA form) fails to show at the bottom of each page the names of all original residents listed in paragraph 1, or contains the same form identification code as any other resident's Lease Contract or lease addendum; or if your TAA Rental Application contains the same form identification code as any other resident's Rental Application. Governmental entities may use TAA forms if TAA agrees in writing.

- 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, smoke alarms and other detection devices to make sure they are working properly. Alarms and detection device 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 alarms and other detection devices, 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.

There are many other crime prevention tips readily available from police departments and others.

When Moving Out

37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under paragraphs 10, 16, 22, 23 or 31. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions--even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements below are met.
- The move-out date in your notice [check one]: ☐ must be the last day of the month; or ☒ may be the exact day designated in your notice. If neither is checked, the second applies.

- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- If we require you to give us more than 30 days written notice to move-out before the end of the Lease Contract term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to provide a reminder notice, 30 days written notice to move-out is required.

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

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38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

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

40. **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.

41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet or television services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security device or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing or blocking illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security alarm charges

unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

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 32; and (3) a reletting fee if you have violated paragraph 11.

42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) apartment keys and access devices listed in paragraph 5 have been turned in to us--whichever date occurs first.

You have *abandoned* the apartment when all of the following have occurred: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you have been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also 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 apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 22).

Signature, Originals and Attachments

43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures--one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease Contract and are binding even if not initialed or signed.

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

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

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

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

You are entitled to receive an original of this Lease Contract
after it is fully signed. Keep it in a safe place.

Resident or Residents (all sign below)

John Doe Date signed

Billy Bob Date signed

Jane Doe Date signed

Date signed

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

Address and phone number of owner's representative for notice purposes

2100 Winrock Blvd

Houston, TX 77027

(713) 784-6330

After-hours phone number (713) 784-6330

(Always call 911 for police, fire or medical emergencies)

Date form is filled out (same as on top of page 1) 05/28/2013

Name, address and telephone number of locator service (if applicable--must be completed to verify TAA membership under paragraph 35):

John Doe, Billy Bob, Jane Doe

The Winrock Apartments

Apartment Lease Contract

TAA Official Statewide Form 11-A/B-1/B-2; Revised October, 2011; Copyright 2011, Texas Apartment Association, Inc.

05282013SAMPLE11

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Resident's Name: **John Doe**

Home Phone: ()

Work Phone: ()

Resident's Name: **Billy Bob**

Home Phone: ()

Work Phone: ()

Resident's Name: **Jane Doe**

Home Phone: ()

Work Phone: ()

Resident's Name:

Home Phone: ()

Work Phone: ()

Apartment Community Name: **The Winrock Apartments**

Apt. # **095**

or Street Address (if house, duplex, etc.):

Within 48 hours after move-in, you must note on this form all defects, damage, or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put "none" if the items don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

☐ Move-In or ☐ Move-Out Condition (Check one)

Living Room

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Lamps, bulbs

Water stains or mold on walls, ceilings or baseboards

Other

Kitchen

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Cabinets, drawers, handles

Countertops

Stove/oven, trays, pans, shelves

Vent hood

Refrigerator, trays, shelves

Refrigerator light, crisper

Dishwasher, dispensers, racks

Sink/disposal

Microwave

Plumbing leaks, water stains or mold on walls, ceilings or baseboards

Other

General Items

Thermostat

Cable TV or master antenna

A/C filter

Washer/dryer

Garage door

Ceiling fans

Exterior doors, screens/screen doors, doorbell

Fireplace

Other

Dining Room

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Halls

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Exterior (if applicable)

Patio/yard

Fences/gates

Faucets

Balconies

Other

Bedroom (describe which one):

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Bedroom *(describe which one):* _____
Walls _____

Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Floor/carpet _____

Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Closets, rods, shelves _____
Closet lights, fixtures _____
Water stains or mold on walls, ceiling or baseboards _____

Other _____

Bath *(describe which one):* _____
Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Exhaust fan/heater _____
Floor/carpet _____

Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Sink, faucet, handles, stopper _____
Countertops _____
Mirror _____
Cabinets, drawers, handles _____
Toilet, paper holder _____
Bathtub, enclosure, stopper _____
Shower, doors, rods _____
Tile _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____

Other _____

Half Bath
Walls _____

Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Exhaust fan/heater _____
Floor/carpet _____

Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Sink, faucet, handles, stopper _____
Countertops _____
Mirror _____
Cabinets, drawers, handles _____
Toilet, paper holder _____
Tile _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____

Other _____

Bedroom *(describe which one):* _____
Walls _____

Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Floor/carpet _____

Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Closets, rods, shelves _____
Closet lights, fixtures _____
Water stains or mold on walls, ceilings or baseboards _____

Other _____

Bath *(describe which one):* _____
Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Exhaust fan/heater _____
Floor/carpet _____

Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Sink, faucet, handles, stopper _____
Countertops _____
Mirror _____
Cabinets, drawers, handles _____
Toilet, paper holder _____
Bathtub, enclosure, stopper _____
Shower, doors, rods _____
Tile _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____

Other _____

Safety or Pest-Related Items *(Put "none" if item does not exist)*
Door knob locks _____
Keyed deadbolt locks _____
Keyless deadbolts _____
Keyless bolting devices _____
Sliding door latches _____
Sliding door security bars _____
Sliding door pin locks _____
Doorviewers _____
Window latches _____
Porch and patio lights _____
Smoke detectors (push button to test) _____
Other detectors _____
Alarm system _____
Fire extinguishers (look at charge level--BUT DON'T TEST!) _____
Garage door opener _____
Gate access card(s) _____
Other _____

Pest-related concerns _____

Date of Move-In: _____
or Date of Move-Out: _____

Acknowledgment. You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke alarms and any other detector(s) and verify they are operating correctly. You acknowledge that you and our representative have inspected the dwelling and that no signs of bed bugs or other pests are present.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out and for bringing to our attention any safety or pest-related concerns.

Resident or Resident's Agent: _____ **Date of Signing:** _____
Owner or Owner's Representative: _____ **Date of Signing:** _____

John Doe, Billy Bob, Jane Doe



Electrical Submetering Addendum

1. **ELECTRICAL SUBMETERING.** Your dwelling unit is submetered for electricity. You'll receive electricity bills monthly, based on how many kilowatt-hours (KWHs) you use as recorded on the submeter for the dwelling unit described below:

Apt. No. 095 Apartment Community The Winrock Apartments

or Street Address if duplex, triplex, etc. 2100 Winrock Blvd. Houston, TX

Date of Lease Contract: May 28, 2013

2. **COVERAGE AND COST.** Your monthly bill for electricity for your dwelling unit will cover only electricity consumed within your dwelling unit. The submeter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric

utility company charges us for an average KWH, that is, our total bill divided by the apartment community's total KWH consumption. There will be no extra charge of any kind for electrical consumption through your submeter. Billing calculations are governed by Rule 25.142 of the Public Utility Commission of Texas.

3. **YOUR PAYMENT DUE DATE.** You must pay your monthly electric submeter bill within seven days after the date when we issue it. If you don't pay it within seven days, you'll be liable for a late payment charge of 5 percent of the bill. You must pay your bill directly to *[check one]* ☒ us at the same place where you pay your rent or ☐ the address specified in your submeter bill. The Public Utility Commission regulates electric submetering rules. A summary of the rules is set forth on the next page of this form.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs below)

John Doe

Billy Bob

Jane Doe

You are entitled to receive an original of this Electrical Submetering Addendum after it is fully signed. Keep it in a safe place.

A CHECKLIST OF ELECTRICITY CONSERVATION IDEAS FOR YOUR DWELLING

1. Keep doors and windows closed when running your air conditioning unit for cooling or heating.
2. When you're inside your dwelling, set all thermostats at 78 degrees in the summer and use fans to make it feel cooler.
3. When you'll be gone for more than four hours, change the thermostat to 80 degrees when cooling and 55 degrees when heating.
4. In the winter, keep the temperature at 68 during the day and lower the thermostat temperature to 55 degrees at night.
5. Adjust window blinds or drapes to keep out direct sunlight in the summer and let in direct sunlight in the winter.
6. Use a microwave instead of using an oven, whenever possible.
7. Take showers rather than tub baths to conserve hot water heated by electricity.
8. Make sure your air conditioner is clean. Changing dust filters on your air conditioning unit is important. Filters are essential to keep airborne dust from gathering on the cooling coils and preventing the air conditioning compressor from using more electricity. Also, when a filter is dirty it loses its dust-gathering capacity, and it will then use more electricity in circulating air because of the accumulation of dust in the filter.
9. Turn off lights, TVs, computers and other electrical equipment when leaving a room.
10. Close vents and doors to unused rooms.
11. Use energy settings on dishwashers, washing machines and clothes dryers. Run when fully loaded. Use at night.
12. Consider using compact fluorescent light bulbs rather than standard incandescent bulbs.

John Doe, Billy Bob, Jane Doe

05282013SAMPLE14



Submetering Rules for Electricity

The Texas Public Utility Commission (PUC) has adopted comprehensive submetering rules for electricity. Those rules (or a summary of those rules approved by the PUC) must be attached to your Lease Contract. PUC Substantive Rules §25.141 and §25.142, relating to submetering, may be found on the PUC website at www.puc.state.tx.us. Specific questions about the PUC rules may be directed to the PUC at 888/782-8477. This is a summary of our duties and your duties under the rules. The summary was approved by the PUC. As on page one, the terms "you" and "your" refer to all residents, and the terms "we" and "our" refer to the owner.

1. **SUBMETER BILLS IN GENERAL.** Your submeter bill may cover only electricity consumed within your apartment unit, as measured by that unit's submeters. Electrical consumption for the common areas and common facilities are our sole responsibility. Each month, the electric submeter bill must be given as separate bills or as separate, distinct line items on a multi-item bill. The bill must state that it is for "submetered electricity." Allocations of non-submetered mastermetered utilities and allocations of utility costs of central hot-water systems or central air conditioning or heating systems are lawful if (1) they are clearly separate from the submetering charges for your apartment, and (2) they are covered by a separate addendum. Proration of non-submetered mastermetered utilities must also be covered by separate documents.
2. **HOW YOUR SUBMETER BILL IS CALCULATED.** Your bill is calculated in the following manner: after we receive the apartment utility bill from the utility company, we'll divide the net total charges for electrical consumption, plus applicable tax, by the total number of KWHs to obtain an average cost per KWH. This average KWH cost is then multiplied by your KWH consumption to obtain the charge to you. The computation of the average cost cannot include any penalties charged by the utility to us for disconnect, reconnect, late-payment or other similar service charges.
3. **WHAT YOUR SUBMETER BILL MUST SHOW.** Your bill must show all of the following information:

(a) the date and reading of the submeter at the beginning and at the end of the period for which the bill is rendered;

(b) the number of KWHs metered;

(c) the computed rate per KWH;

(d) the total amount due for electricity;

(e) a clear and unambiguous statement that the bill is not from the utility company, which must be noted in the statement;

(f) the name and address of the person to whom the bill applies;

(g) the name of the firm rendering the submetering bill and the name and title, address and telephone number of the person or persons to be contacted in case of a billing dispute;

(h) the name, address and telephone number of the party to whom payment is to be made; and

(i) the due date and the late-payment penalty (if a late-payment penalty has been agreed to in the Lease Contract).
4. **DUE DATE.** The due date of your submeter bill is no less than seven days after issuance. A bill for submetered electricity is delinquent if it is not received by the party indicated on the bill by the due date. The postmark date on the envelope of the bill or on the bill itself constitutes proof of the date of issuance. An issuance date on the bill constitutes proof of the date of issuance if there is no postmark on the envelope or bill. If the due date falls on a holiday or weekend, the due date for payment purposes is the next work day after the original due date.
5. **LATE PAYMENT CHARGES.** A one-time penalty not to exceed 5% may be made for payment of your submetered electrical bill after the due date (i.e., for late payment). In order for late payment penalties to be charged, the bill must indicate the amount due if paid by the due date and the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by you in a written Lease Contract which states the exact dollar or percentage amount of such late penalty.
6. **RECONNECTION FEES.** A reconnection fee may be charged if service to you is disconnected for nonpayment of submetered electric bills in accordance with PUC rules (summarized below). The reconnection fee is calculated based on our average actual cost for the expenses associated with the reconnection, but under no circumstances may it exceed \$10. No reconnect charge may be assessed unless you've agreed to it in a written Lease Contract that states the exact dollar amount of the charge.
7. **ADDITIONAL CHARGES ON YOUR BILL.** We can't impose any extra charges on you over and above those charges billed to us by the utility company. The bill may not include a deposit, late penalty, reconnect charge, or any other charge unless otherwise provided above.
8. **OUR RECORDS.** We're required to keep the following records for the current month and the preceding 12 months: (1) all electric utility bills from the utility company; (2) all of your submeter readings; (3) our calculations on how the average KWH cost was determined for submeter billing purposes; and (4) any testing results on the submeters if they have been tested during that time. You may examine and copy the information during reasonable business hours at your manager's on-site office. If there is no such on-site office, you may examine and copy the records at a mutually convenient time and place.
9. **DISPUTES.** You and we must resolve any disputes regarding how to compute your submeter bill. If a dispute arises and if an investigation is necessary, we're required to investigate promptly and report the results to you within 30 days.
10. **OVERBILLING OR UNDERBILLING.** If submetered billings are found to be in error, we must calculate a billing adjustment. If you are entitled to a refund, we'll make an adjustment for the entire period of the overcharges. If you were undercharged, we may backbill you for the amount underbilled. Any backbilling of electric charges cannot extend back beyond six months unless we produce records to identify and justify the additional amount of backbilling. If the underbilling is \$25 or more, we must offer a deferred payment plan option, for the same length of time as that of the underbilling. But we may not disconnect service if you fail to pay charges arising from an underbilling more than six months before the date you were initially notified of the amount of the undercharges and the total additional amount due. And we can't backbill you for usage by a previous resident.
11. **DISCONTINUANCE OF ELECTRIC SERVICE PROHIBITED.** According to the Texas Property Code, Section 92.008(b), submetered electric service provided by the landlord as an incident to tenancy or other agreement **may not** be disconnected or interrupted unless the interruption results from bona fide repairs, construction, or an emergency. Violation for disconnection or interruption of electric service, including submetered electric service, may result in the tenant terminating the Lease Contract or recovering possession of the premises; and recovery of actual damages, one month's rent or \$500, whichever is greater, reasonable attorney's fees, and court costs, less any delinquent rents or other sums.
12. **SUBMETER TESTS.** We're required to keep records of any tests of the submetering equipment. We must, at your request, test the accuracy of your submeter. If you wish, you may watch the test, or you can send a representative. The test must be made during reasonable business hours at a time convenient to you if you desire to watch. If the submeter test indicates that the submeter is within the accuracy standards required by PUC rules, a charge of up to \$15 for electricity may be charged to you for making the test. But if the submeter has not been tested within a period of one year or if the submeter's accuracy is not within the accuracy standards required by PUC rules, no charge can be made to you for making the test. After completing any requested test, we'll promptly advise you of the results.
13. **PENALTIES FOR NONCOMPLIANCE.** Both the utility companies and we are subject to enforcement under the PUC statutes, which may involve civil penalties of up to \$5,000 for each offense and criminal penalties for willful and knowing violations.
14. **COMPLETE COPY OF THE RULES.** A complete copy of the PUC electricity submetering rules is available for you to inspect and copy at the on-site manager's office; or if there is no on-site office, it's available at our street address or the management company's street address stated on page one. The rules cover additional subjects such as: (1) estimated bills in case of submeter malfunctions; (2) submeter accuracy requirements; (3) bill adjustments due to a submeter malfunction; (4) bill adjustments due to conversion from all-bills-paid to submetering; (5) location of submeters; (6) submeter testing equipment; (7) submeter testing; and (8) uniformity of submeters in the apartment complex.

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

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

Apt. # 095 at The Winrock Apartments

(name of apartments)

or other dwelling located at

(street address of house, duplex, etc.)

City/State where dwelling is located

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

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

3. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that makes mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

4. **IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

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

5. **IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

6. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in compliance with Section 92.051 et seq of the Texas Property Code, subject to the special exceptions for natural disasters.

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

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

Resident or Residents
(All residents must sign here)

John Doe

Billy Bob

Jane Doe

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

May 28, 2013

You are entitled to receive an original of this Mold Information and Prevention Addendum after it is fully signed. Keep it in a safe place.

Security Guidelines for Residents

We care about your safety and that of other occupants and guests. *No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. 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 dwelling, 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.
 - Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. 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 the Lease Contract.
 - 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 alarms and other detection devices to make sure they are working properly. Alarm and detection device 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 alarms and other detection devices, 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.
- There are many other crime prevention tips readily available from police departments and others.

Acknowledgment of Receipt of Security Guidelines for Residents

Apartment name and unit, or dwelling address The Winrock Apartments, 2100 Winrock Blvd. Houston, TX #095

Initials of Owner's Representative _____ Date _____ Initials of Resident(s) _____ Date _____

LEASE ADDENDUM FOR
ALLOCATING WATER/WASTEWATER COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 095 in the **The Winrock Apartments**

_____ Apartments
in Houston, Texas.

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

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

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

The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 291.124 (e)(2)(A) of the TCEQ rules (*check only one*):

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

The normal date on which the utility company sends it monthly bill to us for the water/wastewater mastermeter is about the 24 day of the month. Within 10 days thereafter, we

will try to allocate that mastermeter bill among our residents by allocated billings.

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

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

7. **Previous average.** As required under TCEQ rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$25./35 per unit, varying from \$ 20. /3 to \$25. /40 for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.

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

9. **TCEQ.** Water allocation billing is regulated by the TCEQ, which has published a summary of the rules (called a tenant guide). A copy of this summary or a copy of the rules is attached. This addendum complies with those rules.

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

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

John Doe

Billy Bob

Jane Doe

Date of Lease Contract

May 28, 2013

Attached: TCEQ Tenant Guide for Allocated Water Billing Service



Tenant Guide to *Allocated* Water or Wastewater Service

What is allocated utility service?

Under a lease agreement, a property owner or designated allocated service provider will bill you for water and perhaps wastewater using an *allocation* method. The owner or allocated service provider receives water and wastewater service from the local utility and passes through the cost of one or both of these services to each dwelling unit on the property. At the time you discuss a rental agreement, the property owner must provide you with a free copy of the rules on utility allocation (Title 30, Texas Administrative Code, Chapter 291, Subchapter H), or a copy of this summary of the rules that has been prepared by the Texas Commission on Environmental Quality (TCEQ).

How does allocation work?

You will receive a bill from the property owner or a billing company, not from the local utility company. The allocated bill is not based on your actual usage. Instead, the property owner has a *master meter*, which is used by the utility to measure all water used by the entire property. The property owner gets a *master meter bill* from the utility. From this bill, the owner or billing company calculates each tenant's share of the charges for water or wastewater using an allocation method approved by the TCEQ.

How will my allocated bill be determined?

The TCEQ approved several methods for allocating utility bills, effective September 27, 2000. Any property using a different method had until September 27, 2001, to switch to *one* of the newly approved methods. The methods include various combinations of occupancy level, square footage and number of bedrooms, as well as the submetering of the hot or cold water. Alternatively, the owner may install *submeters* and begin billing on a submetered basis, or discontinue billing for utility service.

If you have questions about your bill, ask your property owner to explain what allocation method was

used and how the bill was calculated (see "What records must be made available to me concerning allocated service?" in this publication).

For more information on submetered water and wastewater billing, see TCEQ publication, *Tenant Guide to Submetered Water or Wastewater Service* (GI-277).

Is this practice legal?

Yes, Texas law allows owners or allocated service providers to bill tenants for water and wastewater service. Under this law, the TCEQ has adopted rules designed to provide safeguards for you, the tenant. The rules require the property owner to provide you with specific information about your bills and to include disclosures about their billing practices in your rental agreement. It is important for you to be familiar with these requirements because any billing disputes that arise must be resolved by you and the property owner, usually by working with the on-site manager.

What should my rental agreement include concerning allocated water or wastewater service?

Your rental agreement, lease, or a lease addendum, should disclose the following information:

- Disputes about the calculation of your bill are between you and the property owner.
- You will be billed on an allocated basis.
- You will be billed for water and/or wastewater.
- You have the right to receive information from the owner to verify your utility bill.
- A clear description of the allocation method the property owner will use to calculate your bill.
- The average monthly water/wastewater bill for all dwelling units in the previous calendar year, and the highest and the lowest bill in that year.
- The date bills are usually issued.

- The date bill payments are usually due.
- The number of days it will take to repair a leak in your dwelling unit, after you have reported it in writing.
- The number of days it will take to repair a leak in an unmetered common area that you report in writing.

What utility charges can be passed through to tenants?

Allocated bills for water and wastewater may only include utility charges for water, wastewater, and surcharges directly related to those services. Tenants may not be charged for fees the utility has billed the owner for a deposit, disconnect, reconnect, late payment, or other similar fee. Texas law does not allow property owners to profit from allocated billing by adding extra fees or hidden charges to water and wastewater bills.

What about water or wastewater that is used outside dwelling units in common areas?

Common areas include pools, laundry rooms, and installed irrigation systems for landscaping. Before applying the selected allocation method, the owner must first subtract charges related to common areas, as required by TCEQ rules.

What records must be made available to me concerning allocated service?

The TCEQ rules require property owners to make the following billing records available to you for inspection at the manager's office during normal business hours. The owner or manager may ask you to submit a written request to view this information. Records routinely kept at the on-site manager's office should be made available within *three days*.

Records routinely kept elsewhere must be made available within *15 days* of receiving your written request. If there is no on-site manager's office, the owner must make copies of requested information available at your dwelling unit, at a time agreed to by you, within *30 days* of receiving your written request.

Information that must be made available to you includes:

- the statute that allows owners to bill tenants for water and wastewater service (Texas Water Code, Chapter 13, Subchapter M),

- TCEQ rules that regulate this practice (Title 30, Texas Administrative Code, Chapter 291, Subchapter H),
- rates charged to the property by the utility,
- bills from the utility to the property,
- data on occupancy and square footage used to calculate allocated bills,
- calculations showing deductions for common areas (if applicable),
- total amount billed to tenants each month for water/wastewater,
- total amount collected from tenants each month for water/wastewater,
- any other information you may need to calculate and verify your water/wastewater bill, and
- conservation tips.

What information must be included on my allocated bill?

- Tenant's name and address.
- Amount due for dwelling unit base charge or customer service charge, or both, if applicable.
- Amount due for water and/or wastewater.
- Payment due date.
- Name of the retail public utility and a statement that the bill is not from the retail public utility.
- Name of the billing company, if applicable.
- Name, address, and telephone number of the party to whom payment is to be made.
- Name or title, address, and phone number of the company or person to be contacted about a dispute.

How do I dispute an allocated bill?

Disputes about the calculation of your bill are between you and the property owner. You are encouraged to file billing disputes *in writing* with the person identified on your bill to contact about disputes--usually the owner, the on-site manager, or a billing company. The owner or designated person must then investigate the dispute and report the results of the investigation to you in writing. The investigation and report must be completed within *30 days* from the date you provide written notification. If you find that a TCEQ rule has been violated, please

document your findings and contact the TCEQ at the address provided at the end of this publication.

When is my allocated bill due?

Your bill is due on receipt. Your payment will be considered late if it is not received within *16 days* after the bill is mailed or hand-delivered to you. The owner may then issue a disconnection notice indicating your water or wastewater service will be disconnected, if payment is not received.

Can my water or wastewater service be disconnected for nonpayment?

No, your service cannot be disconnected for nonpayment.

Can the owner or allocated service provider change the way I am billed?

No, not unless:

- the owner has given you notice of the proposed change at least *35 days* prior to implementing the new method;
- your existing lease has expired, or you are willing to sign a new lease before the current lease expires; and
- you have agreed to the change by signing a lease or other written agreement.

For more information:

This guide summarizes only some of the TCEQ rules regarding allocated billing. A property owner must be familiar with, and comply with, all applicable state laws and rules. Tenants are encouraged to refer to those sources for additional, detailed information.

Violations of TCEQ rules should be documented in writing and sent to: Utilities & Districts Section, MC-153, TCEQ, P.O. Box 13087, Austin, TX 78711-3087.

You may also call the Utilities & Districts Section at 512-239-4691, or visit the TCEQ Web site at (www.tceq.state.tx.us).

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

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

- 1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 095 in the The Winrock Apartments
- Apartments in Houston, Texas
OR
the house, duplex, etc. located at _____ (street address)
in _____, Texas.
- 2. Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.
- 3. Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 4. Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
- 5. Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
- 6. Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
- 7. Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
- 8. Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 41, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
- 9. Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$10000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.
- 10. Security deposit.** Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$ _____
☐ effective at time of installation or ☐ effective within _____ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc.
- 11. When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
- 12. Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Resident or Residents

~~[All residents must sign here]~~

John Doe

Bill ~~Bob~~

Jane Doe

Owner or Owner's Representative

[signs here]

Date of Lease Contract

May 28, 2013

LEASE ADDENDUM FOR
ALLOCATING NATURAL GAS COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 095 in the The Winrock Apartments

_____ Apartments
in Houston, Texas.

2. **Reason for allocation.** When natural gas bills are paid by the property owner, residents have no incentive to conserve gas and heat. This results in a waste of our state's natural resources and adds to the overhead of the property--and that usually means higher rents. On the other hand, allocation of gas raises everyone's awareness of the need to conserve gas and heat and to pay attention to the thermostat and heat loss through open doors or windows. It should therefore minimize the necessity for rent increases to cover wasteful practices of other residents regarding heating and gas consumption.

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

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

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

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

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

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

☐ Per dwelling unit

☐ Other formula (*see attached page*)

5. **Common area deduction.** Only the total mastermeter gas bill will be allocated. Before the bill is allocated, a deduction of _____ percent will be made to cover estimated gas consumption in any common areas such as: (1) gas dryers and room heating in laundry rooms; or (2) hot water heating for pools, spas or laundry rooms. Penalties or interest for any late payment of the mastermeter gas bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 3.00 per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

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

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

Resident or Residents
[All residents must sign here]

John Doe

Billy Bob

Jane Doe

Owner or Owner's Representative
[signs here]

Date of TAA Lease Contract

May 28, 2013

LEASE ADDENDUM FOR INTRUSION ALARM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 095 in the The Winrock Apartments in Houston, Texas.

2. **Intrusion alarm.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm is (check one) ☐ required or ☒ optional. You are responsible for all false alarm charges for your dwelling.

3. **Permit from city.** You (check one) ☒ do or ☐ do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, contact _____, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.

4. **Follow instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules, and procedures furnished to you by us. Instructions ☐ are attached or ☐ will be provided to you when you move in.

5. **Alarm company.** You (check one) ☒ will or ☐ will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) ☒ may choose your own alarm company or ☐ are required to use _____ as your alarm company. The alarm system is repaired and maintained by _____.

6. **Entry by owner.** Upon activation of the alarm system, you must immediately provide us (management) with your security code

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

7. **Repairs or malfunctions.** If the intrusion alarm malfunctions, you agree to (check one) ☒ contact your intrusion alarm company immediately for repair or ☐ contact us immediately for repair. The cost of repair will be paid by (check one) ☒ you or ☐ us. Do not tamper with the intrusion alarm system.

8. **No warranty.** We make no guaranties or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

9. **Liability.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

10. **Emergencies.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.

11. **Entire agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.

Resident or Residents
[All residents must sign here]

Owner or Owner's Representative
[signs here]

John Doe
Billy Bob
Jane Doe

Date of Lease Contract
May 28, 2013

LEASE ADDENDUM FOR
TRASH REMOVAL AND RECYCLING COSTS--FLAT FEE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 095 in the The Winrock Apartments

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

in _____, Texas.

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

3. **Flat fee for Trash/Recycling Costs.** You agree to pay a monthly fee of \$ 9.91 for the removal of trash and/or recycling for the apartment community. Your monthly rent under the TAA Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service.

A nominal administrative fee of \$ 3.00 per month (not to exceed \$3) will be added to your bill for processing and billing.

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

Resident or Residents
[All residents must sign here]

Owner or Owner's Representative
[signs here]

John Doe

Billy Bob

Jane Doe

Date of Lease Contract

May 28, 2013

LEASE ADDENDUM FOR
ADDITIONAL SPECIAL PROVISIONS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 095 in the The Winrock Apartments in Houston, Texas.

2. **Purpose.** The following special provisions become part of the Lease Contract:
Additional Addendums Included: Smoke Detector, Fire Extinguisher, Access Gates (2), Cameras, Parking, Resurfaced Counter Care, Trash, Records Update Form. All additional addendums signed at time of move in or after are binding throughout tenancy. If an addendum has been revised and signed by resident and a management rep., it takes the place of the previous related addendum.

Resident or Residents
[All residents must sign here]

John Doe

Billy Bob

Jane Doe

Owner or Owner's Representative
[signs here]

Date of TAA Lease Contract

May 28, 2013

John Doe, Billy Bob, Jane Doe



WELCOME HOME!!

The staff of The Winrock Apartments would like to welcome you to your new home and to help you make this move with ease. In order to familiarize you with our staff and community, below are some people who will be serving you and some important information about our community.

OFFICE HOURS:	Monday thru Friday	8:30 a.m. to 5:30 p.m.
	Saturday	10:00 a.m. to 5:00 p.m.
	Sunday	1:00 p.m. to 5:00 p.m.

OFFICE PHONE NUMBER: 713-784-6330
After hours, the phones are forwarded to the answering service. They will pick up to take a message and route the call to the proper person.

STAFF:	Management Company:	McDonald & Assoc., Inc
	Manager:	Teresa Fuller
	Maintenance:	Jack Pavon
	Leasing Agent/Assist:	Kathleen Edwards

AFTER HOUR EMERGENCIES ARE:
Please report these problems to us as soon as possible.

- Water damage/flooding - the faucets and toilets have cutoff valves
- Drain line stoppage/back up
- Electrical problems
- Fire

Air conditioning is important to all of us. If your a/c does not work, please turn off your unit. If it is not turned off, the compressor will be too hot to work on. In addition, since the unit is located on the roof, maintenance cannot work on the unit if it is dark or if it is raining. This also applies to roof leaks. If the roof should leak please place a bucket or some sort of container to catch the water to prevent damage.

In the event of an emergency of any nature other than maintenance or parking, please call 911 before calling the office number. This includes but is not limited to fire and crime. Remember, renter's insurance is strongly recommended to cover any damage to you or your property.

Again, Welcome to The Winrock! If we can be of assistance, please feel free to call.

PROPERTY POLICIES

These policies are in no way conclusive. They are in conjunction with the HAA Lease Contract and Addendums.

FEES, DEPOSITS & RENT:

Application fee is \$35.00 per applicant. This is a non-refundable administrative fee for the processing of the application.

Pet fee is non-refundable. \$100.00 for cats and \$300.00 for dogs

Deposits are:

- \$250.00 on all one bedrooms
- \$350.00 on all two bedrooms
- \$200.00 cat deposit *limit two*
- \$300.00 dog deposit
- \$300.00 clubhouse rental - *refundable if applicable.*
- \$35.00 gate remote

All deposits and a full month's rent are to be paid at the time of move in- the first month - no matter what day the move in is. This rent and deposits must be paid in full before the key is given to the new resident. The prorated rent of the move-in month is to be paid on the first of the following month - the second month.

MOVE-OUT PROCEDURES:

Deposit refunds, if applicable, and/or disposition will be returned by mail within thirty days of the date on the move-out sheet.

Cleaning requirements: Cleaning must be satisfactorily completed based upon the attached Resident Move-Out Cleaning Addendum

In General: The resident is responsible for damage to Winrock property including but not limited to: sheetrock, carpet, window coverings, appliances, etc.

PAYMENT OPTIONS

The Winrock offers a number of convenient payment options for its residents:

- Automatic Bank Draft *one-time or recurring*
- Visa
- MasterCard
- Discover
- Check
- Money Order
- Cash



For more information on payment options and setting up automatic monthly payments, please visit www.TheWinrock.com and access the Resident Portal.

CHECK POLICY

No third party - checks, cashier checks or money orders will be accepted. No post-dated checks will be accepted.

NSF/Closed Account/Stop Payment checks - Replacement payment will be accepted in money order or cashier's check form only. Checks will no longer be accepted; future payments must be paid by money order or cashier's check. A \$25.00 returned check fee will be charged, plus a \$25.00 late charge fee and a \$5.00 per day fee 'til payment is made in full.

LATE RENT POLICIES

Rent is due in The Winrock office by the close of the business day on the 3rd of the month in order to avoid a late charge. A \$25.00 late charge plus a \$5.00 per day late fee will be charged beginning on the fourth (4th) of the month. Payments made after the 3rd of the month must be made in money order or cashier's check

APARTMENT TRANSFERS

A resident can transfer to a new apartment when the lease expires or when moving to a larger apartment. A new lease must be signed, a new deposit is required (deposits are not transferable), and a \$75.00 transfer fee must be paid.

PARKING (See parking & towing addendum)

Within the fenced/gated parking area - One covered parking space is assigned to each apartment. The un-numbered spaces are available to residents on a first come basis. During the vacancy of an apartment, the corresponding parking space will be temporarily available; call The Winrock office for availability.

Parking in someone else's assigned space will not be tolerated and could result in towing.

Only Winrock residents are allowed to park their vehicle in the resident parking area-South side of apartment buildings within the fenced/gated area. Non-resident vehicles will be towed from this area.

TOWING (See parking & towing addendum)

Fire Lanes & Tow Away Zones - Vehicles will be towed at the vehicle owner's expense. Any unsightly, inoperable, abandoned, or vehicles with expired inspection or registration will be tagged and towed after 24 hours, at the vehicle owner's expense.

Management must be notified to have a vehicle towed. Please report the license plate # and a description of the vehicle that is in violation. The towing company will not tow a vehicle from a parking space without management notification.

RESIDENT PROBLEMS

All problems between residents are to be handled between the residents. Management will only intervene when one or both of the residents are in violation of the lease. If necessary, call the police.

PET POLICY (See pet addendum)

The pet agreement must be signed and in the resident's file. The pet deposit is \$200.00 per cat and \$300.00 per dog, limit two animals. Pet Fee is non-refundable - \$100.00 per cat and \$300.00 per dog. Unauthorized animals are not allowed on the property at any time for any reason. This includes animals belonging to a guest or visitor. Animals are not allowed to roam freely about the property; they must be supervised at all times.

(Exception: When complies with the American Disabilities Act)

WATERBEDS

Waterbeds are only allowed in ground floor apartments. A waterbed agreement must be signed and in the resident's file along with proof of insurance.

BAR-B-QUE GRILLS & CITY FIRE CODE

Because of the potential fire hazard (and fines), bar-b-que pits/grills must be used at least 10 feet from any building. This is a city ordinance and we **MUST** comply. The Houston Fire Code states:

No person shall operate a stove, oven or bar-b-que pits, upon any lot or premises outside of a building or enclosure when such stove, oven or bar-b-que pit is located less than ten (10) feet from any building. (Section 17-27.6 City of Houston Fire Code)

Flammable or combustible liquids shall not be stored (including stock for sale), near exits, stairways or areas normally used for the egress of people. (Section 17-15.29 City of Houston Fire Code). This would include liquid fire starter, motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.

COUNTERTOP CARE

Your new apartment may have received a new countertop before your moving in. Prior to use, a newly resurfaced item must be allowed to "cure" untouched for 48 hours. After curing, proper maintenance will prolong the surface's durability and appearance.

Harsh chemicals and abrasive cleansers will scratch, stain and weaken the new surface. For best results, please use a mild, non-abrasive liquid cleanser. We recommend the following products: Lysol Tub & Tile Cleaner, Fantastic, 409 and Windex. The following should be avoided: *Lime- Away, Lysol Toilet Bowl Cleaner, Bleach, Scouring Pads, Tilex, Visol, Oven Cleaner, Soft Scrub, Comet, Ajax, and any other products that contain abrasives.*

PLEASE NOTE: The acidic content of plant foods and fertilizers can cause stains. Please use with caution.

LAUNDRY:

Please do not hang laundry, clothes, rugs or bedding to dry or air out anywhere outside the apartments.

No bathing suits or towels are permitted to be hung outside. The laundry room has been provided for these purposes. Please help us keep the laundry room clean and pleasant for everyone by cleaning up after yourself before you leave.

MAINTENANCE:

Requests for maintenance and repairs should be made in person, by phone to the management office, or through our resident portal at www.thewinrock.com.

SWIMMING POOL POLICIES

1. When the maintenance staff is cleaning the pool, all persons must leave the pool. Cleaning will generally be done in the early morning hours.
2. Residents **MUST** accompany their visitors at ALL times when visitors are at the pool. Please be considerate of your neighbors and limit the number of visitors invited at any one time (especially on weekends). Visitors under the age of 18 years of age are not permitted inside the fenced pool area for any reason unless accompanied by an adult.
3. Please use only unbreakable containers in the pool area as Texas State Law prohibits bottles, glasses and other breakable objects around the pool area.
4. Receptacles have been provided for cigarette butts, beverage cans, and other refuse. Please dispose of refuse in the dumpsters located in the resident parking area. This will help in keeping the pool area clean and the drains clear.
5. Remove all pins, clips, rollers etc. from your hair before getting into the pool. These items can cause a great deal of damage to the pool and equipment.
6. Because of City of Houston Health Ordinances, pets are absolutely forbidden in or around the pool.
7. Regulation bathing suits must be worn at all times in the pool. Cut off shorts etc. are not allowed.

COMMUNITY APPEARANCE:

Porch, patio and balcony areas should not detract from the overall appearance of the apartment and may contain outdoor type furniture and potted plants only. Any exception must be approved in writing by the manager. Only approved apartment window coverings may be placed in the windows. It is the responsibility of the resident to maintain the landscape within the patio area.

KEYS & LOCKS:

After the initial issue of keys, any reissue of keys will be at the resident's expense at the rate shown below:

- Door Key \$ 5.00
- Mailbox Key \$ 5.00

To receive a mailbox key, the move in inventory sheet must be completed, signed and returned to The Winrock office.

LOCK OUTS:

Resident agrees not to change or alter locks at any time unless given written permission by the manager. A copy of the key must be given to management for emergencies. The charge for lock changes and lockouts is:

- During Office Hours \$25.00
- After Office Hours \$50.00

PRIVACY:

We do not share telephone or apartment numbers of our residents with others (unless they are with a state or federal agency). If you have a guest visiting or are expecting a delivery or repairperson, please call the office and let us know. We will not give access to anyone without specific written permission from you.

EXTERMINATING:

Your apartment will be exterminated once every three months. If you have a problem at any time however, please contact the office so we may include the apartment on the next schedule. You will be given notice before the treatment date and the exterminator will leave a notice in your apartment after the treatment. It is very important that you properly prepare for the treatment (the notification card provides guidelines).

APPLIANCES:

1. Garbage Disposal Use: It is very important that only small amounts of foodstuff be allowed to go into the garbage disposal. Only the small particles after you have removed the majority of debris from the sink. NEVER empty containers/large quantities of food/trimmings into the sink and garbage disposal. Doing so will cause major plumbing issues and you risk being charged for the damage and repairs.
2. Ovens: Use the vent hood fan while cooking. This will help pull the odors and heat generated. When broiling, leave the oven door slightly open and be sure not to have the racks too close to the element.
3. Dishwashers: Clean out the strainer after every use. Use only detergents made for dishwashers (using any other soap will cause flooding and a major mess). Do not put lightweight plastics in the dishwasher.
4. Air Conditioners: Keep all doors and windows closed when the a/c is in use. (If the doors/windows are open while unit is running, excessive moisture will be pulled into the apartment. Keep intake grills clear for airflow and change your a/c filter at least once a month.

AUTO REPAIR AND CAR WASHING:

AUTO REPAIR AND CAR WASHING:

Neither will be tolerated on the property. If your auto is in need of any repairs, it must be removed from the property. Never fuel, oil, grease or repair an auto on the property. Washing or detailing of vehicles is not allowed on the property.

WINDOW COVERINGS:

Do not block windows with cardboard, foil, bed sheets or colored draperies. In order to maintain a uniform appearance to the property, management reserves the right to designate window coverings.

APARTMENT INSURANCE:

We strongly urge you to have renter's insurance coverage for your belongings. Winrock property is covered by Winrock insurance but your property is not covered by our insurance.

WALLPAPER OR PAINT:

No wallpaper or paint may be applied in or around the apartment without permission from management. This is an automatic forfeiture of your deposit and could result in additional charges.

DISORDERLY CONDUCT:

Excessive noise and disorderly conduct will not be tolerated. This will constitute grounds for eviction.

GATE ACCESS:

Access to gate entrance of the parking lot is done with a gate transmitter. These transmitters are available from the office and require a \$35.00 deposit. This deposit is fully refundable upon return of the transmitter.

ADDITIONAL POLICIES:

The management maintains the right to make changes to policies and rules from time to time based on need and requirements. Notice of such changes and policies will be given in writing to the resident.

Resident agrees to abide by all rules and regulations of the community as stated in the special provisions of the lease agreement. Violation of these community policies can constitute eviction. Eviction does not release the resident from the responsibilities of fulfilling the lease.

Resident Signature

Management Signature

Resident Signature

B-108

Apt. #

Date

06/05/13 09:48 PM

Joshua Havens
Primary-ID:617593

IP 216.139.84.233 | 00 m 10 s on page

ESIGN

06/05/13 09:48 PM

Melinie Lukus
Co-applicant-ID:617594

IP 216.139.84.233 | 00 m 10 s on page

ESIGN

06/05/13 09:48 PM

Inez Medina
Owner/Manager

IP 216.139.84.233

ESIGN



Bar-b-que Pit Safety & Regulations

Dear Residents:

The Houston Fire Department has asked us to inform apartment residents of certain provisions of the Fire Code regarding open-flame cooking devices (BBQ pits) on balconies or patios. The following provisions of the Fire Code pertain to our property and are hereby added to our Community Policies for the property:

Fe 308.3.1- OPEN FLAME COOKING DEVICES

- Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048mm) of combustible construction.

EXCEPTIONS:

- One- and two-family dwellings
- Where buildings, balconies and decks are protected by an automatic sprinkler system

FC 308.3.1.1 - LP GAS-FUELED COOKING DEVICES

- LP gas burners having a LP gas container with a water capacity greater than 2.5 pounds [nominal 1-pound (0.454kg) LP gas capacity] shall not be located on combustible balconies or within 10 feet of combustible construction.

EXCEPTIONS:

- One- and two-family dwellings

In keeping in compliance with the Fire Code provisions mentioned above, the Fire Department has indicated that residents residing in *non-sprinkled* buildings are allowed to only store charcoal type grills and tabletop style propane gas grills that use no more than 2.5 lbs. propane cylinders (*small cylinders*) on patios or balconies. *The Fire Department has advised us that the removal of larger propane tanks from the pits they supply does not abate the above code requirements. You must remove the propane pit itself. Removal, and or placement of propane tanks inside the living units is strictly prohibited.*

Unless the porch or balcony is protected by a sprinkler head, the pit must be removed from the porch, if necessary, or removed from the balcony in order to comply with the 10 feet minimum distance requirement prior to use.

NOTE: The Fire Department has asked us to notify all residents that any resident failing to comply with this notice or code provisions will be in violation of the Fire Code and subject to possible citations issued by the Fire Marshal's office. Additionally, a violation of these

additional rules will constitute a violation by you of your lease and entitle the owner to pursue any rights or remedies as a result of your default.

The terms of this letter shall be effective as of the date signed by the resident(s) identified below. The undersigned resident(s) agrees to comply with the terms of this letter.

Resident(s):

Signature: _____

Name Printed: _____

Unit in which resident resides: _____

Date: _____

Signature: _____

Name Printed: _____

Unit in which resident resides: _____

Date: _____



Parking & Towing Policy

RESIDENT: John Doe, Billy Bob and Jane Doe

APT #095

DATE: 05/28/2013

American Wrecker Service has been contracted to service this property since July 5, 1995. Their phone number is (713) 681-9732. Listed below are rules and guidelines pertaining to parking and towing at The Winrock:

VEHICLES WILL BE TOWED IMMEDIATELY WITHOUT NOTICE FOR THE FOLLOWING VIOLATIONS:

1. PARKED IN A FIRE ZONE, TOW AWAY ZONE OR NO PARKING ZONE
2. PARKED IN A HANDICAP ZONE WITHOUT PROPER IDENTIFICATION
3. PARKED BLOCKING ANOTHER VEHICLE
4. PARKED BLOCKING DUMPSTERS
5. PARKED ON THE GRASS, SIDEWALKS AND/OR CURBS
6. PARKED BLOCKING THE ENTRANCE, EXIT OR FIRE ACCESS GATE
7. PARKED IN ANOTHER RESIDENT'S ASSIGNED SPACE
8. PARKED ON PROPERTY AND NOT DISPLAYING A VALID PARKING PERMIT (UNLESS IN VISITOR PARKING)
9. NOT PARKED FRONT-IN TOWARDS WALL OR FENCE
10. VEHICLES THAT ARE DEEMED TO POSE A PUBLIC SAFETY HAZARD

In addition, vehicles that incur any of the following violations listed below will be stickered with a warning and given 24 hours to correct the violation before the vehicle is towed, unless other arrangements are made with the office management:

1. VEHICLES THAT HAVE EXPIRED PLATES OR INSPECTIONS STICKERS
2. VEHICLES THAT DO NOT HAVE CURRENT LICENSE PLATES OR VEHICLE DESCRIPTIONS ON FILE WITH OFFICE MANAGEMENT (IT IS THE RESIDENT'S RESPONSIBILITY TO NOTIFY OFFICE MANAGEMENT OF ANY CHANGES)
3. VEHICLES THAT ARE INOPERABLE (MUST DRIVE TO OFFICE TO PROVE OPERABILITY)
4. VEHICLES THAT ARE ABANDONED OR NOT BEING DRIVEN (I.E. USING THE WINROCK PROPERTY AS A STORAGE FACILITY)
5. VEHICLES ON JACKS OR BLOCKS (SEE #10 ABOVE)

By signing this policy, I agree that both I, and any guests I may have, will comply with the aforementioned items fully and hold The Winrock Apartments and its affiliates harmless for any infractions incurred as a result of my violation of this policy.

Resident(s) Signature



Security & Safety

We care about your security, but we cannot guarantee it. In every apartment community in this city, crime occurs, just like in neighborhoods all over town. In addition to local law enforcement agencies, there are many aspects of our property that help prevent crime, but nothing is fool proof. At The Winrock Apartments we provide to each apartment: dead bolt locks, keyless deadbolt locks, peep holes and window latches. We maintain walkway/stairway lighting and access gates. We go over our apartments with you at the time of your move in. We inspect common grounds regularly. These matters are to help provide each of us a safer place to work and live. They are not however, fool proof.

Every area of Houston has some crime within it. It is a risk to each of us. If you would like to obtain information regarding the specific crime statistics for this geographic area, the local police substation can provide you with current information. Our police substation location is:

Houston Police Department 3203 South Dairy Ashford Houston, Texas 77082

281-584-4700

Non-Emergency # 713-222-3131

Emergency # 911

You can also access crime stats by area and other Houston crime related information on the HPD website.

<http://mycity.houstontx.gov/crime>

Westside

18th District

18F40

Resident(s): _____

Signature: _____

Name Printed: _____

Unit in which resident resides: _____

Date: _____

Signature: _____

Name Printed: _____

Unit in which resident resides: _____

Date: _____



Move-Out Cleaning Checklist

RESIDENT: John Doe, Billy Bob and Jane Doe

APT # 095

KITCHEN:

- ☐ Clean refrigerator, shelves, crisper, under crisper and under foot guard.
- ☐ Clean cupboards, under sink, tile, exhaust fan and faucet fixtures.
- ☐ Clean under burners, controls, burner rings and drip pans.
- ☐ Clean oven - be careful cleaner does not drip below or on floor:
- ☐ Clean and wax floor.

LIVING ROOM AND DINING ROOM:

- ☐ All carpets thoroughly vacuumed.
- ☐ Baseboards cleaned and finger marks or other marks cleaned off switches and walls.
- ☐ Windowsills cleaned and windows washed.
- ☐ Remove nails and picture hangers.

BEDROOMS:

- ☐ Same as Living Room and Dining Room.
- ☐ Closets vacuumed and clothes hangers removed.

BATHROOM:

- ☐ Tub, toilet, toilet tank, vanity bowl and cupboard cleaned.
- ☐ Clean chrome fixtures throughout, also exhaust fan.
- ☐ Medicine cabinet wiped and cleaned.
- ☐ Tile cleaned.
- ☐ Clean and wax floor.
- ☐ Clean shower, shower doors and shower door runners.

BALCONIES/PATIOS:

- ☐ Balconies/Patios cleaned and swept.
- ☐ All refuse disposed of properly.

TURN IN KEYS FOR APARTMENT AND MAILBOX WHEN FINISHED

Apartment Manager

Resident(s) Signature



Smoke Detector Addendum

THIS ADDENDUM shall become a part of the Apartment Lease Contract (“Agreement”) for Apartment No. **095** (“Unit”), at The Winrock Apartments, which Agreement is dated **05/28/2013**, between The Winrock, Ltd as Owner, and the resident(s) **John Doe, Billy Bob and Jane Doe**, (“You”) whether one or more.

1. Smoke Detector. You acknowledge that as of the date of initial occupancy, the Unit is equipped with one or more smoke detectors; that You have inspected the smoke detector(s); and that You find it/them to be in good working order.

2. Repair. You agree that it is your duty to regularly test the smoke detector(s). You further agree to notify owner immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and to notify owner of the need to install, inspect or repair the smoke detector(s). The Owner will comply with your request for inspection or repair within a reasonable time, considering the availability of material, labor and utilities. Provided, however, you agree that the Owner has no duty to inspect or repair the smoke detector if damage or a malfunction is caused by you, your family, or your guests or invitees during the term of the Agreement or a renewal or extension period, unless you pay in advance the reasonable repair or replacement cost, including labor, materials, taxes and overhead.

3. Maintenance. You agree to replace the smoke detector(s) battery, if any, at anytime the existing battery becomes unserviceable. YOU MUST NOT DISCONNECT OR INTENTIONALLY DAMAGE A SMOKE DETECTOR OR REMOVE THE BATTERY OF A SMOKE DETECTOR 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 PROVISION.

4. Replacement. You agree to reimburse the owner, upon request, for the cost of a new smoke detector and the installation thereof in the event the existing smoke detector(s) become damaged by you, or your family, guest or invitees.

5. Disclaimer. A. You acknowledge and agree that the owner is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s); that you assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s), regardless of whether such malfunction or failure is

attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector(s). B. NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER, ITS AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER NEITHER MAKES NOR ADOPTS ANY WARRANTY OR ANY NATURE REGARDING SAID SMOKE DETECTOR(S) AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY, OR ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, EXCEPT AS EXPRESSLY PROVIDED IN STATUTE, OWNER SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE SMOKE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE SMOKE DETECTOR(S); (3) THEFT OF THE SMOKE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE SMOKE DETECTOR(S). THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

6. Entire Agreement. The parties acknowledge that this Addendum and the Agreement are the entire agreements of the parties relative to smoke detector(s) in the above referenced unit. Any agreement that in any way varies the terms of this Addendum or the Agreement shall be unenforceable and completely void unless such agreement is in writing and signed by both parties. This Addendum is valid only for members of the HOUSTON APARTMENT ASSOCIATION.

7. Term. The Term of this Addendum shall be the same term as Agreement or any renewal or extension of the Agreement.

Executed on **05/28/2013**

RESIDENT(S):

OWNER/OWNER REPRESENTATIVE

Please read this Addendum completely.

It places a duty upon the resident to regularly test the smoke detector(s) and to report all malfunctions of the same to owner in writing.



Fire Extinguisher Addendum

This Addendum shall become a part of the Apartment Lease Contract ("Lease") dated **05/28/2013** by and between The Winrock, Ltd. ("Owner"), as "we", "us" or "our", and ("Resident", whether one or more), as "you" or "your", whereby Resident leased Apartment No. **095** ("Unit") at The Winrock Apartments. The purpose of this Addendum is to express the terms upon which Resident will be required to maintain a portable fire extinguisher ("Extinguisher") in the Unit. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, it is agreed as follows:

1. Providing the Extinguisher. Resident acknowledges that the Extinguisher has a gauge showing the charge and a minimum rating of I-A, I O-B: C and has either been (check as applicable):

☐ [] Provided to Resident at the beginning of Resident's possession of the Unit; or

☒ [x] Provided in the Unit at the beginning of Resident's possession of the Unit.

2. Maintenance and Operation of the Extinguisher. Resident represents that: (i) Resident will comply with all standards applicable to the location and placement of the Extinguisher in the Unit including (to the extent applicable) the standard adopted by the Houston Fire Department stating that the Extinguisher should be at the kitchen entryway, accessible and no closer than five (5) feet from the cooking appliance; and {ii) Resident knows how to use the Extinguisher in case of fire and will comply with all manufacturer's operating standards, guidelines and instructions with respect to the use, maintenance and operation of the Extinguisher. Resident further acknowledges that in the event the Extinguisher is in need of replacement, Resident shall be responsible for obtaining, at Resident's expense, a replacement extinguisher of the same type and quality as the Extinguisher and maintaining the replacement extinguisher in the Unit in accordance with this Addendum and applicable law.

3. Responsibility for the Extinguisher and Fire Damage or Loss. Resident represents that: (i) it is Resident's responsibility to maintain and properly use and operate the Extinguisher, and Resident will inquire with the Owner in the event that Resident has any questions with respect to the placement, location, use or operation of the Extinguisher; (ii) Owner is not the operator, manufacturer, distributor, retailer or supplier of the Extinguisher; (iii) to the fullest extent allowed-by law, Resident assumes responsibility for all risks and hazards contributed to, connected with or in any way related to the operation, malfunction or failure of the Extinguisher, regardless of whether such malfunction or failure is attributable to, connected with or in any way related to the use, operation, manufacturer, distribution, repair, servicing or installation of the Extinguisher; and (iv) neither Owner nor Owner's agents, employees or representatives have made any type of representation, warranty or promise or have undertaken or assumed any duties, whether expressed or implied or otherwise, relating to the Extinguisher or the performance of the Extinguisher. OWNER NEITHER MAKES, ADOPTS NOR ASSIGNS ANY WARRANTY OF NATURE REGARDING THE EXTINGUISHER AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSES, MERCHANTABILITY OR HABITABILITY OR ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. Resident acknowledges that owner is not liable for damage or loss to person or property caused by: (i) Resident's failure to inspect or maintain the Extinguisher in accordance with this Addendum and applicable law; (ii) Resident's failure to notify Owner, or Owner's failure to cure any problem, defect, malfunction or failure of the Extinguisher, unless otherwise required by law; or (iii) theft of the Extinguisher.

4. Fire Safety Guidelines. Resident acknowledges that due to the close proximity of units in any apartment community, every resident has a responsibility and an obligation to prevent fires. Accordingly, Resident agrees to use common sense and take proper precautions to promote fire safety and prevent fires from occurring including compliance with the following guidelines: (i) Never leave cooking food unattended; never pour water on grease fires; keep drip pan clean; (ii) Always have an ample supply of ashtrays around the Unit; never leave a cigarette unattended; make sure cigarettes are completely extinguished before discarding; never smoke in bed; (iii) Never barbeque on your balcony or porch or in any space where the barbeque pit is less than ten (10) feet from a wall; (iv) Always store matches and lighters in a secure place out of the reach of children; instruct children that matches and lighters are not toys and are not to be touched; (v) Inspect electrical cords on appliances and lamps; report faulty wiring to the apartment manager; never use extension cords under rugs or in doorways; replace and cut torn or ragged cords; (vi) Never store any type of flammable liquid anywhere in the apartment community; mechanical equipment

requiring flammable liquids should never be stored inside the Unit; (vii) Check with the apartment manager before using imitation logs; always use fire screens; do not leave a fire unattended; (viii) Never leave a burning candle or incense unattended; the diameter of the base of a candle must be at least one-half (1/2) the height of the candle or candle holder; never use candles for heat and never for a reading light on a bed or sofa. In case of a fire, Resident acknowledges that Resident should get Resident's family and all occupants of the Unit out fast using prearranged escape routes. In the event that Resident has any concerns or questions regarding fire safety, Resident agrees to call the local fire department to ask the appropriate questions. In the event of an emergency, Resident agrees to call 911.

5. Term. The term of this Addendum shall be the same as the Lease or any renewal or extension of the Lease.

6. Entire Agreement. The parties acknowledge that this Addendum and the Lease are the entire agreements of the parties relative to the Extinguisher. Any agreement that in any way varies the terms of this Addendum or the Lease shall be unenforceable and completely void unless such agreement is in writing and signed by both parties. To the extent there is any conflict with respect to the terms of the Addendum and the Lease, the terms of this Addendum shall control, to the extent allowed by applicable law.

Executed on **05/28/2013**

RESIDENT(S):

OWNER/OWNER REPRESENTATIVE
