



Control Number: 48454



Item Number: 12

Addendum StartPage: 0

DOCKET NO. 48454

COMPLAINT OF NZINGA HUGHES	§	PUBLIC UTILITY COMMISSION
AGAINST THE TRAILS AT DOMINION	§	
PARK, AB-GO TRAILS AT DOMINION	§	OF TEXAS
PARK PROPCO, LLC, NWP SERVICES	§	
CORPORATION, HARRIS COUNTY	§	
MUNICIPAL UTILITY DISTRICT NO.	§	
215, AND GOLDOLLER REAL ESTATE	§	
INVESTMENTS	§	

REALPAGE RESPONSE TO COMMISSION STAFF

COME NOW RealPage Utility Management, Inc. (fka NWP Service Corporation), Trails at Dominion Park, Ab-Go Trails at Dominion Park Propco, LLC and GoldOller Real Estate Investments ("Respondents") in response to Commission Staff's first request for information to RealPage Utility Management, Inc. The Response by RealPage Utility Management, Inc. on July 3rd, 2018 inadvertently did not include Trails at Dominion Park, Ab-Go Trails at Dominion Park Propco, LLC and GoldOller Real Estate Investments as Respondents. This has been corrected as described in Answer 1-3.

ANSWERS TO COMMISSION STAFF'S QUESTION NOS. STAFF 1-1 THROUGH STAFF 1-27

Staff 1-1 Provide a copy of Ms. Hughes's current lease, including any addendums.

Answer 1-1. Ms. Hughes' current renewal lease and all previous leases are attached as Exhibit 1-1. As the the current lease is a renewal, all documents are attached herein.

Staff 1-2 Provide a copy of Ms. Hughes's previous leases dating back to 2014, including any addendums.

Answer 1-2: All previous leases are attached as Exhibit 1-1 above.

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Staff 1-3 Provide the names of the entities RealPage Utility Management is representing in this matter.

Answer 1-3: RealPage Utility Management, Inc. (RealPage) is the third-party utility billing provider at the property (Trails at Dominion Park). As such, RealPage is in the best position to address the issues raised within this complaint for not only RealPage, but most of the other respondents including Trails at Dominion Park, AB-GO Trails at Dominion Park Propco, LLC, and Goldoller Real Estate Investments. As such, this response includes all of the above parties.

Staff 1-4 Provide an explanation of how the monthly water and sewer bills are calculated for tenants at Trails at Dominion Park.

Answer 1-4: Monthly water and sewer bills for tenants are calculated based on a combination of square footage and occupancy following 16 TAC §24.124(e)(2)(iv). The allocation formula is based 50% on the number of residents in a unit as a percentage of total residents on the property, with less weight given to each resident beyond the first in each unit and 50% on the square footage of a unit as a percentage of all total square feet of all units combined. Billing is not based upon individual metering. Furthermore, the property's utility costs are reduced by the required percentage of 5% for allocation of common area usage. This amount was determined due to the fact that the irrigation accounts are not included in the billing calculation. The occupancy portion is based on the factors established in 16 TAC §24.124(e)(2)(A)(ii).

Staff 1-5 Indicate how late payments are determined.

Answer 1-5: Resident are not charged a late payment fee on their tenant utility invoices.

Staff 1-6 Provide an explanation of the Central Harris Regional Water Authority (CHCRWA) fee.

Answer 1-6: The CHCRWA is the charge by the Central Harris County Regional Water Authority on the invoices to the Trails at Dominion Park from Harris County MUD #125. The charge is not directly from CHCRWA. The CHCRWA fee to the residents is a direct pass through of the charge from the water invoices.

Staff 1-7 How is the CHCRWA fee calculated?

Answer 1-7: The CHCRWA charge on the Harris County MUD#215 invoices are based on the measured consumption of water at the property. For the resident billing, the CHCRWA appears on 4 of the domestic water accounts and on 1 irrigation account. On a monthly basis, the sum of the CHCRWA charge on the domestic accounts are divided evenly between all apartments. This does not include the CHCRWA amount listed on the irrigation account.

Staff 1-8 Indicate any and all months, dating back to 2014, in which any tenants at Trails at Dominion Park received a water or sewer bill that encompassed a period greater than 30 days.

Answer 1-8: There were several periods in which the invoices from Harris County MUD#125 were greater than 30 days. Following 16 TAC §21.125(d), the tenant allocated bill periods match the property bill period duration causing slight variations in any given month. The list below are the months which were greater than 30 days.

31 Days: 7/16, 11/16, 3/17, 5/17, 9/17

32 Days: 2/15, 9/16, 10/16, 2/17, 6/17, 7/17, 6/18

33 Days: 6/16, 5/18

35 Days: 12/15

Staff 1-9 Indicate any and all months, dating back to 2014, in which any tenant at Trails at Dominion Park received a water or sewer bill calculated using usage projections from previous months.

Answer 1-9: The following list are the months in which the invoices from Harris County MUD#125 were not received by RealPage Utility Management. In these cases, the prior monthly invoice amount was used for billing purposes.

5/15; 8/15; 10/15; 2/16; 8/16; 12/16; 4/17; 5/17; 7/17; 8/17; 9/17; 11/17; 12/17;
2/18; 3/18; 4/18

Staff 1-10 Explain the method for adjusting a water or sewer bill that encompassed a period greater than 30 days.

Answer 1-10: When the billing period duration matches that of the utility provider, there is no need to make adjustments for periods greater than 30 days. Over time, the utility provider will issue invoices for periods shorter than 30 days. For these periods, the tenant billing period duration is also shortened to match.

Staff 1-11 Explain the method for adjusting a water or sewer bill that was calculated using usage projections from previous months.

Answer 1-11: It would appear there were no adjustments to bill that were calculated using projections from previous months.

Staff 1-12 Have bills that were calculated using usage projections from previous months always been adjusted?

Answer 1-12: It would appear there were no adjustments to bill that were calculated using projections from previous months.

Staff 1-13 Is ReaPage Utility/NWP the third-party biller for Trails at Dominion Park? If the answer is yes, indicate the date on which RealPage/NWP became the third-party biller.

Answer 1-13: Yes, originally NWP was the third-party billing provider for the property Trails at Dominion Park. In the spring of 2016, RealPage, Inc. purchased NWP, merging billing operations into RealPage Utility Management. GoldOller Real Estate Investments and NWP originally entered into a Master Services Agreement for billing services on January 20th, 2015. NWP did not perform billing services prior to that date.

Staff 1-14 Provide all utility bills from Harris County MUD #215 to Trails at Dominion Park for the period of January 2017 through July 2018.

Answer 1-14: All available invoices are in the name of Ab-Go Trails at Dominion Park and are attached in Response to Staff 1-22.

Staff 1-15 Explain why tenants' utility bills began to show a separate line item for a "water base fee" beginning in January 2018.

Answer 1-15: The invoices from Harris County MUD#125 are limited in nature. They do not itemize the water and sewer charges. Rather, all water charges, both dwelling unit charges and consumption based, are grouped together as a single water charge. It was discovered at that time that there was an underlying dwelling unit base fee included in the charge. To further complicate the matter, this fee includes the first 2000 gallons for each apartment. Originally this was considered a usage charge and therefore not listed separately on the tenant bills. Research determined this charge was more accurately described as a dwelling unit base. Therefore, to be in compliant with 16 TAC §24.124, the hidden water dwelling unit base charge began to be itemized on the resident statements.

Staff 1-16 Explain why tenants' utility bills began to show a separate line item for a "sewer base fee" beginning in January 2018.

Answer 1-16: Just as the water charges as described above, sewer charges on the Harris County MUD#125 included unknown dwelling unit base charges. Therefore, to be in compliant with 16 TAC §24.124, the hidden sewer dwelling unit base charge began to be itemized on the resident statements.

Staff 1-17 Indicate whether the requisite utility deduction for common areas at Trails of Dominion Park have been applied each month since January 2014.

Answer 1-17: The monthly invoices used for billing are categorized based on type of service. There are a total of nine accounts for the property. Five accounts are separately metered irrigation and therefore not including in the resident billing calculations. The remaining four accounts are added together to determine the total property invoice amounts able to be billed to the property. As all the irrigation amount is separately metered and deducted, a further 5% is deducted following 16 TAC §24.124(e)(1)(B)(iii). Prior to April 2018, the only deduction was the removal of the irrigation accounts and no further deduction was applied. Removal of the accounts was presumed to cover all common usage at the property following 16 TAC §25.124(e)(1)(B)(i).

Staff 1-18 Indicate whether the requisite utility deduction for vacant apartments at Trails of Dominion Park have been applied each month since January 2014.

Answer 1-18: The water and sewer billing is based on a combination of the number of occupants and the total square footage of the property, following 16 TAC §24.124(e)(2)(iv). The CHCRWA fee is determined by dividing the total monthly expense by the total number of units at the property. In both cases, there is no necessarily a deduction for vacant units, but rather the vacate units are including in the calculation. As such, usage attributed to vacant units are not charged to the residents.

Staff 1-19 Provide the account information for any account that Trails at Dominion Park has with a Harris County MUD #215.

Answer 1-19: All invoices are in the name of Ab-Go Trails at Dominion Park as listed in Answer 1-20 below.

Staff 1-20 Provide the account information for any account that Ab-Go Trails at Dominion Park Propco, LLC has with a Harris County MUD #215.

Answer 1-20: There are a total of nine Harris County MUD#125 accounts at the property. Below is a list of each, as well as a basic description.

Account Number	Service Address	Basic Description
70050-1901113501	DP-W of Blue Ash Irr	Irrigation
70050-1901113601	Blue Ash & DP Irr	Irrigation
70050-1901113701	On Dp at Kuykendahl Irr	Irrigation
70050-1901113801	200 Dominion Pkwy	Domestic Usage
70050-1901113901	Blue Ash Phase 2	Domestic Usage
70050-1901114001	Dom Pkwy Phase 3	Domestic Usage
70050-1901114101	210 Dominion Pkwy Irr	Irrigation
70050-1901114201	220 Dominion Pkwy Irr	Irrigation
70050-1901114501	Blue Ash Phase 4	Domestic Usage

Staff 1-21 Provide the utility bills for any account that Trails at Dominion Park has with Harris County MUD #215 from January 2017 through May 2018.

Answer 1-21: All invoices are in the name of Ab-Go Trails at Dominion Park and are attached as Exhibit 1-22.

Staff 1-22 Provide the utility bills for any account that Ab-Go Trails at Dominion Park Propco, LLC has with a Harris County MUD #215 from January 2017 through May 2018.

Answer 1-22: All invoices that are available from January 2017 through May 2018 are attached as Exhibit 1-22.

Staff 1-23 How many water meters are active at Trails at Dominion Park?

Answer 1-23: There are nine water meters corresponding to the nine accounts at the property.

Staff 1-24 Provide the utility bills for any account that Ab-Go Trails at Dominion Park Propco, LLC had with Harris County MUD #215 from January 2017 through May 2018.

Answer 1-24: All invoices that are available from January 2017 through May 2018 are attached as Exhibit 1-22.

Staff 1-25 How can tenants review the accuracy of their water and sewer bills? Explain the process by which the information is made available.

Answer 1-25: All billing records are available for review as required by 16 TAC §24.122(e).
The first step in the process for question that the residents may have is to call the toll-free number on each statement. At that time, the customer service representative is able to review the residents account as well as provide description of the billing. If a resident would like more information, they may request the detailed records of the billing to confirm the accurate billing.

Staff 1-26 Has RealPage/NWP changed its billing method since January 2014? If the answer is yes, explain how.

Answer 1-26: The billing was updated in January of 2018. As described in Response 1-15 and 1-16, it was discovered that the Harris County MUD#125 included hidden base fees within the total water and sewer charges. When this was discovered, the billing was adjusted to accurately reflect the true nature of the charges on the Harris County MUD#125 invoices. It was also determined at that time that the CHCRWA charge on the invoice should not have been classified as a Utility service as defined by 16 TAC 24.121(c)(14). Technically this charge is not for drinking water, but for the overall CHCRWA fund even though the expense is determined by the amount of water measured by the property meters. As such, it was removed from the allocated water charges and appropriately listed separately on the resident statements as a separate billable item. The timeline below lists the billing methods details.

Current to January 2018:

Allocated Water and Sewer: Allocation 50% SqFt/50% Occupant Count
Water and Sewer dwelling unit fee: Total fee divided by total number of units
CHCRWA: Total fee divided by total number of units

Prior to December 2018:

Allocated Water and Sewer: Allocation 50% SqFt/50% Occupant Count
Water and Sewer dwelling unit fee: Included with allocated water/sewer above
CHCRWA: Included with allocated water/sewer above

Staff 1-27 When did the CHCRWA charges start appears on the Harris County MUD #215 invoices to Trails at Dominion Park?

Answer 1-27: We have no record of when the CHCRWA charge did not appear on invoices from Harris County MUD#125. Researching the CHCRWA, the water authority was established in 2003, so we can assume that is when the charges began to appear on Harris County MUD#125 invoices.

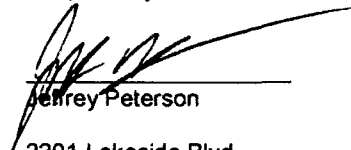
Staff 1-28 Provide all bills from CHCRWA to Trails at Dominion Park from January 2017 until May 2018.

Answer 1-28: All invoices are in the name of Ab-Go Trails at Dominion Park and are attached in Response to Staff 1-22. As the CHCRWA charge is not billed directly from CHCRWA, there are no other invoices to provide.

Prayer for Relief

WHEREFORE, PREMISES CONSIDERED, Respondents respectfully request that the Commission deny Complainant's Request for Relief and that the Commission issue an order dismissing this Complaint.

Respectfully submitted,



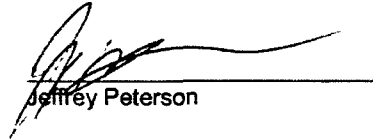
Jeffrey Peterson

2201 Lakeside Blvd
Richardson, TX 75082
Jeffrey.Peterson@RealPage.com

**Representative for
RealPage Utility Management, Inc.
(fka NWP Service Corp)
Trails at Dominion Park
Ab-Go Trails at Dominion Park Propco, LLC
GoldOller Real Estate Investments**

CERTIFICATE OF SERVICE

I, Jeffrey Peterson – Vice President Legal Counsel, certify that a copy of this document was serviced on all parties of record in this proceeding on October 1st, 2018 in the following manner: fax, hand-delivery, first class mail and/or Overnight delivery.



Jeffrey Peterson

Exhibit 1-1

RENEWAL LEASE AGREEMENT

THIS APARTMENT LEASE AGREEMENT (the "Lease") is made on 05/26/2017 by and between **GoldOller Real Estate Investments** as agent for the Owner, **AB-GO Trails at Dominion Park Propco, L.** (hereinafter referred to as "Manager" also known as "Operator") and **Nzinga Hughes** (hereinafter referred to as "Resident", whether one or more). "Resident's Invitees" shall be defined as Resident's family, guests, agents, occupants, and invitees. Manager, who is authorized to receive notices and correspondence on behalf of the Owner, maintains offices for management of the premises at **200 Dominion Park Dr, Houston, TX 77090-6722.**

1. **DEMISE.** In consideration of the payment by Resident of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all of the other covenants and conditions to be kept, performed and observed by Resident under this Lease, Manager hereby demises and leases the following premises to Resident:

Apartment No. **P1234**, located at **200 Dominion Park Dr. #1234, Houston, TX 77090**, in **The Trails At Dominion Park** (the "Apartment Community"), together with the fixtures and appliances and incidental personal property contained therein

2. **LEASE TERM.** The term of this Lease shall commence on **06/2/2017**, and shall expire on **08/01/2018**. A 60 day written notice of termination or intent to move out must be given by you or us as required by paragraph 19. Keys will be available when the Lease term commences. Resident may not occupy the premises prior to the term of this Lease.
3. **TERMINATION/HOLDOVER.** In the event Resident fails to vacate the premises upon expiration of the Lease, the Resident's continued occupancy shall be for a monthly term at a monthly market rental rate plus a premium that will be provided by the Manager. This amount is subject to change on a monthly basis with thirty (30) days' notice by Manager to Resident. If Resident is a holdover, either party may terminate the Lease by giving to the other party at least thirty (30) days' prior written notice. Any extension of the term of this Lease by holdover or otherwise shall not impair the obligations of Resident under this Lease; all other terms and conditions of this Lease shall continue.
4. **POSSESSION DELAY.** If there is a delay in the delivery of possession by Manager, due to construction, repairs, cleaning or a previous resident holding over, beyond the commencement day of the term, rent may be abated at manager's discretion on a daily basis until possession is granted. Manager shall not be liable for damages for delay in possession. Rent abatement or Lease Contract Termination does not apply if delay is for cleaning or repairs that do not prevent occupancy of the apartment.
5. **RENT AND OTHER ADDITIONAL RENT.** Resident agrees to pay Manager the sum of **\$619.00** per month as rental plus any additional amounts as stated on attached addendums. The rental reserved hereunder shall be payable in advance, without offset, deduction or demand, on or before the first day of each month during the term of this Lease, with NO grace period. Rent shall be payable at the designated rental office of Manager or at such other place or places as Manager may at any time or from time to time designate in writing to Resident. In the event Manager provides a rent drop box at the designated rental office, the risk of use of such drop box and risk of loss of the physical payment shall remain with the Resident. Unless and until such drop box payment has been taken out of such box by Manager, the parties agree that such payment has not been made. All rents must be paid in check form; no cash or third party checks accepted. The following items, although not collected on a monthly basis, shall be considered additional rent under this Lease Agreement: any deposits forfeited by Resident under a security deposit or other deposit, any "cancellation fees" paid for premature termination of Lease, damage charges, charges for late payment of rent, utility charges, and application fees.
6. **FIRST MONTH'S RENT PRORATED.** If the term of the Lease begins after the 1st day of the month, then the first month's rent shall be prorated. If the term of the Lease begins after the 25th of the month, payment of the next month's rent shall be paid simultaneously.
7. **LATE PAYMENT.** If the full rental payment is not paid by the 3 day of the month, the rent shall be increased **\$100.00** on the 4th day of the month, and shall be increased an additional **\$100.00** on the 16th day of the month if any amount remains unpaid. Such increases in rent are not "late fees", but rather charges that reflect the administrative and legal costs incurred by management due to Resident's default or good credit reinstatement. All rental payments received after the 5th of the month shall be paid by cashier's check or money order only. If Resident has more than three late rent payments within a twelve-month period, all future rent shall be payable by money order or cashier's check. After twelve consecutive months of timely payment of rent (including under any immediately prior lease or immediately succeeding lease), a personal check will be accepted.
8. **PARTIAL PAYMENTS.** Resident shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be partial payment only and shall be applied first to past due amounts and any non-rental obligations. Manager's acceptance of a partial payment is in no event a waiver of Manager's right to terminate this Lease for non-payment of rent or any other charges, and no notice or demand shall be required for enforcement thereof. No endorsement or statement on a check or letter accompanying any check or payment

shall be deemed to be an accord and satisfaction of the debt and Manager may accept such check or payment without prejudice to Manager's right to recover the balance of such rent or pursue any other remedy in this Lease.

- 9. RETURNED CHECK CHARGE.** If the bank dishonors Resident's check or if an electronic payment is rejected, Resident agrees to replace the check by cashier's check or money order. Resident further agrees to pay Management a returned check charge of **\$40.00** as additional rent in addition to the accrued late payment administrative cost due at the time the insufficient check is redeemed. Such returned check charge representing the administrative and legal costs incurred by management in processing a replacement check or electronic payment. If Resident gives Management two checks within a twelve-month period that are returned for insufficient funds or other non-payment, then all future rent shall be payable by money order or certified funds. After twelve consecutive months of timely payment of rent (including under any immediately prior lease or immediately succeeding lease), a personal check will be accepted.
- 10. USES AND OCCUPANCY OF PREMISES.** The premises shall be used by Resident only as a private residence consistent with the occupancy standards established for the community and in compliance with local laws and ordinances. The premises will be occupied only by (list all lease holding residents and occupants):

Residents. Nzinga Hughes

Occupant First Name	Occupant Last Name
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Resident will not permit unauthorized occupants or pets to live in the apartment. Guests shall not be permitted to stay for more than 7 days within a six-month period. Guests occupying the premises for longer periods must be approved by Manager in advance. Each licensed driver and/or licensed Lease Signer will be allowed to park one vehicle on the premises with a maximum of two vehicles per household unless otherwise authorized by management.

- 11. PETS.** No pets of any kind will be permitted in the unit, on the premises or at the Apartment Community unless approved by Manager in accordance with the pet rules and restrictions of the Apartment Community and unless a Pet Addendum is completed and attached hereto. Service Animals are not considered pets and will be permitted for an individual with a disability; however, a Pet Addendum will be required. Violation of the Pet Addendum or any pet rules and restrictions shall be deemed a violation of the Lease and may result in termination of the Lease.
- 12. UTILITIES.** All utility services including, without limitation, electric, gas, water, sewer and garbage collection may be provided to the premises at Resident's expense. Such utilities may be billed to Resident on a separate metering and/or billing basis either directly from the utility provider or on a, square footage or other billing basis as decided by Manager. Manager may modify the method by which utilities are furnished to the premises and/or billed to Resident during the term of this Lease including, but not limited to, metering of the premises for certain utility services or billing Resident for utilities previously included within the rent. Resident agrees to comply with the provisions of the Utility Addendum, attached hereto and made a part hereof, which further delineates the billing basis for utilities for the Apartment.

Resident must transfer utilities to the name of Resident on or before the move-in date and remains responsible for all utilities throughout the term of the Lease, including any monthly maintenance fees whether such utility is actually used. Resident shall be assessed a utility transfer fee of **\$75.00** per utility invoice received which is not transferred to Resident's name by date of move-in. Resident agrees to pay all utility charges assessed by utility companies (or Manager in the case of utilities billed to Resident by Manager) in connection with the use of all utility services provided to the premises during the term of this Lease, as such term may be extended, or the period of occupancy of the premises by the Resident, whichever is longer. The utility charges include, without limitation, utility usage fees and assessments, utility deposits, past due charges or fees assessed by the utility companies, transfer fees, and disconnect fees. If Resident fails to pay any utility charges, and Manager is assessed by the utility company for such charges, then Manager may pay these utility charges to such utility company and subtract a like amount from Resident's Security Deposit and expect immediate reimbursement from Resident. Violation of these provisions may result in termination of the Lease

Utilities must be kept on in the apartment at all times throughout the term of this Lease. Neither Manager nor Owner shall be liable for any interruption or failure of utility services required to be furnished by Manager to the premises or any damages directly or proximately caused thereby, the only obligation of Manager being reasonable diligence in its efforts to restore such services. Upon commencement of the term of this Lease, Manager shall furnish light bulbs and tubes of prescribed wattage for attached light fixtures provided by Manager; thereafter light bulbs and tubes shall be replaced by Resident, at Resident's sole expense.

- 13. TAMPERING WITH UTILITIES.** Residents shall not make or permit the making of any changes or alterations to, or interference with, the mechanical, electrical, sanitary, or other service systems of the Apartment Community, including, but not limited to, wiring and electrical facilities and other utility installations in or servicing the Apartment Community

14. **SECURITY DEPOSIT.** Upon signing this Lease, Resident shall deposit with Manager the sum of \$0.00 as a refundable Security Deposit to be held pursuant to the Refund of Security Deposit below. Resident acknowledges and agrees that no portion of the Security Deposit may be applied to rent due and payable under the Lease and Resident shall not withhold payment of the last month's rental, or any portion thereof, on grounds that the Security Deposit serves as security for the unpaid rentals. In the event resident attempts to use the Security Deposit as payment of the last month's rent, the security deposit shall be forfeited.

☒ Renewal Lease - Security Deposit Previously Credited

15. **PROPERTY SALE/OWNERSHIP TRANSFER.** In the event of a bona fide sale of the Apartment Community, Manager has the right to transfer the Lease and the security deposit to the vendee for the benefit of Resident. Manager and Owner shall be considered released by Resident from all liability for the return of the security. Resident agrees to look to the new manager and owner solely for the return of said security. This shall apply to every transfer or assignment made of the security to a new manager and/or owner.

16. **REFUND OF SECURITY DEPOSIT.** Manager agrees to refund the Security Deposit to Resident upon satisfaction of all of the following conditions or as otherwise required by applicable law

1. Expiration of the term of the Lease, and termination of the Lease in accordance with the provisions thereof.
2. Complete vacation of the entire premises by Resident on or before the date specified in the required written 60-day notice.
3. Resident must provide to Manager, in writing, their forwarding address and phone number
4. Payment by Resident of all rental and utilities required under the Lease, up to and including the date of expiration or termination of the Lease, or the full notice period, whichever is longer.
5. The premises, including all kitchen appliances (refrigerator, oven, range, dishwasher and microwave), bathrooms, closets, storage areas, patios/balconies, etc. have been thoroughly cleaned, so as to be in the same condition as were in on the commencement date of the term of the Lease, normal wear and tear excepted.
6. No defects or damages to premises, whether caused by Resident, pets, or otherwise, unless shown on a written list of damages and defects as set out in the Lease.

17. **ACCEPTANCE AND CARE OF PREMISES.** Resident has examined and accepted the premises. Within five (5) days of the Lease term commencing, Manager and Resident shall examine and inventory the premises utilizing a premises inspection form, which must be signed by both upon completion of the inspection. Resident shall use reasonable diligence in care of the premises and shall maintain the premises in a safe and sanitary condition, including but not limited to the timely and proper disposal of all garbage. No alterations, additions or improvements shall be made to the premises without the prior written consent of the Manager.

18. **LEASE RENEWAL AND NOTICE TO VACATE.** Manager may, but is not obligated to, offer Resident a notice to renew this Lease beginning at the end of the term of the current Lease. The new lease may include reasonable changes including rental amount. Manager may offer Resident a new lease 60 days (or such lesser time as allowed by statute) before the expiration of the current Lease. Resident shall give the Manager a written notice of their intent to vacate at least 60 days prior to vacating the premises. It is the Resident's responsibility to ensure that notice has been received. Resident's failure to comply with this requirement to give written notice of intent to vacate at least 60 days prior to move-out shall be a breach of this Lease Agreement.

NH (Initials)

19. **EARLY LEASE TERMINATION.** Provided Resident is not in default hereunder at the time of giving the notice, and strictly complies with all of the provisions of this paragraph, Resident may terminate this Lease Agreement before the expiration of the original term by:

- Giving Manager at least 30 days prior written notice; and
- Paying all monies due through the end of noticed termination date, including through the 30 notice period, whichever is longer; and
- Paying an additional amount equal to two month's rent (monthly lease rate X 2) by the end of the 30 day notice period; and
- Re-paying any special rent concession provided during the lease term also due by the end of the 30 day notice period.

All sums due under this Paragraph shall be paid to Manager prior to move-out. Resident shall also be entitled to terminate this Lease Agreement prior to the expiration date of its original term to the extent provided under applicable law. The foregoing shall not relieve Resident of any responsibilities and obligations regarding any damage to the premises

NH (Initials)

20. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if

- 1 You are a member of the U S Armed Forces or reserves on active duty or 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 are either given a change of station orders to permanently depart the local area deployed with a military unit for 90 days or more, given temporary duty orders in excess of 90 days duration or more assigning you to a location at least 25 miles or more from the leased residence, or are relieved or released from active duty.

If you qualify to terminate the Lease Contract under this clause, you may do so by providing us with a written notice of termination at least thirty (30) days in advance of your move. You must also provide us with permanent change of station orders, call up orders, deployment orders, or a letter from your commanding officer confirming the orders. Military permission for base housing does not constitute a permanent change of station order. Any security deposit held may be returned to you minus lawful deductions. Any Co-resident who is not your spouse or legal dependent cannot terminate the lease agreement under this clause.

- 21. DISPOSAL OF PROPERTY.** Upon termination of the Lease or if the apartment appears to have been abandoned, any personal property left behind will be considered abandoned, and Manager may dispose of it in accordance with applicable law.
- 22. SMOKE DETECTORS** Manager will furnish smoke detectors as required by statute and provide working batteries when Resident first takes possession. Subsequently, Resident is responsible to test and replace batteries as needed. Resident must immediately report any malfunctioning or defective smoke detector to Manager in writing. Resident acknowledges the terms of this paragraph and that such resident's smoke detector is working properly at the time of move-in. Smoke detectors may not be disconnected. Resident will be liable to Manager and third parties for any loss or damage from fire, smoke, or water if that condition arises from Resident's disconnecting or failing to replace batteries, or from failure to report malfunctions. RESIDENT IS ADVISED TO TEST THE SMOKE DETECTORS FREQUENTLY
- 23. CONDUCT** Resident and Resident's Invitees shall comply with all rules and regulations now or hereafter promulgated by Manager for the Apartment Community, including, without limitation, the printed rules and regulations attached hereto and incorporated herein by reference. Resident and Resident's Invitees covenant to obey all laws, ordinances, rules, regulations, requirements and orders of all governmental agencies or subdivisions having jurisdiction on said premises and the use and occupancy thereof, applicable to the premises and to engage in no activities in or on the premises or the Apartment Community of an illegal nature, purpose or intent. Resident and Resident's Invitees further covenant not to be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other residents of the Apartment Community, and Resident shall be responsible for the conduct of Resident's Invitees on the premises and in the common areas. Should Manager at any time determine that Resident's tenancy is undesirable by reason of breach of any of the covenants contained in this Lease or rules and regulations, including without limitation any illegal, objectionable or improper conduct on the part of Resident, Resident's Invitees, or by any of them causing annoyance to others, then in addition to any other remedies, Manager may terminate this Lease in accordance with the applicable law(s). The Manager reserves the right to amend and/or modify the rules and regulations of the Apartment Community at any time. Manager will notify Resident of said changes or amendments to the rules and regulations of the Apartment Community
- 24. LIABILITY** To the extent permitted by applicable law, Owner and/or Manager will not be liable to Resident or Resident's Invitees for any damage or losses to person or property caused by other persons, including theft, burglary, assault, vandalism or other crimes. To the extent permitted by applicable law, Owner and/or Manager will not be liable to Resident or Resident's Invitees, for personal injury or damage or loss of personal property from theft, vandalism, fire, flood, tornado, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, earthquake, storms, sewerage, streams, gas, sonic booms, smoke, electrical surge, interruption of utilities, or other causes whatsoever or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances unless such injury, loss or damage is caused by the gross negligence of Owner and/or Manager. Resident agrees to indemnify and hold Owner and/or Manager harmless from and against any and all claims for damages to property or person arising from Resident's use of the premises, or from any activity, work or thing done, permitted or suffered by Resident in or about the premises or the Apartment Community to the extent permitted by applicable state law. If any damage to the premises or Apartment Community occurs, caused by Resident or Resident's Invitees, which is deemed by Manager to be willful or malicious, then this Lease may be terminated forthwith in accordance with applicable state statute. If any of Manager's employees render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, the Owner, Manager or employee shall not be liable to any Resident for any such acts and Resident agrees to indemnify and hold Owner, Manager and employees of the Apartment Community harmless for such acts. Owner, Manager and Manager's employees are not liable for damage, loss or theft of Resident's packages or cleaning entrusted to Manager or Manager's employees.

NT (Initials)

25. DAMAGE OR DESTRUCTION OF PREMISES. Resident shall immediately notify Manager in the event of damage to the premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, including, without limitation, plumbing and electrical wiring. If the damages are such that occupancy can be continued, Manager shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Manager's opinion, the premises are damaged as to be unfit for occupancy, and Manager elects to make repairs, the rent provided in this Lease shall abate during the period of time when the premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event the premises are damaged or destroyed so as to be, in the sole opinion of the Manager, incapable of being satisfactorily repaired, then this Lease shall terminate and Resident shall be liable only for rental payments up to the date of such damage or destruction (provided that Resident or Resident's Invitees were not responsible for the damage or destruction). In the event any damage is caused by Resident or Resident's Invitees of either a negligent or malicious nature, Manager may terminate this Lease.

26. REIMBURSEMENT BY RESIDENT. Resident agrees to reimburse Manager promptly in the amount of any loss, property damage, or cost of repairs or service (including plumbing system failure), suffered at the Apartment Community caused by the acts, omissions or negligence of or improper use by Resident, Resident's pet or Resident's Invitees. By way of example, Resident shall be responsible for any damage resulting from windows or doors left open or cooking left unattended. Resident shall be responsible for any damage to the leased premises or other affected areas if damage occurs as a result of the Resident's failure to keep the premises at a temperature of 60 degrees or higher. Such reimbursement shall be due immediately upon demand by Manager. Manager's failure or delay in demanding damage reimbursements, late-payment charges, return check charges, or other sums due from Resident shall not be deemed a waiver thereof, and Manager may demand same at any time, including move-out. Any amounts due and payable under this paragraph shall be considered additional rent under the lease agreement.

27. FACILITIES AND AMENITIES. In consideration of the right to use the recreational, pool, or fitness center health facilities and amenities at the Apartment Community, to the extent permitted under applicable law, Resident acknowledges and agrees to reimburse for and hold harmless, indemnify and defend Owner and Manager against any and all property damage, loss, liabilities, liens and expenses arising directly or indirectly from use of such facilities and amenities by Resident or Resident's Invitees. Resident agrees, for itself and for Resident's Invitee's, to use reasonable care of such facilities and amenities and to comply with all rules to such facilities. Resident and any guests agree to assume all risks as to using the facilities.

 NH (Initials)

28. RENTER'S INSURANCE AND LIABILITY. Insurance coverage maintained by the Owner and/or Manager does not protect the Resident or Resident's invitees, person or property, whether located or stored inside or outside of the premises of the Apartment Community. All personal property kept in the premises, or on the premises, including any garage, carport or other space, shall be at the Resident's own risk. The Owner and/or Manager of the Community highly recommend that the Resident include in the Resident purchased Renter's Insurance Policy, Personal Property Coverage for those personal items of the Resident. The Resident and Resident's Insurer shall not hold the Owner, the Manager or the Manager's agent liable for claims from damage or injury normally covered by renters insurance, even if caused by the Owner's, Manager's or Manager's agent's negligence and Resident will look solely to his/her own insurance to indemnify and compensate for such damage or injury.

For the duration of the Lease Agreement, Lessee ("Resident") is required to maintain and provide the following minimum required insurance coverage:

- \$50,000 Limit of Liability for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, falling objects and collision with vehicles.

Lessee is required to furnish Lessor ("Landlord") with evidence of Minimum Required Insurance prior to occupancy of leased premises, at the time of each lease renewal period and prior to the expiration or termination of said policy. If at any time Lessee does not have Minimum Required Insurance, Lessee is in breach of the Lease Agreement and Lessor shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Minimum Required Insurance coverage and seek reimbursement from the Lessee for all costs and expenses associated with such purchase.

Lessee may obtain Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. **If Lessee does not maintain Minimum Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Lessor, who may schedule the Lessee's unit for coverage under the Landlord Required Legal Liability insurance policy ("LRLI").** The coverage provided under the LRLI will provide the Minimum Required Insurance coverage listed above. An amount equal to the total cost of the LRLI coverage (premium and administrative fee) shall be charged to Lessee by the Lessor. Some important points of this coverage, which Lessee should understand are:

- 1 LRLI is designed to fulfill the minimum insurance requirement of the Lease Agreement. Lessor is the Insured under the LRLI. Lessee is not the Insured under the LRLI policy.
2. LRLI coverage is not personal liability insurance or renters insurance. Lessor makes no representation that LRLI covers the Lessee's personal property (contents), additional living expense or liability arising out of bodily injury to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice.
- 3 Coverage under the LRLI policy may be more expensive than the cost of Minimum Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Minimum Required Insurance under this Lease Agreement
4. Licensed insurance agents may receive a commission on the LRLI policy.
5. The total cost to the Lessee for the Lessor obtaining LRLI coverage shall be \$10 00 per month. This includes the premium payable to the LRLI insurer and premium taxes and fees due to state governing bodies. No amount of this \$10 00 will be refunded or pro-rated if a new policy is brought in mid-month.

Scheduling under the LRLI policy is not mandatory and Lessee may purchase Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LRLI policy will be terminated by the Lessor.

 (Initials)

29. MANAGER'S OBLIGATIONS. Manager agrees to maintain all areas of the Apartment Community in a clean and sanitary condition, to make all reasonable repairs, subject to notification by Resident and Resident's obligation to pay for damages caused by Resident or Resident's Invitees, and to comply with all applicable state and local laws with respect to the premises and the Apartment Community. Manager's failure to fulfill the agreements contained herein shall not affect Resident's obligation to promptly pay the rent as and when the same shall become due and payable under this Lease, nor give Resident any right of abatement or withholding or escrowing of rental payments.

30. RIGHT OF ENTRY Manager shall have the right to enter upon the premises at all reasonable hours, including weekends, for the purpose of inspecting the same, making necessary repairs and maintenance and any other reasonable business purpose. Manager may access the premises during reasonable business hours for the purpose of pest control treatment, and Resident may not interfere with such treatment. Manager shall give Resident reasonable notice of its intent to enter except in the case of an emergency or if it is impracticable to do so. The parties agree that 24 hours' notice is reasonable notice in non-emergency situations. Such right of entry hereby granted to Manager shall include any and all reasonable business purpose connected with the ownership and operation of the Apartment Community and any business relating to the premises incident to the ownership and operation of said Apartment Community. Manager may also enter the premises if the same premises appear to have been abandoned by Resident, if Manager has good cause to believe the premises may be damaged or as otherwise permitted by law

31. DEFAULT BY RESIDENT If Resident fails to pay rent or other amounts owed by Resident under this Lease, or if Resident or Resident's Invitees violate this Lease, community rules, or applicable federal, state and local laws, or if Resident abandons the apartment, or if Resident permits unauthorized occupants or pets to reside at the apartment, Manager may terminate the Resident's right of occupancy in accordance with applicable law. Termination of possession rights or subsequent reletting by Manager shall not release Resident from liability for future rentals under this Lease. Acceptance of monies at any time will not waive Manager's right of property damages, past or future rent, or other sums due. Resident shall pay all costs and expenses, which are incurred or expended by Manager due to Resident's breach or default of the covenants and agreements of this Lease. Receipt of rent or the taking of any legal action shall not be construed as a confirmation or renewal of this Lease. The provisions of this paragraph are not in lieu of, but are in addition to, all other legal remedies available to Manager and/or Owner under state law and this lease agreement. The waiver by Manager of any default under this Lease committed by Resident shall not constitute nor be held or construed as a waiver of any subsequent or other default.

32. EVICTION. If you are in default, we may file a suit for possession. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due in accordance with local law, and 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 file or continue with eviction proceedings

33. WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, resident and manager agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Agreement shall be to a judge and not a jury.

34. SUBLETTING Resident shall not sub-let the apartment, secure a replacement resident or assign this Lease

- 35. MULTIPLE RESIDENTS OR OCCUPANTS.** 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 notice (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process.
- 36. RESIDENT INFORMATION.** If Resident has supplied information to Manager by means of a rental application or similar instrument, Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information proves to be false or misleading, Manager shall have the right to immediately terminate this Lease, in which event Resident shall immediately surrender the premises. If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.
- 37. NOTICES.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, certified or registered mail addressed to Resident and/or their occupant at the premises, and to Manager at the office address of the Apartment Community (or at such other address or addresses as Manager may at any time or from time to time designate to Resident). Personal delivery or posting to Resident's door of any such notice by Manager shall also be deemed effective delivery hereunder. Resident acknowledges that Manager has been authorized to manage the premises and to act for and on behalf of the Owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands. Notwithstanding the above, Resident's move-out notice is not deemed received until said notice is in the physical possession of Manager.
- 38. EMINENT DOMAIN.** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated. No compensation shall be payable to Resident by Manager and Resident shall not be entitled to share in the award of compensation received by Manager.
- 39. BINDING ON HEIRS.** All covenants contained herein shall be binding upon and inure to the benefit of Manager and Resident and their respective heirs, executors, administrators, assigns and successors. The Manager's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Manager from exercising any other right or remedy.
- 40. STORAGE.** In the event Manager provides Resident storage outside the premises, the following terms apply:
1. Additional Rent may be charged for the storage area
 2. Resident uses the storage area at their own risk. Manager is not responsible for any loss or damage to anything stored in the storage area.
 3. Manager is not liable for any injury to Resident or Resident's Invitees accessing the storage area.
 4. No flammable, hazardous or toxic substances or other dangerous materials may be kept in the storage area. No appliances may be plugged into electrical outlets.
 5. If personal property is left in storage after the Lease has been terminated, it will be considered abandoned
 6. No pets will be kept or stored in the storage areas
- 41. GENERAL.** No oral agreements have been entered into or implied with respect to this Lease. The Lease shall not be modified unless by an instrument in writing signed by Resident and an authorized agent of Manager. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Lease and for the payment and performance of this Lease. Each Resident states that he or she is of legal age to enter into a binding Lease for lodging. All obligations hereunder are to be performed in the county and state where the Apartment Community is located. Time is of the essence of the Lease. It is hereby acknowledged and agreed by the Resident that the law of the state where the premises are located shall govern the provisions of this Lease Agreement. Omission of initials within the Lease does not invalidate this Lease. This Lease shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation.
- 42. SEVERABILITY.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- 43. COUNTERPARTS.** One copy of this Lease, once executed, will be furnished to Resident and Manager will retain the original.
- 44. SECURITY ACKNOWLEDGEMENT AND WAIVER.** Neither Manager nor Owner promise or in any way guarantee the safety or security of Resident or Resident's Invitees person or property against the criminal actions of other residents or third parties. The responsibility of protecting Resident,

Resident's property and Resident's Invitees from acts of crime is the responsibility of the Resident and the law enforcement agencies.

From time to time, Manager may temporarily enlist the aid of supplemental security devices or services at the Apartment Community, however, no representation is being made that they will be effective or that they will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Manager reserves the right to reduce, modify or eliminate any security system, security devices, patrol services, or services (other than those statutorily required) at any time, and Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Manager or Owner. Resident agrees to promptly notify Manager in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, and any other security-related device.

Resident and Resident's Invitees acknowledge that no representations or warranties, either express or implied, have been made regarding the Apartment Community being free from or having lower rates of crime or as to any security or any security system at the Apartment Community. Manager has not in any way stated or implied to Resident that security of person or property is provided, promised or guaranteed or that the Apartment Community will be free of crime. To the extent permitted by applicable law, Resident agrees to release and hold harmless Manager and Owner from claims arising out of criminal acts of other residents and third parties. Resident acknowledges that the foregoing shall also be binding upon Resident's Invitees, Resident's heirs, successors and assigns.

NH (Initials)

45. CREDIT REPORTS. Resident agrees that in the event of a default under this Lease, and to the fullest extent permitted by applicable law, Resident hereby authorized Manager or its agent (including, without limitation, any third party collection agency) to obtain a consumer report under the Fair Credit Reporting Act which may be used in attempting to collect any defaulted payments or charges or for any other purpose permitted by law. In the event of a breach of this lease agreement, resident agrees and understands that the Manager and/or its agents may report any unpaid amounts to any credit bureau and understands that reporting such may have a negative impact on my credit file with such credit bureau(s)

46. FALSIFICATION OF INFORMATION. Resident represents that all information provided in the lease application is true and correct and agrees that the falsification of any information contained in the lease application shall constitute a default under this Lease.

47. MOLD AND MILDEW. Resident acknowledges that it is necessary for Resident to provide appropriate climate control in the Apartment Unit, keep the Apartment Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment Unit. Resident agrees to clean and dust the Apartment Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment Unit. Resident agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Apartment Unit, as well as in any storage room, garage or other common area, (ii) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area, (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Unit, and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Apartment Unit and Resident's property as well as injury to Resident and Resident's Invitees resulting from Resident's failure to comply with the terms of this paragraph

NH (Initials)

48. ATTACHMENTS [Check, identify and attach those applicable]. The following Attachments are incorporated herein.

Concession/Discount Addendum, if applicable
Co-Signer Addendum, if applicable
Yes -- Utility Addendum
Yes -- Pet Addendum
Yes -- Parking Addendum
Yes -- Washer/Dryer Addendum, if applicable
Yes -- Community Policies
Yes -- Bed Bug Addendum
Yes -- State Specific Addendum
Yes -- Access Addendum
Yes -- Lead-Based Paint Addendum, if applicable

Yes -- Asbestos Notification, if applicable

Yes -- Release of All Claims

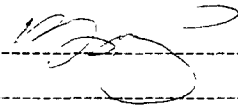
Yes -- Move in Inspection Form

I UNDERSTAND THIS IS THE LEASE AGREEMENT IN ITS ENTIRETY, INCLUDING ANY ADDENDA ATTACHED HERETO, THAT THIS IS A BINDING LEGAL CONTRACT AND THAT IT MAY NOT BE MODIFIED OR CHANGED EXCEPT BY A WRITTEN AGREEMENT SIGN BY ALL PARTIES HERETO AND THAT I HAVE READ THIS LEASE AND ALL ADDENDA AND ATTACHMENTS BEFORE SIGNING.

I ALSO UNDERSTAND THAT THIS LEASE REQUIRES RESIDENT TO GIVE MANAGER 60 DAYS WRITTEN NOTICE PRIOR TO MOVE-OUT.

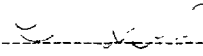
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

RESIDENT(S):



MANAGER: DATED 5/26/17

GoldOiler Real Estate Investments as agent for Owner and not individually

By: 

Authorized Agent on behalf of Owner and not individually

GOLDOLLER



UTILITY ADDENDUM

Addendum: This is an addendum to the lease contract executed on 04/27/2015 between **Nzinga Hughes** (Resident) and **AB-GO Trails at Dominion Park Propco, L** (Owner) for the dwelling you have agreed to rent. The dwelling address is **200 Dominion Park Dr. #1234, Houston, TX 77090** located in **The Trails At Dominion Park**.

Resident agrees to pay all utilities for the Dwelling Unit including, but not limited to, water, sewer, storm water, trash, gas electric and pest control and all service charges, deposits, taxes, fees and costs related to the provision and billing of the utility services to Resident including, but not limited to, administrative fees, meter reading fees, account set-up and final bill fees and vacant recovery fees ("Utility Service"). The method of metering or allocating the payment of Utility Services shall be as follows.

Metering/Allocation method key:

- a. Sub-metering of the Utility Service
- b. Utility Service is billed per a monthly flat rate
- c. Utility Service is allocated based on the number of occupants per Dwelling Unit
- d. Utility Service is allocated based on your Dwelling Unit size or occupied square footage of your Dwelling Unit
- e. Utility Service is allocated based on a combination of c and d (e.g. 50% occupancy, 50% square footage)
- f. Utility Service is allocated based on the following lawful formula _____

1. Utility

a. Water

Meter/Allocation method - e. Based Combo of c. and d.

Service to your apartment will be paid by you either:

No - Paid by owner, or
No - Directly to the service utility provider, or
No - Flat rate billing in the amount of \$ per month
Yes - 3 rd party billing company if applicable

b. Sewer

Meter/Allocation method - e. Based Combo of c. and d.

Service to your apartment will be paid by you either:

No - Paid by owner, or
No - Directly to the service utility provider, or
No - Flat rate billing in the amount of \$ per month
Yes - 3 rd party billing company if applicable

c. Stormwater

Meter/Allocation method -

Service to your apartment will be paid by you either

No - Paid by owner, or
No - Directly to the service utility provider, or
No - Flat rate billing in the amount of \$ per month
Yes - 3 rd party billing company if applicable

d. Trash

Meter/Allocation method - b. Flat rate per month

Service to your apartment will be paid by you either

No - Paid by owner, or
No - Directly to the service utility provider, or
Yes - Flat rate billing in the amount of \$10.00 per month
Yes - 3 rd party billing company if applicable

e. **Gas**

Meter/Allocation method -

Service to your apartment will be paid by you either.

- Paid by owner, or
- Directly to the service utility provider; or
- Flat rate billing in the amount of \$ per month
- 3 rd party billing company if applicable

f. **Electric**

Meter/Allocation method - a. Sub-metering of the utility

Service to your apartment will be paid by you either

No - Paid by owner; or
Yes - Directly to the service utility provider; or
No - Flat rate billing in the amount of \$ per month
Yes - 3 rd party billing company if applicable

g. **Other - Pest Control**

Meter/Allocation method - b. Flat rate per month

Service to your apartment will be paid by you either

Yes - Paid by owner, or
No - Directly to the service utility provider; or
Yes - Flat rate billing in the amount of \$3.00 per month
Yes - 3 rd party billing company if applicable

2. **Billing Methodologies:** The utility billing reallocation methods utilized by Owner is sub-metering and/or an allocation methodology. A Resident's Dwelling Unit is sub-metered when an individual water meter is installed in the apartment unit to measure water consumption. An allocation method is used when the Dwelling Unit does not have an individual water meter, but instead the Resident is billed for Utility Service based upon a pro-rata formula -see Metering/Allocation Method Key above. Where allowed by law, Owner may bill Resident for common area water and sewer consumption (e.g. irrigation, pool, clubhouse, laundry, etc.) and all water and sewer expenses incurred by the community, direct or indirect, in providing water and sewer service to the Owner. Owner and Resident agree that it is impractical or extremely difficult to determine the exact amount of the Utility Service consumed by Resident or in the common areas, but the methods used to determine Resident's share are reasonably accurate estimates. Owner may change the third party billing vendor or the methods of determining Resident's Utility Service, including any fees or rate increases by the local utility district, in Owner's sole discretion, and after providing thirty (30) days written notice to Resident or as required by state and local law.
3. **Administrative Fees/Late Fee:** Any utility that is billed by Owner or through our billing company must be paid within 14 days of the date of the utility bill. This amount is payable at the place indicated on your bill. Any dishonored checks will be subject to fees as indicated below. Failure to pay your utility bill is a material and substantial breach of your lease agreement and Owner will exercise all remedies available under the Lease Contract. If there is a billing or administrative fee or a set-up or final bill fee, these amounts are a part of the utility bill and must be paid as indicated below.

Administrative/Billing Fee-Trash and/or Pest Control	\$3.00
Administrative/Billing Fee-Water and Sewer	\$
Billing Fee	\$3.50
Account Set-up Fee	\$
Final Bill Fee	\$
Dishonored Check Fee	\$40.00

4. **Vacant Recovery Fees:** You will be charged for the full period of the time you were living in, occupying, or responsible for the payment of rent or utility charges on the apartment. If you breach the lease, you will be responsible for the utility charges for the period of time you were obliged to pay the charges under the Lease Contract. In the event that you fail to timely establish any utility service, or fail to maintain the service in your name at any time during the lease term, we may charge you for any utility service billed to us for your apartment plus an administrative fee of \$75.00 per occurrence.
5. **Interruption to Utility Service:** We are not responsible for any losses that may occur as a result of an outage, interruptions, or fluctuations in the utility service.

6. Equipment Tampering You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your lease and may be subject to eviction or other remedies and defined in the Lease Contract.

Lessee Signature

Date

5/4/15

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date

5/4/15

Management

Date

CONSIDER

RENEWAL LEASE AGREEMENT

THIS APARTMENT LEASE AGREEMENT (the "Lease") is made on 05/26/2016 by and between GoldOller Real Estate Investments as agent for the Owner, AB-GO Trails at Dominion Park Propco, L; (hereinafter referred to as "Manager" also known as "Operator") and Nzinga Hughes (hereinafter referred to as "Resident", whether one or more). "Resident's Invitees" shall be defined as Resident's family, guests, agents, occupants, and invitees. Manager, who is authorized to receive notices and correspondence on behalf of the Owner, maintains offices for management of the premises at 200 Dominion Park Dr, Houston, TX 77090-6722.

1. **DEMISE.** In consideration of the payment by Resident of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all of the other covenants and conditions to be kept, performed and observed by Resident under this Lease, Manager hereby demises and leases the following premises to Resident:

Apartment No. P1234, located at 200 Dominion Park Dr. #1234, Houston, TX 77090, in The Trails At Dominion Park (the "Apartment Community"), together with the fixtures and appliances and incidental personal property contained therein.

2. **LEASE TERM.** The term of this Lease shall commence on 5/26/2016, and shall expire on 6/20/2017. A 60 day written notice of termination or intent to move out must be given by you or us as required by paragraph 19. Keys will be available when the Lease term commences. Resident may not occupy the premises prior to the term of this Lease.
3. **TERMINATION/HOLDOVER.** In the event Resident fails to vacate the premises upon expiration of the Lease, the Resident's continued occupancy shall be for a monthly term at a monthly market rental rate plus a premium that will be provided by the Manager. This amount is subject to change on a monthly basis with thirty (30) days' notice by Manager to Resident. If Resident is a holdover, either party may terminate the Lease by giving to the other party at least thirty (30) days' prior written notice. Any extension of the term of this Lease by holdover or otherwise shall not impair the obligations of Resident under this Lease; all other terms and conditions of this Lease shall continue.
4. **POSSESSION DELAY.** If there is a delay in the delivery of possession by Manager, due to construction, repairs, cleaning or a previous resident holding over, beyond the commencement day of the term, rent may be abated at manager's discretion on a daily basis until possession is granted. Manager shall not be liable for damages for delay in possession. Rent abatement or Lease Contract Termination does not apply if delay is for cleaning or repairs that do not prevent occupancy of the apartment.
5. **RENT AND OTHER ADDITIONAL RENT.** Resident agrees to pay Manager the sum of \$619.00 per month as rental plus any additional amounts as stated on attached addendums. The rental reserved hereunder shall be payable in advance, without offset, deduction or demand, on or before the first day of each month during the term of this Lease, with NO grace period. Rent shall be payable at the designated rental office of Manager or at such other place or places as Manager may at any time or from time to time designate in writing to Resident. In the event Manager provides a rent drop box at the designated rental office, the risk of use of such drop box and risk of loss of the physical payment shall remain with the Resident. Unless and until such drop box payment has been taken out of such box by Manager, the parties agree that such payment has not been made. All rents must be paid in check form; no cash or third party checks accepted. The following items, although not collected on a monthly basis, shall be considered additional rent under this Lease Agreement: any deposits forfeited by Resident under a security deposit or other deposit, any "cancellation fees" paid for premature termination of Lease, damage charges, charges for late payment of rent, utility charges, and application fees.
6. **FIRST MONTH'S RENT PRORATED.** If the term of the Lease begins after the 1st day of the month, then the first month's rent shall be prorated. If the term of the Lease begins after the 25th of the month, payment of the next month's rent shall be paid simultaneously.
7. **LATE PAYMENT.** If the full rental payment is not paid by the 3 day of the month, the rent shall be increased \$100.00 on the 4th day of the month, and shall be increased an additional \$100.00 on the 16th day of the month if any amount remains unpaid. Such increases in rent are not "late fees", but rather charges that reflect the administrative and legal costs incurred by management due to Resident's default or good credit reinstatement. All rental payments received after the 5th of the month shall be paid by cashier's check or money order only. If Resident has more than three late rent payments within a twelve-month period, all future rent shall be payable by money order or cashier's check. After twelve consecutive months of timely payment of rent (including under any immediately prior lease or immediately succeeding lease), a personal check will be accepted.
8. **PARTIAL PAYMENTS.** Resident shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be partial payment only and shall be applied first to past due amounts and any non-rental obligations. Manager's acceptance of a partial payment is in no event a waiver of Manager's right to terminate this Lease for non-payment of rent or any other charges, and no notice or demand shall be required for enforcement thereof. No endorsement or statement on a check or letter accompanying any check or payment

shall be deemed to be an accord and satisfaction of the debt and Manager may accept such check or payment without prejudice to Manager's right to recover the balance of such rent or pursue any other remedy in this Lease.

9. **RETURNED CHECK CHARGE.** If the bank dishonors Resident's check or if an electronic payment is rejected, Resident agrees to replace the check by cashier's check or money order. Resident further agrees to pay Management a returned check charge of \$40.00 as additional rent in addition to the accrued late payment administrative cost due at the time the insufficient check is redeemed. Such returned check charge representing the administrative and legal costs incurred by management in processing a replacement check or electronic payment. If Resident gives Management two checks within a twelve-month period that are returned for insufficient funds or other non-payment, then all future rent shall be payable by money order or certified funds. After twelve consecutive months of timely payment of rent (including under any immediately prior lease or immediately succeeding lease), a personal check will be accepted.

10. **USES AND OCCUPANCY OF PREMISES.** The premises shall be used by Resident only as a private residence consistent with the occupancy standards established for the community and in compliance with local laws and ordinances. The premises will be occupied only by (list all lease holding residents and occupants):

Residents: Nzinga Hughes

Occupant First Name

Occupant Last Name

Resident will not permit unauthorized occupants or pets to live in the apartment. Guests shall not be permitted to stay for more than 7 days within a six-month period. Guests occupying the premises for longer periods must be approved by Manager in advance. Each licensed driver and/or licensed Lease Signer will be allowed to park one vehicle on the premises with a maximum of two vehicles per household unless otherwise authorized by management.

11. **PETS.** No pets of any kind will be permitted in the unit, on the premises or at the Apartment Community unless approved by Manager in accordance with the pet rules and restrictions of the Apartment Community and unless a Pet Addendum is completed and attached hereto. Service Animals are not considered pets and will be permitted for an individual with a disability; however, a Pet Addendum will be required. Violation of the Pet Addendum or any pet rules and restrictions shall be deemed a violation of the Lease and may result in termination of the Lease.

12. **UTILITIES.** All utility services including, without limitation, electric, gas, water, sewer and garbage collection may be provided to the premises at Resident's expense. Such utilities may be billed to Resident on a separate metering and/or billing basis either directly from the utility provider or on a square footage or other billing basis as decided by Manager. Manager may modify the method by which utilities are furnished to the premises and/or billed to Resident during the term of this Lease including, but not limited to, metering of the premises for certain utility services or billing Resident for utilities previously included within the rent. Resident agrees to comply with the provisions of the Utility Addendum, attached hereto and made a part hereof, which further delineates the billing basis for utilities for the Apartment.

Resident must transfer utilities to the name of Resident on or before the move-in date and remains responsible for all utilities throughout the term of the Lease, including any monthly maintenance fees whether such utility is actually used. Resident shall be assessed a utility transfer fee of \$75.00 per utility invoice received which is not transferred to Resident's name by date of move-in. Resident agrees to pay all utility charges assessed by utility companies (or Manager in the case of utilities billed to Resident by Manager) in connection with the use of all utility services provided to the premises during the term of this Lease, as such term may be extended, or the period of occupancy of the premises by the Resident, whichever is longer. The utility charges include, without limitation, utility usage fees and assessments, utility deposits, past due charges or fees assessed by the utility companies, transfer fees, and disconnect fees. If Resident fails to pay any utility charges, and Manager is assessed by the utility company for such charges, then Manager may pay these utility charges to such utility company and subtract a like amount from Resident's Security Deposit and expect immediate reimbursement from Resident. Violation of these provisions may result in termination of the Lease.

Utilities must be kept on in the apartment at all times throughout the term of this Lease. Neither Manager nor Owner shall be liable for any interruption or failure of utility services required to be furnished by Manager to the premises or any damages directly or proximately caused thereby, the only obligation of Manager being reasonable diligence in its efforts to restore such services. Upon commencement of the term of this Lease, Manager shall furnish light bulbs and tubes of prescribed wattage for attached light fixtures provided by Manager; thereafter light bulbs and tubes shall be replaced by Resident, at Resident's sole expense.

13. **TAMPERING WITH UTILITIES.** Residents shall not make or permit the making of any changes or alterations to, or interference with, the mechanical, electrical, sanitary, or other service systems of the Apartment Community, including, but not limited to, wiring and electrical facilities and other utility installations in or servicing the Apartment Community.

14. SECURITY DEPOSIT. Upon signing this Lease, Resident shall deposit with Manager the sum of \$0.00 as a refundable Security Deposit to be held pursuant to the Refund of Security Deposit below. Resident acknowledges and agrees that no portion of the Security Deposit may be applied to rent due and payable under the Lease and Resident shall not withhold payment of the last month's rental, or any portion thereof, on grounds that the Security Deposit serves as security for the unpaid rentals. In the event resident attempts to use the Security Deposit as payment of the last month's rent, the security deposit shall be forfeited.

☒ Renewal Lease - Security Deposit Previously Credited

15. PROPERTY SALE/OWNERSHIP TRANSFER. In the event of a bona fide sale of the Apartment Community, Manager has the right to transfer the Lease and the security deposit to the vendee for the benefit of Resident. Manager and Owner shall be considered released by Resident from all liability for the return of the security. Resident agrees to look to the new manager and owner solely for the return of said security. This shall apply to every transfer or assignment made of the security to a new manager and/or owner.

16. REFUND OF SECURITY DEPOSIT. Manager agrees to refund the Security Deposit to Resident upon satisfaction of all of the following conditions or as otherwise required by applicable law.

1. Expiration of the term of the Lease, and termination of the Lease in accordance with the provisions thereof.
2. Complete vacation of the entire premises by Resident on or before the date specified in the required written 60-day notice.
3. Resident must provide to Manager, in writing, their forwarding address and phone number.
4. Payment by Resident of all rental and utilities required under the Lease, up to and including the date of expiration or termination of the Lease, or the full notice period, whichever is longer.
5. The premises, including all kitchen appliances (refrigerator, oven, range, dishwasher and microwave), bathrooms, closets, storage areas, patios/balconies, etc. have been thoroughly cleaned, so as to be in the same condition as were in on the commencement date of the term of the Lease, normal wear and tear excepted.
6. No defects or damages to premises, whether caused by Resident, pets, or otherwise, unless shown on a written list of damages and defects as set out in the Lease.

17. ACCEPTANCE AND CARE OF PREMISES. Resident has examined and accepted the premises. Within five (5) days of the Lease term commencing, Manager and Resident shall examine and inventory the premises utilizing a premises inspection form, which must be signed by both upon completion of the inspection. Resident shall use reasonable diligence in care of the premises and shall maintain the premises in a safe and sanitary condition, including but not limited to the timely and proper disposal of all garbage. No alterations, additions or improvements shall be made to the premises without the prior written consent of the Manager.

18. LEASE RENEWAL AND NOTICE TO VACATE. Manager may, but is not obligated to, offer Resident a notice to renew this Lease beginning at the end of the term of the current Lease. The new lease may include reasonable changes including rental amount. Manager may offer Resident a new lease 60 days (or such lesser time as allowed by statute) before the expiration of the current Lease. Resident shall give the Manager a written notice of their intent to vacate at least 60 days prior to vacating the premises. It is the Resident's responsibility to ensure that notice has been received. Resident's failure to comply with this requirement to give written notice of intent to vacate at least 60 days prior to move-out shall be a breach of this Lease Agreement.

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19. EARLY LEASE TERMINATION. Provided Resident is not in default hereunder at the time of giving the notice, and strictly complies with all of the provisions of this paragraph, Resident may terminate this Lease Agreement before the expiration of the original term by:

- Giving Manager at least 30 days prior written notice; and
- Paying all monies due through the end of noticed termination date, including through the 30 notice period, whichever is longer; and
- Paying an additional amount equal to two month's rent (monthly lease rate X 2) by the end of the 30 day notice period; and
- Re-paying any special rent concession provided during the lease term also due by the end of the 30 day notice period.

All sums due under this Paragraph shall be paid to Manager prior to move-out. Resident shall also be entitled to terminate this Lease Agreement prior to the expiration date of its original term to the extent provided under applicable law. The foregoing shall not relieve Resident of any responsibilities and obligations regarding any damage to the premises.

NH (Initials)

20. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract if:

1. You are a member of the U.S. Armed Forces or reserves on active duty or 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 are either given a change of station orders to permanently depart the local area, deployed with a military unit for 90 days or more, given temporary duty orders in excess of 90 days duration or more assigning you to a location at least 25 miles or more from the leased residence, or are relieved or released from active duty.

If you qualify to terminate the Lease Contract under this clause, you may do so by providing us with a written notice of termination at least thirty (30) days in advance of your move. You must also provide us with permanent change of station orders, call up orders, deployment orders, or a letter from your commanding officer confirming the orders. Military permission for base housing does not constitute a permanent change of station order. Any security deposit held may be returned to you minus lawful deductions. Any Co-resident who is not your spouse or legal dependent cannot terminate the lease agreement under this clause.

21. **DISPOSAL OF PROPERTY** Upon termination of the Lease or if the apartment appears to have been abandoned, any personal property left behind will be considered abandoned, and Manager may dispose of it in accordance with applicable law.
22. **SMOKE DETECTORS.** Manager will furnish smoke detectors as required by statute and provide working batteries when Resident first takes possession. Subsequently, Resident is responsible to test and replace batteries as needed. Resident must immediately report any malfunctioning or defective smoke detector to Manager in writing. Resident acknowledges the terms of this paragraph and that such resident's smoke detector is working properly at the time of move-in. Smoke detectors may not be disconnected. Resident will be liable to Manager and third parties for any loss or damage from fire, smoke, or water if that condition arises from Resident's disconnecting or failing to replace batteries, or from failure to report malfunctions. RESIDENT IS ADVISED TO TEST THE SMOKE DETECTORS FREQUENTLY.
23. **CONDUCT.** Resident and Resident's Invitees shall comply with all rules and regulations now or hereafter promulgated by Manager for the Apartment Community, including, without limitation, the printed rules and regulations attached hereto and incorporated herein by reference. Resident and Resident's Invitees covenant to obey all laws, ordinances, rules, regulations, requirements and orders of all governmental agencies or subdivisions having jurisdiction on said premises and the use and occupancy thereof, applicable to the premises and to engage in no activities in or on the premises or the Apartment Community of an illegal nature, purpose or intent. Resident and Resident's Invitees further covenant not to be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other residents of the Apartment Community, and Resident shall be responsible for the conduct of Resident's Invitees on the premises and in the common areas. Should Manager at any time determine that Resident's tenancy is undesirable by reason of breach of any of the covenants contained in this Lease or rules and regulations, including without limitation any illegal, objectionable or improper conduct on the part of Resident, Resident's Invitees, or by any of them causing annoyance to others, then in addition to any other remedies, Manager may terminate this Lease in accordance with the applicable law(s). The Manager reserves the right to amend and/or modify the rules and regulations of the Apartment Community at any time. Manager will notify Resident of said changes or amendments to the rules and regulations of the Apartment Community.
24. **LIABILITY.** To the extent permitted by applicable law, Owner and/or Manager will not be liable to Resident or Resident's Invitees for any damage or losses to person or property caused by other persons, including theft, burglary, assault, vandalism or other crimes. To the extent permitted by applicable law, Owner and/or Manager will not be liable to Resident or Resident's Invitees, for personal injury or damage or loss of personal property from theft, vandalism, fire, flood, tornado, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, earthquake, storms, sewerage, streams, gas, sonic booms, smoke, electrical surge, interruption of utilities, or other causes whatsoever or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances unless such injury, loss or damage is caused by the gross negligence of Owner and/or Manager. Resident agrees to indemnify and hold Owner and/or Manager harmless from and against any and all claims for damages to property or person arising from Resident's use of the premises, or from any activity, work or thing done, permitted or suffered by Resident in or about the premises or the Apartment Community to the extent permitted by applicable state law. If any damage to the premises or Apartment Community occurs, caused by Resident or Resident's Invitees, which is deemed by Manager to be willful or malicious, then this Lease may be terminated forthwith in accordance with applicable state statute. If any of Manager's employees render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, the Owner, Manager or employee shall not be liable to any Resident for any such acts and Resident agrees to indemnify and hold Owner, Manager and employees of the Apartment Community harmless for such acts. Owner, Manager and Manager's employees are not liable for damage, loss or theft of Resident's packages or cleaning entrusted to Manager or Manager's employees.

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25. DAMAGE OR DESTRUCTION OF PREMISES. Resident shall immediately notify Manager in the event of damage to the premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, including, without limitation, plumbing and electrical wiring. If the damages are such that occupancy can be continued, Manager shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Manager's opinion, the premises are damaged as to be unfit for occupancy, and Manager elects to make repairs, the rent provided in this Lease shall abate during the period of time when the premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event the premises are damaged or destroyed so as to be, in the sole opinion of the Manager, incapable of being satisfactorily repaired, then this Lease shall terminate and Resident shall be liable only for rental payments up to the date of such damage or destruction (provided that Resident or Resident's Invitees were not responsible for the damage or destruction). In the event any damage is caused by Resident or Resident's Invitees of either a negligent or malicious nature, Manager may terminate this Lease.

26. REIMBURSEMENT BY RESIDENT Resident agrees to reimburse Manager promptly in the amount of any loss, property damage, or cost of repairs or service (including plumbing system failure), suffered at the Apartment Community caused by the acts, omissions or negligence of or improper use by Resident, Resident's pet or Resident's Invitees. By way of example, Resident shall be responsible for any damage resulting from windows or doors left open or cooking left unattended. Resident shall be responsible for any damage to the leased premises or other affected areas if damage occurs as a result of the Resident's failure to keep the premises at a temperature of 60 degrees or higher. Such reimbursement shall be due immediately upon demand by Manager. Manager's failure or delay in demanding damage reimbursements, late-payment charges, return check charges, or other sums due from Resident shall not be deemed a waiver thereof; and Manager may demand same at any time, including move-out. Any amounts due and payable under this paragraph shall be considered additional rent under the lease agreement.

27. FACILITIES AND AMENITIES. In consideration of the right to use the recreational, pool, or fitness center health facilities and amenities at the Apartment Community, to the extent permitted under applicable law, Resident acknowledges and agrees to reimburse for and hold harmless, indemnify and defend Owner and Manager against any and all property damage, loss, liabilities, liens and expenses arising directly or indirectly from use of such facilities and amenities by Resident or Resident's Invitees. Resident agrees, for itself and for Resident's Invitee's, to use reasonable care of such facilities and amenities and to comply with all rules to such facilities. Resident and any guests agree to assume all risks as to using the facilities.

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28. RENTER'S INSURANCE AND LIABILITY. Insurance coverage maintained by the Owner and/or Manager does not protect the Resident or Resident's invitees, person or property, whether located or stored inside or outside of the premises of the Apartment Community. All personal property kept in the premises, or on the premises, including any garage, carport or other space, shall be at the Resident's own risk. The Owner and/or Manager of the Community highly recommend that the Resident include in the Resident purchased Renter's Insurance Policy, Personal Property Coverage for those personal items of the Resident. The Resident and Resident's Insurer shall not hold the Owner, the Manager or the Manager's agent liable for claims from damage or injury normally covered by renters insurance, even if caused by the Owner's, Manager's or Manager's agent's negligence and Resident will look solely to his/her own insurance to indemnify and compensate for such damage or injury.

For the duration of the Lease Agreement, Lessee ("Resident") is required to maintain and provide the following minimum required insurance coverage:

- \$50,000 Limit of Liability for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, falling objects and collision with vehicles.

Lessee is required to furnish Lessor ("Landlord") with evidence of Minimum Required Insurance prior to occupancy of leased premises, at the time of each lease renewal period and prior to the expiration or termination of said policy. If at any time Lessee does not have Minimum Required Insurance, Lessee is in breach of the Lease Agreement and Lessor shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Minimum Required Insurance coverage and seek reimbursement from the Lessee for all costs and expenses associated with such purchase.

Lessee may obtain Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. **If Lessee does not maintain Minimum Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Lessor, who may schedule the Lessee's unit for coverage under the Landlord Required Legal Liability insurance policy ("LRLI").** The coverage provided under the LRLI will provide the Minimum Required Insurance coverage listed above. An amount equal to the total cost of the LRLI coverage (premium and administrative fee) shall be charged to Lessee by the Lessor. Some important points of this coverage, which Lessee should understand are:

1. LRLI is designed to fulfill the minimum insurance requirement of the Lease Agreement. Lessor is the Insured under the LRLI. Lessee is not the Insured under the LRLI policy.
2. **LRLI coverage is not personal liability insurance or renters insurance. Lessor makes no representation that LRLI covers the Lessee's personal property (contents), additional living expense or liability arising out of bodily injury to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice.**
3. Coverage under the LRLI policy may be more expensive than the cost of Minimum Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Minimum Required Insurance under this Lease Agreement.
4. Licensed insurance agents may receive a commission on the LRLI policy.
5. The total cost to the Lessee for the Lessor obtaining LRLI coverage shall be \$10.00 per month. This includes the premium payable to the LRLI insurer and premium taxes and fees due to state governing bodies. No amount of this \$10.00 will be refunded or pro-rated if a new policy is brought in mid-month.

Scheduling under the LRLI policy is not mandatory and Lessee may purchase Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LRLI policy will be terminated by the Lessor.

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29. **MANAGER'S OBLIGATIONS.** Manager agrees to maintain all areas of the Apartment Community in a clean and sanitary condition, to make all reasonable repairs, subject to notification by Resident and Resident's obligation to pay for damages caused by Resident or Resident's Invitees, and to comply with all applicable state and local laws with respect to the premises and the Apartment Community. Manager's failure to fulfill the agreements contained herein shall not affect Resident's obligation to promptly pay the rent as and when the same shall become due and payable under this Lease, nor give Resident any right of abatement or withholding or escrowing of rental payments.
30. **RIGHT OF ENTRY.** Manager shall have the right to enter upon the premises at all reasonable hours, including weekends, for the purpose of inspecting the same, making necessary repairs and maintenance and any other reasonable business purpose. Manager may access the premises during reasonable business hours for the purpose of pest control treatment, and Resident may not interfere with such treatment. Manager shall give Resident reasonable notice of its intent to enter except in the case of an emergency or if it is impracticable to do so. The parties agree that 24 hours' notice is reasonable notice in non-emergency situations. Such right of entry hereby granted to Manager shall include any and all reasonable business purpose connected with the ownership and operation of the Apartment Community and any business relating to the premises incident to the ownership and operation of said Apartment Community. Manager may also enter the premises if the same premises appear to have been abandoned by Resident, if Manager has good cause to believe the premises may be damaged or as otherwise permitted by law.
31. **DEFAULT BY RESIDENT.** If Resident fails to pay rent or other amounts owed by Resident under this Lease, or if Resident or Resident's Invitees violate this Lease, community rules, or applicable federal, state and local laws, or if Resident abandons the apartment, or if Resident permits unauthorized occupants or pets to reside at the apartment, Manager may terminate the Resident's right of occupancy in accordance with applicable law. Termination of possession rights or subsequent reletting by Manager shall not release Resident from liability for future rentals under this Lease. Acceptance of monies at any time will not waive Manager's right of property damages, past or future rent, or other sums due. Resident shall pay all costs and expenses, which are incurred or expended by Manager due to Resident's breach or default of the covenants and agreements of this Lease. Receipt of rent or the taking of any legal action shall not be construed as a confirmation or renewal of this Lease. The provisions of this paragraph are not in lieu of, but are in addition to, all other legal remedies available to Manager and/or Owner under state law and this lease agreement. The waiver by Manager of any default under this Lease committed by Resident shall not constitute nor be held or construed as a waiver of any subsequent or other default.
32. **EVICTION.** If you are in default, we may file a suit for possession. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due in accordance with local law, and 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 file or continue with eviction proceedings.
33. **WAIVER OF JURY TRIAL.** To minimize legal expenses and, to the extent allowed by law, resident and manager agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Agreement shall be to a judge and not a jury.
34. **SUBLETTING.** Resident shall not sub-let the apartment, secure a replacement resident or assign this Lease.

- 35. MULTIPLE RESIDENTS OR OCCUPANTS.** 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 notice (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents of the apartment for service of process.
- 36. RESIDENT INFORMATION.** If Resident has supplied information to Manager by means of a rental application or similar instrument, Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information proves to be false or misleading, Manager shall have the right to immediately terminate this Lease, in which event Resident shall immediately surrender the premises. If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.
- 37. NOTICES.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, certified or registered mail addressed to Resident and/or their occupant at the premises, and to Manager at the office address of the Apartment Community (or at such other address or addresses as Manager may at any time or from time to time designate to Resident). Personal delivery or posting to Resident's door of any such notice by Manager shall also be deemed effective delivery hereunder. Resident acknowledges that Manager has been authorized to manage the premises and to act for and on behalf of the Owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands. Notwithstanding the above, Resident's move-out notice is not deemed received until said notice is in the physical possession of Manager.
- 38. EMINENT DOMAIN.** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated. No compensation shall be payable to Resident by Manager and Resident shall not be entitled to share in the award of compensation received by Manager.
- 39. BINDING ON HEIRS.** All covenants contained herein shall be binding upon and inure to the benefit of Manager and Resident and their respective heirs, executors, administrators, assigns and successors. The Manager's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Manager from exercising any other right or remedy.
- 40. STORAGE.** In the event Manager provides Resident storage outside the premises, the following terms apply:
1. Additional Rent may be charged for the storage area.
 2. Resident uses the storage area at their own risk. Manager is not responsible for any loss or damage to anything stored in the storage area.
 3. Manager is not liable for any injury to Resident or Resident's Invitees accessing the storage area.
 4. No flammable, hazardous or toxic substances or other dangerous materials may be kept in the storage area. No appliances may be plugged into electrical outlets.
 5. If personal property is left in storage after the Lease has been terminated, it will be considered abandoned.
 6. No pets will be kept or stored in the storage areas.
- 41. GENERAL.** No oral agreements have been entered into or implied with respect to this Lease. The Lease shall not be modified unless by an instrument in writing signed by Resident and an authorized agent of Manager. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Lease and for the payment and performance of this Lease. Each Resident states that he or she is of legal age to enter into a binding Lease for lodging. All obligations hereunder are to be performed in the county and state where the Apartment Community is located. Time is of the essence of the Lease. It is hereby acknowledged and agreed by the Resident that the law of the state where the premises are located shall govern the provisions of this Lease Agreement. Omission of initials within the Lease does not invalidate this Lease. This Lease shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation.
- 42. SEVERABILITY.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
- 43. COUNTERPARTS.** One copy of this Lease, once executed, will be furnished to Resident and Manager will retain the original.
- 44. SECURITY ACKNOWLEDGEMENT AND WAIVER.** Neither Manager nor Owner promise or in any way guarantee the safety or security of Resident or Resident's Invitees person or property against the criminal actions of other residents or third parties. The responsibility of protecting Resident,

Resident's property and Resident's Invitees from acts of crime is the responsibility of the Resident and the law enforcement agencies.

From time to time, Manager may temporarily enlist the aid of supplemental security devices or services at the Apartment Community, however, no representation is being made that they will be effective or that they will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Manager reserves the right to reduce, modify or eliminate any security system, security devices, patrol services, or services (other than those statutorily required) at any time; and Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Manager or Owner. Resident agrees to promptly notify Manager in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, and any other security-related device.

Resident and Resident's Invitees acknowledge that no representations or warranties, either express or implied, have been made regarding the Apartment Community being free from or having lower rates of crime or as to any security or any security system at the Apartment Community. Manager has not in any way stated or implied to Resident that security of person or property is provided, promised or guaranteed or that the Apartment Community will be free of crime. To the extent permitted by applicable law, Resident agrees to release and hold harmless Manager and Owner from claims arising out of criminal acts of other residents and third parties. Resident acknowledges that the foregoing shall also be binding upon Resident's Invitees, Resident's heirs, successors and assigns.

NH (Initials)

45. CREDIT REPORTS. Resident agrees that in the event of a default under this Lease, and to the fullest extent permitted by applicable law, Resident hereby authorized Manager or its agent (including, without limitation, any third party collection agency) to obtain a consumer report under the Fair Credit Reporting Act which may be used in attempting to collect any defaulted payments or charges or for any other purpose permitted by law. In the event of a breach of this lease agreement, resident agrees and understands that the Manager and/or its agents may report any unpaid amounts to any credit bureau and understands that reporting such may have a negative impact on my credit file with such credit bureau(s).

46. FALSIFICATION OF INFORMATION. Resident represents that all information provided in the lease application is true and correct and agrees that the falsification of any information contained in the lease application shall constitute a default under this Lease

47. MOLD AND MILDEW. Resident acknowledges that it is necessary for Resident to provide appropriate climate control in the Apartment Unit, keep the Apartment Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment Unit. Resident agrees to clean and dust the Apartment Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment Unit. Resident agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the Apartment Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Unit; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Apartment Unit and Resident's property as well as injury to Resident and Resident's Invitees resulting from Resident's failure to comply with the terms of this paragraph.

NH (Initials)

48. ATTACHMENTS. [Check, identify and attach those applicable]. The following Attachments are incorporated herein.

Concession/Discount Addendum, if applicable
Co-Signer Addendum, if applicable
Yes -- Utility Addendum
Yes -- Pet Addendum
Yes -- Parking Addendum
Yes -- Washer/Dryer Addendum, if applicable
Yes -- Community Policies
Yes -- Bed Bug Addendum
Yes -- State Specific Addendum
Yes -- Access Addendum
Yes -- Lead-Based Paint Addendum, if applicable

Yes -- Asbestos Notification, if applicable

Yes -- Release of All Claims

Yes -- Move in Inspection Form

I UNDERSTAND THIS IS THE LEASE AGREEMENT IN ITS ENTIRETY, INCLUDING ANY ADDENDA ATTACHED HERETO, THAT THIS IS A BINDING LEGAL CONTRACT AND THAT IT MAY NOT BE MODIFIED OR CHANGED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY ALL PARTIES HERETO AND THAT I HAVE READ THIS LEASE AND ALL ADDENDA AND ATTACHMENTS BEFORE SIGNING.

I ALSO UNDERSTAND THAT THIS LEASE REQUIRES RESIDENT TO GIVE MANAGER 60 DAYS WRITTEN NOTICE PRIOR TO MOVE-OUT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

RESIDENT(S):

MANAGER: DATED: 6/6/16

[Signature] (Alzinga Hughes) GoldOller Real Estate Investments as agent for Owner and not individually

By: [Signature]

Authorized Agent on behalf of Owner and not individually

GOLDOLLER



RENEWAL LEASE AGREEMENT

THIS APARTMENT LEASE AGREEMENT (the "Lease") is made on 04/27/2015 by and between GoldOller Real Estate Investments as agent for the Owner, AB-GO Trails at Dominion Park Propco, L, (hereinafter referred to as "Manager" also known as "Operator") and Nzinga Hughes (hereinafter referred to as "Resident", whether one or more). "Resident's Invitees" shall be defined as Resident's family, guests, agents, occupants, and invitees. Manager, who is authorized to receive notices and correspondence on behalf of the Owner, maintains offices for management of the premises at 200 Dominion Park Dr, Houston, TX 77090-6722.

1. **DEMISE** In consideration of the payment by Resident of the rental payments required to be paid hereunder as and when the same shall become due and the performance of all of the other covenants and conditions to be kept, performed and observed by Resident under this Lease, Manager hereby demises and leases the following premises to Resident

Apartment No. P1234, located at 200 Dominion Park Dr. #1234, Houston, TX 77090, in The Trails At Dominion Park (the "Apartment Community"), together with the fixtures and appliances and incidental personal property contained therein.

2. **LEASE TERM** The term of this Lease shall commence on 5/1/2015, and shall expire on 4/30/2016. A 60 day written notice of termination or intent to move out must be given by you or us as required by paragraph 19. Keys will be available when the Lease term commences. Resident may not occupy the premises prior to the term of this Lease.
3. **TERMINATION/HOLDOVER** In the event Resident fails to vacate the premises upon expiration of the Lease, the Resident's continued occupancy shall be for a monthly term at a monthly market rental rate plus a premium that will be provided by the Manager. This amount is subject to change on a monthly basis with thirty (30) days' notice by Manager to Resident. If Resident is a holdover, either party may terminate the Lease by giving to the other party at least thirty (30) days' prior written notice. Any extension of the term of this Lease by holdover or otherwise shall not impair the obligations of Resident under this Lease; all other terms and conditions of this Lease shall continue.
4. **POSSESSION DELAY** If there is a delay in the delivery of possession by Manager, due to construction, repairs, cleaning or a previous resident holding over, beyond the commencement day of the term, rent may be abated at manager's discretion on a daily basis until possession is granted. Manager shall not be liable for damages for delay in possession. Rent abatement or Lease Contract Termination does not apply if delay is for cleaning or repairs that do not prevent occupancy of the apartment.
5. **RENT AND OTHER ADDITIONAL RENT** Resident agrees to pay Manager the sum of \$619.00 per month as rental plus any additional amounts as stated on attached addendums. The rental reserved hereunder shall be payable in advance, without offset, deduction or demand, on or before the first day of each month during the term of this Lease, with NO grace period. Rent shall be payable at the designated rental office of Manager or at such other place or places as Manager may at any time or from time to time designate in writing to Resident. In the event Manager provides a rent drop box at the designated rental office, the risk of use of such drop box and risk of loss of the physical payment shall remain with the Resident. Unless and until such drop box payment has been taken out of such box by Manager, the parties agree that such payment has not been made. All rents must be paid in check form, no cash or third party checks accepted. The following items, although not collected on a monthly basis, shall be considered additional rent under this Lease Agreement: any deposits forfeited by Resident under a security deposit or other deposit, any "cancellation fees" paid for premature termination of Lease, damage charges, charges for late payment of rent, utility charges, and application fees.
6. **FIRST MONTH'S RENT PRORATED** If the term of the Lease begins after the 1st day of the month, then the first month's rent shall be prorated. If the term of the Lease begins after the 25th of the month, payment of the next month's rent shall be paid simultaneously.
7. **LATE PAYMENT** If the full rental payment is not paid by the 3 day of the month, the rent shall be increased \$100.00 on the 4th day of the month, and shall be increased an additional \$100.00 on the 16th day of the month if any amount remains unpaid. Such increases in rent are not "late fees", but rather charges that reflect the administrative and legal costs incurred by management due to Resident's default or good credit reinstatement. All rental payments received after the 5th of the month shall be paid by cashier's check or money order only. If Resident has more than three late rent payments within a twelve-month period, all future rent shall be payable by money order or cashier's check. After twelve consecutive months of timely payment of rent (including under any immediately prior lease or immediately succeeding lease), a personal check will be accepted.
8. **PARTIAL PAYMENTS** Resident shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be partial payment only and shall be applied first to past due amounts and any non-rental obligations. Manager's acceptance of a partial payment is in no event a waiver of Manager's right to terminate this Lease for non-payment of rent or any other charges, and no notice or demand shall be required for enforcement thereof. No endorsement or statement on a check or letter accompanying any check or payment shall be deemed to be an accord and satisfaction of the debt and Manager may accept such check.

or payment without prejudice to Manager's right to recover the balance of rent or pursue any other remedy in this lease.

9. **RETURNED CHECK CHARGE.** If the bank dishonors Resident's check or if an electronic payment is rejected, Resident agrees to replace the check by cashier's check or money order. Resident further agrees to pay Management a returned check charge of \$40.00 as additional rent in addition to the accrued late payment administrative cost due at the time the insufficient check is redeemed. Such returned check charge representing the administrative and legal costs incurred by management in processing a replacement check or electronic payment. If Resident gives Management two checks within a twelve-month period that are returned for insufficient funds or other non-payment, then all future rent shall be payable by money order or certified funds. After twelve consecutive months of timely payment of rent (including under any immediately prior lease or immediately succeeding lease), a personal check will be accepted.
10. **USES AND OCCUPANCY OF PREMISES.** The premises shall be used by Resident only as a private residence consistent with the occupancy standards established for the community and in compliance with local laws and ordinances. The premises will be occupied only by (list all lease holding residents and occupants).

Residents: Nzinga Hughes

Occupant First Name

Occupant Last Name

Resident will not permit unauthorized occupants or pets to live in the apartment. Guests shall not be permitted to stay for more than 7 days within a six-month period. Guests occupying the premises for longer periods must be approved by Manager in advance. Each licensed driver and/or licensed Lease Signer will be allowed to park one vehicle on the premises with a maximum of two vehicles per household unless otherwise authorized by management.

11. **PETS.** No pets of any kind will be permitted in the unit, on the premises or at the Apartment Community unless approved by Manager in accordance with the pet rules and restrictions of the Apartment Community and unless a Pet Addendum is completed and attached hereto. Service Animals are not considered pets and will be permitted for an individual with a disability, however, a Pet Addendum will be required. Violation of the Pet Addendum or any pet rules and restrictions shall be deemed a violation of the Lease and may result in termination of the Lease.
12. **UTILITIES.** All utility services including, without limitation, electric, gas, water, sewer and garbage collection may be provided to the premises at Resident's expense. Such utilities may be billed to Resident on a separate metering and/or billing basis either directly from the utility provider or on a square footage or other billing basis as decided by Manager. Manager may modify the method by which utilities are furnished to the premises and/or billed to Resident during the term of this Lease including, but not limited to, metering of the premises for certain utility services or billing Resident for utilities previously included within the rent. Resident agrees to comply with the provisions of the Utility Addendum, attached hereto and made a part hereof, which further delineates the billing basis for utilities for the Apartment.
- Resident must transfer utilities to the name of Resident on or before the move-in date and remains responsible for all utilities throughout the term of the Lease, including any monthly maintenance fees whether such utility is actually used. Resident shall be assessed a utility transfer fee of \$75.00 per utility invoice received which is not transferred to Resident's name by date of move-in. Resident agrees to pay all utility charges assessed by utility companies (or Manager in the case of utilities billed to Resident by Manager) in connection with the use of all utility services provided to the premises during the term of this Lease, as such term may be extended, or the period of occupancy of the premises by the Resident, whichever is longer. The utility charges include, without limitation, utility usage fees and assessments, utility deposits, past due charges or fees assessed by the utility companies, transfer fees, and disconnect fees. If Resident fails to pay any utility charges, and Manager is assessed by the utility company for such charges, then Manager may pay these utility charges to such utility company and subtract a like amount from Resident's Security Deposit and expect immediate reimbursement from Resident. Violation of these provisions may result in termination of the Lease.
- Utilities must be kept on in the apartment at all times throughout the term of this Lease. Neither Manager nor Owner shall be liable for any interruption or failure of utility services required to be furnished by Manager to the premises or any damages directly or proximately caused thereby, the only obligation of Manager being reasonable diligence in its efforts to restore such services. Upon commencement of the term of this Lease, Manager shall furnish light bulbs and tubes of prescribed wattage for attached light fixtures provided by Manager; thereafter light bulbs and tubes shall be replaced by Resident, at Resident's sole expense.
13. **TAMPERING WITH UTILITIES.** Residents shall not make or permit the making of any changes or alterations to, or interference with, the mechanical, electrical, sanitary, or other service systems of the Apartment Community, including, but not limited to, wiring and electrical facilities and other utility installations in or servicing the Apartment Community.
14. **SECURITY DEPOSIT.** Upon signing this Lease, Resident shall deposit with Manager the sum of \$0.00 as a refundable Security Deposit to be held pursuant to the Refund of Security Deposit below. Resident acknowledges and agrees that no portion of the Security Deposit may be applied to rent.

due and payable under the Lease and Resident shall not withhold payment of the last month's rental, or any portion thereof, on grounds that the Security Deposit serves as security for the unpaid rentals. In the event resident attempts to use the Security Deposit as payment of the last month's rent, the security deposit shall be forfeited.

☒ Renewal Lease - Security Deposit Previously Credited

15. PROPERTY SALE/OWNERSHIP TRANSFER. In the event of a bona fide sale of the Apartment Community, Manager has the right to transfer the Lease and the security deposit to the vendee for the benefit of Resident. Manager and Owner shall be considered released by Resident from all liability for the return of the security. Resident agrees to look to the new manager and owner solely for the return of said security. This shall apply to every transfer or assignment made of the security to a new manager and/or owner.

16. REFUND OF SECURITY DEPOSIT. Manager agrees to refund the Security Deposit to Resident upon satisfaction of all of the following conditions or as otherwise required by applicable law:

1. Expiration of the term of the Lease, and termination of the Lease in accordance with the provisions thereof.
2. Complete vacation of the entire premises by Resident on or before the date specified in the required written 60-day notice.
3. Resident must provide to Manager, in writing, their forwarding address and phone number.
4. Payment by Resident of all rental and utilities required under the Lease, up to and including the date of expiration or termination of the Lease, or the full notice period, whichever is longer.
5. The premises, including all kitchen appliances (refrigerator, oven, range, dishwasher and microwave), bathrooms, closets, storage areas, patios/balconies, etc. have been thoroughly cleaned, so as to be in the same condition as were in on the commencement date of the term of the Lease, normal wear and tear excepted.
6. No defects or damages to premises, whether caused by Resident, pets, or otherwise, unless shown on a written list of damages and defects as set out in the Lease.

17. ACCEPTANCE AND CARE OF PREMISES. Resident has examined and accepted the premises. Within five (5) days of the Lease term commencing, Manager and Resident shall examine and inventory the premises utilizing a premises inspection form, which must be signed by both upon completion of the inspection. Resident shall use reasonable diligence in care of the premises and shall maintain the premises in a safe and sanitary condition, including but not limited to the timely and proper disposal of all garbage. No alterations, additions or improvements shall be made to the premises without the prior written consent of the Manager.

18. LEASE RENEWAL AND NOTICE TO VACATE. Manager may, but is not obligated to, offer Resident a notice to renew this Lease beginning at the end of the term of the current Lease. The new lease may include reasonable changes including rental amount. Manager may offer Resident a new lease 60 days (or such lesser time as allowed by statute) before the expiration of the current Lease. Resident shall give the Manager a written notice of their intent to vacate at least 60 days prior to vacating the premises. It is the Resident's responsibility to ensure that notice has been received. Resident's failure to comply with this requirement to give written notice of intent to vacate at least 60 days prior to move-out shall be a breach of this Lease Agreement.

 MT (Initials)

19. EARLY LEASE TERMINATION. Provided Resident is not in default hereunder at the time of giving the notice, and strictly complies with all of the provisions of this paragraph, Resident may terminate this Lease Agreement before the expiration of the original term by:

- Giving Manager at least 30 days prior written notice, and
- Paying all monies due through the end of noticed termination date, including through the 30 notice period, whichever is longer, and
- Paying an additional amount equal to two month's rent (monthly lease rate X 2) by the end of the 30 day notice period; and
- Re-paying any special rent concession provided during the lease term also due by the end of the 30 day notice period.

All sums due under this Paragraph shall be paid to Manager prior to move-out. Resident shall also be entitled to terminate this Lease Agreement prior to the expiration date of its original term to the extent provided under applicable law. The foregoing shall not relieve Resident of any responsibilities and obligations regarding any damage to the premises.

 MT (Initials)

20. MILITARY PERSONNEL CLAUSE. You may terminate the Lease Contract if

1. You are a member of the U.S. Armed Forces or reserves on active duty or 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 are either given a change of station orders to permanently depart the local area, or deployed with a military unit for 90 days or more, given temporary duty orders in excess of

90 days dur or more assigning you to a location at least 25 r or more from the leased residence, or are relieved or released from active duty

If you qualify to terminate the Lease Contract under this clause, you may do so by providing us with a written notice of termination at least thirty (30) days in advance of your move. You must also provide us with permanent change of station orders, call up orders, deployment orders, or a letter from your commanding officer confirming the orders. Military permission for base housing does not constitute a permanent change of station order. Any security deposit held may be returned to you minus lawful deductions. Any Co-resident who is not your spouse or legal dependent cannot terminate the lease agreement under this clause.

21. DISPOSAL OF PROPERTY Upon termination of the Lease or if the apartment appears to have been abandoned, any personal property left behind will be considered abandoned, and Manager may dispose of it in accordance with applicable law.

22. SMOKE DETECTORS Manager will furnish smoke detectors as required by statute and provide working batteries when Resident first takes possession. Subsequently, Resident is responsible to test and replace batteries as needed. Resident must immediately report any malfunctioning or defective smoke detector to Manager in writing. Resident acknowledges the terms of this paragraph and that such resident's smoke detector is working properly at the time of move-in. Smoke detectors may not be disconnected. Resident will be liable to Manager and third parties for any loss or damage from fire, smoke, or water if that condition arises from Resident's disconnecting or failing to replace batteries, or from failure to report malfunctions. RESIDENT IS ADVISED TO TEST THE SMOKE DETECTORS FREQUENTLY.

23. CONDUCT Resident and Resident's Invitees shall comply with all rules and regulations now or hereafter promulgated by Manager for the Apartment Community, including, without limitation, the printed rules and regulations attached hereto and incorporated herein by reference. Resident and Resident's Invitees covenant to obey all laws, ordinances, rules, regulations, requirements and orders of all governmental agencies or subdivisions having jurisdiction on said premises and the use and occupancy thereof, applicable to the premises and to engage in no activities in or on the premises or the Apartment Community of an illegal nature, purpose or intent. Resident and Resident's Invitees further covenant not to be disorderly, boisterous or unlawful and shall not disturb the rights, comforts and conveniences of other residents of the Apartment Community and Resident shall be responsible for the conduct of Resident's Invitees on the premises and in the common areas. Should Manager at any time determine that Resident's tenancy is undesirable by reason of breach of any of the covenants contained in this Lease or rules and regulations, including without limitation any illegal, objectionable or improper conduct on the part of Resident, Resident's Invitees, or by any of them causing annoyance to others, then in addition to any other remedies, Manager may terminate this Lease in accordance with the applicable law(s). The Manager reserves the right to amend and/or modify the rules and regulations of the Apartment Community at any time. Manager will notify Resident of said changes or amendments to the rules and regulations of the Apartment Community.

24. LIABILITY To the extent permitted by applicable law, Owner and/or Manager will not be liable to Resident or Resident's Invitees for any damage or losses to person or property caused by other persons, including theft, burglary, assault, vandalism or other crimes. To the extent permitted by applicable law, Owner and/or Manager will not be liable to Resident or Resident's Invitees, for personal injury or damage or loss of personal property from theft, vandalism, fire, flood, tornado, water leak, rain, hail, ice, snow, smoke, lightning, wind, explosion, earthquake, storms, sewerage, streams, gas, sonic booms, smoke, electrical surge, interruption of utilities, or other causes whatsoever or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances unless such injury, loss or damage is caused by the gross negligence of Owner and/or Manager. Resident agrees to indemnify and hold Owner and/or Manager harmless from and against any and all claims for damages to property or person arising from Resident's use of the premises, or from any activity, work or thing done, permitted or suffered by Resident in or about the premises or the Apartment Community to the extent permitted by applicable state law. If any damage to the premises or Apartment Community occurs, caused by Resident or Resident's Invitees, which is deemed by Manager to be willful or malicious, then this Lease may be terminated forthwith in accordance with applicable state statute. If any of Manager's employees render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Lease, the Owner, Manager or employee shall not be liable to any Resident for any such acts and Resident agrees to indemnify and hold Owner, Manager and employees of the Apartment Community harmless for such acts. Owner, Manager and Manager's employees are not liable for damage, loss or theft of Resident's packages or cleaning entrusted to Manager or Manager's employees.

 NH (Initials)

25. DAMAGE OR DESTRUCTION OF PREMISES Resident shall immediately notify Manager in the event of damage to the premises by fire, water, or other hazard, or in the event of malfunction of equipment or utilities, including, without limitation, plumbing and electrical wiring. If the damages are such that occupancy can be continued, Manager shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Manager's opinion, the premises are damaged as to be unfit for occupancy, and Manager elects to make repairs, the rent provided in this Lease shall abate during the period of time when the premises are not fit for

occupancy, but in her respects the terms and provisions hereof shall continue in full force and effect. In the event the premises are damaged or destroyed so as to be, in the sole opinion of the Manager, incapable of being satisfactorily repaired, then this Lease shall terminate and Resident shall be liable only for rental payments up to the date of such damage or destruction (provided that Resident or Resident's Invitees were not responsible for the damage or destruction). In the event any damage is caused by Resident or Resident's Invitees of either a negligent or malicious nature, Manager may terminate this Lease.

26. REIMBURSEMENT BY RESIDENT Resident agrees to reimburse Manager promptly in the amount of any loss, property damage, or cost of repairs or service (including plumbing system failure), suffered at the Apartment Community caused by the acts, omissions or negligence of or improper use by Resident, Resident's pet or Resident's Invitees. By way of example, Resident shall be responsible for any damage resulting from windows or doors left open or cooking left unattended. Resident shall be responsible for any damage to the leased premises or other affected areas if damage occurs as a result of the Resident's failure to keep the premises at a temperature of 60 degrees or higher. Such reimbursement shall be due immediately upon demand by Manager. Manager's failure or delay in demanding damage reimbursements, late-payment charges, return check charges, or other sums due from Resident shall not be deemed a waiver thereof, and Manager may demand same at any time, including move-out. Any amounts due and payable under this paragraph shall be considered additional rent under the lease agreement.

27. FACILITIES AND AMENITIES In consideration of the right to use the recreational, pool, or fitness center health facilities and amenities at the Apartment Community, to the extent permitted under applicable law, Resident acknowledges and agrees to reimburse for and hold harmless, indemnify and defend Owner and Manager against any and all property damage, loss, liabilities, liens and expenses arising directly or indirectly from use of such facilities and amenities by Resident or Resident's Invitees. Resident agrees, for itself and for Resident's Invitee's, to use reasonable care of such facilities and amenities and to comply with all rules to such facilities. Resident and any guests agree to assume all risks as to using the facilities.

NH (Initials)

28. RENTER'S INSURANCE AND LIABILITY Insurance coverage maintained by the Owner and/or Manager does not protect the Resident or Resident's invitees, person or property, whether located or stored inside or outside of the premises of the Apartment Community. All personal property kept in the premises, or on the premises, including any garage, carport or other space, shall be at the Resident's own risk. The Owner and/or Manager of the Community highly recommend that the Resident include in the Resident purchased Renter's Insurance Policy, Personal Property Coverage for those personal items of the Resident. The Resident and Resident's Insurer shall not hold the Owner, the Manager or the Manager's agent liable for claims from damage or injury normally covered by renters insurance, even if caused by the Owner's, Manager's or Manager's agent's negligence and Resident will look solely to his/her own insurance to indemnify and compensate for such damage or injury. Each Resident is required to maintain a Renter's Insurance Policy with the minimum amount of \$100,000 in liability coverage per occurrence, indemnifying him/her against the possible event of damage due to negligence or misconduct by/of the Resident or Resident's invitee, to the benefit and protection of the Owner's property. You can obtain such insurance through **Assurant Specialty Property** or through an agent of your choice. If you select an insurance company other than Assurant Specialty Property, you must name the community as an interested party under your policy. Except where prohibited by law, if you fail to maintain liability insurance as required by this paragraph, you will be in violation of your lease obligations. In such an event, we will send a written notice to you demanding that you cure the violation by procuring the insurance and supplying evidence of such insurance to management. If you fail to supply evidence of coverage to the office before the date set forth in your notice, we reserve the right to procure liability only insurance on your behalf and charge you for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$50.00. You agree that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability coverage for you. The premium payment made by us on your behalf, and the administrative fee we charge will be considered additional rent. If you fail to pay for the liability insurance and/or allow the expiration or cancellation of any liability insurance policy during your tenancy, without substitute insurance being put in place, this will be considered default under the lease.

NH (Initials)

29. MANAGER'S OBLIGATIONS. Manager agrees to maintain all areas of the Apartment Community in a clean and sanitary condition, to make all reasonable repairs, subject to notification by Resident and Resident's obligation to pay for damages caused by Resident or Resident's Invitees, and to comply with all applicable state and local laws with respect to the premises and the Apartment Community. Manager's failure to fulfill the agreements contained herein shall not affect Resident's obligation to promptly pay the rent as and when the same shall become due and payable under this Lease, nor give Resident any right of abatement or withholding or escrowing of rental payments.

30. RIGHT OF ENTRY Manager shall have the right to enter upon the premises at all reasonable hours, including weekends, for the purpose of inspecting the same, making necessary repairs and maintenance and any other reasonable business purpose. Manager may access the premises during reasonable business hours for the purpose of pest control treatment, and Resident may not

interfere with such settlement. Manager shall give Resident reasonable notice of its intent to enter except in the case of an emergency or if it is impracticable to do so. The parties agree that 24 hours' notice is reasonable notice in non-emergency situations. Such right of entry hereby granted to Manager shall include any and all reasonable business purpose connected with the ownership and operation of the Apartment Community and any business relating to the premises incident to the ownership and operation of said Apartment Community. Manager may also enter the premises if the same premises appear to have been abandoned by Resident; if Manager has good cause to believe the premises may be damaged or as otherwise permitted by law.

- 31. DEFAULT BY RESIDENT** If Resident fails to pay rent or other amounts owed by Resident under this Lease, or if Resident or Resident's invitees violate this Lease, community rules, or applicable federal, state and local laws, or if Resident abandons the apartment, or if Resident permits unauthorized occupants or pets to reside at the apartment, Manager may terminate the Resident's right of occupancy in accordance with applicable law. Termination of possession rights or subsequent reletting by Manager shall not release Resident from liability for future rentals under this Lease. Acceptance of monies at any time will not waive Manager's right of property damages, past or future rent, or other sums due. Resident shall pay all costs and expenses, which are incurred or expended by Manager due to Resident's breach or default of the covenants and agreements of this Lease. Receipt of rent or the taking of any legal action shall not be construed as a confirmation or renewal of this Lease. The provisions of this paragraph are not in lieu of, but are in addition to, all other legal remedies available to Manager and/or Owner under state law and this lease agreement. The waiver by Manager of any default under this Lease committed by Resident shall not constitute nor be held or construed as a waiver of any subsequent or other default.
- 32. EVICTION** If you are in default, we may file a suit for possession. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due in accordance with local law, and 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 file or continue with eviction proceedings.
- 33. WAIVER OF JURY TRIAL** To minimize legal expenses and, to the extent allowed by law, resident and manager agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Agreement shall be to a judge and not a jury.
- 34. SUBLETTING** Resident shall not sub-let the apartment, secure a replacement resident or assign this Lease.
- 35. MULTIPLE RESIDENTS OR OCCUPANTS** 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 notice (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of Lease Contract termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process.
- 36. RESIDENT INFORMATION** If Resident has supplied information to Manager by means of a rental application or similar instrument, Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information proves to be false or misleading, Manager shall have the right to immediately terminate this Lease, in which event Resident shall immediately surrender the premises. If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.
- 37. NOTICES** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, certified or registered mail addressed to Resident and/or their occupant at the premises, and to Manager at the office address of the Apartment Community (or at such other address or addresses as Manager may at any time or from time to time designate to Resident). Personal delivery or posting to Resident's door of any such notice by Manager shall also be deemed effective delivery hereunder. Resident acknowledges that Manager has been authorized to manage the premises and to act for and on behalf of the Owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands. Notwithstanding the above, Resident's move-out notice is not deemed received until said notice is in the physical possession of Manager.
- 38. EMINENT DOMAIN** If the whole or a substantial portion of the premises is condemned by any competent authority for any public use or purpose, this Lease shall be terminated. No compensation shall be payable to Resident by Manager and Resident shall not be entitled to share in the award of compensation received by Manager.
- 39. BINDING ON HEIRS** All covenants contained herein shall be binding upon and inure to the benefit of Manager and Resident and their respective heirs, executors, administrators, assigns and successors. The Manager's rights and remedies under this Lease are cumulative. The exercise of any one or more thereof shall not exclude nor preclude Manager from exercising any other right or remedy.
- 40. STORAGE.** In the event Manager provides Resident storage outside the premises, the following terms apply:
1. Additional Rent may be charged for the storage area.

- 2 Resident uses storage area at their own risk. Manager is not responsible for any loss or damage to anything stored in the storage area.
- 3 Manager is not liable for any injury to Resident or Resident's invitees accessing the storage area.
- 4 No flammable, hazardous or toxic substances or other dangerous materials may be kept in the storage area. No appliances may be plugged into electrical outlets.
- 5 If personal property is left in storage after the Lease has been terminated, it will be considered abandoned.
- 6 No pets will be kept or stored in the storage areas.

41. GENERAL. No oral agreements have been entered into or implied with respect to this Lease. The Lease shall not be modified unless by an instrument in writing signed by Resident and an authorized agent of Manager. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Lease and for the payment and performance of this Lease. Each Resident states that he or she is of legal age to enter into a binding Lease for lodging. All obligations hereunder are to be performed in the county and state where the Apartment Community is located. Time is of the essence of the Lease. It is hereby acknowledged and agreed by the Resident that the law of the state where the premises are located shall govern the provisions of this Lease Agreement. Omission of initials within the Lease does not invalidate this Lease. This Lease shall not be construed more strongly against any party hereto regardless of who was more responsible for its preparation.

42. SEVERABILITY. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

43. COUNTERPARTS. One copy of this Lease, once executed, will be furnished to Resident and Manager will retain the original.

44. SECURITY ACKNOWLEDGEMENT AND WAIVER. Neither Manager nor Owner promise or in any way guarantee the safety or security of Resident or Resident's Invitees person or property against the criminal actions of other residents or third parties. The responsibility of protecting Resident, Resident's property and Resident's Invitees from acts of crime is the responsibility of the Resident and the law enforcement agencies.

From time to time, Manager may temporarily enlist the aid of supplemental security devices or services at the Apartment Community, however, no representation is being made that they will be effective or that they will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Manager reserves the right to reduce, modify or eliminate any security system, security devices, patrol services, or services (other than those statutorily required) at any time; and Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Manager or Owner. Resident agrees to promptly notify Manager in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, and any other security-related device.

Resident and Resident's Invitees acknowledge that no representations or warranties, either express or implied, have been made regarding the Apartment Community being free from or having lower rates of crime or as to any security or any security system at the Apartment Community. Manager has not in any way stated or implied to Resident that security of person or property is provided, promised or guaranteed or that the Apartment Community will be free of crime. To the extent permitted by applicable law, Resident agrees to release and hold harmless Manager and Owner from claims arising out of criminal acts of other residents and third parties. Resident acknowledges that the foregoing shall also be binding upon Resident's Invitees, Resident's heirs, successors and assigns.

 NH (Initials)

45. CREDIT REPORTS. Resident agrees that in the event of a default under this Lease, and to the fullest extent permitted by applicable law, Resident hereby authorized Manager or its agent (including, without limitation, any third party collection agency) to obtain a consumer report under the Fair Credit Reporting Act which may be used in attempting to collect any defaulted payments or charges or for any other purpose permitted by law. In the event of a breach of this lease agreement, resident agrees and understands that the Manager and/or its agents may report any unpaid amounts to any credit bureau and understands that reporting such may have a negative impact on my credit file with such credit bureau(s).

46. FALSIFICATION OF INFORMATION. Resident represents that all information provided in the lease application is true and correct and agrees that the falsification of any information contained in the lease application shall constitute a default under this Lease.

47. MOLD AND MILDEW. Resident acknowledges that it is necessary for Resident to provide appropriate climate control in the Apartment Unit, keep the Apartment Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment Unit. Resident agrees to clean and dust the Apartment Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible.

Resident agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Apartment Unit. Resident agrees to immediately report to the management office (i) any evidence of a water leak or excessive moisture in the Apartment Unit, as well as in any storage room, garage or other common area, (ii) any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area, (iii) any failure or malfunction in the heating, ventilation, air conditioning systems or laundry systems in the Unit, and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Apartment Unit and Resident's property as well as injury to Resident and Resident's Invitees resulting from Resident's failure to comply with the terms of this paragraph.

NA (Initials)

48. ATTACHMENTS. [Check, identify and attach those applicable] The following Attachments are incorporated herein:

Concession/Discount Addendum, if applicable
Co-Signer Addendum, if applicable
Yes -- Utility Addendum
Yes -- Pet Addendum
Yes -- Parking Addendum
Yes -- Washer/Dryer Addendum, if applicable
Yes -- Community Policies
Yes -- Bed Bug Addendum
Yes -- State Specific Addendum
Yes -- Access Addendum
Yes -- Lead-Based Paint Addendum, if applicable
Yes -- Asbestos Notification, if applicable
Yes -- Release of All Claims
Yes -- Move in Inspection Form

I UNDERSTAND THIS IS THE LEASE AGREEMENT IN ITS ENTIRETY, INCLUDING ANY ADDENDA ATTACHED HERETO, THAT THIS IS A BINDING LEGAL CONTRACT AND THAT IT MAY NOT BE MODIFIED OR CHANGED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY ALL PARTIES HERETO AND THAT I HAVE READ THIS LEASE AND ALL ADDENDA AND ATTACHMENTS BEFORE SIGNING.

I ALSO UNDERSTAND THAT THIS LEASE REQUIRES RESIDENT TO GIVE MANAGER 60 DAYS WRITTEN NOTICE PRIOR TO MOVE-OUT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

RESIDENT(S)

[Signature]

MANAGER DATED 5/11/15

GoldOller Real Estate Investments, as agent for Owner and not individually.

By [Signature]

Authorized Agent on behalf of Owner and not individually.

GOLLOLLER



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RENT CONCESSION/DISCOUNT ADDENDUM

Addendum: This is an addendum to the lease contract executed on 04/27/2015 between Nzinga Hughes (Resident) and AB-GO Trails at Dominion Park Propco, L (Owner) for the dwelling you have agreed to rent. The dwelling address is 200 Dominion Park Dr #1234, Houston, TX 77090 located in The Trails At Dominion Park

1. **Concession agreement:** Management agrees to supply you with the following rent concession/discount on your apartment.

- ☒ **One-time concession** - This agreement is for a one time rent concession for the amount of \$ 100 This amount is to be discounted from the rental amount listed in the Lease Contract paragraph 5. This one time concession will be credited toward your rent for the month of MAY in the year 2015
- ☐ **Monthly concession** - The rent in the Lease Contract paragraph 5 will be reduced by \$_____ per month for the duration of the term stated in the Lease Contract
- ☐ **Other concession** - You will receive the following concession off of the rent indicated in Paragraph 5 of the Lease Contract

Concession cancellation and repayment: The concession that you are receiving above is not valid if any of the following should occur

- Your lease contract is not fulfilled in its entirety. Early termination by your default or voluntary, eviction for any material non-compliance of the Lease Contract, or
- Your rent is received after the payment due date and is otherwise late, or
- Your contract ends with a balance on your account that is not repaid within a reasonable time-frame

In the absence of any of the above terms, this agreement will become immediately terminated and any concessions received will become due and payable immediately

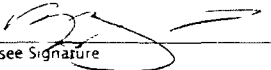
2. **Rent Discount:** Management agreed to supply you with the following rent discount on your apartment

- ☐ **One-time discount** - This agreement is for a one time rent discount in the amount of \$_____. This amount is to be discounted from the rental amount listed in the Lease Contract paragraph 5. This one time discount will be credited toward your rent for the month of _____ in the year _____
- ☐ **Monthly discount** - The rent in the Lease Contract paragraph 5 will be reduced by \$_____ per month for the duration of the term stated in the lease contract or as long as you are still an member of the armed forces whichever is less
- ☐ **Other discount** - You will receive the following discount off of the rent indicated in Paragraph 5 of the Lease Contract:

Discount Conditions: Discounts are not repayable and are only given under the following specific conditions or circumstances:

- You are a current member of the U.S. Armed Forces. Change in member status could immediately affect your eligibility for this discount
- You are currently employed by a Preferred Employer. Change in employment status will immediately affect your eligibility for this discount.
- You have a special circumstance that management has deemed necessary to provide the above discount. Circumstances are:

3. **Market rent:** It is understood that the concession/discount agreed to in this addendum is for the term of the Lease Contract only or until eligibility has changed. Any renewal contract signed or automatic renewal does not continue any concession received. Discount programs may change or be altered at any time and there is no guarantee that any discount program will continue at the time of your renewal or automatic renewal. The market rate listed on the Lease Contract is a fair representation of what the specific dwelling would rent for at the time of the Lease Contract.



Lessee Signature

5/4/15

Date

Lessee Signature

Date

Lessee Signature

Date



Lessee Signature
for **John M. Daley**
Management

5/4/15

Date



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PARKING ADDENDUM
(GARAGE/CARPORT RESERVATION)

Addendum: This is an addendum to the lease contract executed on 04/27/2015 between Nzinga Hughes (Resident) and AB-GO Trails at Dominion Park Propco, L (Owner) for the dwelling you have agreed to rent. The dwelling address is 200 Dominion Park Dr #1234, Houston, TX 77090 located in The Trails At Dominion Park

1. **Garage/Carport additional rent:** This addendum entitles the Resident to exclusive possession of garage/carport space number **N/A** for the lease term beginning on 07/01/2014. This contract is subject to cancellation or renewal at the time of the expiration of the Lease Contract. Your monthly rental rate (as stated in the Lease Contract) will be increased by **\$0** per month.
2. **Security deposit:** An additional security deposit in the amount of **\$0** will be charged for the garage/carport listed above. We will consider this deposit a general deposit for all purposes. The deposit amount listed on the Lease Contract does not include this deposit amount on this addendum. Refund of this additional security deposit will be subject to the terms and conditions set forth in the Lease Contract.
3. **Garage access:** If an enclosed garage is furnished, you will be provided with an access device/key. In addition to the access device, you will **not** be provided an access code to your garage. The access code is **N/A**. You will be responsible for the maintenance of said access device if necessary, including battery replacement. Transmitter frequency settings may not be changed on this device without our prior written consent. Loss or damage to this access device/key will result in a charge of **\$50.00**. This charge will automatically be applied at time of move out if access device/key is not turned in or not in good working condition.
4. **Garage and carport use restrictions:** Carport may be used only for the storage of operable motor vehicles. Garage may be used for storage of personal belongings with restriction to any items that pose an environmental hazard or a risk to the health and safety of other residents, occupants or neighbors in our sole judgment or that violate any government regulation. Space is not to be used for maintenance, repair or storage of any non-operable vehicles at any time. All vehicles must be properly licensed and licensing must be current. Violation of any of the above may result in towing/removal of the vehicle or hazardous items. No one may sleep, cook, barbeque or live in the rented space. No plants or animals may be stored in the space at any time.
5. **Alterations or improvements:** Locks on the doors of garages may not be added, changed or rekeyed without prior written consent. Improvements or alterations to the interior or exterior of such areas are not allowed without prior written consent. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors or doors of the leased space without prior written consent. Any damage caused by you or your guests to areas covered by this addendum will be paid for by you.
6. **Insurance and loss/damage to your property:** You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for loss or damage of any items stored in the rented space.
7. **Compliance:** We may periodically open and enter garages to ensure compliance with this addendum. In the event we enter the garage, we will comply with the notice provisions set forth in the Lease Contract.
8. **Move-out and remedies:** The space rented above becomes part of the Lease Contract and may not be discontinued through the term of the Lease Contract. Resident may decide to discontinue use of space at such time as the lease is renewed or terminated per the terms of the Lease Contract. Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of in accordance to the Lease Contract.
9. **Vehicles and parking areas:** We may regulate the time, manner and place of parking any and all vehicles.
 - No parking of boats, trailers, bicycles, recreational vehicles, oversized work or construction vehicles are allowed to be parked on property at any time without written permission.
 - Motorcycles or motorized bikes may not be parked inside the dwelling unit, under stairwells, on sidewalks, or in handicapped parking areas.
 - Washing or repairing vehicles on the premises is not permitted unless in designated areas.
 - Management is not responsible for the safety or security of any vehicles or any contents therein.
 - Management will allow a maximum of one vehicle per licensed driver and/or licensed Lease Signer with a maximum of two vehicles per household unless otherwise authorized by management.
 - We may have unauthorized or illegally parked vehicles towed under appropriate statute. A vehicle is unauthorized or illegally parked if it:
 - 1 Has a flat tire or other condition rendering it inoperable, or
 - 2 Has no current license or no current inspection sticker, or
 - 3 Takes up more than one parking space, or
 - 4 Belongs to a resident or occupant who has surrendered or abandoned the apartment; or

5. Is parked in a handicap space without legally required handicap sign, or
6. Is parked in a fire lane or designated no parking area, or
7. Is parked in a reserved carport or garage without written permission, or
8. Is parked anywhere that is not designated parking, or
9. Leaking substances from anywhere on the vehicle onto the premises, or
10. Illegal to operate such as vehicles with broken windshields or headlamps

I choose not to reserve a carport or garage at this time. I understand without a signed addendum and the payment for the reserved space in place, that any unauthorized parking in a carport or garage will result in immediate towing of my vehicle at my expense. X_____

Vehicle Registration

Make	Model	Color	License Plate	State	Notes
Honda	Accord	gray	YN412E	TX	

Lessee Signature

5/4/15

Date

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date

Management

5/4/15

Date

GOLDOLLER



WASHER/DRYER ADDENDUM

Addendum: This is an addendum to the lease contract executed on 04/27/2015 between Nzinga Hughes (Resident) and AB-GO Trails at Dominion Park Propco, L (Owner) for the dwelling you have agreed to rent. The dwelling address is 200 Dominion Park Dr #1234, Houston, TX 77090 located in The Trails At Dominion Park.

1. **Appliance additional rent:** This addendum entitles the Resident monthly rental of a washer/dryer for the lease term beginning on 07/01/2014. This contract will continue until thirty (30) days written termination is received. Notice to terminate this contract must be received at the beginning of a month to terminate at the end of a month thirty (30) days later. Your monthly rental rate (as stated in the Lease Contract) will be increased by 0 per month.
 2. **Appliance included:** If washer/dryer is included, resident agrees to report immediately any malfunction to management to alleviate damage to the unit as well as neighboring units. Resident agrees not to tamper or attempt repair to the machines on their own.
 3. **Resident supplying own appliance:** If resident is installing their own washer/dryer, the following regulations and policies must be followed:
 - Resident must use steel braided hoses for the appliance only and they must be approved by management.
 - Appliances must be in good working condition.
 - Any leaks or damage to the unit or neighboring unit will be paid for by you.
 - Management reserves the right to require the resident to discontinue use and/or remove the appliance from the unit if in management's sole discretion the appliance(s) is causing damage or interfering with any neighbor's enjoyment of their home.
- ☐ Washer/Dryer is included
- ☐ I/We have my own washer/dryer
- ☒ I/We do not want a washer/dryer
- ☐ I/We do want to rent a washer/dryer from management

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date

Management

Date

COMMUNITY POLICIES ADDENDUM

We have established the following policies to make your residency with us more pleasant and comfortable. These are in addition to the policies contained in your Lease Agreement. Your cooperation is greatly appreciated by Management and your neighbors.

AMENITY USE

- Use of our amenities is considered a privilege. Failure to comply with the posted provisions will result in a loss of amenity privileges.
- Maximum two guests per apartment are allowed and must be accompanied by the Resident at all times.
- No alcoholic beverages or glass containers of any kind are allowed in any amenity area.
- Any Resident or guest with an infectious disease, a cold, nasal or ear discharge, or open sores of any kind is not allowed to use the amenities.
- Pets are not permitted in or around any amenity with exception to a Bark Park (if applicable).
- We comply with local ordinances in regards to the minimum age that a person must be in order to be in our amenity areas unsupervised.
- Appropriate attire must be worn at all times. No diapers allowed to be worn in the pool.
- Any safety equipment is to be used only for its intended purpose.

APARTMENT HOME GUIDELINES

- Waterbeds are prohibited without written consent from Management and a copy of the Resident's personal property insurance must be provided.
- No type of plumbing or appliance equipment, such as a portable washer, is allowed in the apartment without written consent of Management.
- Resident agrees to use the apartment home for residential purposes only.
- Telephone and cable are to be installed at the jacks provided. Additional jacks may not be installed without written consent of Management. Any approved alterations by management may result in additional charges to the resident by the cable provider, phone provider or management.
- The Resident shall not make any alterations or repairs to the apartment or equipment, including, but not limited to, painting, wallpaper and borders, without written consent of Management.
- Please be aware that the Owner is not responsible for the damage and/or loss of any personal possessions. We require a renter's insurance policy to be in effect for the entire lease term.
- No solicitation is permitted within the apartment community.
- Management conducts regular apartment inspections not only to ensure that all equipment and safety features are working properly, but also to verify that Resident's are taking proper care of the apartment home. If your home is not in good condition more frequent inspections may occur.

COMMUNITY APPEARANCE

- Window treatments have been provided in the home and must be left hanging. Window screens shall remain in place at all times, except while being cleaned. Examples of unacceptable window coverings are foil, blankets and/or sheets.
- Awnings or other projections shall not be attached to the outside walls of the buildings without written consent of Management.
- Residents and/or guests shall not cut flowers, shrubs, trees or any other vegetation planted by management. Resident shall not plant anything on the property or place personal items outside of the patio/balcony area without written consent of Management.
- Patios/balconies are for plants, seasonal decorations, and outdoor patio furniture only and must be kept neat and clean at all times. Items such as laundry, trash or other storage items should not be kept on the patio/balcony.
- Storage of personal items is prohibited in the entry ways, breezeways, hallways and/or under stairways.
- Bicycles, tricycles and toys are not allowed to be left or stored in any common areas at any time.
- Window boxes, flower boxes or similar items are not permitted to be installed on any window.
- Garage or yard sales are only allowed with prior written consent of Management.
- No sign, advertisements, notices, other lettering or flyers may be exhibited, inscribed, painted or affixed by any Resident or guest on or to any part of the exterior of the apartment, building or apartment community property without written consent of Management.

- No Storm doors or screens may be installed by the resident without written consent of Management

DRUG FREE/CRIME FREE POLICY

- The Resident, any household members, guests, or any other person under the Resident's control, shall not engage in criminal activity, including drug-related activity, at any location on or off the said premises. Drug-related criminal activity includes the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or the storage of or use of a controlled substance
- The Resident, or any member of the Resident's household, will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest
- The Resident, any household members, guests, or any other person under the Resident's control, shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating behavior, or battery as prohibited in current state statute. This also includes, but is not limited to, unlawful discharge of firearms on or off the said premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agents or other Resident's or involving imminent or actual property damage
- A single violation of any provision of this policy shall be deemed a serious violation. It is understood that a single violation shall be good cause for immediate termination of the lease. You cannot cure or remedy a Breach of the drug-free/crime-free policy
- Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence
- In case of a conflict between the provisions of this policy and any other provisions of the Lease, the provisions of the policy shall govern

All adult household members initial below that the drug free/crime free policy is understood:

NH I/We understand and agree that a single violation of this policy is grounds for an immediate eviction

_____ I/We understand and agree that a single violation of this policy is grounds for an immediate eviction

_____ I/We understand and agree that a single violation of this policy is grounds for an immediate eviction

FIRE EXTINGUISHER POLICY (For Communities that Provide Fire Extinguishers)

- There is a working, fully charged fire extinguisher in the apartment
- Please maintain the fire extinguisher as necessary for as long as you reside in the apartment.
- Please notify the office in the event that it is not charged
- If the fire extinguisher is missing or has been discharged upon vacating the apartment, I understand that this cost will be deducted from my security deposit

FIRE SAFETY

- In the event of any fire contact 911 immediately. Management should be notified within 24 hours. The Residents may be liable for any damage caused by them or their guests
- Kitchen fires are very dangerous. Please take extra precautions to ensure that food and or pans do not remain on the stove without the presence of the Resident
- Storage of any materials adjacent to the hot water heater, HVAC, range or refrigerator creates a health and fire hazard and is prohibited
- Storage of dangerous chemicals or flammable materials is prohibited
- Proper caution should be used in disposal of charcoal briquettes

GRILLING OUTDOORS

NH Use and/or storage of outdoor grills, barbeques, or any other open flame device of any type is not permitted on the patios/balconies or within ten (10) feet of the building

_____ Use and/or storage of outdoor grills, barbeques, or any other open flame device is allowed on patios/balconies as long as the Resident is in compliance with local ordinances. Grilling restrictions are as follows

- Failure to comply with local ordinances regarding grilling may result in fines assessed through management and/or local enforcement and are considered a breach of contract
- Please see Management for further information regarding grilling policies, and local ordinances

HOUSEHOLD MEMBERS

- All Residents are responsible for the conduct of their household members and/or their guests. Residents should properly supervise their guests and/or other household members
- Only those individuals listed on the Lease are permitted to reside in the apartment
- Guests are limited to 7 consecutive nights of stay. Any length of stay beyond this timeframe must have the written consent of management
- Residents may not be gone from their apartment home for more than 30 days without notifying management. Residents receiving rental assistance may lose their assistance and have their residency terminated if the apartment is unoccupied for 30 days or more without written consent from management
- No persons may play in dumpsters, storage areas, and laundry areas, near shrubbery, flower beds, signs or entrances. No climbing fences, buildings, patio walls, railings, trees or playing on stairways. No bicycles, skateboards or other non-motorized vehicles allowed in breezeways, on lawn, around entrances or pool area.
- Please respect your neighbors by refraining from loud noise. Between the hours of 10:00 pm to 8:00 am please be especially considerate of noise levels
- Physically violent, threatening, or intimidating behaviors or acts by a Resident and/or his/her guests will not be tolerated, regardless of whether it causes injury to others
- Smoking is prohibited in all common areas including leasing office
- Use of all recreational facilities shall be restricted to Residents. Residents may have no more than two guests per apartment provided that they do not interfere with other Residents' use of the facility. All use shall be in accordance with posted rules which may be changed at the discretion of Management

INTRUSION ALARM (For Communities with Intrusion Alarms)

- The intrusion alarm is not a guaranty of safety or security
- Alarm monitoring is an available option at your expense through an independent alarm company.
- The alarm system is repaired and maintained by the community Owner
- The alarm code for your apartment is _____. Alarm code changes need to be requested through the community office
- Any damage to any part of the alarm system will be your responsibility. Please use care when operating and follow all written instructions provided
- Owner is not responsible for any loss, injury, or damage incurred to you, your occupants or guests resulting from the alarm or the malfunction of the alarm

LAUNDRY FACILITIES (For Communities with Laundry Room)

- The laundry machines are available for Resident use only. A commercial laundry company maintains the operation and repair of the laundry machines. The name, address, and telephone number of the commercial laundry company is posted in the laundry room
- Use of the laundry facilities are at your own risk. Management is not responsible for:
 - Any loss or damage caused by the operation of the machine
 - Missing, stolen clothing or personal belongings
 - Lost monies due to a faulty machine (Please notify the laundry company to report a faulty machine or lost monies)
- Never leave clothing or personal belongings unattended. Be courteous and promptly remove clothing when operation is completed
- All lint must be removed from the lint basket after each drying cycle
- Laundry facilities are only available during posted facility hours.
- Do not dye fabrics in the machines
- Doors to the laundry facility must remain closed at all times.

MAINTENANCE

- Routine maintenance requests must be called in to the leasing office. A message may be left on the answering machine, with the answering service, or a written request placed in the drop box
- It is your responsibility to report, in timely manner, any accident or damage to water pipes, toilets, electrical, locks, latches, drains, fixtures, or other property in or around your apartment that pose a hazard to property, health or safety

- Maintenance personnel are not permitted in the apartment without a Service Request, except in emergency situations or during regular apartment inspections
- Residents are prohibited from storing any objects where it may block access to mechanical equipment
- No additional air conditioning, heating unit or other similar devices may be installed, operated or used in any way without written consent of Management
- Appliances are to be used in the manner for which they were intended. Any misuse, lack of proper care or acts of negligence will result in the Resident being charged for damage and could result in termination of residency
- Management makes reasonable provisions for the extermination of common pests. If additional treatments are determined to be necessary due to poor housekeeping or uncleanliness, the Resident will be charged for additional treatments
- Please be sure to flush only toilet tissue down the plumbing lines. Any repairs due to foreign obstacles or bulk items put down the plumbing lines will result in a charge to the Resident

MAINTENANCE EMERGENCY PROCEDURES

- For Fire, Police, Medical or other Emergency Services please call 911
- In the event of an after office hours maintenance emergency please call the office immediately. Either the answering service will take the call, or the message on the answering machine will direct you to the number to call.
- Listed below are examples of what constitutes a Maintenance emergency:
 - **No Heat:** In the winter (50 degrees or below outside). Make sure the breaker is on and thermostat is set on "Heat" and is turned on.
 - **No Air Conditioning:** In the summer (80 degrees or above outside). Make sure the breaker is on and thermostat is set on "Cool" and is turned on.
 - **Flooding Water:** Broken pipes, water running continually with no way to shut off. (There is normally a shut-off valve located at the base of the toilet or under the sink.)
 - **Unsecured Apartment:** Exterior doors that cannot be closed and/or locked.
 - **Possibility of fire:** From electrical sparks or other hazards
 - **Stopped-up plumbing:** In homes with only one bathroom.

MOLD/MILDEW POLICY

- Please remove any visible moisture accumulation in the apartment, including on walls, windows, floors, ceilings, and bathroom fixtures. Spills should be mopped and the affected areas should be thoroughly dried as soon as possible after the occurrence
- Use exhaust fans in kitchen and bathroom when necessary and keep climate and moisture at reasonable levels.
- The temperature in your home needs to remain between 55 degrees and 80 degrees at all times. Indoor temperatures colder than 60 degrees in the winter could cause a pipe breakage resulting in water with excessive damage that you would be responsible for. Indoor temperatures of more than 80 degrees increase the opportunity for mold growth
- Clean and dust regularly, particularly the kitchen and bath
- Please promptly notify management in writing of the presence of the following conditions:
 - A water leak, excessive moisture, or standing water in the apartment or in any common areas
 - Mold growth in the apartment or in any common areas that persists after having tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex mildew remover, Clorox, or a combination of water and bleach
 - A malfunction in any part of the heating, air-conditioning, or ventilation system
- The Resident shall be liable to Owner for damages sustained to the apartment or to Resident's person or property as a result of Resident's failure to comply with the terms of this policy
- In case of a conflict between the provisions of this policy and any other provisions of the Lease, the provisions of this policy shall govern

All adult household members initial below that the Mold/Mildew policy is understood:

 NH I / We understand and agree that a single violation of this policy is a breach of contract and I/We may be responsible for all damages incurred

_____ I / We understand and agree that a single violation of this policy is a breach of contract and I/We may be responsible for all damages incurred

----- I / We understand and agree that a single violation of this policy is a breach of contract and I/We may be responsible for all damages incurred

MOVE-IN / MOVE-OUT

- Residents must move-in or move-out during reasonable day time hours so as not to disturb other Residents
- Where applicable, elevators are not to be propped open for any reason. During move-in or move-out Management may allow you to "reserve" one elevator for personal use. Please check with Management in advance
- The Resident will be held responsible for any damage resulting from his/her actions and those of their guests
- Vehicles must remain in the parking area and are not permitted on the lawns, walkways or other access areas

PACKAGES

- ----- Packages will not be accepted at the office.
- ----- Packages will be accepted at the office. The management does not accept responsibility for packages. Packages are accepted as a courtesy and management will not be held liable for lost, stolen or damaged contents. We reserve the right to refuse any package. Package size and weight constraints may apply. Packages left more than 10 business days after date of delivery may be returned to sender

PET POLICY

- A maximum of 2 pets are allowed per home
- All pets must first be approved by management
- A Pet Addendum must be signed by all lease signers for any pets in the home
- The following types of animals are permitted to be kept as pets and are subject to pet deposits and/or fees in addition to monthly pet rent:
 - Dogs
 - Cats
- The following types of animals are permitted to be kept as pets and are not subject to pet deposits, fees or monthly pet rent:
 - Birds
 - Fish (tanks cannot exceed 20 gallons)
 - Small reptile and/or amphibians (Snakes are not permitted)
 - Caged Animals (limited to rabbits, guinea pigs, hamsters, ferrets, gerbils, mice and rats)
- Breed restrictions for dogs do apply. The following breed types and/or any cross-breed of these types are prohibited. Other breed types may be prohibited based on city or county ordinances. Please contact the management office for a complete list.
 - Wolf or Wolf Hybrids
 - Pit Bull including American Staffordshire Terrier, American Pit Bull Terrier and Staffordshire Bull Terrier
 - Rottweiler
 - Presa Canario
 - German Shepherd
 - Doberman Pinscher
 - Chow Chow
 - Akita
- All lease signers must sign the Pet Addendum and pay all required monies at the time the pet is brought into the home
- A list of current fees can be obtained at the management office
- A fine of \$100 will be imposed for each unauthorized pet found in the home, whether visiting or living with the Resident. This fine will be in addition to the pet deposit and/or fee and monthly pet rent
- All household members must adhere to the policies set forth in the Pet Addendum

HH I/We understand the pet policy and fines explained above.

----- I/We understand the pet policy and fines explained above.

----- I/We understand the pet policy and fines explained above.

PLAYGROUNDS (For Communities with a Playground)

- Playgrounds are designed for those persons 12 years of age or under
- Adult supervision must be present at all times.
- Proper footwear must be worn
- No horseplay or inappropriate language is permitted

- All posted playground rules must be followed

SMOKE ALARM POLICY

- A working smoke alarm is installed in the apartment.
- Management will maintain and periodically replace the battery to ensure its proper function. Resident may be subject to battery replacement cost in the amount of \$5.00 per battery
- Contact the office in the event of any defects in said smoke alarm, so that it may be corrected
- The Resident is responsible for any damage to the alarm due to tampering with the device
- Removal of the alarm is a violation of the health and safety codes

SATELLITE POLICY (For Communities that Allow Satellite Dishes)

- Installation of 1 satellite dish no larger than one meter in diameter is allowed with written consent from Management
- An additional Security deposit of \$_____ is required before the installation of the satellite dish/antenna. We will consider this deposit an addition to the general deposit for all purposes. The security deposit amount in provision 15 of the Lease Agreement does not include this additional amount. Refund of this deposit will be subject to the terms and conditions of the Lease Agreement
- Management must approve all installations
- Satellite dish must be installed according to FCC regulations and may at no time be outside the perimeter of the patio/balcony or permanently attached to the building
- No damage, such as drilling, may occur to the building, railing, siding, or base of the patio/balcony for installation.
- The satellite dish/antenna must be contained within the patio/balcony area only and total height may not exceed 6 feet after installation
- Management is not required to provide an unobstructed path to the dish itself
- Management cannot guarantee reception or signal.
- Resident agrees to remove all attachments, fixtures, and devices used in installation upon move out. The premises must be returned to the original leased condition.
- No other radio, television or other similar aerals may be installed without written consent of Management

SPEED LIMIT

- For the protection of all Residents, please be conscientious of your speed limit within the community. Any Resident or their guest observed driving recklessly or carelessly, thereby risking the safety of others, is in turn risking their own residency

TRASH / LITTERING

- We take great pride in the appearance of our community. Therefore, we ask that you do not litter or allow your guests to litter. Trash must be deposited into designated receptacles.
- Disposal of cigarette butts and/or other smoking material(s) on community grounds is prohibited
- Disposal of items such as mattresses, sofas, and other items that are unable to be placed in the trash receptacles on community grounds is prohibited. Items that are improperly disposed of may result in fines for removal and may affect your residency.
- Trash outside your front door, on your patio, or community grounds may result in a fine of \$25.00 per bag/occurrence.

NH I/We understand the trash policy and fines explained above

_____ I/We understand the trash policy and fines explained above

_____ I/We understand the trash policy and fines explained above


I/We, have read the Community Policies and understand and agree that violations of the lease and/or these policies may result in termination of residency

[Signature]
Lessee Signature

5/4/15
Date

Lessee Signature

Date

Lessee Signature _____
Lessee Signature *Thomas M. Gally* _____
Management _____
GOLDOLLER


Date _____
Date *5/4/15* _____
Date _____



BED BUG ADDENDUM

Addendum: This is an addendum to the lease contract executed on 04/27/2015 between Nzinga Hughes (Resident) and AB-GO Trails at Dominion Park Propco, L (Owner) for the dwelling you have agreed to rent. The dwelling address is 200 Dominion Park Dr. #1234, Houston, TX 77090 located in The Trails At Dominion Park.

1. **Purpose:** This addendum modifies the Lease Contract and address situations related to bed bugs (*cimexlectularius*) 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.
2. **Inspection:** Resident acknowledges that as of this date, the unit has been inspected and no evidence of bed bugs has been observed.
3. **Infestations:** You agree that you are either not aware of any infestation of bed bugs in your current or previous apartments, homes, or dwellings or if you have has previous infestations with bed bugs that all of your personal property (including furniture, personal belongings, clothing and the like) has been treated by a licensed professional. You agree that all items are free of any infestation. Management may require documentation that previous infestation was treated, inspected and shown to be free of any further infestation.
4. **Access for treatment:** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You, your family members, occupants, guests and invitees must not interfere with inspections or treatments.
5. **Notification and cooperation:** You must promptly notify us of any known or suspected bed bug infestation. You agree to comply completely with the treatment chosen at management's sole discretion to eliminate such infestation. Any and all items that are unable to be treated must be removed permanently and disposed of at an off-site location or as advised by our pest control representative. Landlord has the right to require residents to vacate the unit and remove all personal property in order to properly treat the unit. Failure to comply or notify management of possible infestation may be grounds for termination of residency.
6. **Responsibilities:** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by the Landlord to eliminate the infestation. This includes but is not limited to the treatment expense of your unit and the treatment expense of adjoining units, relocation of neighbors and lost rental income that may incur. Failure to pay any and all expenses within a reasonable timeframe will put resident in default of the lease with could lead to termination of tenancy and resident expense.
7. **Bed Bug facts and do's and don'ts:** The following may be helpful information regarding bed bugs as well as some helpful hints in preventing infestation.
 - **Bed bugs do not transmit disease.** There is no scientific evidence that bed bugs carry disease. The EPA and The Centers for Disease Control have refused to elevate bed bugs to the threat level posed by disease carrying pests.
 - **Bed Bugs do not discriminate.** Increased presence can be largely contributed to a surge in international travel and trade. Bed Bugs have been found in the nicest hotels, apartment communities and homes.
 - **Bed bugs are not attributed to poor hygiene.** While bed bugs are, by their very nature, attracted to clutter, they are certainly not discouraged by cleanliness.
 - **Bed bugs are wingless, flat, broadly oval shaped insects.** They have a lifespan of 6-12 months and are capable of reaching the size of an apple seed at full growth. They are reddish brown in color.
 - **Do not bring home used furniture from an unknown source.** Countless infestations can be attributed to the introduction of 2nd hand or abandoned furniture into a residents unit.
 - **Do not attempt to treat bed bugs yourself.** Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a health risk to yourself and your neighbors.
 - **Inspect your luggage when traveling.** Humans and their belongings pose as the bed bugs main mode of transportation. It is important to inspect yourself, your luggage and personal belongings before traveling home.

1382
Lessee Signature

5/4/1
Date

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature
Management

Date
3/4/15
Date

GOLDOLLER



AMENITY ACCESS ADDENDUM

Addendum: This is an addendum to the lease contract executed on 04/27/2015 between **Nzinga Hughes** (Resident) and **AB-GO Trails at Dominion Park Propco, L** (Owner) for the dwelling you have agreed to rent. The dwelling address is **200 Dominion Park Dr. #1234, Houston, TX 77090** located at **The Trails At Dominion Park**

I/We are in receipt of an either key, fob or access card which allows us to have access to the amenity area after office hours. I understand that a non-refundable amenity access fee of \$15.00 has been charged to my account for this access key, fob or card. This access item is to be used to gain entry to the amenities only. I understand that this amenity key, fob or card is to remain solely in my possession and may not be transferred to anyone that is not a leaseholder on this lease and that has not signed this addendum. I understand that if the amenity key, fob or card is lost, stolen or not turned in at move out, I will be charged a fee in the amount of \$15.00. I understand that no person under the age of 16 may have access to any of the amenities without an adult leaseholder present at all times. I also understand that Management reserves the right to revoke my amenity privileges at any time if rules are breached.

I understand that some amenities may be equipped with cameras that record activity 24 hours a day with random monitoring. No amenity doors shall be propped open at any time as this is a breach of community rules and puts myself and others at risk. The use of any and all amenities is at my own risk and do not hold **AB-GO Trails at Dominion Park Propco, L** responsible for my personal safety or belongings.

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date

Management

Date

I/We decline receipt of an Amenity key, fob or card at this time. I understand that without this access key, fob or card, I/We will not have access to the Community Amenities after hours.

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date

Management

Date

RELEASE OF ALL CLAIMS

Addendum to Lease

Addendum: This is an addendum to the lease contract executed on 04/27/2015 between **Nzinga Hughes** (Resident) and **AB-GO Trails at Dominion Park Propco, L** (Owner) for the dwelling you have agreed to rent. The dwelling address is **200 Dominion Park Dr. #1234, Houston, TX 77090** located in **The Trails At Dominion Park**.

In consideration of being allowed to participate in the hereinafter stated activity and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I/We, hereby personally assume all risks in connection with all exercise equipment, gym facilities, laundry facilities, and do for myself, spouse, legal representatives, heirs, administrators, executors, administrators, and assigns, hereby release and forever discharge and agree to save and hold harmless **AB-GO Trails at Dominion Park Propco, L**, together with its agents, operators, successors, heirs, administrators, executors, and employees of from all liability for any loss or damage, and any claim or damages resulting herewith, whether foreseen or unforeseen, even in injury resulting in death, whether caused by negligence of **AB-GO Trails at Dominion Park Propco, L** or otherwise, while I am participating in any other related activities.

I further state that I am of lawful age and legally competent to sign this release, that I understand the terms herein is contractual and not mere recital, and that I have signed the document of my own free act.

AB-GO Trails at Dominion Park Propco, L has made no warranty or representation of any kind, express or implied, in regard to this activity

I have fully informed myself of the contents of this release by reading it before I signed it



Lessee Signature

5/4/15

Date

Lessee Signature

Date

Lessee Signature

Date

Lessee Signature

Date



Management

5/4/15

Date


GOLDOLLER



Lease Contract Renewal

Date November 3, 2014
(when this Renewal is filed out)

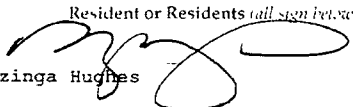


Please note: This Lease Contract Renewal is not valid unless three conditions are satisfied. (1) the owner and residents must be exactly the same as those in the original Lease Contract, i.e. the last full lease, (2) this Lease Contract Renewal is filled out before January 1, 2016, and (3) the TAA Lease Contract to be renewed is the October 2013 form or a later version. Otherwise, the latest TAA Lease Contract form must be used.

- PARTIES TO ORIGINAL LEASE CONTRACT.** This form renews the Lease Contract ("original Lease Contract") dated April 29th, 2014 (year), between you (all residents in the original Lease Contract, as listed again below) Nzinga Hughes and us, the owner (same as in original Lease Contract) Trails At Dominion Park for Unit No. 1234, at 200 Dominion Park Dr. (street address), in Houston (city), Texas, 77090 (zip code). In this document, the term "you" refers 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.
- OCCUPANTS SAME AS ORIGINAL LEASE CONTRACT.** During the renewal period, the dwelling may be occupied only by you and the same occupants listed in the original Lease Contract unless we've noted otherwise under "Changed Terms" in paragraph 9 of this Renewal.
- EXPIRATION.** The original Lease Contract or previous Lease Contract renewal period expires on December 31st, 2014 (year) (use latest expiration date).
- RENEWAL.** This Renewal extends the original Lease Contract and any previous Renewal or extension of the Lease Contract for an additional period ("renewal period") beginning on January 1st, 2015 (year), and ending on June 30th, 2015 (year).
- RENT.** During the renewal period, you must pay \$ 619.00 per month for rent.
- RELETING CHARGE.** The reletting charge under paragraph 11 of the Lease Contract shall be \$ 526.15, not to exceed 85% of the highest monthly rent during the renewal period.
- OTHER CHARGES.** Late-payment charges, returned-check charges and animal-violation charges will be the same as in the original Lease Contract except as follows.
- ATTACHMENTS.** All attachments (such as community rules or Lease Contract addenda or amendments) are the same as in the original Lease Contract, except for any new or modified attachments that are described below and attached to this Renewal.
- CHANGED TERMS.** All other provisions in the original Lease Contract remain the same except as follows:

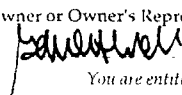
- NO ORAL AGREEMENTS.** Neither you nor we are bound by any oral agreements regarding this Renewal. All the terms are contained either in this written Renewal or in the original Lease Contract.
- NO WAIVER OF RIGHTS.** By signing this Renewal, neither you nor we waive any of our rights or remedies under the original Lease Contract.
- AUTOMATIC TERMINATION.** If we lawfully terminate your right of occupancy under the original Lease Contract before the renewal period begins, your right of occupancy during the renewal period is automatically terminated.
- TAA MEMBERSHIP.** We represent that at least one of the following parties is a member of both TAA and the local apartment association when this Renewal is signed:
 - us (the owner),
 - our management company,
 - the condominium association (if the unit is in a condominium project), or
 - the management company representing the condominium association (if the unit is in a condominium project)If these membership requirements are not met at the time of signing this Lease Contract Renewal, then you may declare this Lease Contract Renewal void if you choose—except for the provision on property damage in the Lease Contract.
- SIGNATURES BY ALL PARTIES.** This Lease Contract Renewal is binding only when signed by the owner's representative and all residents who signed the original Lease Contract. Exception: If only one spouse signs, the Lease Contract Renewal is only binding on that spouse.
- REPRESENTATIONS.** You represent to us that all information on your Rental Application and/or any Lease Contract Guaranty is still correct, except for the following new or corrected information:

YOU ARE LEGALLY BOUND BY THIS DOCUMENT. PLEASE READ IT CAREFULLY.

Resident or Residents (all sign below)

Nzinga Hughes

Date of Signing Renewal 11/3/14 Home Phone _____

Owner or Owner's Representative (signs below)



Date of Signing Renewal 11/3/14 _____

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

Nzinga Hughes

11032014019901TX07040251





This Lease Contract is only valid if filled out before January 1, 2015

Apartment Lease Contract



Date of Lease Contract April 29, 2014
(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) Nzinga Hughes

and us, the owner

Trails At Dominion Park

(name of apartment community or title holder) You've agreed to rent Apartment No 1234 at 200 Dominion Park Dr. (street address) in Houston (city), Texas, 77090 (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 other occupants

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 1st day of July, 2014 (year), and ends at midnight the 31st day of December, 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 card. 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 \$ 579.00 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 \$ _____ is due for the remainder of (check one) ☒ 1st month or ☐ 2nd month, on _____ (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 month's check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 50.00 plus a daily late charge of \$ 10.00 per day after that date until 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 \$ 40.00 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.

Prorated rent of \$ _____ is due for the remainder of (check one) ☒ 1st month or ☐ 2nd month, on _____ (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 month's check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 50.00 plus a daily late charge of \$ 10.00 per day after that date until 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 \$ 40.00 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.

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.

Monthly Pest Control Fee of \$3.00, water/sewer, gas, trash, parking, and other rentable items are not included in rent amount listed above. See attached addendums. No checks accepted for rental payment after the 3rd.

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. Keved 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 of this type.

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.

11. **UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable for a reletting charge of \$ 492.15 (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.

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Nzinga Hughes

Your Initials: NH Initials of Our Representative: [Signature]

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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 2306.6738, 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 kennelled 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.** No 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, harassing in

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Nzinga Hughes

Your Initials: NH Initials of Our Representative: JW

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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, selling, 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 or 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 shelter, 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, certain sexual offenses, or stalking.

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, call-up 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 or 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 22.26(1), 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 fires 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-impaired 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 30 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 responsible for obtaining 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 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 state 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, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. 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 matter—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, except as set forth in the addendum, pay an animal deposit. We will authorize an assistance or support animal for a disabled person but will not require an animal deposit. The animal addendum includes information governing animals, including assistance or service animals. We may require a written statement from a qualified professional verifying the need for such an animal. An animal deposit is considered a general security deposit. 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 it 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

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Nzinga Hughes

Your Initials: *NH*, Initials of Our Representative: *[Signature]*

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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 devices, 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 or 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 or all other residents in the apartment for service or 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 _____

(write by 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.

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 occupant is 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, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (ii) any sex-related crime, including a misdemeanor, (b) 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

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.

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. Unless we elect not to accelerate rent, 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 to 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 2% 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 15% 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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Nzinga Hughes

Your Initials *NH*

Initials of Our Representative *JW*

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.

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. When we receive money, other than sale proceeds under paragraph 13 or utility payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept 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.

Security Guidelines for Residents

36. **SECURITY GUIDELINES.** We care about your safety and that of other occupants and guests. No security system is fail-safe. 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.

- 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 me!) must be the last day of the month or 2 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 40 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.

Nzinga Hughes

Your Initials: NH, Initials of Our Representative.

Apartment Lease Contract

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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 taking unauthorized security devices or alarm systems, agreed reletting charges, packing, removing or storing property removed or stored under paragraph 13, removing or booting illegally parked vehicles, special trips for trash removal caused by parked vehicles blocking dumpsters, false security alarm charges,

unless due to our negligence, animal-related charges under 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've 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 32).

Signatures, 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
- ☐ Intrusion Alarm Addendum
- ☒ Inventory & Condition Form
- ☐ Lead Hazard Information and Disclosure Addendum
- ☐ Lease Contract Guaranty (_____ guaranties, if more than one)
- ☐ Legal Description or Apartment (optional: attach form longer than one page)
- ☐ 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 **Trash Addendum - Flat Fee**
- ☐ Other _____

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

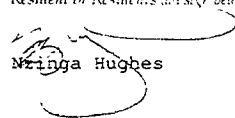
You are legally bound by this document.
Please read it carefully.

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)


Nzinga Hughes

4/29/14
Date signed

Date signed

Date signed

Date signed

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


Jane H. H. H.

4/29/14

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

200 Dominion Park Drive

Houston, Texas 77090

(281) 875-3300

After-hours phone number (281) 875-3300

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

Date form is filled out (same as on top of page 1) 04/29/2014

Nzinga Hughes

Trails At Dominion Park

Apartment Lease Contract TAA Official Statewide Form 13-A, B-1, B-2, Revised October, 2013, Copyright 2013 Texas Apartment Association, Inc.

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This Lease Contract is only valid if filled out before January 1, 2014

Apartment Lease Contract



Date of Lease Contract April 29, 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) Nzinga Hughes and as the owner Trails At Dominion Park

(name of apartment community or title holder) You've agreed to rent Apartment No. 1234 at 200 Dominion Park Dr. in Houston (street address) Texas, 77090 (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 Guarantee for each guarantor must be executed.

2. OCCUPANTS. The apartment will be occupied only by you and no other occupants (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 1st day of July, 2013 (year), and ends at midnight the 30th day of June, 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 ☒ 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 apartment key(s), mailbox key(s), and other access devices for gate card. 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 ☒ furnished or ☐ unfurnished.

6. RENT AND CHARGES. You will pay \$ 579.00 per month for rent, in advance and without demand ☒ at the on-site manager's office ☐ through our online payment site ☐ at _____

Pro-rated rent of \$ 579.00 is due for the remainder of (check one) ☒ 1st month or ☐ 3rd month, on _____ (month). 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 3rd day of the month, you'll pay an initial late charge of \$ 50.00 plus a daily late charge of \$ 10.00 per day after that date until 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 \$ 40.00 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 as 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. Keypad locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by 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 42.165(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 if at 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.

Monthly Pest Control Fee of \$3.00, water/sewer, gas, trash, parking, and other rentable items are not included in rent amount listed above. See attached addendums. No checks accepted for rental payment after the 3rd.

11. UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE. You'll be liable for a reletting charge of \$ 492.15 (not to exceed 35% 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.

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Nzinga Hughes
Your Initials: NH Initials of Our Representative: [Signature]

Apartment Lease Contract

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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 or 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.** No 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.

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

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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

Nzinga Hughes

Your Initials: *NH*

Initials of Our Representative: *[Signature]*

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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, motor vehicles, 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 wheels 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 later 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, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After you 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 returning 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 rent 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 92.011, 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 fires 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-impaired 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 56 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 or 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, wallpapering, carpeting, electrical changes, or otherwise alter our property. No nails or stickers are allowed inside or outside the apartment. 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, anurans, 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 deodorizing, 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

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Nzinga Hughes

Your Initials: NH Initials of Our Representative: [Signature]

Apartment Lease Contract

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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.

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 occupant is 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, marijuana, 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

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.

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 owed 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 party, 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 interest associated with collecting late rent, but are not for attorney's fees and litigation costs. All unpaid amounts you owe, including judgments, near 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 30 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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Nzinga Hughes

Your Initials: NH, Initials of Our Representative: [Signature]

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 at your 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 tax transmittal verification. Fax and 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.

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.

Security Guidelines for Residents

36. SECURITY GUIDELINES. We care about your safety and that of other occupants and guests. *No security system is failsafe. Even the best system 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-lit, paved 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.

- 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, in the first, it will suffice for move-out on the last day of the month or intended move-out, provided that all other requirements below are met.
- The move-out date in your notice (fax and/or ☒ must be the last day of the month or ☐ may be the exact day designated in your notice. If neither is checked, the set out 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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Nzinga Hughes

Your Initials: NH

Initials of Our Representative: [Signature]

Apartment Lease Contract

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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 devices, or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing or booting illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges

unless due to our negligence; animal-related charges under 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've 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 32).

Signatures, 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: _____ guarantees, if more than one
☐ Legal Description of Apartment (optional; if more than one, more 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
☐ Renters 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: Trash Addendum - Flat Fee
☐ Other: _____

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

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)

Nzinga Hughes

4/29/13 Date signed

Date signed

Date signed

Date signed

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

Daneshia

4/29/13

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

200 Dominion Park Drive

Houston, Texas 77090

(281) 875-3300

After-hours phone number (281) 875-3300

Always call 911 for police fire or medical emergencies

Date form is filled out (same as on top of page 1) 04/29/2013

Nzinga Hughes

Trails At Dominion Park

Apartment Lease Contract

[TAA Official Statewide Form 11-A, B-1, B-2, Rev. 04 October 2011 Copyright 2011 Texas Apartment Association, Inc.]

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**LEASE ADDENDUM FOR RENT CONCESSION
OR OTHER RENT DISCOUNT**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1234 in the Trails At Dominion Park

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

2. **Rent concession or discount.** As an incentive and bonus to you for signing the TAA Lease Contract, choosing our property, and agreeing to fulfill your obligations for the entire term of the TAA Lease Contract, you will receive a rent concession, monthly discount or other discount described below

[Check all that apply]

☒ **One-time concession.** You will receive a one-time concession off the market rent as stated in Paragraph 6 of the TAA Lease Contract in the total amount of \$ 200.00. This concession will be credited to your rent due for the month(s) of July 2013 (renewal special)

☐ **Monthly discount.** You will receive a monthly discount of \$ _____ off of the market rent as stated in Paragraph 6 of the TAA Lease Contract. Your discounted monthly rent will be \$ _____ for _____ months

☐ **Other discount.** You will receive the following discount off the market rent as stated in Paragraph 6 of the TAA Lease Contract

3. **Market rent.** The market rent for this dwelling is the rent stated in paragraph 6 of the TAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the TAA Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties

4. **Payment or repayment for early move out.** If you move out or terminate your TAA Lease Contract early, in violation of the TAA Lease Contract, this addendum will be immediately terminated

You can fulfill your obligations for rent due under the TAA Lease Contract by immediately paying us for all remaining months of rent owed until the end of the TAA Lease Contract term. Rent owed would be based on market rent as stated in paragraph 6 of the TAA Lease Contract if a one-time concession was provided or the rent under paragraph 2 of this addendum if a discount was provided

If you fail to pay all of your obligations for the rent due under the TAA Lease Contract, as stated above, then you will be required to immediately repay us the amounts of all ☒ concessions and/or ☒ discounts (check those that apply) that you actually received from us for the months you resided in your dwelling, in addition to all other sums due under the TAA Lease Contract for a lease violation.

5. **Mitigation of Damages.** We will exercise customary diligence to relet and minimize damages. We will credit all subsequent rent that we actually receive from successor residents against all future rent paid by you to satisfy the terms of this addendum

6. **Special Provisions.** The following special provisions control over any conflicting provisions of this printed addendum or the TAA Lease Contract

Resident is responsible for repayment of concessions if lease is not fulfilled.

Resident or Residents

[All residents must sign here]

Nzinga Hughes

Owner or Owner's Representative

[signs here]

[Signature]

Date of Lease Contract

April 29, 2013

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

1 **Addendum.** This is an addendum to the TAA Lease Contract for Apt No 1234 in the Trails At Dominion Park 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 states 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 a monthly bill to us for the water/wastewater mastermeter is about the _____ 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 or 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 \$ 17.89 per unit, varying from \$ 8.19 to \$ 74.37 for the lowest to highest monthly 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.

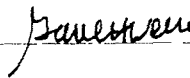
9 **TCEQ.** Water allocation billing is regulated by the TCEQ, which has published a summary of the rules (called a tenant guide). A copy of this summary or a copy of the rules is attached. This addendum complies with those rules.

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)


Nzinga Hughes

Owner or Owner's Representative
(Signs here)



Date of Lease Contract

April 29, 2013

Attached: TCEQ Tenant Guide for Allocated Water Billing Service



TCEQ GENERAL INFORMATION

Water Supply Division

GI-276 • Revised December 2011

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.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY • PO BOX 1308 • AUSTIN, TX 78711-3008

The TCEQ is an equal opportunity employer. The agency does not allow discrimination on the basis of age, race, religion, national origin, sex, disability, age, sexual orientation, or veteran status. In compliance with the Americans with Disabilities Act, this document may be requested in alternate formats by contacting the TCEQ at 512-239-0029, fax 512-239-4458, or AOC-REG-ATX-TCEQ, c/o: Writing, P.O. Box 1308, Austin, TX 78711-3008. We authorize you to use or reproduce any original material contained in this publication that is any material we did not obtain from other sources. Please acknowledge the TCEQ as your source.

- 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
ALLOCATING NATURAL GAS COSTS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1234 in the Trails At Dominion Park

_____ 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 5 percent will be made to cover estimated gas consumption in any common areas, such as: (1) gas dryers and room heating in laundry rooms, or (2) hot water heating for pools, spas or laundry rooms. Penalties or interest for any late payment of the mastermeter gas bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 0.00 per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

6. **Change of allocation formula.** The above allocation formula for determining your share of the natural gas bill cannot be changed except as follows: (1) you receive notice of the new formula at least 30 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]

Nzinga Hughes

Owner or Owner's Representative

[signs here]



Date of TAA Lease Contract

April 29, 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. 1234 in the Trails At Dominion Park

_____ Apartments
in Houston, Texas.

OR

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

in _____, Texas

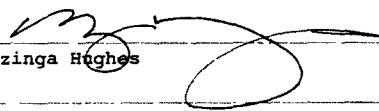
2 **Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated 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 \$ 7.00 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 \$ 0.00 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]



Nzinga Hughes

Owner or Owner's Representative
[signs here]



Date of Lease Contract

April 29, 2013

Nzinga Hughes

Exhibit 1-22

(2017 – 01 – 05)

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	220 DOMINION PKWY IRR		70050-1901114201		
	SERVICE PERIOD	FROM TO	BILLING DATE		
	12/01/16	01/02/17	01/05/17		
READ DATE(W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	01/02/17 45403513 3696.0 3696.0 .0	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT

		WATER			
		GALLONS			
		12/01/16	.0	BALANCE FORWARD	12.50
		11/02/16	.0	PAYMENT 12/27	12.50CR
		10/04/16	7.0	WATER	12.50
		09/03/16	.0		
		08/02/16	.0		
		07/01/16	2.0	THIS MONTH	12.50
06/03/16	17.0				
05/03/16	.0				
03/31/16	.0				
03/01/16	5.0				
02/01/16	.0				
01/04/16	.0				
		TOTAL NOW DUE	12.50		
		PENALTY AMOUNT	PAY THIS AMOUNT AFTER		
		1.87	14.37 02/01/2017		

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-
 PHONE NO. (281) 367-5511

Account Number 70050-1901114201
 Service Address 220 DOMINION PKWY IRR
 050

12.50	02/01/17	14.37
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
12.50

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011142010000012500000014370000000003

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	210 DOMINION PKWY IRR		70050-1901114101		
	SERVICE PERIOD	FROM	TO	BILLING DATE	
		12/01/16	01/02/17	01/05/17	
READ DATE (W) 01/02/17 METER NUM. 45403514 PRES. READ 23131.0 PREV. READ 23131.0 TOTAL GALLONS .0 In 1,000's			DESCRIPTION AMOUNT		
			BALANCE FORWARD 12.44		
			PAYMENT 12/27 12.44CR		
			WATER 12.50		
			THIS MONTH 12.50		
			TOTAL NOW DUE 12.50		
			PENALTY AMOUNT 1.87		
PAY THIS AMOUNT AFTER 14.37 02/01/2017					

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-
 PHONE NO. (281) 367-5511

Account Number 70050-1901114101
 Service Address 210 DOMINION PKWY IRR
 050

12.50	02/01/17	14.37
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
12.50

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011141010000012500000014370000000005

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	ON DP AT KUYKENDAHL IRR		70050-1901113701		
	SERVICE PERIOD	FROM	TO	BILLING DATE	
		12/01/16	01/02/17	01/05/17	
READ DATE (W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	01/02/17 1175758 3.0 3.0 .0			DESCRIPTION	AMOUNT
				BALANCE FORWARD	12.50
				PAYMENT 12/27	12.50 CR
				WATER	12.50
				THIS MONTH	12.50
		TOTAL NOW DUE		12.50	
PENALTY AMOUNT		PAY THIS AMOUNT AFTER			
1.87		14.37 02/01/2017			

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281) 367-5511 OR: (281) 367-1809 FAX: (281) 367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901113701
 Service Address ON DP AT KUYKENDAHL IRR
 050

12.50	02/01/17	14.37
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
12.50

AB-GO TRAILS AT DOMINION PARK
 PROPCO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011137010000012500000014370000000003

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	DP-W OF BLUE ASH IRR		70050-1901113501		
	SERVICE PERIOD	FROM	TO	BILLING DATE	
		12/01/16	01/02/17	01/05/17	
READ DATE (W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	01/02/17 60311090 35865.0 35836.0 29.0	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT
		WATER GALLONS		BALANCE FORWARD	882.73
				PAYMENT 12/27	882.73 CR
				WATER	38.50
				CHCRWA	73.66
				THIS MONTH	112.16
				TOTAL NOW DUE	112.16
				PENALTY AMOUNT	16.82
				PAY THIS AMOUNT AFTER	128.98
					02/01/2017

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
---	---

AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-
 PHONE NO. (281) 367-5511

Account Number 70050-1901113501
 Service Address DP-W OF BLUE ASH IRR
 050

112.16	02/01/17	128.98
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
112.16

AB-GO TRAILS AT DOMINION PARK
 PROPCO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011135010000112160000128980000000009

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER			
	BLUE ASH PHASE 4		70050-1901114501			
	SERVICE PERIOD	FROM	TO	BILLING DATE		
		12/01/16	01/02/17	01/05/17		
READ DATE (W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	01/02/17 44579976 3879.0 3824.0 55.0	*** USAGE HISTORY *** ----- WATER GALLONS 12/01/16 51.0 11/02/16 49.0 10/04/16 52.0 09/03/16 60.0 08/02/16 59.0 07/01/16 52.0 06/03/16 70.0 05/03/16 60.0 03/31/16 57.0 03/01/16 66.0 02/01/16 60.0 01/04/16 71.0 11 UNITS		DESCRIPTION		AMOUNT
				BALANCE FORWARD		539.29
				PAYMENT 12/27		539.29CR
				SEWER		198.00
				WATER		211.75
				CHCRWA		139.70
				THIS MONTH		549.45
				TOTAL NOW DUE		549.45
				PENALTY AMOUNT		PAY THIS AMOUNT AFTER
				82.41		631.86 02/01/2017

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901114501
 Service Address BLUE ASH PHASE 4
 050

549.45	02/01/17	631.86
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
549.45

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011145010000549450000631860000000004

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	BLUE ASH & DP IRR		70050-1901113601		
	SERVICE PERIOD	FROM TO	BILLING DATE		
	12/01/16	01/02/17	01/05/17		
READ DATE (W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	01/02/17	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT
	1177351	-----			
	37987.0	WATER		BALANCE FORWARD	2,394.94
	37482.0	GALLONS		PAYMENT 12/27	2,394.94 CR
	505.0	12/01/16 636.0		WATER	615.75
		11/02/16 548.0		CHCRWA	1,282.70
		10/04/16 251.0			
		09/03/16 .0			
		08/02/16 .0		THIS MONTH	1,898.45
		07/01/16 4.0			
	06/03/16 .0		TOTAL NOW DUE	1,898.45	
	05/03/16 .0		PENALTY AMOUNT	PAY THIS AMOUNT AFTER	
	03/31/16 .0		284.76	2,183.21	
	03/01/16 2.0			02/01/2017	
	02/01/16 .0				
	01/04/16 .0				

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-
 PHONE NO. (281) 367-5511

Account Number 70050-1901113601
 Service Address BLUE ASH & DP IRR
 050

1,898.45	02/01/17	2,183.21
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
1,898.45

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011136010001898450002183210000000005

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	200 DOMINION PKWY		70050-1901113801		
	SERVICE PERIOD	FROM TO	BILLING DATE		
	12/01/16	01/02/17	01/05/17		
READ DATE (W) METER NUM. 91650542 Badger PRES. READ 91497.0 PREV. READ 89647.0 TOTAL GALLONS 1850.0 In 1,000's	01/02/17	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT

		WATER			
		GALLONS		BALANCE FORWARD	16,775.58
				PAYMENT 12/27	16,775.58 CR
				SEWER	6,552.00
				WATER	7,224.00
				CHCRWA	4,699.00
				THIS MONTH	18,475.00
				TOTAL NOW DUE	18,475.00
		PENALTY AMOUNT	PAY THIS AMOUNT AFTER		
		2,771.25	21,246.25		
			02/01/2017		
		336 UNITS			

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281) 367-5511 OR: (281) 367-1809 FAX: (281) 367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901113801
 Service Address 200 DOMINION PKWY
 050

18,475.00	02/01/17	21,246.25
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
18,475.00

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011138010018475000021246250000000002

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	BLUE ASH PHASE 2		70050-1901113901		
	SERVICE PERIOD	FROM TO	BILLING DATE		
	12/01/16	01/02/17	01/05/17		
READ DATE(W) METER NUM. 31958370 Neptun PRES. READ 49844.0 PREV. READ 48848.0 TOTAL GALLONS 996.0 In 1,000's	01/02/17	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT

		WATER			
		GALLONS		BALANCE FORWARD	10,774.78
				PAYMENT 12/27	10,774.78CR
		12/01/16 957.0		SEWER	4,032.00
		11/02/16 972.0		WATER	4,312.00
		10/04/16 1201.0		CHCRWA	2,529.84
		09/03/16 1205.0			
		08/02/16 1218.0		THIS MONTH	10,873.84
	07/01/16 967.0				
	06/03/16 1039.0				
	05/03/16 1128.0				
	03/31/16 1042.0				
	03/01/16 845.0				
	02/01/16 929.0				
	01/04/16 1176.0				
		224 UNITS		TOTAL NOW DUE	10,873.84
				PENALTY AMOUNT	PAY THIS AMOUNT AFTER
				1,631.07	12,504.91 02/01/2017

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-
 PHONE NO. (281) 367-5511

Account Number 70050-1901113901
 Service Address BLUE ASH PHASE 2
 050

10,873.84	02/01/17	12,504.91
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
10,873.84

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011139010010873840012504910000000009

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	DOM PKWY PHASE 3		70050-1901114001		
	SERVICE PERIOD	FROM	TO	BILLING DATE	
	12/01/16	01/02/17	01/05/17		
READ DATE (W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	01/02/17	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT
	94169046	-----			
	153746.0	WATER			
	152444.0	GALLONS		BALANCE FORWARD	13,129.26
	1302.0			PAYMENT 12/27	13,129.26
		12/01/16	1180.0	SEWER	4,896.00
		11/02/16	1239.0	WATER	5,236.00
		10/04/16	1170.0	CHCRWA	3,307.08
		09/03/16	1246.0		
		08/02/16	1279.0		
	07/01/16	1105.0	THIS MONTH	13,439.08	
	06/03/16	1126.0			
	05/03/16	1131.0			
	03/31/16	1031.0			
	03/01/16	1488.0			
	02/01/16	1238.0			
	01/04/16	1209.0			
	272 UNITS		TOTAL NOW DUE	13,439.08	
			PENALTY AMOUNT	PAY THIS AMOUNT AFTER	
			2,015.86	15,454.94	
				02/01/2017	

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
---	---

AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901114001
 Service Address DOM PKWY PHASE 3
 050

13,439.08	02/01/17	15,454.94
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
13,439.08

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011140010013439080015454940000000000

Exhibit 1-22

(2017 – 02 – 06)

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	220 DOMINION PKWY IRR		70050-1901114201		
	SERVICE PERIOD	FROM TO	BILLING DATE		
	01/02/17	02/02/17	02/06/17		
READ DATE (W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	02/02/17	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT
	45403513	-----			
	3696.0	WATER			
	3696.0	GALLONS			
	.0				
		01/02/17	.0	BALANCE FORWARD	12.50
		12/01/16	.0	PAYMENT 01/24	12.50CR
		11/02/16	.0	WATER	12.50
		10/04/16	7.0		
		09/03/16	.0		
	08/02/16	.0			
	07/01/16	2.0			
	06/03/16	17.0	THIS MONTH	12.50	
	05/03/16	.0			
	03/31/16	.0			
	03/01/16	5.0			
	02/01/16	.0			
			TOTAL NOW DUE	12.50	
			PENALTY AMOUNT	PAY THIS AMOUNT AFTER	
			1.87	14.37 03/01/2017	

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
---	---

AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901114201
 Service Address 220 DOMINION PKWY IRR
 050

12.50	03/01/17	14.37
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
12.50

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011142010000012500000014370000000003

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	210 DOMINION PKWY IRR		70050-190114101		
	SERVICE PERIOD	FROM	TO	BILLING DATE	
		01/02/17	02/02/17	02/06/17	
READ DATE (W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	02/02/17 45403514 23131.0 23131.0 .0			DESCRIPTION	AMOUNT
				BALANCE FORWARD	12.50
				PAYMENT 01/24	12.50CR
				WATER	12.50
				THIS MONTH	12.50
		TOTAL NOW DUE		12.50	
		PENALTY AMOUNT		PAY THIS AMOUNT AFTER	
1.87		14.37 03/01/2017			

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-190114101
 Service Address 210 DOMINION PKWY IRR
 050

12.50	03/01/17	14.37
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
12.50

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011141010000012500000014370000000005

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER	
	ON DP AT KUYKENDAHL IRR		70050-1901113701	
	SERVICE PERIOD	FROM TO	BILLING DATE	
	01/02/17	02/02/17	02/06/17	
READ DATE (W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	02/02/17 1175758 3.0 3.0 .0	DESCRIPTION AMOUNT		
		BALANCE FORWARD 12.50		
		PAYMENT 01/24 12.50CR		
		WATER 12.50		
		THIS MONTH 12.50		
		TOTAL NOW DUE 12.50		
PENALTY AMOUNT		PAY THIS AMOUNT AFTER		
1.87		14.37 03/01/2017		

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901113701
 Service Address ON DP AT KUYKENDAHL IRR
 050

12.50	03/01/17	14.37
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
12.50

AB-GO TRAILS AT DOMINION PARK
 PROPCO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011137010000012500000014370000000003

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER	
	DP-W OF BLUE ASH IRR		70050-1901113501	
	SERVICE PERIOD	FROM TO	BILLING DATE	
	01/02/17	02/02/17	02/06/17	
READ DATE (W) 02/02/17 METER NUM. 60311090 PRES. READ 35865.0 PREV. READ 35865.0 TOTAL GALLONS .0 In 1,000's	*** USAGE HISTORY *** ----- WATER GALLONS 01/02/17 29.0 12/01/16 237.0 11/02/16 176.0 10/04/16 134.0 09/03/16 .0 08/02/16 .0 07/01/16 .0 06/03/16 17.0 05/03/16 1.0 03/31/16 .0 03/01/16 .0 02/01/16 1.0	DESCRIPTION		AMOUNT
		BALANCE FORWARD		112.16
		PAYMENT 01/24		112.16 CR
		WATER		12.50
		THIS MONTH		12.50
		TOTAL NOW DUE		12.50
		PENALTY AMOUNT		PAY THIS AMOUNT AFTER
		1.87		14.37 03/01/2017

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901113501
 Service Address DP-W OF BLUE ASH IRR
 050

12.50	03/01/17	14.37
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
12.50

AB-GO TRAILS AT DOMINION PARK
 PROPCO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011135010000012500000014370000000007

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	DOM PKWY PHASE 3		70050-1901114001		
	SERVICE PERIOD	FROM TO	BILLING DATE		
	01/02/17	02/02/17	02/06/17		
READ DATE (W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	02/02/17 94169046 155400.0 153746.0 1654.0	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT
		WATER GALLONS		BALANCE FORWARD	13,439.08
				PAYMENT 01/24	13,439.08 CR
				SEWER	5,712.00
				WATER	6,596.00
				CHCRWA	4,565.04
				THIS MONTH	16,873.04
				TOTAL NOW DUE	16,873.04
				PENALTY AMOUNT	PAY THIS AMOUNT AFTER
				2,530.95	19,403.99 03/01/2017
		272 UNITS			

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901114001
 Service Address DOM PKWY PHASE 3
 050

16,873.04	03/01/17	19,403.99
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
16,873.04

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011140010016873040019403990000000002

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	BLUE ASH PHASE 2		70050-1901113901		
	SERVICE PERIOD	FROM	TO	BILLING DATE	
		01/02/17	02/02/17	02/06/17	
READ DATE (W) 02/02/17 METER NUM. 31958370 Neptun PRES. READ 50895.0 PREV. READ 49844.0 TOTAL GALLONS 1051.0 In 1,000's	*** USAGE HISTORY *** ----- WATER GALLONS 01/02/17 996.0 12/01/16 957.0 11/02/16 972.0 10/04/16 1201.0 09/03/16 1205.0 08/02/16 1218.0 07/01/16 967.0 06/03/16 1039.0 05/03/16 1128.0 03/31/16 1042.0 03/01/16 845.0 02/01/16 929.0 224 UNITS	DESCRIPTION		AMOUNT	
		BALANCE FORWARD		10,873.84	
		PAYMENT 01/24		10,873.84 CR	
		SEWER		4,032.00	
		WATER		4,312.00	
		CHCRWA		2,900.76	
		THIS MONTH		11,244.76	
		TOTAL NOW DUE		11,244.76	
		PENALTY AMOUNT		PAY THIS AMOUNT AFTER	
		1,686.71		12,931.47 03/01/2017	

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901113901
 Service Address BLUE ASH PHASE 2
 050

11,244.76	03/01/17	12,931.47
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
11,244.76

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

70050190111390100112447600129314700000000006

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	200 DOMINION PKWY		70050-1901113801		
	SERVICE PERIOD	FROM	TO	BILLING DATE	
		01/02/17	02/02/17	02/06/17	
READ DATE (W) METER NUM. 91650542 Badger PRES. READ 93286.0 PREV. READ 91497.0 TOTAL GALLONS 1789.0 In 1,000's	02/02/17	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT

		WATER			
		GALLONS			
		01/02/17 1850.0		BALANCE FORWARD	18,475.00
		12/01/16 1677.0		PAYMENT 01/24	18,475.00CR
		11/02/16 1730.0		SEWER	6,552.00
		10/04/16 1982.0		WATER	7,224.00
		09/03/16 1876.0		CHCRWA	4,937.64
		08/02/16 1911.0		THIS MONTH	18,713.64
07/01/16 1559.0					
06/03/16 1836.0					
05/03/16 2024.0					
03/31/16 1668.0					
03/01/16 1569.0					
02/01/16 1718.0					
336 UNITS		TOTAL NOW DUE	18,713.64		
		PENALTY AMOUNT	PAY THIS AMOUNT AFTER		
		2,807.04	21,520.68 03/01/2017		

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901113801
 Service Address 200 DOMINION PKWY
 050

18,713.64	03/01/17	21,520.68
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
18,713.64

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011138010018713640021520680000000005

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	BLUE ASH & DP IRR		70050-1901113601		
	SERVICE PERIOD	FROM	TO	BILLING DATE	
		01/02/17	02/02/17	02/06/17	
READ DATE (W) METER NUM. PRES. READ PREV. READ TOTAL GALLONS In 1,000's	02/02/17 1177351 38124.0 37987.0 137.0	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT

		WATER			
		GALLONS			
		01/02/17 505.0		BALANCE FORWARD	1,898.45
		12/01/16 636.0		PAYMENT 01/24	1,898.45CR
		11/02/16 548.0		WATER	155.75
		10/04/16 251.0		CHCRWA	378.12
		09/03/16 .0			
		08/02/16 .0			
07/01/16 4.0		THIS MONTH	533.87		
06/03/16 .0					
05/03/16 .0					
03/31/16 .0					
03/01/16 2.0					
02/01/16 .0					
		TOTAL NOW DUE	533.87		
		PENALTY AMOUNT	PAY THIS AMOUNT AFTER		
		80.08	613.95 03/01/2017		

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
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AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901113601
 Service Address BLUE ASH & DP IRR
 050

533.87	03/01/17	613.95
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
533.87

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011136010000533870000613950000000009

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER		
	BLUE ASH PHASE 4		70050-1901114501		
	SERVICE PERIOD	FROM TO	BILLING DATE		
	01/02/17	02/02/17	02/06/17		
READ DATE (W) 02/02/17 METER NUM. 44579976 PRES. READ 3944.0 PREV. READ 3879.0 TOTAL GALLONS 65.0 In 1,000's	02/02/17 44579976 3944.0 3879.0 65.0	*** USAGE HISTORY ***		DESCRIPTION	AMOUNT

		WATER			
		GALLONS			
		01/02/17	55.0	BALANCE FORWARD	549.45
		12/01/16	51.0	PAYMENT 01/24	549.45CR
		11/02/16	49.0	SEWER	214.50
		10/04/16	52.0	WATER	236.50
		09/03/16	60.0	CHCRWA	179.40
		08/02/16	59.0		
07/01/16	52.0	THIS MONTH	630.40		
06/03/16	70.0				
05/03/16	60.0				
03/31/16	57.0				
03/01/16	66.0				
02/01/16	60.0				
11 UNITS		TOTAL NOW DUE	630.40		
		PENALTY AMOUNT	PAY THIS AMOUNT AFTER		
		94.56	724.96 03/01/2017		

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER. MAKE CREDIT CARD PAYMENTS @ www.municipalops.com
---	---

AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215

PO BOX 1689
SPRING TX 77383-

PHONE NO. (281) 367-5511

Account Number 70050-1901114501
Service Address BLUE ASH PHASE 4
050

630.40	03/01/17	724.96
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID
630.40

AB-GO TRAILS AT DOMINION PARK
PROP CO, LLC
1628 JFK BLVD STE 1600
PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-

70050190111450100006304000007249600000000001

Exhibit 1-22

(2017 – 03 – 06)

AB-GO TRAILS AT DOMINION PARK

MAKE CHECK PAYABLE TO: HARRIS CO MUD #215 PO BOX 1689 SPRING TX 77383	SERVICE ADDRESS		ACCOUNT NUMBER	
	200 DOMINION PKWY		70050-1901113801	
	SERVICE PERIOD	FROM	TO	BILLING DATE
		02/02/17	03/02/17	03/06/17
READ DATE (W) 03/02/17 METER NUM. 91650542 Badger PRES. READ 94835.0 PREV. READ 93286.0 TOTAL GALLONS 1549.0 In 1,000's	*** USAGE HISTORY ***		DESCRIPTION	
	-----		AMOUNT	
	WATER		BALANCE FORWARD	
	GALLONS		PAYMENT 02/24	
	02/02/17 1789.0		SEWER	
	01/02/17 1850.0		WATER	
	12/01/16 1677.0		CHCRWA	
	11/02/16 1730.0		MISC	
	10/04/16 1982.0		THIS MONTH	
	09/03/16 1876.0			
	08/02/16 1911.0			
	07/01/16 1559.0			
	06/03/16 1836.0			
	05/03/16 2024.0			
	03/31/16 1668.0			
	03/01/16 1569.0			
336 UNITS		TOTAL NOW DUE		29,060.76
		PENALTY AMOUNT	PAY THIS AMOUNT AFTER	
		2,518.68	31,579.44	
			04/03/2017	

MESSAGES

HARRIS COUNTY MUD #215 27316 SPECTRUM WAY OAK RIDGE, TX 77385 OFFICE: (281)367-5511 OR: (281)367-1809 FAX: (281)367-5517 HOURS: 8:00-5:00 MON-FRI	PLEASE HELP CONSERVE WATER.
	MAKE CREDIT CARD PAYMENTS @ www.municipalops.com

AVR, Inc

IF YOUR MAILING ADDRESS HAS CHANGED PLEASE CORRECT
PLEASE RETURN WITH PAYMENT

HARRIS CO MUD #215
PO BOX 1689
SPRING TX 77383-
PHONE NO. (281) 367-5511

Account Number 70050-1901113801
 Service Address 200 DOMINION PKWY
 050

29,060.76	04/03/17	31,579.44
ON OR BEFORE DUE DATE	DUE DATE	AFTER DUE DATE

AMOUNT PAID

AB-GO TRAILS AT DOMINION PARK
 PROP CO, LLC
 1628 JFK BLVD STE 1600
 PHILADELPHIA PA 19103-2135

HARRIS CO MUD #215
 PO BOX 1689
 SPRING TX 77383-

7005019011138010029060760031579440000000002