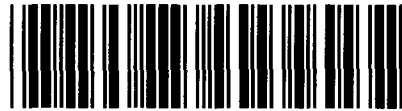


Control Number: 48454



Item Number: 14

Addendum StartPage: 0

October 07, 2018

Nzinga Hughes  
Trail at the Dominion Park  
200 Dominion Park Drive, Apt#: 1234  
Houston, TX 77090

RECEIVED  
2018 OCT 12 AM 9:08  
PUBLIC UTILITY COMMISSION  
FILING CLERK

Public Utility Commission of Texas  
Central Records  
Attn: Filing Clerk  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, TX 78711-3326

**RE: DOCKET NO. 48454  
RESPONDING/QUESTIONING THE RESPONSE OF REALPAGE UTILITY  
MANAGEMENT, INC. (FKA NWP SERVICE CORPORATION) TO THE STAFF  
QUESTIONS 1-1 TO 1-28.**

RealPage Utility Management, Inc. has yet to confirm that they are responding on behalf of Trails at the Dominion Park, AB-GO Trails at Dominion Park Propco, LLC and Goldoller Real Estate Investments but since they continue to take that position, I will address my response accordingly. **Per Response 1-3 where you state you are representing most of other respondents.**

**Nzinga Hughes response to RealPage Utility Management, Inc. answers to Staff Questions 1-1 through Staff Questions 1-28:**

**Response 1-1 and 1-2:**

While looking through Exhibit 1-1 of the leases attached, I noticed that my new lease was not included. This is my first "TAA lease" since Goldoller has taken over the property. Every other lease has been a custom, "Renewal Lease Agreement". The new lease has a water/wastewater agreement that needs to be edited based on the outcome of this case and as a result, I have refused to sign the lease. Ms. Morris (Regional Property Manager of the Midwest) confirmed in an email that the lease and addendum were inclusive and that I would have to sign both if I wanted to continue to reside at the Trails at the Dominion. Ms. Morris confirmed that the addendum was correct and could not be changed. Ms. Grant (Community Manager at the Trails at the Dominion) waived the "month to month" fee, until we both came to an agreement about the lease and addendum. This information was introduced into evidence dated September 21, 2018 (entered into Docket 48454 on September 25,

2018) in Section: 3. It is quite clear that we both have not come to an agreement and when I entered this additional information, I received the following email below.

On October 1, 2018, Ms. Grant sent me an email stating that they would now exercise their right to renege on the "month to month" agreement and I have until the end of the month to sign the lease. I will attach the email, renege letter and the new lease in Section: 1. There are major discrepancies with the new water/wastewater addendum that is attached to my new "TAA lease". There is still no formula as to how these calculations for the water/wastewater are generated.

**Below are the other questions raised by the new, "Lease Addendum for Allocating Water/Wastewater Cost":**

1. The "Previous Average" has 2017 where there should be an average in dollars and a varying of \$36.00 to \$128.00. What is the average of 2017 in dollars and explain how you came up with the range of \$36.00 to \$128.00 for the year of 2017?
2. The "Allocation Procedures" you have checked is based on occupancy and square footage. How do you know how many occupants are in each apartment versus who is actually on the lease? There are six occupants living in my building in a one bedroom and these individuals pay exactly the same amount I pay. The property has been aware of this for years. Explain how you come up with these calculations?
3. The "Common Area Deduction" is based on irrigation, landscaping and all other common areas. Explain where these areas are utilized on the property and how it applies to our bills?
4. The "Conservation Efforts" applies to leaks on the properties. We were exposed to leaks on the properties for three days in a row, which was the week of September 17, 2018. As a result of the leak, our water in the (Park) was shutoff from 9:00 am to 6:00 pm for those three days and no tenants in the complex received notice prior to the shutoff. This is an inconvenience since there is only one meter per property (Square, Park and Grove). How will our water/wastewater bill reflect this water outage and how will we be compensated?
5. The "Right to Examine Records" and the rights we have to request information and dispute our bills. Explain how this process works?
6. The "Payment Due Date" and the 5% late fee added to the water/wastewater bill. Explain this 5% late fee and how and when it will be added to our account? Is it also true that the utility bill charges are automatically deducted from each account on the 25<sup>th</sup> of each month?

Exhibit 1-1 has the "Renewal Lease Agreements" from Goldoller and "TAA Leases" from Centaurus. This is the first time that I have actual copies of my addendums for my 2015 lease with Goldoller. Explain if the addendums from my "Renewal Lease Agreement" of 2015 carry over from year to year? Also, I have enlarged the "Utility Addendum" dated October 23, 2013 that is from my 2015 lease. Explain the "Billing Methodologies" section and how it applied to my utility bills and the PUC Rules/Regulations?

The "TAA Lease" of 2013, when Centaurus was the property owner, is the only lease that has clear and concise information provided by the TCEQ relating to the water/wastewater bill projections, information on how to dispute the bills, what is required of the property and rules and regulations. This was also entered into evidence dated June 6, 2018 (entered into Docket 48454 on June 11, 2018) in Section: 6. We have not received anything comparable since. The only time I've ever received a formula "The Welcome Letter (How Your Bill is Calculated)", was when I filed the informal complaints with the PUC in 2016 and in 2018. This information was provided by NWP but never included in my lease. This information was introduced into evidence dated June 6, 2018 (entered into Docket 48454 on June 11, 2018) in Section: 1 and in Section: 2.

#### **Response 1-4:**

Why isn't the "The Welcome Letter (How Your Bill is Calculated)" included in our leases or at the least, attached to the "Lease Addendum for Allocating Water/Wastewater Cost" if this is the formula you follow? This information was introduced into evidence dated June 6, 2018 (entered into Docket 48454 on June 11, 2018) in Section: 1 and in Section: 2.

Identify the common areas, irrigation and landscaping on the property where it concerns the use of water/wastewater and how it applies to individual tenants/occupants? Why would the use of common areas, irrigation and landscaping apply to tenants/occupants? And if they do, explain how?

If the irrigation accounts are not included in the billing calculation, why did you include them into evidence on July 3, 2016? I'm referencing #5 "Overbilling in General of Total Property Expense", of your "Response to Complaint" dated July 3, 2016, where you have included invoices from all 9 accounts and attached them as references in Exhibit 3 as well as providing a billing preview report. If you were hired as a "Third Party Biller" to bill for the four accounts that represent occupancy, why would you need invoices for all 9 accounts? If the irrigation does not apply to the occupants why would you need those accounts? Wouldn't the "Trails at the Dominion" pay those invoices directly? Do you issue a bill to the Trails at the Dominion to pay those accounts when they could pay them directly? Clarify why you need all 9 accounts when only 4 apply to actual occupants on the property? Why are claiming 4 occupied accounts with tenants, when there are only 3 complexes (Park, Square and Grove)?

**Response 1-5:**

Reference Section: 1, which includes a copy of my new "TAA lease" as well as "Lease Addendum for Allocating Water/Wastewater Cost". Explain #3 "Your Payment Due Date" where it states you will pay a late charge of 5% of your water/wastewater bill if we don't receive timely payment?

**Response 1-9:**

I was copied on an email from one of NWP's customer service representative requesting past invoices that were never received from the "Trails at the Dominion". This email was entered into Docket 48454 on June 11, 2016 in Section: 1. If NWP/RealPage wasn't receiving invoices from the "Trails at the Dominion" why didn't you request them? Ms. Morris has confirmed that it is your responsibility to keep Goldoller compliant so why weren't they requested?

**Response 1-15:**

The most troubling part about this response; is that these allegations of hidden fees have only been raised since the dismissal of Harris County Mud #215, from this case. I've never once heard about any hidden fees on behalf of Mud #215 since filing an informal case in 2016 with the PUC, till this response. The only entity that has been transparent and forthcoming with information is the Harris County of Mud #215. The "Harris County Mud #215 Schedule of Rates and Fees" and "3.06 Monthly Rates for Water Service to Apartment" was entered into evidence in Section: 1 into Docket 48454 on June 11, 2016. I also responded to these exact rates in my rebuttal, which was entered into Docket 48454 on July 13, 2016 under #4 "In response to 7; (Explanation of May 17<sup>th</sup> PUC findings) and Section: 4.

RealPage, Goldoller and Trails at the Dominion were the only entities hiding fees. It becomes very difficult to justify a jump in fees for an allocated water service of \$11.10 to \$33.05 and an allocated sewer service from \$7.95 to \$17.33. Invoices to reference will be included in Section: 2. These amounts are represented on March 11, 2015 bill and December 06, 2017 bill, which are enclosed in Section: 2.

As mentioned in my rebuttal of July 13, 2016, under #4 "In response to 7; (Explanation of May 17<sup>th</sup> PUC findings) and Section: 4, explain how I am using 6,000 gallons of water and 5,000 gallons of sewer per the "3.06 Monthly Rates for Water Service to Apartment" from Harris County Mud #215?

Explain to me how I'm using 2,000 gallons of water and 2,000 gallons of wastewater for a total of 4,000 gallons? Now tell me how I'm capable of using 6,000 gallons of water and 5,000 gallons of wastewater for a total of 11,000 gallons of water, which is based on the allocated water and sewer/wastewater fee I've been billed on August 6, 2018? I never use my dishwasher and I don't have a washer and dryer and I'm a single occupant.

**Response 1-16:**

Reference my response of 1-15.

**Response 1-17:**

Reference my response of 1-4.

**Response 1-18:**

The answer of RealPage is not clear. Clarify your response.

**Response 1-25:**

The (888) 679-6455 that is listed on our monthly bill, lead to an infinite circle of NWP, Goldoller and Trails at the Dominion passing responsibility amongst themselves. I called the (888) 679-6455 and got absolutely nowhere. Instead, I used Google to research NWP and found this number listed (949) 253-2500. Once I called this number, I spoke with a representative and was able to receive a copy of the current "The Welcome Letter (How Your Bill is Calculated)", which was emailed to me. Ms. Grant confirmed the property (Trails at the Dominion) no longer handled anything in reference to our utility bills and that we should contact Ms. Morris at Goldoller. Ms. Morris confirmed that NWP was in charge of keeping the "Trails at the Dominion/Goldoller" compliant. NWP confirmed that there is an individual in the office (Ms. Smarr) dedicated to forwarding NWP the information in which they should bill each occupant. The direction comes from the "Trails at the Dominion" since that is where all invoices from "Harris County Mud #215" are sent. It wasn't until I mentioned legal that I was taken seriously by the representative at NWP and then later copied on the email requesting invoices that weren't received by NWP from "Trails at the Dominion". The only entity, as mentioned in "Response 1-15" that was forthcoming and transparent with information, was "Harris County Mud #215". They explained the CHCRWA fee, quantity of accounts, the rates per gallons for water and waste/water and provided copies of invoices within minutes of my request. All I received from the other entities was the run around.

**Response 1-26:**

Reference my response of 1-15.

I've also included bill June 03, 2015 and July 7, 2015 where you can see a significant increase in the "Allocated Water Service" fee so I can only assume this is when the CHCRWA fee was incorporated in my/our bills. The invoices will be included in Section: 2.

Section: 1:     My new "TAA lease" that has the "Lease Addendum for Allocating Water/Wastewater Costs" that is in question and preventing me from signing my lease. Also included is the email/renege letter by Ms. Grant as well as the "Billing Methodologies" which is part of my "Utility Addendum" dated October 23, 2013 but from my "Renewal Lease" dated May 4, 2015.

Section: 2:     My NWP/RealPage bills with various dates.

Sincerely,

Nzinga Hughes

# **SECTION: 1**



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 <sup>rd</sup> 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 <sup>rd</sup> 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 <sup>rd</sup> 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 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

**From:** Deborah Grant <dgrant@goldoller.com>

**To:** Nzinga Hughes <nzingahughes@aol.com>

**Cc:** Sheryl Smarr <:ssmarr@goldoller.com>; Silvia Alfaro <salfaro@goldoller.com>

**Subject:** P1234 Lease Agreement

**Date:** Mon, Oct 1, 2018 6:12 pm

**Attachments:** Letter N Hughes P1234 10-1-2018.pdf (59K)

---

Ms. Hughes -

Attached you will find a letter dated today informing you of changes to your rental payments. There will be a hardcopy delivered to you tomorrow as well.

Please let us know if you have any questions.

Thank you,

**Deborah Grant, ARM**

District Manager

Trails at Dominion Park

200 Dominion Park Dr.

Houston, TX 77090

**Office:** 281-875-3300

**Fax:** 281-876-1201

Visit us@ [www.GoldOller.com](http://www.GoldOller.com) or

[www.gotrails@dominion.com](mailto:www.gotrails@dominion.com)



THE TRAILS AT  
DOMINION PARK

October 1, 2018

Ms. Nzinga Hughes  
200 Dominion Park Drive, # 1234  
Houston, TX 77090

Dear Ms. Hughes:

An agreement was reached that we would allow you some time to consider signing your renewal with us per our standard contract on August 3, 2018. As a courtesy we waived month to month fees in the amount of \$ 200.00 for September and October.

Since we are no longer under a lease agreement and terms can be changed monthly we are exercising our right that effective November 1, 2018 if you remain in residency and do not commit to a renewal by that date the month to month fee will be applied to your account.

Please contact us if you have any questions.

Sincerely,

  
Deborah Grant, District Manager

The Trails at Dominion Park. This is home.

200 Dominion Park Drive | Houston, TX | P: 281.875.3300 | F: 281.876.1201  
www.GOTrailsatDominion.com | GOTrails@GoldOller.com

GOLD OLLER  
REAL ESTATE INVESTMENTS

LIFE ON THE GO



TEXAS APARTMENT ASSOCIATION

M L M B L K

## Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: August 2, 2018  
(when this Lease Contract is filled out)

## Moving In — General Information

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

and us, the owner: AB-GO Trails at Dominion  
Park Propco LLC

(name of apartment community or title holder). You are renting Apartment No. P1234, 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 or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. **Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.**

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

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

3. **Lease Term.** The initial term of the Lease begins on the 2nd day of August (month), 2018 (year), and ends at 11:59 p.m. the 1st day of August (month), 2019 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

4. **Security Deposit.** The total security deposit for all residents is \$ 0.00, due on or before the date this Lease is signed. This amount [check one]: ☐ does or ☐ does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by [check one]:  
☒ one check jointly payable to all residents and mailed to any one resident we choose, or  
☐ one check payable to and mailed to Nzinga Hughes

(specify name of one resident).

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

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

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

6. **Rent and Charges.** You will pay \$ 643.00 per month for rent, in advance and without demand [check one]:  
☒ at the onsite manager's office  
☒ through our online payment site  
☒ at www.gotrailsatdominion.com

Prorated rent of \$ 641.00 is due for the remainder of the [check one]: ☒ 1st month or ☐ 2nd month, on the 2nd day of August (month), 2018 (year).

**You must pay your rent on or before the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law.** We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify. If you don't pay all rent on or before the 3rd day of the month, you'll pay the reasonable initial late charge of \$ 100.00, plus the reasonable daily late charge of \$        per day after that date until the amount due is paid in full. You agree that these late charges are a reasonable estimate of uncertain damages to us that are incapable of precise calculation and result from late payment of rent. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 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 subject to all remedies under state law and this Lease.

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

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

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

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

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

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

If the full rental payment is not paid by the third day of the month, the rent shall be increased \$100 on the fourth day of the month and shall be increased an additional \$100 on the sixteenth day of the month if any amount remains unpaid. Such increases in rent are not late fees but rather charges that reflect administrative and legal cost incurred by management due to resident default and or good credit reinstatement.

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

10.1 **Your Responsibility.** You'll be liable for a reletting charge of \$ 546.55 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.**

Your Initials: \_\_\_\_\_

Initials of Our Representative: \_\_\_\_\_

Apartment Lease Contract ©2017, Texas Apartment Association, Inc. Page 1 of 8

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

#### 11. Security Devices.

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

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

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

### Special Provisions and "What If" Clauses

#### 13. Damages and Reimbursement.

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

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

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

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

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

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

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

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

#### 14.4 Storage.

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

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

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

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

#### 14.5 Redemption.

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

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

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

#### 14.6 Disposition or Sale.

**(A) Our options.** Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the apartment after surrender, abandonment or death of a sole resident; or

- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.
- (B) **Animals.** An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.
- (C) **Sale of property.** Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The sale may be public or private; is subject to any third-party ownership or lien claims; must be to the highest cash bidder; and may be in bulk, in batches, or item-by-item. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.
15. **Failing to Pay First Month's Rent.** If you don't pay the first month's rent when or before the Lease begins, all future rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 10 and 32 apply to acceleration under this paragraph.
16. **Rent Increases and Lease Changes.** No rent increases or Lease changes are allowed before the initial Lease term ends, except for those allowed by special provisions in Par. 9, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under Par. 19. If, at least 5 days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent increases or Lease changes that become effective when the Lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without needing your signature) unless you give us written move-out notice under Par. 36. The written move-out notice under Par. 36 applies only to the end of the current Lease or renewal period.
17. **Delay of Occupancy.**
- 17.1 **Lease Remains In Force.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to:
- (A) abatement of rent on a daily basis during delay, and
- (B) your right to terminate the lease in writing as set forth below.
- 17.2 **Your Termination Rights.** Termination notice must be in writing. After termination under 17.1(B), you are entitled only to refund of any deposit(s) and any rent you paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.
- 17.3 **Notice of Delay.** If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but not later.
- (a) If we give written notice to any of you or your occupants when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but no later.
- (b) If we give any of you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.
18. **Disclosure of Information.** If someone requests information about you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

## While You're Living in the Apartment

### 19. Community Policies and Rules.

19.1 **Generally.** Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all

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

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

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

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

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

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

- criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to: manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
  - behaving in a loud or obnoxious manner;
  - disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
  - disrupting our business operations;
  - storing anything in closets containing 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
  - making bad-faith or false allegations against us or our agents to others.
21. **Parking.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, and recreational vehicles. Motorcycles or motorized bikes must not be parked inside an apartment, on sidewalks, under stairwells, or in handicapped-parking areas. We may have any unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if the vehicle:
- has a flat tire or is otherwise inoperable;
  - is on jacks, on blocks, or has a wheel missing;
  - takes up more than one parking space;
  - belongs to a resident or occupant who has surrendered or abandoned the apartment;
  - is in a handicapped space without the legally required handicapped insignia;

- (f) is in a space marked for office visitors, managers, or staff;
- (g) blocks another vehicle from exiting;
- (h) is in a fire lane or designated "no parking" area;
- (i) is in a space marked for another resident or apartment;
- (j) is on the grass, sidewalk, or patio;
- (k) blocks a garbage truck from access to a dumpster;
- (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; *or*
- (m) is not moved to allow parking lot maintenance.

## 22. Release of Resident.

**22.1 Generally.** *You may have the right under Texas law to terminate the Lease early in certain situations involving family violence, certain sexual offenses, or stalking.* Otherwise, unless you're entitled to terminate this Lease under Par. 9, 17, 23, 31, or 36, you won't be released from this Lease for any reason—including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of coresidents, loss of employment, bad health, property purchase, or death.

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

## 23. Military Personnel.

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

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

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

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

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

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

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

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

## 24. Resident Safety and Loss.

**24.1 Disclaimer.** *We disclaim any express or implied warranties of security.* We care about your safety and that of other occupants and guests. You agree to make every effort to follow any Security Guidelines Addendum attached

to this Lease. *No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you take as a matter of common sense and habit.*

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

## 24.3 Alarm and Detection Devices.

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

(B) *Your duties.* You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. *If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. §2.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.* You'll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

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

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

## 25. Condition of the Premises and Alterations.

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

**25.2 Standards and Improvements.** You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our rules state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No

water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

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

**26. Requests, Repairs, and Malfunctions.**

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

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

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

**26.4 Casualty Loss and Equipment Repair.** We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your rent will not abate in whole or in part. 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.

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

**27. Animals.**

**27.1 No Animals Without Consent.** *No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.* If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum, pay an animal deposit. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require verification of your disability and the need for such an animal. You must not feed stray or wild animals.

**27.2 Violations of Animal Policies.**

**(A) Charges for violations.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If you violate the animal restrictions or other animal

rules, you'll pay an initial charge of \$ 350.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ \_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), you must pay for all cleaning and repair costs, including defleaing, deodorizing, and shampooing.

**(B) Removal and return of animal.** We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 28. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. We'll return the animal to you upon request if it has not already been turned over to a humane society, local authority or rescue organization.

**28. When We May Enter.** If you or any guest or occupant is present, then repairers, servicers, contractors, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. Law officers with a search or arrest warrant or those in hot pursuit may be allowed to enter. We are under no obligation to enter only when you are present, and we may, but are under no obligation to, give prior notice or make appointments.

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

## Replacements

**30. Replacements and Subletting.**

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

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

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

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



## Responsibilities of Owner and Resident

### 31. Our Responsibilities.

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

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

The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.

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

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

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

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

### 32. Default by Resident.

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

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

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

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

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

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

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

## General Clauses

### 33. Other Important Provisions.

#### 33.1 Representatives' Authority; Waivers; Notice. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing. Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. *Our choice to enforce, not enforce or delay enforcement of written notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.* Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should keep a copy or record of it. Fax or electronic signatures are binding. All notices must be signed. Notice may be given electronically by us to you if allowed by law. If allowed by law and in accordance with our policies, electronic notice from you to us must be addressed to the email address we provide for notice purposes or submitted through an online portal.

**33.2 Miscellaneous.** All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or non-duty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to."

**33.3 Severability.** If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease.

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

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

## When Moving Out

### 36. Move-Out Notice.

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

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

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

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

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

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

**40. Security Deposit Deductions and Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Par. 14; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 6 and 27; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$150) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices referenced in Par. 5 if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 32; and (C) a reletting fee if you've violated Par. 10. *We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.*

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

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

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

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

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

## SUMMARY OF KEY INFORMATION

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

■ Address: <u>200 Dominion Park Dr.</u>		Unit # <u>P1234</u>
■ Beginning date of Lease (Par. 3) <u>08/02/2018</u>	■ Ending date of Lease (Par. 3) <u>08/01/2019</u>	
■ Number of days notice for termination (Par. 3) <u>60</u>	■ Consent for guests staying more than <u>7</u> days (Par. 2)	
■ Total security deposit (Par. 4) \$ <u>0.00</u>	■ Animal deposit (if any) \$ _____	
■ Security deposit (Par. 4) <input type="checkbox"/> does OR <input type="checkbox"/> does not include an animal deposit.		
■ Security deposit refund check will be by (Par. 4) (check one) <input checked="" type="checkbox"/> one check jointly payable to all residents (default), OR <input type="checkbox"/> one check payable to and mailed to <u>Nzinga Hughes</u>		
■ # of keys/access devices (Par. 5) for <u>1</u> unit, <u>1</u> mailbox, <u>  </u> other _____		
■ Your move-out notice will terminate Lease on (Par. 5): (check one) <input type="checkbox"/> last day of month OR <input checked="" type="checkbox"/> exact day designated in notice		
■ Check here <input type="checkbox"/> if the dwelling is to be furnished (Par. 5)      ■ Check here <input type="checkbox"/> if there is a concession addendum		
■ Rent to be paid (Par. 6): (check all that apply) <input checked="" type="checkbox"/> at the onsite manager's office, <input checked="" type="checkbox"/> through our online payment site, OR <input checked="" type="checkbox"/> at <u>www.gotrailstodominion.com</u>		
■ Check here if included in monthly rent: <input type="checkbox"/> garage, <input type="checkbox"/> storage, <input type="checkbox"/> carport, <input type="checkbox"/> washer/dryer, or <input type="checkbox"/> other _____		
■ Total monthly rent (Par. 6) \$ <u>643.00</u>	■ Prorated rent (Par. 6) for (check one)	
■ Late charges if rent is not paid on or before (Par. 6) <u>3rd</u>	<input checked="" type="checkbox"/> first month OR <input type="checkbox"/> second month \$ <u>641.00</u>	
■ Initial late charge (Par. 6) \$ <u>100.00</u>	■ Daily late charge (Par. 6) \$ _____	
■ Returned-check charge (Par. 6) \$ <u>40.00</u>	■ Animal violation charges (Par. 27)	
■ Monthly animal rent (if any) \$ <u>0.00</u>	Initial \$ <u>350.00</u> Daily \$ _____	
■ Monthly pest control (if any) \$ <u>3.00</u>	■ Monthly trash / waste (if any) \$ <u>10.00</u>	
■ Utilities paid by owner (Par. 7): (check all that apply) <input type="checkbox"/> electricity, <input type="checkbox"/> gas, <input type="checkbox"/> water, <input type="checkbox"/> wastewater, <input type="checkbox"/> trash/recycling, <input type="checkbox"/> cable/satellite, <input type="checkbox"/> master antenna, <input type="checkbox"/> Internet, <input type="checkbox"/> stormwater/drainage, <input type="checkbox"/> other _____		
■ Utility connection charge (Par. 12) \$ _____	■ You are: (check one) <input checked="" type="checkbox"/> required to buy insurance OR	
■ Agreed reletting charge (Par. 10) \$ <u>546.55</u>	<input type="checkbox"/> not required to buy insurance (Par. 8)	
■ Special provisions (Par. 9): <u>If the full rental payment is not paid by the third day of the month, the rent shall be increased \$100 on the fourth day of the month and shall be increased an additional \$100 on the sixteenth day of the month if any amount remains unpaid. Such increases in rent are not late fees but rather charges that reflect administrative and legal cost incurred by management due to resident default and or</u>		

## Signatures and Attachments

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

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

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

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) 08/02/2018

Your initials: \_\_\_\_\_

**43. Class Action Waiver.** You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.

**YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PAR. 43 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.**

Resident initials: \_\_\_\_\_

You are legally bound by this document. Please read it carefully. A facsimile or electronic signature on this Lease is as binding as an original signature.

Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

You are entitled to receive a copy of this Lease after it is fully signed. Keep it in a safe place. This lease is the entire agreement between you and us. You are NOT relying on any oral representations.

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

(Name of Resident) _____	Date signed _____
(Name of Resident) _____	Date signed _____
(Name of Resident) _____	Date signed _____
(Name of Resident) _____	Date signed _____
(Name of Resident) _____	Date signed _____
(Name of Resident) _____	Date signed _____

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

Address and phone number of owner's representative for notice purposes  
200 Dominion Park Dr  
Houston, TX, 77090  
(281) 875-3300

**LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA**

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

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. P1234 in the AB-GO Trails at Dominion  
Park Propco LLC  
in Houston, Texas  
OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.
2. **Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.
3. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
4. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
5. **Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.
8. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 41, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna, or related equipment. You will not be responsible for normal wear and tear.
9. **Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$500,000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.
10. **Security deposit.** Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$500.00.  
☐ effective at time of installation or ☐ effective within \_\_\_\_\_ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.
11. **When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
12. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

\_\_\_\_\_  
August 2, 2018

\_\_\_\_\_  
Date of TAA Lease Contract

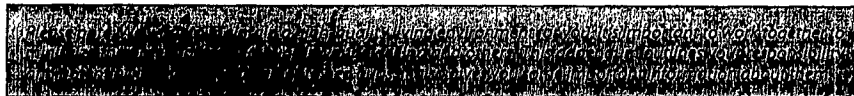


TEXAS APARTMENT ASSOCIATION

M E M B E R

## Bed Bug Addendum

Date of Lease: August 2, 2018  
(when the Lease is filled out)



1. **Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:

Apt. # P1234 at AB-GO Trails at Dominion  
Park Procco LLC

\_\_\_\_\_  
(name of apartments)  
or other dwelling located at \_\_\_\_\_

\_\_\_\_\_  
(street address of house, duplex, etc.)  
\_\_\_\_\_  
(city)  
\_\_\_\_\_  
(state) \_\_\_\_\_ (zip)

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

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

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

OR

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

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

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

OR

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

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

5. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

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

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling;

AND

- If you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

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

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

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

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

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

\_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

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

# Bed Bugs

## A Guide for Rental-Housing Residents

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

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

### Bed bugs don't discriminate.

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

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

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

### Bed bugs don't transmit disease.

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

### Learn to identify bed bugs.

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

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

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

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

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

### Prevent bed-bug encounters when traveling.

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

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

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

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

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1. **Addendum.** This is an addendum to the TAA Lease Contract for the dwelling unit at:

AB-GO Trails at Dominion Park Propco LLC

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

2. **Reason for addendum.** Congress has enacted into federal law the "U.S. Servicemembers Civil Relief Act" (SCRA). Texas also has a similar statute found in Texas Property Code Section 92.017. These laws, among other things, modify the rights of military personnel, and their spouse and dependent(s), to terminate a lease and vacate a dwelling in certain situations. They further provide that military personnel may waive their rights under the SCRA and state law in certain circumstances.

Notwithstanding any terms or provisions of this addendum to the contrary, the parties to this addendum agree that the servicemember/resident only waives his/her rights under **Texas Property Code Section 92.017** if the resident or any dependent living with the resident moves into base housing or other housing within 30 miles of the dwelling, and the other provisions of Texas Property Code Section 92.017(j) are complied with.

This addendum clarifies your rights and our obligations in the event of certain deployments or a permanent change of station. This addendum provides for a limited waiver of the terms of the SCRA and state law. However, we agree to grant individuals covered by the SCRA and Texas Property Code Section 92.017, and their spouses, all the rights described in this addendum.

3. **Waiver and modification of paragraph 23.** The language of paragraph 23 of the TAA Lease Contract is entirely replaced by the language of this addendum. A resident who is a servicemember on active military duty at the time of signing this TAA Lease Contract, along with such resident's spouse and legal dependents living in the resident's household, each waive, for the purposes of the TAA Lease Contract of which this addendum is a part, all rights afforded them under the SCRA and Texas Property Code Section 92.017, and such waived rights shall be replaced by the rights and obligations set forth below.

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

- (a) 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
- (b) 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, (iii) are relieved or released from active duty, or (iv) receive military orders including discharge, resignation or separation from military service under honorable conditions.

If there is a lease termination under this addendum, we must be furnished with a copy of the servicemember's military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing does not constitute permanent change-of-station orders.

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

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

Liquidated damages for making a false representation in connection with (a) through (d) above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents received from others in mitigation of damages under paragraph 32 of the TAA Lease Contract. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

10. **Refunds upon termination.** We will refund your security deposit and other amounts paid in advance for any period after the effective termination date of the TAA Lease Contract, less lawful deductions, within 30 days after the effective date of the termination of the TAA Lease Contract.
11. **Statutory notice.** You may have special statutory rights to terminate the TAA Lease Contract early in certain situations involving family violence, certain sexual offenses, stalking, or military deployment or transfer.
12. **Other rights unchanged.** Only the changes made in this addendum are effective; and all other contractual rights and duties of both you and us under the TAA Lease Contract remain unchanged.
13. **Rent Discounts.** If but only if you are executing this agreement during or after your period of military service, then upon early termination of the TAA Lease Contract, you will reimburse us for any free or discounted rent that you already received prior to termination and that was noted as free or discounted rent in the TAA Lease Contract.
14. **Additional provisions.** The following provisions will supersede any conflicting provisions of the TAA Lease Contract and this addendum.
  - (a) Any waiver contemplated by this agreement is effective only if this agreement is executed by the resident(s) during or after the servicemember's period of military service.

**Signatures of All Residents**

Signature of Owner or Owner's Representative

August 2, 2018

Date of TAA Lease Contract

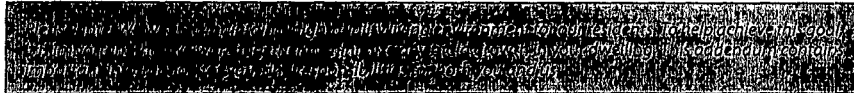




## Mold Information and Prevention Addendum

Date of Lease: August 2, 2018

(when the Lease is filled out)



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

That dwelling is: Unit # P1234

at AB-GO Trails at Dominion Park Propco

LLC

(name of apartments)

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

(street address of house, duplex, etc.)

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

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

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

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

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

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

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

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

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

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

### Resident or Residents (all sign below)

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

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

\_\_\_\_\_ Date signed \_\_\_\_\_

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

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

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. P1234 in the AB-GO Trails at Dominion Park Propco LLC Apartments in Houston, Texas.
2. **Remote control/cards/code for gate access.**
  - ☐ Remote control for gate access. Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$\_\_\_\_\_ non-refundable fee.
  - ☒ Cards for gate access. Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$\_\_\_\_\_ non-refundable fee.
  - ☐ Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.
3. **Damaged, lost or unreturned remote controls, cards or code changes.**
  - ☐ If a remote control is lost, stolen or damaged, a \$\_\_\_\_\_ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$\_\_\_\_\_ deduction from the security deposit.
  - ☒ If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$\_\_\_\_\_ deduction from the security deposit.
  - ☐ We may change the code(s) at any time and notify you accordingly.
4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.
5. **Follow written instructions.** You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.
6. **Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.
7. **Rules in using vehicle gates.**
  - Always approach entry and exit gates with caution and at a very slow rate of speed.
  - Never stop your car where the gate can hit your vehicle as the gate opens or closes.
  - Never follow another vehicle into an open gate. Always use your card to gain entry.
  - Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
  - Never force the gate open with your car.
  - Never get out of your vehicle while the gates are opening or closing.
  - If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
  - Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
  - If you lose your card, please contact the management office immediately.
  - Do not give your card or code to anyone else.
  - Do not tamper with gate or allow your occupants to tamper or play with gates.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

\_\_\_\_\_  
Date of TAA Lease Contract August 2, 2018

**LEASE ADDENDUM FOR EARLY TERMINATION OF LEASE CONTRACT**

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. P1234 In the AB-GO Trails at Dominion Park in Propco LLC Houston, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Right of early termination.** We understand that circumstances may arise in the future that pose a need for you to terminate this TAA Lease Contract prior to the end of the lease term. The purpose of this addendum is to give you the right to do so—subject to any special provisions in paragraph 8 below. In order to terminate early, your notice must be signed by all residents listed in paragraph 1 of the TAA Lease Contract and you must comply with all provisions of this addendum.
3. **Procedures.** You may terminate the TAA Lease Contract prior to the end of the lease term and thus avoid any potential liability exposure for non-payment of rent for the remainder of the lease term if all of the following occur:
  - (a) you give us written notice of early termination at least 30 days prior to your early termination date (i.e., your early move-out date), which (check one) ☐ must be the last day of a month or ☒ may be during a month;
  - (b) you specify the early termination date in the notice, i.e., the date by which you'll move out;
  - (c) you are not in default under the TAA Lease Contract on the date you give us the notice of early termination;
  - (d) you are not in default under the TAA Lease Contract on the early termination date (move-out date);
  - (e) you move out on or before the early termination date and do not hold over;
  - (f) you pay us a \$ 1286.00 early termination fee;
  - (g) you pay us the amount of any rent or other concessions you received when signing the TAA Lease Contract; and
  - (h) you comply with any special provisions in paragraph 8 below.
4. **Payment of fees and other sums.** The early termination fee in paragraph 3(f) is due and payable no later than 30 days after you give us your early termination notice. The repayment of any rent concessions or discounts you received during the TAA Lease Contract term will be determined by the Lease Addendum for Rent Concession or Other Rent Discount. This repayment and any other monetary obligations for the entire TAA Lease Contract term are due and payable on the same day as the early termination fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.
5. **Showing unit to prospective residents.** After you give us notice of early lease termination, paragraph 28 of the TAA Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your early termination date.
6. **Compliance essential.** Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the move-out date stated in your notice of early termination. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your early termination right and this addendum will be voided automatically. In that case: (1) any amounts you have paid under this addendum will become part of your security deposit, and (2) the lease will continue without early termination. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.
7. **Miscellaneous.** If moving out by the early termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to others. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the early termination date. Therefore, you may not stay beyond the early termination date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 3(c) and 3(d) of this addendum means default as defined in paragraph 32 of the TAA Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the early termination date.
8. **Special provisions.** Your right of early termination (check one) ☐ is or ☒ is not limited to a particular fact situation. If limited, early termination may be exercised only if the following facts occur and the described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed form. Any false statements or documents presented to us regarding early termination will automatically void your early termination right and this addendum. The special provisions are: If you wish to end the lease before the contract end date, you must give a 30 day written notice and pay a termination fee equal to two months rent. Your security deposit will be forfeited. All concessions given, if any must be repaid.

\_\_\_\_\_  
Signature of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

\_\_\_\_\_  
Date of TAA Lease Contract August 2, 2018

NO SMOKING LEASE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. P1234 in the AB-GO Trails at Dominion Park Proppco LLC Apartments in Houston, Texas.

OR

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

2. **Smoking,** in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

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

3. **Smoking permitted in designated areas of the apartment community.** Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

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

☒ is permitted

☐ is not permitted.

Only the following outside areas may be used for smoking: \_\_\_\_\_

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

4. **Your responsibility for damages and cleaning.** You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.
5. **Your responsibility for loss of rental income and economic damages regarding other residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.
6. **Definition of smoking.** "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.
7. **Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.
8. **Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.
9. **Your responsibility for conduct of occupants, family members and guests.** You are responsible for communicating the no-smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.
10. **No warranty of a smoke-free environment.** Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

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

☐ Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.

☐ Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

\_\_\_\_\_  
August 2, 2018

\_\_\_\_\_  
Date of TAA Lease Contract

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



### REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee 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 Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time, Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to a "force placed insurance".

Lessee may obtain 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, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renter's insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage 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 to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of 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 Required Insurance under this Lease.
4. Licensed insurance agents may receive a commission on the LLIP.
5. The total cost to the Lessee for the Lessor obtaining LLIP shall be ten dollars (\$10.00) per month. This is an amount equal to the actual premium charge to the Lessor. There is no other fees, cost or charge added to or included within this total cost.

6. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
7. Lessee is under no obligation to purchase any property insurance coverage that may directly or indirectly benefit the Lessor. If Lessee does purchase any property insurance coverages that directly or indirectly benefits the Lessor, it will be at no cost to the Lessor. Consult Lessee for additional information.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

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

Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Property Representative	_____	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.

#### **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**

- ☐ 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 8:00am 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 of 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.

## 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.

☐ I/We understand the pet policy and fines explained above, and I will have a pet residing in my home.

☒ I/We understand the pet policy and fines explained above, and I will not have a pet at this time.

#### **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.

#### **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.

\_\_\_\_\_  
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.

Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Resident Signature	_____	Date	_____
Property Representative	_____	Date	_____



LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. P1234 in the AB-GO Trails at Dominion  
Park Propco LLC  
in Houston, Texas

OR

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

2. **Flat fee for trash/recycling costs.** Your monthly rent under the TAA Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ 10.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ 3.00 per month (not to exceed \$3) for processing and billing.

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

3. **Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ \_\_\_\_\_ (not to exceed \$3) 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.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

August 2, 2018

\_\_\_\_\_  
Date of TAA Lease Contract

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

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. PI234 in the AB-GO Trails at Dominion Park Propco LLC Houston Apartments in Houston, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Reason for allocation.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.
3. **Your payment due date.** Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.
4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We may include this item as a separate and distinct charge as part of a multi-item bill. We will allocate the monthly mastermeter water/wastewater bill(s) for the apartment community, based on an allocation method approved by the Public Utility Commission of Texas (PUC) and described below.  
The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 24.124 of the PUC rules (check only one):  
  - ☐ subdivision (i) actual occupancy;
  - ☐ subdivision (ii) ratio occupancy (PUC average for number of occupants in unit);
  - ☐ subdivision (iii) average occupancy (PUC average for number of bedrooms in unit);
  - ☒ subdivision (iv) combination of actual occupancy and square feet of the apartment; or
  - ☐ subdivision (v) submetered hot/cold water, ratio to total.

The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the 15 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 PUC rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.
6. **Change of allocation formula.** The above allocation formula for determining your share of the mastermetered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.
7. **Previous average.** As required under PUC rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$ 2017 per unit, varying from \$ \$36.00 to \$ \$128 for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.
8. **Right to examine records.** During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
9. **PUC.** Water allocation billing is regulated by the PUC. A copy of the rules is attached. This addendum complies with those rules.
10. **Conservation efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.

Signatures of All Residents

Signature of Owner or Owner's Representative

August 2, 2018  
Date of TAA Lease Contract

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

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

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

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

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

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

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

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



- within 30 days of the owner receiving a written request from the tenant.
- (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

#### **§24.123. Rental Agreement.**

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

#### **§24.124. Charges and Calculations.**

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

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

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

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


**(a) Submeters or point-of-use submeters**

- (1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.
- (2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.
- (3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.
- (4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch-water submetering systems.
- (5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.
- (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:
  - (A) an identifying number;
  - (B) the installation date (and removal date, if applicable);
  - (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
  - (D) copies of all tests; and
  - (E) the current location of the submeter or point-of-use submeter.
- (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:
  - (A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the


preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or

- (B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.
- (8) Billing for submeter or point-of-use submeter test.
- (A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters. PROJECT NO. 42190 PROPOSAL FOR ADOPTION PAGE 345 OF 379.
  - (B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.
  - (C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.
- (9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.125(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.
- (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:
- (1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;
  - (2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and
  - (3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:
    - (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
    - (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
- (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.

# **SECTION: 2**

ACCOUNT INFORMATION			
ACCOUNT #	770789130-001	BILL DATE	03/11/2015
 <p>The bill you have received is from NWP Services Corporation, PO Box 19661, Irvine, CA 92623-9661, a provider of billing services, and is not from the retail public utility.</p>			
SERVICE ADDRESS	200 DOMINION PARK DR APT 1234		
BILLING PERIOD	02/01/2015-02/28/2015	DAYS BILLED	28
SERVICE TYPE	DESCRIPTION	AMOUNT	
Allocated Water Service		\$11.10	
Allocated Sewer Service		\$7.95	
Trash Base Fee		\$10.00	
Trash Administrative Fee		\$3.00	
Pest Control Fee		\$3.00	
DUE DATE:		04/01/2015	NET AMOUNT DUE: \$35.05

CUSTOMER INFORMATION	
<ul style="list-style-type: none"> <li>Please make checks payable to the property and send payments, billing disputes and written inquiries to: Trails at Dominion Park, Attn: Property Manager, 200 DOMINION PARK DR, HOUSTON, TX 77090.</li> <li>For billing information, please call toll-free (888) 679-6455.</li> </ul>	
Retail Public Utilities: HARRIS COUNTY MUDD Your payment is due on the 1st of the month. A late fee will be assessed in accordance with your lease. Enroll in our eBill service TODAY. Go Green; Go Paperless! Visit us online at <a href="http://www.nwpresident.com">www.nwpresident.com</a> .	

ACCOUNT INFORMATION			
ACCOUNT #	770789130-001	BILL DATE	08/06/2018
 <p>The bill you have received is from NWP Services Corporation, PO Box 19661, Irvine, CA 92623-9661, a provider of billing services, and is not from the retail public utility.</p>			
SERVICE ADDRESS	200 DOMINION PARK DR APT 1234		
BILLING PERIOD	06/20/2018-07/21/2018	DAYS BILLED	32
SERVICE TYPE	DESCRIPTION	AMOUNT	
Allocated Water Service		\$7.89	
Water Base Fee		\$14.40	
Allocated Sewer Service		\$5.58	
Sewer Base Fee		\$14.40	
Trash Base Fee		\$10.00	
Trash Administrative Fee		\$3.00	
CHCRWA Fee		\$19.84	
Pest Control Fee		\$3.00	
DUE DATE:		09/01/2018	NET AMOUNT DUE: \$78.11

CUSTOMER INFORMATION	
<ul style="list-style-type: none"> <li>Please make checks payable to the property and send payments, billing disputes and written inquiries to: Trails at Dominion Park, Attn: Property Manager, 200 DOMINION PARK DR, HOUSTON, TX 77090.</li> <li>For billing information, please call toll-free (800) 590-7355.</li> </ul>	
Retail Public Utilities: HARRIS COUNTY MUDD, HARRIS COUNTY MUDD, HARRIS COUNTY MUDD, HARRIS COUNTY MUDD Your payment is due on the 1st of the month. A late fee will be assessed in accordance with your lease. Enroll in our eBill service TODAY. Go Green; Go Paperless! Visit us online at <a href="https://one.nwpresident.com">https://one.nwpresident.com</a> .	

## ACCOUNT INFORMATION

ACCOUNT #	770789130-001	BILL DATE	12/06/2017
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The bill you have received is from NWP Services Corporation,  
PO Box 19661, Irvine, CA 92623-9661, a provider  
of billing services, and is not from the retail public utility.

23522

SERVICE ADDRESS	200 DOMINION PARK DR APT 1234
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BILLING PERIOD	10/24/2017-11/22/2017	DAYS BILLED	30
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SERVICE TYPE	DESCRIPTION	AMOUNT
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Allocated Water Service		\$33.05
Allocated Sewer Service		\$17.33
Trash Base Fee		\$10.00
Trash Administrative Fee		\$3.00
Pest Control Fee		\$3.00

paid

\$685.38

rent  
+  
utilities  
1/2/18

DUE DATE:	01/01/2018	NET AMOUNT DUE:	\$66.38
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## CUSTOMER INFORMATION

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Retail Public Utilities: HARRIS COUNTY MUDD

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<https://one.nwpresident.com/>

## ACCOUNT INFORMATION

ACCOUNT #	770789130-001	BILL DATE	01/12/2018
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The bill you have received is from NWP Services Corporation,  
PO Box 19661, Irvine, CA 92623-9661, a provider  
of billing services, and is not from the retail public utility.

23522

SERVICE ADDRESS	200 DOMINION PARK DR APT 1234
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BILLING PERIOD	11/23/2017-12/21/2017	DAYS BILLED	29
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SERVICE TYPE	DESCRIPTION	AMOUNT
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Allocated Water Service		\$7.00
Water Base Fee		\$13.05
Allocated Sewer Service		\$5.16
Sewer Base Fee		\$13.05
Trash Base Fee		\$10.00
Trash Administrative Fee		\$3.00
CHCRWA Fee		\$15.36
Pest Control Fee		\$3.00

DUE DATE:	02/01/2018	NET AMOUNT DUE:	\$69.62
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## CUSTOMER INFORMATION


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Retail Public Utilities: HARRIS COUNTY MUDD, HARRIS COUNTY MUDD, HARRIS COUNTY MUDD, HARRIS COUNTY MUDD

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<https://one.nwpresident.com/>

ACCOUNT INFORMATION		
ACCOUNT	770789130-001	07/07/2015
 <p>The bill you have received is from NWP Services Corporation, PO Box 19661, Irvine, CA 92623-9661, a provider of billing services, and is not from the retail public utility.</p>		
SERVICE ADDRESS	200 DOMINION PARK DR APT 1234	
BILLING PERIOD	05/30/2015-06/27/2015	29
SERVICE TYPE	DESCRIPTION	AMOUNT
Allocated Water Service		\$22.79
Allocated Sewer Service		\$13.98
Trash Base Fee		\$10.00
Trash Administrative Fee		\$3.00
Pest Control Fee		\$3.00
<p><i>paid</i> <i>8/3/15</i></p> <p><i>619.00</i> <i>52.77</i> <hr/><i>\$ 671.77</i></p>		
DUE DATE:	06/01/2015	NET AMOUNT DUE: \$52.77
CUSTOMER INFORMATION		

- Please make checks payable to the property and send payments, billing disputes and written inquiries to: Trails at Dominion Park, Attn: Property Manager, 200 DOMINION PARK DR, HOUSTON, TX 77090.
  - For billing information, please call toll-free (888) 679-8455.
- Retail Public Utilities: HARRIS COUNTY MUDD
- Your payment is due on the 1st of the month. A late fee will be assessed in accordance with your lease.
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ACCOUNT INFORMATION		
ACCOUNT	770789130-001	06/03/2015
 <p>The bill you have received is from NWP Services Corporation, PO Box 19661, Irvine, CA 92623-9661, a provider of billing services, and is not from the retail public utility.</p>		
SERVICE ADDRESS	200 DOMINION PARK DR APT 1234	
BILLING PERIOD	04/30/2015-05/29/2015	30
SERVICE TYPE	DESCRIPTION	AMOUNT
Allocated Water Service		\$18.89
Allocated Sewer Service		\$11.64
Trash Base Fee		\$10.00
Trash Administrative Fee		\$3.00
Pest Control Fee		\$3.00
DUE DATE:	07/01/2015	NET AMOUNT DUE: \$44.33
CUSTOMER INFORMATION		

- Please make checks payable to the property and send payments, billing disputes and written inquiries to: Trails at Dominion Park, Attn: Property Manager, 200 DOMINION PARK DR, HOUSTON, TX 77090.
  - For billing information, please call toll-free (888) 679-8455.
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