



Filing Receipt

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Control Number - 54440

ItemNumber - 326



CY 2023 Registration of Submetered OR Allocated Utility Service

Control Number: **54440**

Registration No.: _____

(this number to be assigned by the PUC after your form is filed)

NOTE: Please **DO NOT** include any person or protected information on this form (ex: tax identification #'s, social security #'s, etc.)

PROPERTY OWNER: Do **not** enter the name of the owner's contract manager, management company, or billing company.

Name	The Kacey at Kingwood						
Mailing Address:	21919 Northpark Drive	City	Kingwood	State	TX	Zip	77339
Telephone# (AC)	281-791-0505						
E-mail	kacey.pm@cafmanagement.com						

NAME, ADDRESS, AND TYPE OF PROPERTY WHERE UTILITY SERVICE IS PROVIDED

Name	The Kacey at Kingwood						
Mailing Address:	21919 Northpark Drive	City	Kingwood	State	TX	Zip	77339
Telephone# (AC)	281-791-0505						
E-mail	kacey.pm@cafmanagement.com						

<input checked="" type="checkbox"/>	Apartment Complex	<input type="checkbox"/>	Condominium	<input type="checkbox"/>	Manufactured Home Rental Community	<input type="checkbox"/>	Multiple-Use Facility
If applicable, describe the "multiple-use facility" here:							

INFORMATION ON UTILITY SERVICE

Tenants are billed for	<input type="checkbox"/>	Water	<input type="checkbox"/>	Wastewater	<input type="checkbox"/>	Submetered <u>OR</u>	<input checked="" type="checkbox"/>	Allocated ★★ ★
Name of utility providing water/wastewater	The City of Houston							
Date submetered or allocated billing begins (or began)	11-01-2021			Required				

METHOD USED TO OFFSET CHARGES FOR COMMON AREAS Check one line only.

<input type="checkbox"/>	Not applicable, because	Bills are based on the tenant's actual submetered consumption
<input type="checkbox"/>	There are neither common areas nor an installed irrigation system	

All common areas and the irrigation system(s) are metered or submetered:
We deduct the actual utility charges for water and wastewater to these areas then allocate the remaining charges among our tenants.

This property has an installed irrigation system that is not separately metered or submetered:
We deduct percent (we deduct at least 25 percent) of the utility's total charges for water and wastewater consumption, then allocate the remaining charges among our tenants.

This property has an installed irrigation system(s) that is/are separately metered or submetered:
We deduct the actual utility charges associated with the irrigation system(s), then deduct at least 5 percent of the utility's total charges for water and wastewater consumption, then allocate the remaining charges among our tenants.

This property does not have an installed irrigation system:
We deduct at least 5 percent of the retail public utility's total charges for water and wastewater consumption, and then allocate the remaining charges among our tenants.

★★★IF UTILITY SERVICES ARE ALLOCATED, YOU MUST ALSO COMPLETE PAGE TWO OF THIS FORM ★★★

You can e-file this form online through the PUC Interchange Filer (<https://interchange.puc.texas.gov/filer>).
- You can find instructions for E-Filing at <https://www.puc.texas.gov/industry/filings/E-FilingInstructions.pdf>.

Or you may mail **one** copy to:
For USPS:

For all other delivery or courier services:

Public Utility Commission of Texas Central Records
P.O. Box 13326
Austin, TX 78711-3326

Public Utility Commission of Texas Central Records
1701 N. Congress Ave., 8-100
Austin, TX 78701

METHOD USED TO ALLOCATE UTILITY CHARGES

Check the box or boxes that describe the allocation method used to bill tenants.

<input type="checkbox"/>	1. Occupancy method: The number of occupants in the tenant's dwelling unit is divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered.
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<input type="checkbox"/>	2. Ratio occupancy method: The number of occupants in the tenant's dwelling unit is adjusted as shown in the table to the right. This adjusted value is divided by the total of these values for all dwelling units occupied at the beginning of the retail public utility's billing period.	Number of Occupants	Number of Occupants for Billing Purposes
		1	1.0
		2	1.6
		3	2.2
		>3	2.2 + 0.4 for each additional occupant

<input type="checkbox"/>	3. Estimated occupancy method: The estimated occupancy for each unit is based on the number of bedrooms as shown in the table to the right. The estimated occupancy in the tenant's dwelling unit is divided by the total estimated occupancy in all dwelling units regardless of the actual number of occupants or occupied units.	Number of Bedrooms	Number of Occupants for Billing Purposes
		0 (Efficiency)	1
		1	1.6
		2	2.8
		>3	4.0 + 1.2 for each additional bedroom

For Box #4: if you check off with the % you will need to choose #1, #2, or # 3 from above as the remainder of no more than 50%.

<input checked="" type="checkbox"/>	4. Occupancy and size of rental unit	50	percent (in which no more than 50%) of the utility bill for consumption is allocated using the occupancy method checked above. The remainder is allocated according to either:
	<ul style="list-style-type: none"> • the size of the tenant's dwelling unit divided by the total size of all dwelling units, OR • the size of the space rented by the tenant of a manufactured home divided by the size of all rental spaces. 		

<input type="checkbox"/>	Submetered hot water:
	The individually submetered hot water used in the tenant's dwelling unit is divided by all submetered hot water used in all dwelling units.

<input type="checkbox"/>	Submetered cold water is used to allocate charges for hot water provided through a central system:
	The individually submetered cold water used in the tenant's dwelling unit is divided by all submetered cold water used in all dwelling units.

<input type="checkbox"/>	As outlined in the condominium contract. Describe:

<input type="checkbox"/>	Size of manufactured home rental space:
	The size of the area rented by the tenant divided by the total area of all the size of rental spaces.

<input type="checkbox"/>	Size of the rented space in a multi-use facility:
	The square footage of the space rented by the tenant divided by the total square footage of all rental spaces.

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

This Lease Contract ("Lease") is between you, the resident(s) as listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.

PARTIES

Residents Abigail Andrews

Owner CA KACEY MASTER TENANT LLC

Occupants _____

LEASE DETAILS

<p>A. Apartment (Par. 2) Street Address: <u>21919 North Park Dr # 5205</u> Apartment No. <u>5-5205</u> City: <u>Kingwood</u> State: <u>TX</u> Zip: <u>77339</u></p>																							
<p>B. Initial Lease Term. Begins: <u>10/19/2022</u> Ends at 11:59 p.m. on: <u>04/18/2023</u></p>																							
<p>C. Monthly Base Rent (Par. 3) \$ <u>1090.00</u></p>	<p>E. Security Deposit (Par. 5) \$ <u>1240.00</u></p> <p><i>Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.</i></p>	<p>F. Notice of Termination or Intent to Move Out (Par. 4) A minimum of <u>60</u> days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period</p> <p><i>If the number of days isn't filled in, notice of at least 30 days is required.</i></p>																					
<p>D. Prorated Rent \$ <u>461.71</u> <input type="checkbox"/> due for the remainder of 1st month or <input type="checkbox"/> for 2nd month</p>																							
<p>G. Late Fees (Par. 3.3)</p> <table border="0"> <tr> <td>Initial Late Fee</td> <td>Daily Late Fee</td> </tr> <tr> <td><input type="checkbox"/> _____ % of one month's monthly base rent or</td> <td><input type="checkbox"/> _____ % of one month's monthly base rent for _____ days or</td> </tr> <tr> <td><input checked="" type="checkbox"/> \$ <u>75.00</u></td> <td><input checked="" type="checkbox"/> \$ <u>15.00</u> for _____ days</td> </tr> </table> <p>Due if rent unpaid by 11:59 p.m. on the <u>3rd</u> (3rd or greater) day of the month</p>			Initial Late Fee	Daily Late Fee	<input type="checkbox"/> _____ % of one month's monthly base rent or	<input type="checkbox"/> _____ % of one month's monthly base rent for _____ days or	<input checked="" type="checkbox"/> \$ <u>75.00</u>	<input checked="" type="checkbox"/> \$ <u>15.00</u> for _____ days															
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<p>H. Returned Check or Rejected Payment Fee (Par. 3.4) \$ <u>75.00</u></p>	<p>J. Optional Early Termination Fee (Par. 7.2) \$ <u>1090.00</u> Notice of <u>60</u> days is required. You are not eligible for early termination if you are in default. Fee must be paid no later than <u>30</u> days after you give us notice <i>If values are blank or "0," then this section does not apply.</i></p>	<p>K. Animal Violation Charge (Par. 12.2) Initial charge of \$ <u>100.00</u> per animal (not to exceed \$100 per animal) and A daily charge of \$ <u>10.00</u> per animal (not to exceed \$10 per day per animal)</p>																					
<p>I. Reletting Charge (Par. 7.1) A reletting charge of \$ <u>926.50</u> (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations</p>																							
<p>L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.</p> <table border="0"> <tr> <td>Animal rent \$ _____</td> <td>Cable/satellite \$ _____</td> <td>Trash service \$ <u>35.00</u></td> </tr> <tr> <td>Internet \$ _____</td> <td>Package service \$ _____</td> <td>Pest control \$ <u>9.00</u></td> </tr> <tr> <td>Storage \$ _____</td> <td>Stormwater/drainage \$ _____</td> <td>Washer/Dryer \$ _____</td> </tr> <tr> <td>Other: RLL</td> <td></td> <td>\$ <u>15.00</u></td> </tr> <tr> <td>Other: HOA</td> <td></td> <td>\$ <u>5.00</u></td> </tr> <tr> <td>Other: _____</td> <td></td> <td>\$ _____</td> </tr> <tr> <td>Other: _____</td> <td></td> <td>\$ _____</td> </tr> </table>			Animal rent \$ _____	Cable/satellite \$ _____	Trash service \$ <u>35.00</u>	Internet \$ _____	Package service \$ _____	Pest control \$ <u>9.00</u>	Storage \$ _____	Stormwater/drainage \$ _____	Washer/Dryer \$ _____	Other: RLL		\$ <u>15.00</u>	Other: HOA		\$ <u>5.00</u>	Other: _____		\$ _____	Other: _____		\$ _____
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Other: _____		\$ _____																					
Other: _____		\$ _____																					
<p>M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.</p> <p>Utility Connection Charge or Transfer Fee: \$ <u>35.00</u> (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)</p>																							
<p>Special Provisions. See Par. 32 or additional addenda attached. The Lease cannot be changed unless in writing and signed by you and us.</p>																							

¹ Abigail G Andrews

²³ Emily Rojas

LEASE TERMS AND CONDITIONS

1. **Definitions.** The following terms are commonly used in this Lease:
 - 1.1. **"Residents"** are those listed in "Residents" above who sign the Lease and are authorized to live in the apartment.
 - 1.2. **"Occupants"** are those listed in this Lease who are also authorized to live in the apartment, but who do not sign the Lease.
 - 1.3. **"Owner"** may be identified by an assumed name and is the owner only and not property managers or anyone else.
 - 1.4. **"Including"** in this Lease means "including but not limited to."
 - 1.5. **"Community Policies"** are the written apartment rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
 - 1.6. **"Rent"** is monthly base rent plus additional monthly recurring fixed charges.
2. **Apartment.** You are leasing the apartment listed above for use as a private residence only.
 - 2.1. **Access.** In accordance with our Community Policies, you'll receive access information or devices for your apartment and mailbox, and other access devices including: Remote/Fob
 - 2.2. **Measurements.** Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary.
 - 2.3. **Representations.** You agree that designations or accreditations associated with the property are subject to change.
3. **Rent. You must pay your Rent on or before the 1st day of each month (due date) without demand. There are no exceptions regarding the payment of Rent, and you agree not paying Rent on or before the 1st of each month is a material breach of this Lease.**
 - 3.1. **Payments.** You will pay your Rent by any method, manner and place we specify in accordance with our Community Policies. **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 Rent and other sums due in one single payment by any method we specify.
 - 3.2. **Application of Payments.** Payment of each sum due is an independent covenant, which means payments are due regardless of our performance. When we receive money, other than water and wastewater payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to accrued 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 and late fees are due upon our demand. After the due date, we do not have to accept any payments.
 - 3.3. **Late Fees.** If we don't receive your monthly base rent in full when it's due, you must pay late fees as outlined in Lease Details.
 - 3.4. **Returned Payment Fee.** You'll pay the fee listed in Lease Details for each returned check or rejected electronic payment, plus initial and daily late fees if applicable, until we receive full payment in an acceptable method.
 - 3.5. **Utilities and Services.** You'll pay for all utilities and services, related deposits, and any charges or fees when they are due and as outlined in this Lease. Television channels that are provided may be changed during the Lease term if the change applies to all residents.

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 individually metered, it must be connected in your name and you must notify the provider of your move-out date. If you delay getting service 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 the charge listed above (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 your apartment is individually metered and you change your retail electric 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.
 - 3.6. **Lease Changes.** Lease changes are only allowed during the Lease term or renewal period if governed by Par. 10, specified in Special Provisions in Par. 32, or by a written addendum or amendment signed by you and us. At or after the end of the initial Lease term, Rent increases will become effective with at least 5 days plus the number of days' advance notice contained in Box F on page 1 in writing from us to you. Your new Lease, which may include increased Rent or Lease changes, will begin on the date stated in any advance notice we provide (without needing your signature) unless you give us written move-out notice under Par. 25, which applies only to the end of the current Lease term or renewal period.
4. **Automatic Lease Renewal and Notice of Termination.** This Lease will automatically renew month-to-month unless either party gives written notice of termination or intent to move out as required by Par. 25 and specified on page 1. **If the number of days isn't filled in, notice of at least 30 days is required.**
5. **Security Deposit.** The total security deposit for all residents is due on or before the date this Lease is signed. Any animal deposit will be designated in an animal addendum. Security deposits may not be applied to Rent without our prior written consent.
 - 5.1. **Refunds and Deductions. You must give us your advance notice of move out as provided by Par. 25 and forwarding address in writing to receive a written description and itemized list of charges or refund. In accordance with our Community Policies and as allowed by law, we may deduct from your security deposit any amounts due under the Lease. If you move out early or in response to a notice to vacate, you'll be liable for rekeying charges.** Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose, or distributed equally among all residents.
6. **Insurance. Our insurance doesn't cover the loss of or damage to your personal property.** You will be required to have liability insurance as specified in our Community Policies or Lease addenda unless otherwise prohibited by law. 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 require your insurance carrier to waive any insurance subrogation rights. Even if not required, we urge you to obtain your own insurance for losses due to theft, fire, flood, water, pipe leaks and similar occurrences. Most renter's insurance policies don't cover losses due to a flood.
7. **Reletting and Early Lease Termination.** This Lease may not be terminated early except as provided in this Lease.
 - 7.1. **Reletting Charge.** You'll be liable for a reletting charge as listed in Lease Details, (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. 25; (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 termination, cancellation or buyout fee and does not release you from your obligations under this Lease, including liability for future or past-due Rent, charges for damages or other sums due.

The reletting charge 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.
 - 7.2. **Early Lease Termination Procedures.** In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may terminate the Lease prior to the end of the Lease term **if all of the following occur:** (a) as outlined in Lease Details, you give us written notice of early termination, pay the early termination fee and specify the date by which you'll move out; (b) you are not in default at any time and do not hold over; and (c) you repay all rent concessions, credits or discounts you received during the Lease term. If you are in default, the Lease remedies apply.
 - 7.3. **Special Termination Rights. You may have the right under Texas law to terminate the Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.**
8. **Delay of Occupancy.** 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 (1) abatement of Rent on a daily basis during delay, **and** (2) your right to terminate the Lease in writing as set forth below. Rent abatement and Lease termination do not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.
 - 8.1. **Termination.** If we give written notice to you of a delay in occupancy when or after the Lease begins, you may terminate the Lease within 3 days after you receive written notice. If we give you written notice before the date the Lease begins and the notice states that a construction or other 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.

After proper termination, you are entitled only to refund of any deposit(s) and any Rent you paid.

9. **Care of Unit and Damages.** 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 Community Policies violation; improper use, negligence, or other conduct by you, your invitees, your occupants, or your guests; or, as allowed by law, any other cause not due to our negligence or fault, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

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

RESIDENT LIFE

10. **Community Policies.** *Community Policies become part of the Lease and must be followed.* We may make changes, including additions, to our written Community Policies, and those changes can become effective immediately if the Community Policies are distributed and applicable to all units in the apartment community and do not change the dollar amounts in Lease Details.

10.1. **Photo/Video Release.** You give us permission to use any photograph, likeness, image or video taken of you while you are using property common areas or participating in any event sponsored by us.

10.2. **Disclosure of Information.** At our sole option, we may, but are not obligated to, share and use information related to this Lease for law-enforcement, governmental, or business purposes. At our request, you authorize any utility provider to give us information about pending or actual connections or disconnections of utility service to your apartment.

10.3. **Guests.** We may exclude from the apartment community any guests or others who, in our sole judgment, have been violating the law, violating this Lease or our Community Policies, 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 authorized occupant, or a guest of a specific resident in the community.

Anyone not listed in this Lease 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.

10.4. **Notice of Convictions and Registration.** You must notify us within 15 days if you or any of your occupants: (A) are convicted of any felony, (B) are convicted of any misdemeanor involving a controlled substance, violence to another person, or destruction of property, or (C) 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.

10.5. **Odors and Noise.** You agree that odors, smoke and smells including those related to cooking and everyday noises or sounds are all a normal part of a multifamily living environment and that it is impractical for us to prevent them from penetrating your apartment.

11. **Conduct.** You agree to communicate and conduct yourself in a lawful, courteous and reasonable manner at all times when interacting with us, our representatives and other residents or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by you, your occupants or guests is a breach of this Lease.

You must use customary diligence in maintaining the apartment, keeping it in a sanitary condition and not damaging or littering the common areas. Trash must be disposed of at least weekly. You will use your apartment and all other areas, including any balconies, with reasonable care. We may regulate the use of passageways, patios, balconies, porches, and activities in common areas.

11.1. **Prohibited Conduct.** You, your occupants, and your guests will not engage in certain prohibited conduct, including the following activities:

- (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud, obnoxious or dangerous manner;

(c) disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;

(d) disrupting our business operations;

(e) storing anything in closets containing water heaters or gas appliances;

(f) tampering with utilities or telecommunication equipment;

(g) bringing hazardous materials into the apartment community;

(h) using windows for entry or exit;

(i) heating the apartment with gas-operated appliances;

(j) making bad-faith or false allegations against us or our agents to others;

(k) smoking of any kind, that is not in accordance with our Community Policies or Lease addenda;

(l) using glass containers in or near pools; or

(m) conducting any kind of business (including child-care services) in your apartment or in the apartment community—except for any lawful business conducted “at home” by computer, mail, or telephone if customers, clients, patients, employees or other business associates do not come to your apartment for business purposes.

12. **Animals.** *No living creatures of any kind 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 and applicable fees and additional monthly rent, as applicable. An animal deposit is considered a general security deposit. You represent that any requests, statements and representations you make, including those for an assistance or support animal, are true, accurate and made in good faith. Feeding stray, feral or wild animals is a breach of this Lease.

12.1. **Removal of Unauthorized 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. 14. We may: keep or kennel the animal; turn the animal over to a humane society, local authority or rescue organization; or return the animal to you if we consent to your request to keep the animal and you have completed and signed an Animal Addendum and paid all fees. 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.

12.2. **Violations of Animal Policies and Charges.** If you or any guest or occupant violates the animal restrictions of this Lease or our Community Policies, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including animal violation charges listed in Lease Details 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), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and Community Policies.

13. **Parking.** You may not be guaranteed parking. We may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters, in our Community Policies. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove, at the expense of the vehicle owner or operator, any vehicle that is not in compliance with our Community Policies.

14. **When We May Enter.** If you or any other resident, guest or occupant is present, then repair or service persons, contractors, law officers, 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 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. We are under no obligation to enter only when you are present, and we may, but are not obligated to, give prior notice or make appointments.

15. Requests, Repairs and Malfunctions.

- 15.1. Written Requests Required.** *If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with our Community Policies* (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes regarding your oral request do not constitute a written request from you. Our complying with or responding to any oral request doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your apartment constitutes a request from all residents. **The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.**
- 15.2. Your Requirement to Notify.** You must promptly notify us in writing of air conditioning or heating problems, water leaks or moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, or any other condition that poses a hazard or threat to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our Community Policies. Air conditioning problems are normally not emergencies.
- 15.3. 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 perform work or to avoid property damage or other emergencies. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 15.4. Your Remedies.** We'll act with customary diligence to make repairs and reconnections within a reasonable time, 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. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. ***If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you: (1) termination of the Lease and an appropriate refund under 92.056(f); (2) have the condition repaired or remedied according to § 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0563.***
- 16. Our Right to Terminate for Apartment Community Damage or Closure.** If, in our sole judgment, damages to the unit or building are significant or performance of needed repairs poses a danger to you, we may terminate this Lease and your right to possession by giving you at least 7 days' written notice. If termination occurs, you agree we'll refund only prorated rent and all deposits, minus lawful deductions. We may remove your personal property if, in our sole judgment, it causes a health or safety hazard or impedes our ability to make repairs.
- 16.1. Property Closure.** We also have the right to terminate this Lease and your right to possession 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, or if any part of the property becomes subject to an eminent domain proceeding.
- 17. Assignments and Subletting.** You may not assign this Lease or sublet your apartment. You agree that you won't rent, offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to in advance 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 or short-term rental website or with any person or service that advertises dwellings for rent.
- 18. Security and Safety Devices.** **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.

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 or window) 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.

18.1. Smoke Alarms and Detection Devices. We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment.

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. Neither you nor your guests or occupants may disable alarms or detectors. ***If you damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's Rent, actual damages, and attorney's fees.***

18.2. Duty to Report. You must immediately report to us any missing, malfunctioning or defective security devices, smoke alarms or detectors. You'll be liable if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

19. Resident Safety and Loss. ***Unless otherwise required by law, none of us, our employees, agents, or management companies are liable to you, your guests or occupants for any damage, personal injury, loss to personal property, or loss of business or personal income, from any cause, including but not limited to: negligent or intentional acts of residents, occupants, or guests; theft, burglary, assault, vandalism or other crimes; fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, pipe leaks or other occurrences unless such damage, injury or loss is caused exclusively by our negligence.***

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call 911 and local law enforcement authorities if any security needs arise.

You acknowledge that we are not equipped or trained to provide personal security services to you, your guests or occupants. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that, even if an alarm or gate amenities are provided, they are mechanical devices that can malfunction. Any charges resulting from the use of an intrusion alarm will be charged to you, including, but not limited to, any false alarms with police/fire/ambulance response or other required city charges.

20. Condition of the Premises and Alterations.

20.1. 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 and Condition Form at or before move-in. You agree that after completion of the form or **within 48 hours** after move-in, whichever comes first, you must note on the form all defects or damage, sign the form, return it to us, and the form accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out. Otherwise, everything will be considered to be in a clean, safe, and good working condition. You must still send a separate request for any repairs needed as provided by Par. 15.1.

20.2. Standards and Improvements. Unless authorized by law or by us in writing, you must not perform 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 Community Policies state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls. No water furniture, washing machines, dryers, extra phone or television outlets, alarm systems,

cameras, video or other doorbells, or lock changes, additions, or rekeying is permitted unless required 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, appliances, furniture, telephone and television wiring, screens, locks, or 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.

21. Notices. Written notice to or from our employees, agents, or management companies constitutes notice to or from us. Notices to you or any other resident of the apartment constitute notice to all residents. Notices and requests from any resident constitute notice from all residents. Only residents can give notice of Lease termination and intent to move out under Par. 7.3. All notices and documents will be in English and, at our option, in any other language that you read or speak.

21.1. Electronic Notice. Notice may be given electronically **by us to you** if allowed by law. If allowed by law and in accordance with our Community Policies, electronic notice **from you to us** must be sent to the email address and/or portal specified in Community Policies. Notice may also be given by phone call or to a physical address if allowed in our Community Policies.

You represent that you have provided your current email address to us, and that you will notify us in the event your email address changes.

EVICTIION AND REMEDIES

22. Liability. Each resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the Lease or our Community Policies, all residents are considered to have violated the Lease.

22.1. Indemnification by You. *You'll defend, indemnify and hold us and our employees, agents, and management company harmless from all liability arising from your conduct or requests to our representatives and from the conduct of or requests by your invitees, occupants or guests.*

23. Default by Resident.

23.1. Acts of Default. You'll be in default if: (A) you don't timely pay Rent, including monthly recurring charges, or other amounts you owe; (B) you or any guest or occupant violates this Lease, our Community Policies, or fire, safety, health, criminal or other laws, regardless of whether or where arrest or conviction occurs; (C) you give incorrect, incomplete, or false answers in a rental application or in this Lease; or (D) you or any occupant is 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.

23.2. Eviction. *If you default, including holding over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Termination of your possession rights 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.

23.3. 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 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. Remaining Rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

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, attorney's fees, court costs, and other lawful charges.

23.4. Holdover. You and all occupants must vacate and surrender the apartment by or before the date contained in: (1) your move-out notice (2) our notice to vacate, (3) our notice of non-renewal, or (4) a written agreement specifying a different move-out date. If a holdover occurs, then you'll be liable to us 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 at our option, we may extend the Lease term and/or increase the Rent by 25% by delivering written notice to you or your apartment while you continue to hold over.

23.5. 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. If you default, you will pay us, in addition to other sums due, any rental discounts or concessions agreed to in writing that have been applied to your account. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe bear interest at the rate provided by Texas Finance Code Section 304.003(c) from the due date. You must pay all collection-agency fees if you fail to pay sums due within 10 days after you are mailed a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus our attorney's fees and expenses, court costs, and filing fees actually paid.

24. Representatives' Authority and Waivers. *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 signed, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing and signed.* 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 any other rights isn't a waiver under any circumstances.* Delay in demanding sums you owe is not a waiver. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the Lease term begins. Your Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise.

All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty 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.

END OF THE LEASE TERM

25. Move-Out Notice. *Before moving out, you must give our representative advance written move-out notice as stated in Par. 4, even if the Lease has become a month-to-month lease.* The move-out date can't be changed unless we and you both agree in writing.

Your move-out notice must comply with each of the following:

- Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, move out will be on the last day of that month.
- Your move-out notice must not terminate the Lease before the end of the Lease term or renewal period.
- If we require you to give us more than 30 days' written notice to move out before the end of the Lease 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.
- You must get from us a written acknowledgment of your notice.

26. Move-Out Procedures.

26.1. 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).



Bed Bug Addendum

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

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

Apt. # 5-5205 at CA KACEY MASTER
TENANT 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 and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- **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 INFESTATIONS, 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.**

You represent and agree that you have read the information about bed bugs provided by us and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property and possessions and that you have fully disclosed to us any previous bed-bug infestation or issue that you have experienced.

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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

⁷ Abigail G Andrews

²⁹ Emily Rojas

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 uncleanliness 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.

INSURANCE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 5-5205 in the CA KACEY MASTER TENANT LLC

_____ Apartments in Kingwood,
Texas OR

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

The terms of this addendum will control if the term of the Lease and this addendum conflict.

2. **Required Insurance Policy.** In accordance with the Lease, you understand and agree that this addendum requires Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties in amount not less than \$ 100000.00 per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with the Lease and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.

3. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provide you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at www.tdi.texas.gov may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.

4. **Default.** You understand and agree that your failure to comply with either the requirements specified in the Lease, this addendum, or both is a material breach by you of the Lease and a default of the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of \$ 15.00 (which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance addendum). Owner will agree to forego commencement of an eviction based upon non-compliance with this addendum for a one-month period, during which you shall come into compliance with this addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies under this paragraph for any subsequent months. The foregoing payments are due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF SAID AMOUNT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS SUMMARIZED IN PARAGRAPH 2 OF THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED IN THIS PARAGRAPH, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in this Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

NOTICE TO RESIDENT: YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]

Signature of All Residents

Signature of Owner or Owner's Representative



Inventory and Condition Form

Resident's Name: Abigail Andrews Personal #: () Work #: ()
 Resident's Name: _____ Personal #: () Work #: ()
 Resident's Name: _____ Personal #: () Work #: ()
 Resident's Name: _____ Personal #: () Work #: ()
 Resident's Name: _____ Personal #: () Work #: ()
 Resident's Name: _____ Personal #: () Work #: ()

Apartment Community Name: CA KACEY MASTER TENANT LLC
 or Street Address (if house, duplex, etc.): _____ Apt.# 5-5205

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

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

Living Room

Walls _____

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

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

 Other _____

Kitchen

Walls _____

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

 Doors, stops, locks _____
 Windows, latches, screens _____
 Window coverings _____
 Cabinets, drawers, handles _____
 Countertops _____
 Stove/oven, trays, pans, shelves _____
 Vent hood _____
 Refrigerator, trays, shelves _____
 Refrigerator light, crisper _____
 Dishwasher, dispensers, racks _____
 Sink/disposal _____
 Microwave _____
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____

 Other _____

General Items

Thermostat _____
 Cable TV or master antenna _____
 A/C filter _____
 Washer/dryer _____
 Garage door _____
 Ceiling fans _____
 Exterior doors, screens/screen doors, doorbell _____

 Fireplace _____
 Other _____

Dining Room

Walls _____

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

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

 Other _____

Halls

Walls _____

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

 Doors, stops, locks _____
 Closets, rods, shelves _____
 Closet lights, fixtures _____
 Water stains or mold on walls, ceilings or baseboards _____
 Other _____

Exterior (if applicable)

Patio/yard _____
 Fences/gates _____
 Faucets _____
 Balconies _____
 Other _____

Bedroom (describe which one):

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

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

 Other _____

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Bedroom (describe which one): _____
 Walls _____

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

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

 Other _____

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

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

 Other _____

Half Bath
 Walls _____

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

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

 Other _____

Bedroom (describe which one): _____
 Walls _____

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

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

 Other _____

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

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

 Other _____

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

 Pest-related concerns _____

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

Acknowledgment. You agree you will complete and submit this form in accordance with this Lease and our Community Policies. You acknowledge you will inspect and test all the safety-related items (if in the dwelling), as well as smoke alarms and any other detector(s), and confirm that they are working, except as noted on your completed Inventory and Condition Form. All items will be assumed to be in good condition unless otherwise noted. You acknowledge you will receive written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge that you will inspect the dwelling and confirm no signs of bed bugs or other pests are present, or that you will report any bed bug or pest issues through a work order or other repair request.

In signing below, you acknowledge receipt of this form and accept the responsibility for completing it as part of the Lease Contract. You agree that, either after completion or 48 hours after move-in without returning this form (whichever comes first), it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

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

FOR OFFICE USE ONLY.
 Date completed form was received: _____ Received by: _____

¹¹ Abigail G Andrews ³³ Emily Rojas



Animal Addendum

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.

1. Dwelling Unit.

Unit # 5-5205, at 21919 North Park
Dr # 5205
(street address) in Kingwood
(city), Texas 77339 (zip code).

2. Lease.

Owner's name: CA KACEY MASTER TENANT LLC

Residents (list all residents): Abigail Andrews

3. Conditional Authorization for Animal. You may keep the animal or animals described below in the dwelling until the Lease expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

4. Animal Deposit. You must pay a one-time animal deposit of \$_____ when you sign this addendum. This deposit is in addition to your total security deposit under the Lease, which is a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

5. Assistance or Service Animals. When allowed by applicable laws, we may require written verification of or make other inquiries regarding the disability-related need for an assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for any authorized assistance or service animal. Except as provided by applicable law, all other provisions of this addendum apply to assistance or service animals.

6. Search and Rescue Dogs. We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

7. Additional Monthly Rent. Your monthly base rent (as stated in the Lease) will be increased by \$_____.

8. Additional Fee. You must also pay a one-time nonrefundable fee of \$_____ to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

9. Liability Not Limited. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleaing, re-placements, or personal injuries.

10. Description of Animal. You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____
Age: _____
City of license: _____

License #: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____
Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____
Age: _____
City of license: _____
License #: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____
Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____
Age: _____
City of license: _____
License #: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

11. Special Provisions. The following special provisions control over any conflicting provisions of this addendum:

12. Emergency. In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: (_____) _____

13. Animal Rules. You are responsible for the animal's actions at all times. You agree to follow these rules:

13.1 Shots and Licenses. The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

13.2 Disturbances. The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

13.3 Housebreaking, Cages, Offspring. Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

13.4 Indoor Waste Areas. Inside, the animal may urinate or defecate only in these designated areas: _____

13.5 Outdoor Waste Areas. Outside, the animal may urinate or defecate only in these designated areas: _____

13.6 Tethering. Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

1.2 Abigail G Andrews

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13.7 Off-Limit Areas. You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.

13.8 Food & Water. Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.

13.9 Leash. You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.

13.10 Animal Waste. Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.

14. Additional Rules. We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

15. Violation of Rules. If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease, including eviction and recovering damages and attorney's fees from you.

16. Complaints About Animal. If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.

17. Our Removal of an Animal. In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.

- 17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:
- (A) abandoned the animal;
 - (B) left the animal in the dwelling unit for an extended period of time without food or water;
 - (C) failed to care for a sick animal;
 - (D) violated our animal rules; *OR*
 - (E) let the animal defecate or urinate where it's not allowed.

17.2 Removal Process. To remove an animal, we must follow the procedures in the Lease, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.

18. Liability for Damage, Injuries, Cleaning. Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.

19. Move-Out. Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

20. Multiple Residents. Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.

21. Dog Park. We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

22. General. You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.

23. Animal Restrictions. No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the forgoing being true and if you have made any misrepresentation it is a violation of the Lease.

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

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

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

Owner or Owner's Representative (sign below)

_____ Date signed

13 *Abigail G Andrews*

35 *Emily Rojas*

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

SUBCHAPTER I: WATER UTILITY SUBMETERING AND ALLOCATION

§ 24.275. 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. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple use facility to charge, bill for, or collect rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.

(c) Definitions. The following words and terms, when used in this subchapter, have the defined 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 rent paid at intervals of one month or more.

(3) Condominium manager--A condominium unit owners' association organized under Texas Property Code §82.101, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code. Condominium Manager and Manager of a Condominium have the same meaning.

(4) Customer service charge--A customer service charge is a rate that is not dependent on the amount of water used through the master meter.

(5) 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.

(6) 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.

(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) 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.

(9) 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.

(10) Occupant--A tenant or other person authorized under a written agreement to occupy a dwelling.

(11) Overcharge--The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit after a violation occurred relating to the assessment of a portion of utility costs in excess of the amount the tenant would have been charged under this subchapter. Overcharge and Overbilling have the same meaning.

(12) Owner--The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; and any individual, firm, or corporation expressly identified in the lease agreement as the landlord of tenants in the apartment house, manufactured home rental community, or multiple use facility. The term does not include the manager of an apartment home unless the manager is expressly identified as the landlord in the lease agreement.

(13) 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.

(14) 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.

(15) 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.

(16) Undercharge--The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit less than the amount the tenant would have been charged under this subchapter. Undercharge and Underbilling have the same meaning.

(17) Utility costs--Any amount charged to the owner by a retail public utility for water or wastewater service. Utility Costs and Utility Service Costs have the same meaning.

(18) Utility service--For purposes of this subchapter, utility service includes only drinking water and wastewater.

§ 24.277. 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 §24.281(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.

§ 24.279. 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 §24.281(d)(3) of this title (relating to Charges and Calculations) 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.

§ 24.281. 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. The 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 §24.279(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.

§ 24.283. Billing

(a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.281 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 the 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.

§ 24.285. Complaint Jurisdiction

(a) Jurisdiction. The commission has exclusive jurisdiction for violations under this subchapter.

(b) Complaints. If an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner violates a commission rule regarding utility costs, the person claiming the violation may file a complaint with the commission and may appear remotely for a hearing.

§ 24.287. 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.

(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 §24.283(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.

(10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.

(b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:

(1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;

(2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and

(3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:

(A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and

(B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.

(c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.

LEASE ADDENDUM FOR ALLOCATING TRASH REMOVAL AND RECYCLING COSTS

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 5-5205 in the CA KACEY MASTER TENANT LLC

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

2. Reason for allocation. Our property receives a single bill for trash removal/recycling. In recent years, many trash haulers and recyclers have increased fees dramatically to keep pace with rising costs associated with landfills and environmental mandates. By allocating this bill, we hope to make residents more aware of the true costs of waste disposal and to help reduce, reuse and recycle, and in turn, lower both costs and the impact on our environment.

3. Your payment due date. Payment of your allocated trash removal and recycling 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. There will be a late charge of \$ 3.00 (not to exceed \$3) if we do not receive timely 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—just like late payment of rent.

4. Allocation procedures. Your monthly base rent under the TAA Lease Contract does *not* include a charge for trash removal/recycling. You will pay separately for these monthly recurring fixed charges which are defined under the Lease as "Additional Rent". You may receive a separate bill from us each month or we may include these items as separate and distinct charges as part of a multi-item bill. You agree to and we will allocate the monthly trash removal/recycling bill for the apartment community based on the allocation method checked below. (*check only one*)

- A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e., your unit's square footage divided by the total square footage in all apartment units.
- A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e., the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units.)
- Half of your allocation will be based on your apartment unit's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.
- Per dwelling unit
- Other formula (*see attached page*)

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

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

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

7. Right to examine records. You may examine the trash removal/recycling bill we receive from the trash utility and our calculations related to the monthly allocation of the trash recycling/removal bill during regular weekday office hours. Please give us reasonable advance notice to gather the data.

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR ALLOCATING STORMWATER/DRAINAGE COSTS

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 5-5205 in the CA KACEY MASTER TENANT LLC

_____ Apartments in Kingwood, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

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

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

4. Allocation procedures. Your monthly base rent under the TAA Lease Contract does not include a charge for stormwater/drainage costs. You will pay separately for these monthly recurring fixed charges which are defined under the Lease as "Additional Rent". You may receive a separate bill from us each month or we may include these items as separate and distinct charges as part of a multi-item bill. You agree to and we will allocate the monthly stormwater/drainage bill for the apartment community based on the allocation method checked below. (check only one)

- checkbox A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e. your unit's square footage divided by the total square footage in all apartment units.
checkbox A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e. the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units).
checkbox Half of your allocation will be based on your apartment's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.
checkbox [x] Per dwelling unit
checkbox Other formula (see attached page)

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

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

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

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM ADDRESSING CARRYING FIREARMS ONSITE

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 5-5205 in the CA KACEY MASTER TENANT LLC

_____ Apartments in Kingwood, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. Texas law. Texas allows qualified people to carry a firearm in the state. However, we may restrict carrying firearms on our property, with the exception of transporting firearms from a vehicle to an apartment. If we provide notice of our policy restricting the carrying of firearms, and you do not comply, you will be in violation of the Lease and may be engaging in criminal trespass.

3. Community firearm carry policy. Whether or not you hold a license under the Texas handgun licensing law, by signing this addendum, you understand and agree as follows (the specific agreements are indicated by the options that are marked):

- Option 1: Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun. The only exception is that we allow persons to transport their firearms between their vehicles and their apartments.
- Option 2: Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly. The only exception is that we allow persons to transport their firearms between their vehicles and their apartments.
- Option 3: Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter the leasing office or any common rooms/amenities of this property with a concealed handgun. (If neither is checked, concealed handguns are prohibited in both).
- Option 4: Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter the leasing office or any common rooms/amenities of this property with a handgun that is carried openly. (If neither is checked, openly carried handguns are prohibited in both).
- Option 5: Pursuant to Section 30.05, Penal Code (criminal trespass), a person may not enter this property with a firearm, other than to transport their firearm(s) between their vehicle(s) and their apartment(s), as long as firearms are not in plain view.

4. General acknowledgment and agreement. By signing this addendum, you acknowledge and agree that:

- (a) you and your occupants and guests will adhere to any of our other policies concerning firearms as set forth in the Lease or any community policies we issue;
- (b) you have been provided the apartment community's policy or policies concerning firearms and will follow them;
- (c) you will inform all of your occupants or guests what the apartment community's policy or policies concerning firearms are and that they are subject to the same policy or policies as you;
- (d) you understand that a violation of this addendum will be a violation of the Lease and could be considered criminal trespass under Texas law; and
- (e) you will promptly provide written notice to us of any violations of our firearm or other weapons policies that you observe.

5. Assumption of risk/waiver. By signing this addendum and taking possession of the apartment, you acknowledge and agree that:

- (a) we do not guarantee a gun-free environment at the apartment community and we cannot guarantee anyone's safety;
- (b) no action or omission by us under this addendum may be considered a waiver of our rights, or of any subsequent violation, default, or time or place of performance, even if we have actual knowledge of, or have been provided with written notice of a violation;
- (c) our efforts to restrict the carrying of handguns and/or firearms at the apartment community do not in any way enlarge, restrict or otherwise change the standard of care that we would have to you or any other household in the apartment community to render any areas in the apartment community any safer, more secure, or improved as compared to any other rental property;
- (d) we disclaim any express or implied warranties that any part of the apartment community will have any higher or improved safety or security standards than any other rental property;
- (e) we cannot and do not warrant or promise that any part of the apartment community is or will be free from handguns, firearms, or other weapons; and
- (f) our ability to effectively monitor or enforce this addendum depends in large part on your and your occupants' and guests' cooperation and compliance.

Signatures of All Residents

Signature of Owner or Owner's Representative

VIRUS WARNING AND WAIVER ADDENDUM

This **Virus Warning and Waiver Addendum** relates to the TAA Lease Contract, signed _____,
_____ for Apt. No. **5-5205** in the **CA KACEY MASTER TENANT LLC**

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

Due to the inherent risk of exposure to COVID-19 and/or other virus strains (collectively "Viruses") on the premises as defined in Section 92.001 of the Texas Property Code (the "Premises"), it is important that you diligently follow all posted instructions, written rules, and generally accepted health precautions concerning the spread of Viruses while on the Premises. Viruses may be extremely contagious and can lead to severe illness and death. You should always assume that anyone could have a Virus. There is no representation or warranty that: (1) the Premises are or will remain free of Viruses, (2) persons on the Premises are not carrying Viruses; or (3) exposure to Viruses cannot occur on the Premises.

While on the Premises:

1. **You must exercise due care for your safety at all times.**
2. **You agree to take full responsibility for and voluntarily assume all risks related to exposure to Viruses.**
3. **You agree to release, indemnify, discharge, and hold us and our representatives harmless to the fullest extent allowed by law for all present and future claims and liabilities relating to Viruses, including but not limited to any negligent act or omission by us, which might occur as a result of your being on the Premises.**

Date _____ Resident _____

Date _____ Resident _____

Date _____ Resident _____

Date _____ Resident _____

Date _____ Resident _____

Date _____ Resident _____

Date _____ Owner's Representative _____

**CA KACEY MASTER TENANT LLC, 21919 North
Park Dr # 5205 #5-5205**

Apartment name and unit number or street address of leased premises

Texas Apartment Association

MISSION STATEMENT

Our mission is to exceed the expectations of our investors, residents and employees. We accomplish this by partnering with great people who conduct business with integrity, responsiveness, attention to detail and an unwavering desire to always learn, grow and improve.

Resident(s): Abigail G Andrews

Apartment Number: 5-5205

Community Policies & Lease Addendum

Thank you for choosing a community managed by CAF Management. It is our desire that your residence with us be comfortable and rewarding, and as a result, you will elect to remain with us during the coming months.

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

By signing this document, you fully acknowledge that you have read and do understand each and every paragraph contained herein. Your occupancy of the apartment home you have selected is contingent upon your understanding and acknowledgment of this statement. *Do not sign this disclosure if you do not understand any portion of it or if you are in disagreement with any statement contained herein.*

PREFACE

The following items are policies by which this community is operated. They are based on the belief that consideration of others and respect for this owner's property is important. These policies and procedures are an addendum to and are referred to in your Rental Agreement. Violation of any of these policies can result in termination of your Rental Agreement. These policies may be added to, amended or repealed at any time without advance notice by management.

FAIR HOUSING STATEMENT

This community is committed to compliance with all federal, state and local fair housing laws. Your community policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws. The team at your community has a legal obligation to treat each individual in a consistent manner. Please do not place them in the difficult position of denying a request for an exception to a written policy. Thank you in advance for your cooperation.

GOOD NEIGHBOR POLICY

All policies in these community policies apply to residents, occupants, and their guests. Please remember your neighbors and help us maintain a quiet, clean community environment.

COMMUNITY STANDARD OF OCCUPANCY

All new residents in your apartment community meet the same non-discriminatory qualification standards based on income, employment, credit, and rental history. The term "occupant" refers to all adults and persons in an apartment home. If the number of occupants in your apartment home changes for any reason, please contact the management office immediately.

OCCUPANCY

The maximum numbers of residents permitted to dwell in an apartment is dependent on the floorplan size.

- o Efficiency and One bedroom/One Bath - No more than 2 people
- o Two bedroom/One or Two bath - No more than 4 family members or 2 non-family members
- o Three bedroom/Two Bath - No more than 6 family members or 3 non-family members
- o Fours bedroom/3 Bath - No more than 8 family members or 4 non-family members

SECURITY DISCLOSURE STATEMENT

Neither CAF Management, the ownership of the community, nor any employee of either entity, makes any guarantee of, or provides any warranty for your personal security or safety or for the security or safety of your family, guests or for the security of personal property in the possession of or owned by any of those persons.

Neither CAF Management, the ownership of the community, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not) or controlled access gates, which will guarantee or warrant your personal security or safety or the security or safety of your family, guests or the security of personal property in the possession of or owned by any of those persons. This statement is true, even in the event that one or more of the above noted devices may be present or in use at the property that you will reside in.

In the event of a security related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact the management office and advise them of the problem. You acknowledge that neither employee of either entity has any obligation to respond to call relating to security. The employees of the community, the management company and the ownership are not trained or equipped to

intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

It is understood that neither CAF Management, the ownership of the community, nor any employee of either entity, have any obligation to install any device such as intrusion alarms, access gates, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present on the property, there is no obligation on the part of CAF Management, or the owners of the community, to continue the use of the device or to continue any patrol personnel or patrol service.

It is understood that if the property is equipped with any device, such as intrusion alarms or access gate systems, that there is no representation or warranty as to the reliability of the equipment or as to the effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your family or guests or the security of personal property in the possession of or owned by any of those persons.

Further, by signing this document, you acknowledge that you have received complete instructions of the proper operation of any and all devices that may be installed in your apartment or in your community such as an intrusion alarm or gate access system. If you have not received such instruction or if you do not completely understand the operation of such device that may be present in your apartment or located on our community, do not sign this statement.

The repair and maintenance of any device, such as intrusion alarms or access gate systems, that may be present in your apartment or located on the property is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, you must notify the community management office in writing about the problem. The management office will then contact the appropriate party to effectively repair or replace. You acknowledge and understand that neither CAF Management, the ownership of the community nor any employee of either entity may have the expertise or equipment to repair any device that may be located in your apartment or located on the property, such as an intrusion alarm or access gate system. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.

Any requests for service of item such as door and window locks must be made in writing to the community management office, so that there is a clear record of the request for both maintenance and management personnel.

You are required to purchase proof of liability insurance in coverage of \$100,000 to protect your personal possessions in the event of a loss. It is also required that you name the property as additional interested party. Neither CAF Management, the ownership of the community, nor any employee of either entity is responsible for your personal possessions, whether inside or outside of the apartment home.

I have carefully read the attached Security Guidelines for Residents and acknowledge receipt of one or more copies of these guidelines.

I hereby release owner, CAF Management, the owners of the property, and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any claim whatsoever, with respect to any personal injury, property damage or death, which is in any way related to my reliance on any of the devices and/or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

Payment of Rent

General Policies:

- Payment is to be made by personal check, certified check, cashier's check, or money order. Online payments are accepted through your online resident portal if applicable.
- We do not accept cash or third-party checks under any circumstances.
- Roommates need to submit one personal, certified or cashier's check for the payment of rent. Unfortunately, we cannot accept two individual payments for rent for one apartment.
- **Rent is due on the first and considered late after the third. Late fees will commence on the 4th of every month.**
- All payments received after the 3rd of the month must be made in the form of a certified check, cashier's check or money order. All checks and money orders are to be made payable to The Kacey at Kingwood. **If the third of the month falls on a weekend or holiday, the same conditions apply.**
- **Please put your apartment number on the check or money order.**
- **If the bank, for any reason, returns a check, the check will not be re-deposited.** A charge of \$75 will be incurred, as well as any late fees that

¹ Abigail G Andrews

⁸ Emily Rojas

apply up to and including the date that the replacement funds are paid in full.

- Non-sufficient fund checks can only be cleared with a certified check, cashier's check or money order. **Future rental payments after two non-sufficient fund checks can only be paid with a money order, certified check or cashier's check. All online payments will be blocked.**

Patios and Balconies

General Policies:

- Only plants and patio furniture are allowed on patios and balconies. Any play furniture/toys/equipment must not be in view on patios and balconies. Bicycles are allowed to be neatly stored on balconies.
- Satellite dishes are permitted with prior written permission, \$100.00 deposit, proof of renter's insurance and signed TAA satellite addendum (See the management office for further information).
- No motorcycles are allowed to stand in or on balconies, patios, breezeways, and courtyard areas or under stairs.
- No items, such as: laundry, clothing, rugs or flags are to be hung on the exterior of any building.
- No CB base stations, radio/television serials, or wires are permitted on any part of the premises.
- Personal items are not permitted in the outside walkways, breezeways or under stairs.
- The use or storage of barbecue grills on patios, balconies, walkways, breezeways, etc. is prohibited unless allowed by city ordinance.

Vehicles and Parking

General Policies:

- When entering or leaving the community, you are requested to operate your vehicle at a speed not to exceed ten (10) miles per hour.
- **All parking is unassigned**, except in designated areas. Please be courteous to your neighbors. Do not take up two spaces with one vehicle or park on the grass.
- Campers, trailers, boats, buses, large trucks, recreational vehicles and equipment will not be allowed to park on the premises unless the property has a designated boat, camper, trailer area.
- Violators will be towed away without notice at owner's expense.
- Automobile repair work is not allowed on the premises.
- Vehicles must meet all state inspection requirements to remain on the premises.
- **Any unauthorized motor vehicle that is parked in a fire lane, handicapped space, blocking a trash receptacle or a garage, double parked, abandoned (expired registration) or inoperable will be towed away without notice at owner's expense.**
- You are responsible for notifying occupants and guests of these towing policies. Management will not be responsible for any damage or charges to the vehicle involved.
- Motorcycles should be parked in parking lots or garages. Do not park them on patios, balconies, inside your apartment, in breezeways or under stairs. They must have a current tag. No "dirt bikes" are allowed on the premises.

Garages (available with some floor plans)

GARAGE#: _____

GARAGE#: _____

General Policies:

The lease of the garage space is subject to the same terms and conditions that apply to the lease of the apartment itself, and it covers the same period. Additional conditions are as follows:

- Only motor vehicles and bicycles should be parked in garages.
- Residents will not, at any time, keep within the garage anything that is dangerous or detrimental to the safety or health of other residents or occupants of the apartment community, or in violation of any building codes or city ordinances. Prohibited items include fuel (other than vehicle fuel tanks), flammable materials, and piles of paper, rags or other flammable material that may create a fire hazard. **Owner reserves the right to remove, without prior notice, any contents of the garage that the owner reasonably believes might constitute a fire or environmental hazard.** NO SMOKE OR FIRE DETECTOR WILL BE FURNISHED BY THE OWNER.
- Owner may periodically open and enter garages to ensure compliance with this addendum. Written notice of such opening and entry will be left inside the main entry door of the dwelling or inside the door between the garage and the dwelling.
- Garage door locks may not be re-keyed, added or changed without prior written consent by management.
- Resident acknowledges future responsibility for its maintenance, including battery replacement. Transmitter frequency settings may not be changed on the garage door system without management's prior written consent. Owner makes no representations of security.
- A deposit may be required for a garage door opener. When the door opener is returned, at the time of move-out, your deposit will be refunded along with any other refundable deposits, i.e., within thirty days.
- Improvements or alterations to the interior or exterior of the garage may not be made without owner's prior written consent. Any damage to the garage (not caused by owner or owner's representative) will be paid for by the resident.
- Resident will maintain comprehensive insurance for resident's vehicles at all times. Owner will not have any liability for loss or damage to resident's vehicles or other property stored in the garage, whether by accident, fire, theft, water, vandalism, mysterious disappearance or otherwise.
- All items remaining in the garage after resident has vacated the apartment will be removed and sold or otherwise disposed of according to paragraph 14.3 of the TAA Lease Contract which addresses owner's disposition or sale of property left in an abandoned or surrendered apartment.
- When inside the apartment, always keep the garage door closed and secured and lock the keyless deadbolt lock on the door between the garage and the apartment - as well as all other entry doors. When leaving, be sure to lock all keyed deadbolt locks, however, do not lock keyless deadbolts when exiting your garage, or you may lock yourself out of your apartment and be unable to gain access.

Carports (if applicable)

CARPORT #: _____

CARPORT#: _____

General Policies:

- All carports are assigned parking. Violators will be towed without warning at the owner's expense.
- Campers, trailers, boats, buses, large trucks, recreational vehicles and equipment will not be allowed to park on the premises or in reserved carport spaces unless there is a designated area.

Storage

STORAGE#: _____

STORAGE#: _____

General Policies:

- Please use the storage area provided with your apartment, as patios, porches, balconies and passageways are not to be used for this purpose.

Fire Hazards

General Policies:

- No flammable or combustible objects/substances are to be stored in your apartment or on patios, balconies, under stairwells, or in your garage.
- **Do not store flammable or combustible objects within 30 inches of your water heater.**

Pet Qualifications

General Policies:

- A picture of the pet(s) and rabies vaccination records are required at the time of move in.
- A pet addendum must be signed; pet deposit and fees must be received by the management staff.
- Service animals are welcome.
- A maximum of two pets per apartment home are permitted.
- The following breeds are not permitted on the community:
Pitt Bull Terriers, Staffordshire Terriers, Rottweiler's, German Shepard's, Chow Chow, Doberman Pinschers, Akita, Siberian Huskies, Great Dane, Mastiffs, Saint Bernard and Dalmatians.
- Under no condition will an animal be permitted in the pool or pool area unless it is a service animal.
- At no time will an animal be staked or tied outside the apartment. This includes the patio, balcony or any other common area.
- No exotic pets, such as rabbits, ferrets, snakes, gerbils, hamsters, rats, mice, chinchillas, or large birds.
- Aquariums up to 20 gallons are allowed without a pet deposit, Aquariums over 20 gallons must provide a pet deposit and have proof of renter's insurance.

Trash Removal and Disposal

General Policies:

You will be charged for any trash left out on non-trash days.

- Residents will be expected to **dispose of their bagged and tied trash inside the area of the compactor/dumpster facility** as instructed on the sign by the compactor.
- **Residents will be charged \$25.00 per bag/box for the 1st offense and \$50.00 per bag/box for the 2nd offense and any subsequent offenses for any trash left in front of their front doors or in breezeways.** Please contact the management office if you require further instruction regarding proper disposal of garbage with the compactors/dumpsters.
- Recycling bins are located near the trash dumpster or compactor area if applicable.
- If Valet Trash Pick-up is available, trash should be tied in plastic bags and placed inside designated containers at front door between **5:00 pm and 7:00 pm** on designated pick-up days. Otherwise, please use dumpsters and/or trash compactors, which are provided for resident use. Disposal of large items such as furniture, mattresses, etc. is the responsibility of the resident. Any violators will be fined \$500.

Gate Entry System(if applicable)

General Policies:

- 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 or the keypad to gain entry
- 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 persons under the age of 16 nearby who might get caught in it as it opens or closes.
- If you lose your card, remote, etc., please contact your management office immediately.
- Do not give your card or remote to a non-resident.
- If your telephone number changes, please contact the office prior to the change.

Instructions for use:

- The system uses your existing telephone to let you talk with visitors and allow them access to your community if you so desire. A visitor is prompted to find your "directory code" on the directory and enter your code on the keypad. The system then dials your telephone number, given you have provided management with one to program into the system's memory, and your telephone will ring. The system will keep your phone number confidential.
- When speaking to a visitor at the gate, speak loudly and clearly so your guest can hear over the traffic noise that may be near the gate. The call will last for about 60 seconds. After that period the system will automatically end the call to allow for other visitors. Ten seconds prior to the end of the call you will hear a short tone for each second indicating that the call is about to end.

- Once you have answered the call you may take one of two actions: (1) Dial a "9" to open the gate or (2) Dial a "*" to hang up without granting entry. If you grant entry to a guest, you will hear a tone indicating that the gate has been opened. The system will then hang up. Do not hang up until you dial one of these numbers.

Entry Devices

Remote/Card #(s): _____

Remote/Card #(s): _____

Gate cards for gate access: Each leaseholder is required to purchase a gate remote in the amount of \$50. Each additional remote for you or occupants over 16 years of age will cost an additional \$50.

Damaged, lost or un-returned cards: If a card is lost, stolen or damaged, **\$50 will be charged for a replacement remote.** If a remote is not returned or is returned damaged when you move out, there will be a \$50 deduction from the security deposit for each remote. In addition, (if applicable) if the garage remote is damaged or not returned, \$100 will be deducted from the security deposit per remote.

Report damage or malfunctions: Please immediately report any malfunction or damage to gates, fencing, locks, or related equipment.

Follow written instructions: We ask that you and all other occupants read the written instructions above regarding the access gates. If residents, occupants, or guests, through negligence or misuse damage the gates, you are liable for the damages under your lease and collection of damage amounts will be pursued.

Personal Injury and/or personal property damage: Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or a 100% crime deterrent. Crime can still occur. Protecting residents, occupants, and guests from crime is the sole responsibility of residents, occupants, and law enforcement agencies. First, call the police or 911 if a crime occurs or is suspected. The The Kacey at Kingwood is **NOT** liable to any resident, occupant or guest 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.

Deliveries

General Policies:

- Packages are never accepted in the leasing office.
- We will not sign for packages on the resident's behalf. Please make other arrangements for your deliveries.
- Management is not responsible for articles or parcels left at your door by delivery services.

Parcel Pending Package Lockers:

- Resident is responsible for setting up their package locker account at www.myparcelpending.com.
- Multiple occupants will need to sign up individually to ensure no interruptions or delays in deliveries, however the monthly charge will remain the same.
- We strongly encourage that you mention in the delivery notes section that you would like for your package(s) to be placed in the package lockers at the designated location.
- Management will not be held responsible during the rare, unforeseen circumstances that might prohibit you from receiving your packages such as a flood, hurricane, power outages, etc.
- Management assumes no liability for misplaced or undelivered packages.

Keys & Locks

The care and maintenance of the keys and locks to your apartment home is of critical importance. No one should have a key to your apartment without your prior written permission. This includes family, friends, and delivery or repair services. (Of course, management will retain a key).

Additional policies regarding keys and locks include:

- Our staff will be happy to make a duplicate of your key upon request.
- If you lose your apartment keys or wish to have your lock re-keyed, your request must be in writing, which is due prior to changing your locks. A **\$50 charge** will be assessed for any lock change.
- Due to liability and safety reasons, CAF Management does not respond to after hours lock outs.
- Take precautions with your keys. Do not hide a key outside of your home. Do not give your keys to acquaintances. Do not put your address on your key ring.
- Your apartment is provided with a latch on each window and a keyless deadbolt on every exterior door. If your apartment has a sliding glass door, it is equipped with a pin lock and one additional latching device, either a handle latch or a security bar.

- We strongly recommend that you keep all window and doors locked at all times. Immediately upon move in, check all of the above and report any broken, missing or unserviceable items to the manager.
- If you are locked out of your apartment during business hours, please stop by the office with a picture I.D. to gain access.
- After hours assistance is not provided regarding your gate remotes. Please keep your remote with you at all times. If you lose your gate remote, or if your gate remote malfunctions, contact the management office during regular office hours to make arrangements to repair/replace the remote.

Maintenance Emergencies

General Policies:

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

- No electricity
- Broken or non-working exterior doors, locks, windows
- No heat (when outside temperature is below 50) – cannot repair after dark, but still need to respond to troubleshoot the interior issue
- No air conditioning (when outside temperature is above 85) – cannot repair after dark, but still need to respond to troubleshoot the interior issue
- No water
- Commode not working (one bath apartments only)
- Flooding
- Broken pipes
- Fire (call 911 first) After business hours, emergency service requests can be reported by calling (281) 791-0505. The on-duty maintenance technician will be notified and will respond as quickly as possible.

Washing Machines

General Policies:

Resident may choose to install and use a washing machine in the apartment home and assume all liability of water damage caused by:

- A defective washing machines
- A washing machine accident
- Improper installation, maintenance or use of a washing machine

Resident agrees:

- To use new hoses when installing the washing machine
- To provide and install appropriate 3 or 4 prong electrical cord to fit outlet.
- Carry a "Texas Homeowners Tenant Policy" which can provide insurance coverage for damage

Apartment Transfers

General Policies:

When transferring to another apartment within the community or to another CAF Sister Property:

- Residents must sign a CAF Management transfer addendum.
- Management is required to walk the currently occupied apartment and verify condition. If damages are found, they will need to be paid for prior to transfer is complete. Management does have the right to decline a transfer based on overall condition.
- The criteria for qualifications of credit, income and employment, residence, and criminal must still be met for residents that transfer within the lease term or at the end of the lease term.
- You must fulfill at least 3 months of your current lease term before you will be eligible to transfer to a new apartment. A new lease must be signed for a minimum of 6 months.
- A transfer fee is applicable and must be paid prior to transferring. A new security deposit and application fee will be required to secure the new apartment. In addition, a new pet deposit and fees (if applicable) must be paid.
- You are required to provide a written move-out notice of at least 30 days prior the move-out date from the current apartment. The vacated apartment must be left in the condition described in the Move-out Cleaning Instructions Paragraph. We will inspect the apartment and forward statements and deposit refunds to your new address.
- **If you cancel after the new apartment has been assigned and taken off the market, you will forfeit the transfer fee and security deposit on the new apartment.**

Move Out Procedures

General Policies:

- Submit a sixty-day written notice to the management office.
- Follow the Move-out Cleaning Instructions detailed below.

- Return all keys, gate remotes, and garage openers to the management office or rent will continue to be charged per lease agreement.
- Pay any outstanding charges or delinquent rent. Leave a forwarding address with the management office staff.
- Leave no damage of any kind in the apartment (furniture, walls, carpet, Formica, appliances, etc.)

The above requirements must be fulfilled in order to receive a deposit refund.

Move-Out Cleaning Instructions:

These are the cleaning procedures for you to follow when moving out. If the instructions below are not followed and professional cleaning is required, charges will be assessed accordingly.

Living Room

- Clean all windowpanes inside
- Clean windowsills and baseboards
- Dust or vacuum blinds
- Clean woodwork and walls of fingerprints and spots
- Clean light fixtures and switch plates/replace bulbs.
- Vacuum carpet
- Clean ceiling fan and blades
- Clean mantle and the inside & outside of fireplace
- Clean front door & patio doors
- Clean track of patio doors
- Remove trash, sweep and clean patio/balcony and outside storage closet

Bedrooms

- Clean patio door inside and out
- Dust or vacuum blinds
- Clean closets and remove hangers
- Vacuum carpet
- Clean light fixtures - replace bulbs
- Clean woodwork and walls of fingerprints and spots
- Clean windowpanes inside
- Clean ceiling fan

Kitchen

- Clean stove, countertop, all burners and under stove top
- Clean exhaust screen and hood
- Clean oven, broiler and broiler pan
- Clean inside and outside of refrigerator - set refrigerator to the lowest setting
- Clean all cabinets
- Clean pantry
- Clean light fixtures - replace bulbs
- Clean all counter tops, drawers and sink
- Clean floor
- Clean microwave inside and out
- Clean front and inside of dishwasher; remove any standing water

Bathroom

- Clean all cabinets inside and out
- Clean woodwork, windows and baseboards
- Clean mirrors
- Clean wallpaper
- Clean sink, tub, and toilet and remove appliques
- Clean light fixture - replace light bulbs
- Clean floor

Please note: The security deposit or statement of disposition will be returned by mail to the forwarding address left by you, subject to any deductions for cleaning, damages, etc. Deposit refunds cannot be picked up at the office. Please allow up to 30 days to process your deposit refund.

Apartment Fire Emergency Plan

General Policies:

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

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

If you are alerted to a fire by smoke from the hallway or an outside alarm, follow these guidelines:

- Determine if it is safe to leave your apartment. Check the doorknob and entire door to see if either is hot. If neither is hot, open the door slowly and check the hallway/walkway or stairs. If all is clear of fire and smoke, leave your apartment and close the door behind you.

- Stay in the unit if the door or doorknob is hot or the hall/walkway or stairs are filled with smoke.
- Call for help if the telephone works.
- Hang a sheet out of the window to signal to fire fighters that help is needed. Do not try to use the sheet to climb down the building.
- Do not jump from windows or balconies. Needless injuries and fatalities have been caused in emergencies when people have panicked and jumped!
- Stuff wet towels in the cracks around the door to keep smoke out. Use a bucket of water to splash water on the door and/or walls if they become hot. A wet towel tied around your nose and mouth will help filter smoke.
- Remove drapes or other combustible materials near the hot area.

Never go back into the apartment until the fire department or property management team indicates it is safe to do so.

Freezing Weather Instructions

General Policies:

Freezing weather instructions for residents and occupants: Water pipes in our apartment community may freeze and break unless we all follow the precautions listed in these instructions. If any pipes freeze during the winter, we may have to cut off the water to entire buildings. If there is widespread pipe breakage across the city, it could be days before we can get the pipes fixed and get hot and cold water back on in your unit. So please help by following these precautions when subfreezing weather occurs.

- Leave the heat on 24 hours a day at a temperature setting of no less than 60 degrees. Keep all windows closed.
- Leave open the cabinet doors under the kitchen sink and bathroom sink to allow heat to get to the plumbing.
- Drip all your water faucets 24 hours a day. If severe subfreezing weather occurs in may be necessary to run your faucets at a steady, pencil-lead stream when you are in the apartment and when you are gone. This includes hot and cold water in your kitchen, bathroom lavatories, bathtubs, shower, wet bar sinks, etc.
- Leave all drains open and clear of obstacles; including lavatories, sinks and bathtubs.
- Bring potted or hanging plants inside.
- Contact the management office if you will be away from your apartment for more than 24 hours when subfreezing weather may reasonably be anticipated.
- If you notice a water leak, icy spot or other hazardous condition on the property, please notify management IMMEDIATELY.
- Please use extra caution when walking and/or driving on the property when freezing rain or snow is predicted or occurring. Remember that walkways, stairs, steps, sidewalks and parking lots can become dangerously slick with the buildup of ice. Hold on to the stair rails where available.

Flood Guidelines

General Policies:

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

Before

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

During

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

- Use the telephone for emergencies only.

After

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

Alarm Permit

General Policies:

The resident may elect to utilize an alarm device in the apartment home and must secure a Residential Alarm Permit Application. This must be completed by the resident immediately and sent to ____together with appropriate fees.

Please note that if an alarm is installed in the apartment home, it is the resident's responsibility to provide the management office with the code for emergency purposes or service requests. All codes are kept confidential.

Resident Alarm Code: _____

Satellite Dishes

General Policies:

The resident may elect to install a satellite dish the apartment home and must sign a satellite dish addendum, secure liability insurance in the amount of \$100,000 covering the satellite dish and pay a deposit of \$100 prior to installing a satellite dish. This must be completed by the resident immediately and sent to ____together with appropriate fees.

Please note that if a satellite dish is installed in the apartment home, it is the resident's responsibility to provide the management office with the proper insurance, deposit and signed addendum prior to installing the dish.

Amenities

General Policies:

Our goal is to provide you with optimum resident and customer services and outstanding amenities. These policies are in place for your convenience, safety and full enjoyment of our facilities

Residents and all occupants, including adults, persons under the age of 17 and guests, must comply with all community policies and rules regarding use of the resident's dwelling and the common areas. There are rules contained in the lease and, in some cases, separate rules attached to the lease or provided to the residents during the lease term. For purposes of this acknowledgement, "owner" includes the dwelling owner, management and all other owner representatives; and "lease" means the Lease Contract entered into between owner and resident(s).

Amenities and facilities include but are not limited to:

- Swimming pool
- Business Center
- Fitness Room
- Exercise Equipment
- Other Activities

If you have concerns or notice unusual or dangerous circumstances at any facility or amenity area, please notify management and/or police.

Swimming Pools and Spas

General Policies:

- We do not provide, at any time, safety or supervisory personnel at the pools, hot tubs, spas, or any other common area.
- The Owner and authorized representatives of this apartment community do not and cannot assure, guarantee or warrant your safety.
- With the exception of handicapped assistance animals, no pets are allowed in any pool area.
- For the safety of all, no glass of any kind is allowed in any gated pool area.
- Profanity, reckless activity, disruptive behavior or excessive noise will be immediate grounds for dismissal from the pool areas.

Hours: All pool areas are open from 10:00 am to 10:00 pm daily. Anyone in a pool area after closing will be required to leave immediately.

Guests: Residents are limited to 2 guests per apartment to any pool area, and resident must accompany guests.

- We are unable to neither provide reservations for any pool area nor allow any type of group gathering in a gated area.
- Pool parties are prohibited without prior written consent by management.

Age Limits: Resident agrees that persons under sixteen (17) years of age using a pool/spa be must be accompanied by a parent or legal guardian.

Attire: Appropriate swimwear is always required. No T-backs, G-string or thong suits, cutoffs, diapers or toplessness is allowed.

No private signage of any kind is allowed on common areas or streets.

Fitness Center

⁵ Abigail G Andrews ^{1,2} Emily Rojas

middle and end of the event as well as full liability for any damages, overtime charges or conduct issues.

General Policies:

- Please provide your own towel.
- Please do not slam weights.
- **RE-RACKING YOUR WEIGHTS IS REQUIRED.**
- Limit cardio to 30 minutes when others are waiting.
- No food, glass or open drink containers are allowed in the Athletic Club. Sports bottles or other non-spillable containers are welcome.
- No gym bags are allowed on the workout floor.
- Immediately report any needed repairs of facility equipment, doors, windows or lighting to the office staff.

Hours: __

Guests: Guests must be at least eighteen (18) years of age to use the Fitness Center.

- Guests may not bring guests.
- Guests must adhere to all policies and procedures.
- Guest must be accompanied by a lease holder 18 years or older.

Age Limits:

- Persons under the age of 17 are not allowed in the fitness areas **at any time.**

Attire: Proper athletic shoes must be worn (no sandals, bare feet, etc.)

- Proper apparel is always required including shirts or tank tops (jog tops are acceptable; however, no street clothes, jeans, cutoff shorts or cutoff shirts are allowed.)
- No bathing suits or swim attire

Business Center

General Policies:

- **Use at your own risk - Our owners and representatives are not responsible for viewings, viruses or loss of information.**
- No food or drinks.
- Please be considerate of others: do not tie up computers for extended periods of time.
- A fax machine is provided for your convenience for local faxes only.

We cannot be responsible for incoming faxes. This includes confidential or sensitive information.

Age Limits:

- Children under the age of 16 must be accompanied **by a resident 18 years of age or older** at all times.

Guests:

The business center is for use by residents only. Guests are not permitted, unless accompanied by a resident.

Video Recording Authorization

While out and about the community, Resident(s) on behalf of themselves and/or their minor children, if any, grants to CAF Management and the community ownership, jointly, for their own benefit and for the benefit of others, the non-exclusive and perpetual right to (a) photograph, or otherwise capture the image of said persons, both in still and motion pictures, (b) record the voices of said persons, separately and in synchronization with images, by any means known or hereafter discovered, and (c) use and duplicate such photographs or other images, whether in print, videotape, digital, or other formats, and reproduce the voice of the said persons, separately or together with such images for all purposes, including but not limited to posting same on social media websites. All copies of the said person's image, likeness, and voice created or recorded by CAF Management or community ownership (or their agents) hereunder shall be the exclusive property of CAF Management and community ownership. The undersigned agrees that the copyright in any work captured by CAF Management or community ownership (or their agents) hereunder shall be the exclusive property of CAF Management and community ownership with all such rights in and to such work having been transferred by Resident(s) on behalf of themselves and/or their minor children, if any, to CAF Management and community ownership hereby.

Private Party Facilities

General Policies:

- Our Club Room accommodates a maximum of 50-100 people and includes a stereo system.
- A partially refundable deposit will be collected prior to event and will be returned after event date has passed and inspection of premises has been completed. Holidays, as determined by management, will require a higher fee.
- Please contact the management office for rates, availability and further details. Rates are subject to change at any time.
- No private signage of any kind is allowed on common areas or street areas.
- Party Facilities may not be leased to non-residents. Booking an event for an acquaintance requires your personal attendance at the beginning,

Barbecue Grills

General Policies:

- **We are unable to provide reservations, nor allow any type of group gathering in a gated area.**
- Facilities are for use by residents and their guests only.
- Use of facilities is at your own risk.
- Please clean grills after use.
- Barbecue Grill Operating instructions are posted at each location for your safety. Please comply with all safety precautions. If this information is not available, please contact the management office before attempting to use these grills.
- For the safety of all, **no glass** of any kind is allowed in the pool area

Hours: These facilities are available for your use between the hours of **9:00 am - 6:00 pm Monday-Friday, 10:00 am - 5:00 pm Saturday, and 1:00 pm - 5:00 pm Sunday.**

Guests: Residents are limited to **2 guests per apartment** to any common area, and resident must accompany each guest.

Mutual Non-Disparagement Clause

Resident and Owner (including CAF Management, CAF Properties, and their employees) will not at any time after the signing of the Lease, through any medium, either orally or in writing, including, but not limited to, electronic mail, television or radio, computer networks or Internet bulletin boards, blogs, social media platforms, such as Facebook, LinkedIn, or Twitter, or any other form of communication, disparage, defame, impugn, damage or assail the reputation, or cause or tend to cause the recipient of a communication to question the ability, integrity, competence, good character, and/or professionalism of the other party. The Parties understand that if one party disparages any other party, the acting party may be subject to civil liability and/or injunctive relief.

Notification

All rules and regulations posted within the community are included by reference in this document.

Immediately call 911 or the police to report an emergency, suspicious persons, strange vehicles, disturbances, or unusual activity on the community.

All references to Management contained herein or used on the property shall by definition include the Management Company, its agent or assign (in singular or plural), the owner, its agent or assign (in singular or plural), as well as the developer, its agents or assign (in singular or plural).

While the foregoing policies contain minimum provisions regarding the supervision of persons less than twelve years of age, residents are advised to exercise their own prudent judgment with respect to the unsupervised use of the facilities located throughout the community by minors. Neither management nor owner, by establishing the minimum requirements contained in these policies, is in any manner representing, guaranteeing or ensuring the safety of any persons when participating in the activities or using the facilities of the community with or without supervision.

Neither management, owner nor developer are liable for any injuries, and residents and guests waive any claims or rights to sue management, owner, its agents or employees for any injury that may result directly or indirectly from the use of any of the facilities on the property.

Acknowledgement by Residents of Apartment Rules

APARTMENT RULES: Residents and all occupants, including adults, persons under the age of 16 and visitors, must comply with all community policies and rules regarding use of the resident's dwelling and the common areas. There are rules contained in the lease and, in some cases, separate rules attached to the lease or provided to the resident(s) during the lease term. Special instructions may have been given to residents regarding smoke detectors, alarm systems, and access gates. Owner has no duty to remove ice, sleet, or snow from the common areas. For purposes of this acknowledgement, "owner" includes the dwelling owner, management and all other owner representatives; and "lease," means the Lease Contract entered into between owner and resident(s)

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

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

_____ Date: _____

_____ Date: _____

_____ Date: _____

⁶ Abigail G Andrews ¹³ Emily Rojas

_____ Date: _____

Occupant(s) Signature(s)
(Signature of Parent or Guardian required below)

_____ Date: _____

_____ Date: _____

_____ Date: _____

Signature of Parent or Guardian (for named occupants)

_____ Date: _____

Owner's Representative Signature:

Title: _____ **Date:** _____

⁷ Abigail G Andrews ¹⁴ Emily Rojas

GARAGE ADDENDUM

Resident: Abigail G Andrews

Date: 10/18/2022

Apartment No.: 5-5205

Garage No.:

A garage remote fee in the amount of \$50 is due at move in. Should you require an additional remote at any time, there will be an additional cost of \$50 per remote.

1. The garage is to be utilized primarily for parking purposes.
2. Any combustible items are forbidden to be stored in the garage at any time. This includes, but is not limited to, paint thinners, propane tanks, gasoline, kerosene, aerosol cans, fireworks, lighter fluids, etc.
3. The monthly rent for the garage is to be included with monthly rental payment for the apartment. The same terms, provisions and any associated fees as described in the Apartment Lease Contract shall also apply to this Addendum.
4. Upon vacating, the garage must be swept out and all trash and debris removed. Any remote controls/keys must be returned to the Management office. Any damages to the garage or surrounding area (including remote controls) are the responsibility of the above-mentioned resident and shall be paid by resident or deducted from any security deposits previously paid.
5. No pets or animals may be kept in the garage.
6. Resident agrees that no "garage sales" shall be permitted in or around the garage, parking areas or common areas and nothing shall be sold out of or around the garage, parking areas or common areas without written permission of Management.

¹ *Abigail G Andrews*

³ *Emily Rojas*

By signing below, I acknowledge to have read and understand the terms and conditions as stated above.

Resident

Date

Resident

Date

Resident

Date

Resident

Date

Management

Date

Our Mission is to exceed the expectations of our investors, residents and employees
People | Integrity | Attention to Detail | Responsive | Always Improving

² *Abigail G Andrews* ⁴ *Emily Rojas*

AMENITIES USE RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Release, Indemnification and Hold Harmless Agreement (“Agreement”) is executed and made effective as of the date set forth below (the “Effective Date”) by the RELEASOR(S), as identified below, in favor of and for the benefit of OWNER and MANAGER, as identified below, and all of OWNER’S and MANAGER’S officers, directors, shareholders, partners, members, managers, employees, agents and representatives and all other persons or entities acting on their behalf (collectively the “RELEASED PARTIES”). RELEASOR(S) and the RELEASED PARTIES shall collectively be referred to as the PARTIES.

IN CONSIDERATION of RELEASOR(S) being permitted to use the amenities facilities at the below named apartment community (the “Apartment Community”) owned by OWNER and managed by MANAGER (the “Activity”) and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, the PARTIES agree as follows:

1 Assumption of Risk. RELEASOR(S) acknowledge the Activity may expose RELEASOR(S) to certain risks, including possible exposure to Coronavirus (some of which RELEASOR(S) may not fully appreciate) and that injury, death, property damage or other harm could occur to RELEASOR(S). RELEASOR(S) is voluntarily participating in the Activity with knowledge of the risks, hazards, and other dangers involved. RELEASOR(S) hereby accepts any and all risks of injury (including death) to RELEASOR(S) arising out of or in any way connected with the Activity.

2 Release. RELEASOR(S) hereby waives, releases, and forever discharges any and all claims for damages for personal injury, death, or property damage which RELEASOR(S) and/or RELEASOR(S) children, heirs, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of participation in the Activity.

3 Indemnification. RELEASOR(S), to the fullest extent permitted by law, shall indemnify, hold harmless, protect and defend the RELEASED PARTIES from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or resulting from the negligence, gross negligence or misconduct of RELEASOR(S) in connection with participation in the Activity. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, RELEASOR(S) will indemnify, hold harmless and defend the RELEASED PARTIES from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against the RELEASED PARTIES.

4 Financial Responsibility. In the event that RELEASOR(S) should require medical care or treatment for illness or injury sustained as a result of participation in the Activity, RELEASOR(S) agrees to be financially responsible for any costs incurred as a result of such treatment. RELEASOR(S) represents that adequate health insurance is in effect to cover any injury or illness suffered or damage caused while participating in the Activity.

¹ *Abigail G Andrews*

³ *Emily Rojas*

**LEASE ADDENDUM
PROPERTY DAMAGE LIABILITY WAIVERSM**

All rentals are required to carry and maintain property damage liability coverage. The resident is responsible for damages caused by the resident or resident's guests. Your rental is included in the Property Damage Liability WaiverSM (PDLW[®]) and therefore subject to an additional rent of \$15.00 per month. Payment of this additional rent in accordance with the terms of your residential rental agreement waives your obligation to indemnify the property owner for damages arising from fire, smoke, explosion, water discharge or sewer backup caused by your accidental acts or omissions as further described in your rental agreement up to \$100,000 per occurrence. **THIS WAIVER ONLY WAIVES YOUR LIABILITY TO THE PROPERTY OWNER AND DOES NOT WAIVE YOUR LIABILITY TO ANY THIRD PARTIES. THIS WAIVER ONLY APPLIES TO DAMAGE CAUSED BY YOUR ACCIDENTAL ACTS OR OMISSIONS AND DOES NOT APPLY TO DAMAGES CAUSED BY YOUR DELIBERATE OR INTENTIONAL ACTS OR OMISSIONS. THIS WAIVER ONLY APPLIES UP TO \$100,000 PER OCCURRENCE; ANY AMOUNT IN EXCESS OF \$100,000 REMAINS SUBJECT TO THE TERMS OF THE RENTAL AGREEMENT.** In situations where the property owner's covered damages are under \$100,000, and subject to the terms of any applicable owner insurance policy, personal property coverage may be available as an amenity, provided that in no event shall the sum of the property owner's covered damages and all amounts paid to affected rentals exceed \$100,000.

NOTICE TO RESIDENTS: THE PROPERTY DAMAGE LIABILITY WAIVERSM ONLY WAIVES YOUR OBLIGATION TO INDEMNIFY THE OWNER FOR DAMAGES CAUSED BY YOUR ACCIDENTAL ACTS OR OMISSIONS AS DESCRIBED HEREIN. BY PARTICIPATING IN THE PROPERTY DAMAGE LIABILITY WAIVERSM, YOU ARE NOT ACCEPTING, ENROLLING, OR PURCHASING AN INSURANCE POLICY NOR ARE YOU BEING LISTED AS A NAMED INSURED UNDER ANY OWNER POLICY. THE PROPERTY DAMAGE LIABILITY WAIVERSM IS NOT A RESIDENT'S INSURANCE POLICY NOR IS IT INTENDED TO REPLACE A RESIDENT'S PERSONAL PROPERTY OR LIABILITY INSURANCE POLICY. ALL RESIDENTS SHOULD CONSULT AN INSURANCE PROFESSIONAL TO EVALUATE AND DETERMINE PERSONAL INSURANCE NEEDS.

By signing below, you acknowledge that you have read and understand this entire Addendum and agree to be legally bound hereby.

Resident Signature:

Date: 10/18/2022

Resident Name (Print):

09/15/2020

¹ *Abigail G Andrews* ² *Emily Rojas*

Blue Moon Lease - The Kacey

Signature Details

	Signer	IP Address	Date Signed
	Blue Moon Lease - The Kacey		
1	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:49:11 AM
2	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:49:21 AM
3	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:49:27 AM
4	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:49:40 AM
5	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:49:48 AM
6	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:49:56 AM
7	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:50:03 AM
8	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:50:10 AM
9	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:50:16 AM
10	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:50:23 AM
11	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:50:30 AM
12	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:50:37 AM
13	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:50:46 AM
14	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:50:53 AM
15	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:51:00 AM
16	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:51:07 AM
17	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:51:15 AM
18	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:51:24 AM
19	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:51:31 AM
20	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:51:45 AM
21	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:51:55 AM
22	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:52:08 AM
23	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
24	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM

25	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
26	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
27	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
28	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
29	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
30	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
31	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
32	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
33	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
34	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
35	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
36	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
37	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
38	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
39	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
40	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
41	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
42	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
43	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM
44	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:16 PM

CAF Community Policies

1	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:53:23 AM
2	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:53:29 AM
3	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:53:35 AM
4	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:53:43 AM
5	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:53:51 AM
6	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:53:57 AM

7	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:54:07 AM
8	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:21 PM
9	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:21 PM
10	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:21 PM
11	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:21 PM
12	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:21 PM
13	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:21 PM
14	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:21 PM

CAF Garage Addendum

1	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:53:04 AM
2	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:53:13 AM
3	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:22 PM
4	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:22 PM

Amenities Use Release

1	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:52:44 AM
2	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:52:53 AM
3	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:23 PM
4	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:23 PM

PDLW Lease Addendum

1	Abigail G Andrews Primary (15322134)	76.164.98.3	10/19/2022 11:52:31 AM
2	Emily Rojas Owner/Manager	24.75.113.3	10/22/2022 03:24:24 PM