

BUSINESS RECORDS AFFIDAVIT



SENATE OF TEXAS §
COURT OF IMPEACHMENT §
THE STATE OF TEXAS §

Before me, the undersigned authority, personally appeared Courtney Chaves, who, being by me duly sworn, stated under oath as follows:

1. My name is Courtney Chaves. I am a Senior Regional Manager of Morgan Group Property Management, LLC (“Manager”), the property management company of Pearl Lantana Apartments. I am of sound mind, capable of making this affidavit, and personally acquainted but the facts herein stated. I am a custodian of records for the Manager and am familiar with the manner in which Manager’s records are created and maintained by virtue of my duties and responsibilities.

2. The following link includes the requested records: <https://www.dropbox.com/sh/rrpe0q9pxue80sn/AABBxwD0EuVodbdX1Xitf8Afa?dl=0>. These are the original records or exact duplicates of the original records of Manager.

3. It is the regular practice of Manager to make this type of record at or near the time of each act, event, condition, opinion, or diagnosis set forth in the record.

4. It is the regular practice of Manager for this type of record to be made by, or from information transmitted by, persons with knowledge of the matters set forth in them.

5. It is the regular practice of Manager to keep this type of record in the course of regularly conducted business activity.

6. It is the regular practice of the business activity to make the records.

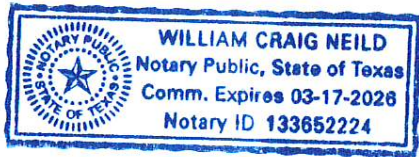
Affiant states nothing further.




COURTNEY CHAVES

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on August 17, 2023.

SEAL:





Notary Public in and for
The State of Texas

Lease Application Agreement

Pearl Lantana

Date submitted: 7/21/2020

Resident Information

Name: Laura Leigh Olson
Site Address: 6401 Rialto Blvd.

Lease Start: 8/1/2020
Lease End: 11/1/2021
Advertising Source: Locator Service
Referred by: Dillon at Smart City

Application - Laura Leigh Olson

Date Of Birth: 06/07/****
SSN/ITIN: ***-**-6698
Est. Annual Income: \$70,000.00
Other Annual Income: \$20,000.00
Driver's License/State ID: ****7568 - TX
Home Phone: [REDACTED] 1452
Work Phone:
Work Phone Ext:
Mobile: [REDACTED] 1452
Email: lloilson@[REDACTED]

Background Information - Laura Leigh Olson

Has been evicted?: No
Has felony, sex-related crime, or misdemeanor assault conviction?: No

Current Residence - Laura Leigh Olson

Residence/Mortgage Company:
Rent/Own/NA: NA
Address: [REDACTED] kristen way
san antonio, TX 78258
US
Rent Amount: \$0.00
Manager/Contact:
Move-In Date: 7/20/2020
Phone:
Reason for leaving:
Fax:
Email:

Current Employer - Laura Leigh Olson

Employer Name: World Class Property
Address:
Job Title:
Job Type: Employed
Est. Annual Income: \$70,000.00
Start Date:
Supervisor Name:
Phone:
Fax:
Email:



Pet Information

I do not have pets.

Rental Criteria

Qualification Acknowledgment

In order to assist you with your decision on your new home, we are providing a list of guidelines used to qualify applicants for residency in our communities. Please note that these are our current rental criteria. Nothing contained in these requirements shall constitute, represent or guaranty by Morgan Group Property Management, LLC or the owner of this community that all residents and occupants currently residing in our community have met or currently meet these guidelines. There may be residents or occupants who have resided in the community prior to these requirements going into effect; additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various credit reporting services used. Qualification standards include but are not limited to the following criteria:

IDENTIFICATION. Applicants must present a valid government-issued photo identification card for each person age 18 years and older that will be living in the apartment.

INCOME. All applicants must have a combined verifiable source of income in an amount in accordance with current community guidelines but no less than three (3.0) times the rental rate. If an applicant does not meet income requirements the applicant will be denied. A guarantor will be required of applicants that do not meet the applicable income requirements. Verifiable sources of income may include, but not necessarily limited to, the following:

- Last two consecutive payroll check stubs with year to date information with a minimum of six (6) months at current employer.
- Previous year's W-2 or 1099.
- Last six (6) months consecutive bank or financial statements demonstrating multiple deposits equivalent to 3 times the market rent for the type of unit to be occupied.
- Proof of child or spousal support payments.
- Proof of social security income, disability or other government income.
- Proof of retirement or trust fund income.
- Applicants claiming self-employment must provide previous year's personal tax return and 6 months of personal bank statements as evidence of sufficient income of at least 3 times the market rent for the type of unit to be occupied. Applicants that have a job in which the applicant's income is based primarily off of tips, bonuses or commissions will be considered self-employed.
- A verifiable offer letter on company letterhead.



CREDIT HISTORY. Our credit reporting agency evaluates credit and rental history against indicators of future rent payment performance and operates as required by law under the Dodd-Frank Wall Street Reform and Consumer Protection Act. An unsatisfactory finding may result in the requirement of an additional deposit or denial. Lack of credit history will require a Guarantor.

GUARANTORS. Guarantors must meet the qualifying criteria with respect to presenting proper identification and having an acceptable credit history. Additionally, all guarantors must have a verifiable source of income in an amount no less than five (5) times the rental rate, pay an application processing fee and sign the Guarantor Addendum.

CRIMINAL HISTORY. Our investigation includes criminal background screening. It is possible your application may be denied due to criminal convictions.

OCCUPANCY. The maximum number of persons permitted to occupy an apartment shall not exceed **two (2)** persons per bedroom, plus one additional person.

PETS. Pet restrictions vary at each community. If you have pets, please see your leasing representative for more information. Assistance animals will be allowed to the extent required by applicable law.

FAIR HOUSING STATEMENT. Morgan Group Property Management, LLC and the owner of this community are committed to compliance with all federal, state, and local fair housing laws. It is our policy to comply with all laws prohibiting discrimination, including those that prohibit discrimination based on race, color, religion, national origin, sex, familial status, or disability and any other local laws protecting specific classes.

Although being subject to self-quarantine or self-isolation for COVID-19 will have no bearing on your eligibility for rental in our community, If you have elected, or will elect to, go into self-quarantine or self-isolation in our community, please follow the advice and guidance of your healthcare provider and the CDC. We also ask that you avoid common areas and notify us so that proper precautions can be made if we or our vendors need to enter your unit for emergency maintenance purposes. Please also notify us if any of the following apply to you:



- *You have tested positive for COVID-19;*
- *You have a fever (over 100.4° F), felt feverish, or had chills;*
- *You have a new or worsening cough;*
- *You have a new or worsening difficulty breathing;*
- *You have traveled internationally within the last 14 days; or*
- *You have had close contact with a person known to have COVID-19.*

RENTAL RATES AND LEASE TERMS. Original rental rate quotes will be honored for **two (2)** business days from the date the quote is given. The rental rate quote is associated with the apartment's availability at the time of your quote, move in date, and lease term requested. Any revisions or changes to the time of the quote, your move-in date, or lease term may require a revised quote which may result in a different monthly rental rate.

ACKNOWLEDGMENT. Signing this acknowledgment indicates that you have had the opportunity to review the landlord's tenant qualification criteria. The tenant qualification criteria may include factors such as criminal history, credit history, current income, and rental history. If you do not meet the qualification criteria, or if you provide inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded.

PRIVACY POLICY

While no one can guarantee against identity theft or the misuse of personal information, protecting the information provided to our Community is a high priority. The following set forth the Community's current Privacy Policy for the personal information collected in your rental application:

How personal information is collected. You will be asked to furnish some of your personal information when you apply to rent from this Community. This information will be on the rental application form or other documentation that you provide to the Community or to a locator service, either on paper or electronically.



How and when information is used. The Community will use this information only for business purposes involved in leasing an apartment unit to you. Examples of these uses include, but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future).

How the information is protected and who has access. The Community allows only authorized persons to have access to your personal information, and the Community keeps documents and electronic records containing this information in secure areas and systems.

How the information is disposed. After the Community no longer needs or are required to keep your personal information, the Community will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. The Community's disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

Please note that if you found this Community through a locator service, please be aware that locator services are independent contractors and are not this Community's employees or agents. You should require any locator service you use to furnish its own privacy policies.

Consent Form

I or we authorize Pearl Lantana to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

You declare that all your statements on the first page of this Application are true and complete. You authorize us to verify same through any means. If you fail to answer any question or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligation, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.



Pet Policy

Our community was designed with people who rent with pets in mind. Our community offers pristine grounds. A maximum number of TWO (2) pets are permitted per apartment unit provided applicant pays the required Pet Deposit, Non-refundable Pet Fees and Monthly Pet Rent. For each pet, applicants will further be required to provide a photograph of pet and veterinary records showing satisfactory vaccination records. Pets that are welcome at this Community include dogs (that weigh less than ninety-nine (99) lbs; however, some breeds are restricted), cats, fish, and caged birds. In addition to complying with this Community's rental policies, any prospective lease and applicable addenda, aggressive dog breeds including, but not limited to the following are not permitted as pets at this Community: Akita Inu, Alaskan Malamutes, American Bandogge, American Bulldog, Basenji, Boew Boel, Bull Terrier, Cane Corso, Caucasian, Chow, Doberman Pinschers, Dogo Argentino, Fila Brasileiro, German Shepherd, Great Dane, Gull Dong, Huskies, Perro de Presa Canario, Pitbull, Rhodesian Ridgeback, Rottweiler, Saint Bernard, Tosa Inu, and Wolf Hybrid. Other animals, including but not limited to the following are not permitted as pets at this Community: Poisonous Animals (i.e. spiders, snakes); and/or, other Exotic Animals (i.e. primate, iguana, ferret, sugar gliders, snakes). For more comprehensive literature regarding this Community's pet policies, please inquire with a leasing representati

DocuSigned by:

Laura Olson

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HBOM00275137

Your Adv Plus Banking

LAURA LEIGH OLSON

Account summary

Beginning balance on March 26, 2020	[REDACTED]
Deposits and other additions	4,198.00 *
ATM and debit card subtractions	-1,171.83
Other subtractions	-3,434.81
Checks	-0.00
Service fees	-12.00

Ending balance on April 24, 2020 [REDACTED]

Your account has overdraft protection provided by deposit account number [REDACTED]

Deposits and other additions

Date	Description	Amount
03/30/20	[REDACTED]	200.00
04/01/20	[REDACTED]	550.00
04/06/20	[REDACTED]	700.00
04/06/20	[REDACTED]	200.00
04/07/20	[REDACTED]	1,700.00
04/16/20	[REDACTED]	300.00
04/22/20	[REDACTED]	400.00

continued on the next page

What's on your mind?

When you join the Bank of America[®] Advisory Panel, you can help us understand what you like and don't like.
Enter code **CADD** at bankofamerica.com/AdvisoryPanel to learn more and join.

Inclusion on the Advisory Panel subject to qualifications.

SSM-09-19-0761A1 | ARGST4RM

AUG - \$4017.20/mo

P.O. Box 15284
Wilmington, DE 19850

LAURA LEIGH OLSON
[REDACTED] KRISTEN WAY
SAN ANTONIO, TX 78258-3618


Customer service information

- ☎ Customer service: 1.800.432.1000
- TDD/TTY users only: 1.800.288.4408
- En Español: 1.800.688.6086
- 🌐 bankofamerica.com
- ✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for March 26, 2020 to April 24, 2020

Your deposit accounts	Account/plan number	Ending balance	Details on
Adv Plus Banking	[REDACTED]	[REDACTED]	Page 3
Regular Savings	[REDACTED]	[REDACTED]	Page 7
Total balance		[REDACTED]	



Celebrate Earth Day's 50th anniversary
Help make a difference by going paperless
It's easy. Just sign in to Online Banking.
Find other ways you can get involved at EarthDay.org/earth-day-2020.


S9M-01-20-2305.C | 2906625

Your Adv Plus Banking



LAURA LEIGH OLSON

Account summary

Beginning balance on April 25, 2020	
Deposits and other additions	4,003.62 *
ATM and debit card subtractions	-809.41
Other subtractions	-2,891.71
Checks	-0.00
Service fees	-24.00
Ending balance on May 22, 2020	

Your account has overdraft protection provided by deposit account number 

Deposits and other additions

Date	Description	Amount
04/27/20		200.00
04/29/20		200.00
05/01/20		550.00
05/01/20		98.62
05/04/20		180.00
05/05/20		1,700.00
05/08/20		400.00
05/15/20		300.00

continued on the next page

Thank you for being a Bank of America® customer

SSM-09-19-0052.B | ARB7C7ST

P.O. Box 15284
Wilmington, DE 19850

LAURA LEIGH OLSON
██████████ KRISTEN WAY
SAN ANTONIO, TX 78258-3618

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P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for April 25, 2020 to May 22, 2020

Your deposit accounts	Account/plan number	Ending balance	Details on
Adv Plus Banking	██████████	██████████	Page 3
Regular Savings	██████████	██████████	Page 7
Total balance		\$365.36	



Know how to prevent fraud

- Never provide access codes to an unsolicited caller or through email or text.
- Protect your account numbers by using Zelle¹ or Bill Pay for digital payments.
- Don't abbreviate the year 2020. Scammers can easily manipulate it.

For more tips and information, visit bankofamerica.com/Security.

¹ Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

SSM-01-20-2301.G | 2880298

Your Adv Plus Banking

LAURA LEIGH OLSON

Account summary

Beginning balance on May 23, 2020	\$339.30
Deposits and other additions	3,850.00 *
ATM and debit card subtractions	-658.14
Other subtractions	-2,974.29
Checks	-0.00
Service fees	-12.00
Ending balance on June 24, 2020	\$544.87

Your account has overdraft protection provided by deposit account number [REDACTED]

Deposits and other additions

Date	Description	Amount
05/26/20	[REDACTED]	300.00
05/28/20	[REDACTED]	200.00
06/01/20	[REDACTED]	550.00
06/04/20	[REDACTED]	1,800.00
06/09/20	[REDACTED]	200.00
06/18/20	[REDACTED]	300.00
06/24/20	[REDACTED]	500.00
Total deposits and other additions		\$3,850.00

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SSM-09-19-0761.A1 | AR65T4RM

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- 🌐 bankofamerica.com
- ✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for May 23, 2020 to June 24, 2020

Your deposit accounts	Account/plan number	Ending balance	Details on
Adv Plus Banking	██████████	██████████	Page 3
Regular Savings	██████████	██████████	Page 7
Total balance		\$575.30	



**Know how
to identify and
avoid scams**

- Don't buy gift cards for someone you don't know, and never send gift cards as payment.
- Never provide access codes to an unsolicited caller or through email or text.
- Hang up if an unsolicited caller asks for money or personal information. Scammers can fake caller ID to trick you, so hang up and call back through a trusted number.

For more tips and information on the tricks scammers use, visit [bankofamerica.com/Security](https://www.bankofamerica.com/Security).

SSM-01-20-2301.C | 2880298

WORLD CLASS PROPERTY COMPANY

814 Lavaca Street | Austin, Texas 78701 | www.worldclassproperty.com

June 23, 2020

Laura Olson
lholson [REDACTED]

Dear Laura,

Welcome to World Class Property Company, a World Class Company. This letter (this "Letter Agreement") will confirm the nature of your job duties, your compensation and the terms of your employment as of the above date. This Letter Agreement constitutes a valid and binding agreement between World Class Capital Group, LLC (or "Company") and ("you" and "your"), as set forth herein.

1. **Position:** Your work position will be **Director, Special Projects**. In this role you will be responsible for project management, operational execution, implementation of strategic initiatives, relationship management, and spearheading special projects as assigned by the CEO. You will be based out of our Downtown Austin location (814 Lavaca St., Austin, Texas 78701) and will report to our President & CEO Nate Paul. Your start date is set for July 6th, 2020. This is an exempt position.
2. **Terms of Employment:** Your employment with the Company is "at will". This means that you may terminate your employment at any time and for any reason. Similarly, the Company may terminate your employment at any time and for any reason.
3. **Compensation:** In exchange for your work efforts, you will receive the following compensation: \$65,000 per annum payable in equal bi-weekly payments on regular pay dates, except for your first and final payments which may be pro-rated. Your compensation evaluation will be assessed after the completion of your first year of employment with the Company, or as otherwise in accordance with the established Company compensation review policy. You will be eligible for a discretionary bonus on the anniversary of your employment.
4. **Benefits:** You will be eligible to participate in medical insurance program and our 401k on the 1st of the month following 60 days of full-time employment. **Expense Reimbursements:** You shall be entitled to expense reimbursements in accordance with the Company's expense reimbursement policy for reasonable business expenses incurred by you on behalf of or in furtherance of the business of the Company, including mileage reimbursement at a rate as established by the Company for business use of your personal vehicle. Reimbursement requests must be in accordance with the Company's expense reimbursement policy and include paid receipts.
5. **Computer & Cell Phone:** The Company may provide you with a Company smart phone and laptop computer for business use only.
6. **Exclusivity:** In return for the compensation payments set forth in this offer of employment, you agree to devote 100% of your professional time and energies to the Company and not engage in any other business or professional activities without the prior approval of the Company. Any outside business or professional activities, if approved, must be conducted without the use of Company supplies, equipment or facilities, and no outside business or professional activities may interfere with the performance of your duties for the Company.

7. **Confidentiality:** You agree to protect the Company Entities' Confidential Information, both during and after your employment, and shall not disclose to any person, or otherwise use, except in connection with your job duties under this Letter Agreement, any Confidential Information. "Confidential Information" means any and all technical, business and other information which (1) is proprietary to or possessed or hereafter required by the Company Entities and disclosed to, developed or otherwise acquired by the Company Entities during the term of your employment whether or not related to the performance of your duties; and (2) derives independent economic value, actual or potential, from not being generally known to the public or to other persons, other than the Company Entities and its agents and employees, who can obtain economic value from its disclosure or use. Such Confidential Information includes, without limitation, any and all information concerning actual or potential investors, customers, or suppliers, product pricing, computer formulae, pay procedures or calculations, information regarding business plans and operations, methods and plans of operations, marketing strategies, sales and distribution plans or strategies, cost information, pricing strategies, and acquisition and investment plans. This paragraph 9 shall survive the termination of your employment and of this Letter Agreement.
8. **Ownership of Work Product:** You agree that all means original photographs, works of authorship, developments, discoveries, ideas, know-how, trademarks, and trade secrets, whether or not patentable or registrable under copyright or similar laws, that you may solely or jointly conceive, develop, or reduce to practice ("Work Product") relating, directly or indirectly, to the business of Company or the methods of conducting business used or could be used by the Company shall belong exclusively to the Company. You agree to promptly disclose all Work Product to the Company and perform all actions reasonably requested by the Company to establish and confirm the Company's ownership thereof, including assigning to the Company, or its designee, all of your right, title, and interest in all Work Product. You also agree not to publish any Work Product, including, but not limited to photographs, to any social media outlet, such as Facebook, Twitter, Tumblr, or Instagram, without the express permission of the Company.
9. **Non-Disparagement:** You agree not to (nor cause or cooperate with others to) publicly criticize, ridicule, disparage or defame the Company Entities, their affiliates and/or their principals and representatives, including their products, services, policies, officers, employees, or management staff with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym). The foregoing does not apply to statutorily privileged statements made to governmental or law enforcement agencies.
10. **Arbitration:** Any controversy, dispute or claim ("Claim") whatsoever between you on the one hand, and the Company, or any of its subsidiaries, employees, officers, directors and agents (collectively the "Company Entities", and together with you, the "Parties") on the other hand, arising out of this Letter Agreement or in any way connected with your employment shall be settled by binding arbitration at the request of either party. The Claims covered by this Letter Agreement include any claims arising in tort, contract or statute, including but not limited to, claims for discrimination and/or harassment in employment on the basis of race, gender, sex, religion, creed, national origin, age over 40, pregnancy, disability, sexual orientation or any other basis protected by state or federal law. Within ninety (90) days of receipt of notice of a Claim, the Parties shall agree on an arbitrator with the American Arbitration Association, and, if no agreement is reached, either party may petition the Superior Court for the selection of an arbitrator. The arbitrator shall apply Texas substantive law and the Texas Evidence Code to the proceeding unless otherwise agreed. The demand for arbitration must be in writing and must be made by the aggrieved party within the applicable statute of limitations period. The arbitration shall take place in Travis County, Texas. The Parties shall be entitled to conduct reasonable discovery, including, without limitation, conducting depositions, propounding interrogatories, and requesting documents. The arbitrator shall have the authority to determine what constitutes reasonable discovery and may, among other things, limit the number of depositions a party may take, the number of interrogatories a

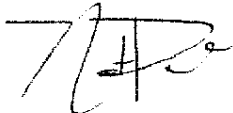
party may propound, and the number and nature of documents a party may request. The arbitrator shall prepare in writing and provide to the Parties a decision and award which includes factual findings and the reasons upon which the decision is based. The decision of the arbitrator shall be binding and conclusive on the Parties and unreviewable for error of law or legal reasoning of any kind. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction. Each party shall bear its own attorney's fees and costs of arbitration, and the arbitrator may award reasonable attorney's fees and costs to the prevailing party pursuant to Texas Law. Such costs may include the arbitrator's fees. Both you and the Company Entities understand and agree that by using arbitration to resolve any Claims, the Parties are giving up any right to have a judge or jury trial with regard to those Claims.

11. **Severability:** If any term, provision covenant or condition of this Letter Agreement is held by a court to be invalid, void or unenforceable, the remaining terms and provisions shall remain in effect and shall in no way be affected, impaired or invalidated.
12. **Former Employment:** Employee represents and warrants that he is not a party to or subject to any agreements relating to any prior employment that affect his eligibility to be employed by the Company or limit the manner in which Employee may be employed by the Company.
13. **Choice of Law:** Texas law shall govern the construction, interpretation and enforcement of this Letter Agreement.
14. **Integration:** This Letter Agreement contains our entire agreement covering the subject matter addressed here and supersedes all other agreements, understandings or past practices, whether written or oral.
15. **Modifications:** No modification, amendment or waiver of any of the provisions contained in the Letter Agreement, or any future representation, promise, or condition made in connection with the subject matter of this Letter Agreement, shall be binding upon either of us unless made in writing and signed by you and the Company.
16. **Employment Eligibility:** In compliance with the Immigration and Reform and Control Act of 1986, this offer of employment and your continued employment is contingent upon satisfactory results from credit and criminal checks and your ability to provide approved documentation that verifies your right to work in the United States, prior to beginning work. Please be prepared to provide such documentation on or before your first day of work. Documents which establish both identity and employment authorization include a U.S. Passport; Certificate of U.S. Citizenship; Certificate of Naturalization; Current foreign passport with valid endorsement authorizing employment; and Resident alien card or other alien registration card, with photo. You may also provide two separate documents, which together verify employment authorization and identity. Documents verifying employment authorization include: Social Security Card (unless it specifies that it does not authorize employment; Certificate of U.S. birth; or other approved documentation. Documents that verify identity include U.S. Driver's License or similar State ID card with photo; or other approved documentation of identity for applicants under age 18 or from a state which does not issue an ID card.

If you have any questions about the terms of your employment or the contents of this Letter Agreement, please don't hesitate to discuss them with your supervisor.

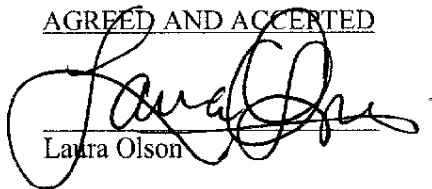
We look forward to working with you and having you on the World Class Team!

Sincerely,



Nate Paul

AGREED AND ACCERTED



Laura Olson

6.29.20

Date



TEXAS APARTMENT ASSOCIATION
MEMBER

This Lease Contract is valid only if filled out before January 1, 2022.

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Moving In — General Information

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

Laura Olson

and us, the owner: MGI-GFP Lantana Holdings LLC

(name of apartment community or title holder). You are renting Apartment No. , at 6401 Rialto Blvd.

(street address) in Austin

(city), Texas 78735 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else.

Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.

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

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

3. **Lease Term.** The initial term of the Lease begins on the 1st day of August (month), 2020 (year), and ends at 11:59 p.m. the 1st day of November (month), 2021 (year).

After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

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

- one check jointly payable to all residents and mailed to any one resident we choose, **or**
- one check payable to and mailed to _____

(specify name of one resident).

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

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

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

6. **Rent and Charges.** You will pay \$ 2193.00 per month for rent, in advance and without demand:

- at the onsite manager's office
- through our online payment site
- at _____

Prorated rent of \$ 2234.50 is due for the remainder of the [*check one*]: 1st month **or** 2nd month, on the 1st day of August (month), 2020 (year).

You must pay your rent on or before the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify.

Late Fees. If you don't pay rent in full by 11:59 p.m. on the 3rd day (3rd or greater) of the month, you must pay us the following initial late fee immediately and without demand in addition to the unpaid rent: 5 % of one month's rent as stated in this paragraph **or** \$ 5.00.

In addition, for 5 days until rent and late fees are paid in full, you must pay a daily late fee of \$ _____ per day **or** 1 % of one month's rent per day.

You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late fees, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

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

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

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

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

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

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

***No cash accepted. *No personal checks after the 3rd Must pay by Certified Funds. *All pets must be approved by management. *Section 6 "Rent and Charges" may include Carport, Garage and Storage Rent (if applicable), on the Enclosed Garage Addendum. *All lease addendums are considered part of the lease contract.**

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

10.1 Your Responsibility. You'll be liable for a reletting charge of \$ 1864.05 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.**

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

11. Security Devices.

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

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

12. Other Utilities and Services. Television channels that are provided may be changed during the Lease term if the change applies to all residents. You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we'll attach an addendum to this Lease in compliance with state-agency rules. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$ 50.00 charge (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If you're in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

Special Provisions and "What If" Clauses

13. Damages and Reimbursement.

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

13.2 Indemnification by You. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your

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guests, or our representatives who at your request perform services not contemplated in this Lease.

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

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

14. Contractual Lien and Property Left in Apartment.

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

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

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

14.4 Storage.

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

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

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

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

14.5 Redemption.

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

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

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

14.6 Disposition or Sale.

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

- (1) left in the apartment after surrender, abandonment or death of a sole resident; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

(B) Animals. An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.

(C) Sale of property. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The sale may be public or private; is subject to any third-party ownership or lien claims; must be to the highest cash bidder; and may be in bulk, in batches, or item-by-item. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.

15. Failing to Pay First Month's Rent. If you don't pay the first month's rent when or before the Lease begins, all future rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 10 and 32 apply to acceleration under this paragraph.

16. Rent Increases and Lease Changes. No rent increases or Lease changes are allowed before the initial Lease term ends, except for those allowed by special provisions in Par. 9, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under Par. 19. If, at least 5 days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent increases or Lease changes that become effective when the Lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without needing your signature) unless you give us written move-out notice under Par. 36. The written move-out notice under Par. 36 applies only to the end of the current Lease or renewal period.

17. Delay of Occupancy.

17.1 Lease Remains In Force. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to:

- (A) abatement of rent on a daily basis during delay, **and**
- (B) your right to terminate the lease in writing as set forth below.

17.2 Your Termination Rights. Termination notice must be in writing. After termination under 17.1(B), you are entitled only to refund of any deposit(s) and any rent you paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.

17.3 Notice of Delay. If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but no later.

- (a) If we give written notice to any of you or your occupants when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but no later.
- (b) If we give any of you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

18. Disclosure of Information. 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, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

While You're Living in the Apartment

19. Community Policies and Rules.

19.1 Generally. Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all written apartment rules and community policies, includ-

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

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

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

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

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

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

- (a) criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to: manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets containing gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven; **or**
- (j) making bad-faith or false allegations against us or our agents to others.

21. Parking. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes must not be parked inside an apartment, on sidewalks, under stairwells, or in handicapped-parking areas. We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle:

- (a) has a flat tire or is otherwise inoperable;
- (b) is on jacks, on blocks, or has a wheel missing;
- (c) takes up more than one parking space;
- (d) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (e) is in a handicapped space without the legally required handicapped insignia;

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

22. Release of Resident.

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

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

23. Military Personnel.

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

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

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

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

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

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

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

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

24. Resident Safety and Loss.

24.1 Disclaimer. *We disclaim all express or implied warranties of security.* We care about your safety and that of other occupants and guests. You agree to make every effort

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

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

24.3 Alarm and Detection Devices.

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

(B) Your duties. You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. **If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.** You'll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

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

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

25. Condition of the Premises and Alterations.

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

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

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Your Initials:

Initials of Our Representative:

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

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

26. Requests, Repairs, and Malfunctions.

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

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

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

26.4 Casualty Loss and Equipment Repair. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your rent will not abate in whole or in part. Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day.

26.5 Our Right to Terminate. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 7 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove and dispose of personal property if we believe it causes a health or safety hazard.

27. Animals.

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

27.2 Violations of Animal Policies.

(A) Charges for violations. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If you violate the animal restrictions or other animal rules, you'll pay an initial charge of \$ 100.00 per animal

(not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), you must pay for all cleaning and repair costs, including defleaing, deodorizing, and shampooing.

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

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

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

Replacements

30. Replacements and Subletting.

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

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

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

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

DS

Your Initials: *LP* Initials of Our Representative: *LS*

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Responsibilities of Owner and Resident

31. Our Responsibilities.

31.1 Generally.

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

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

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

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

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

31.3 Request by Mail.

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

32. Default by Resident.

32.1 Acts of Default.

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

32.2 Eviction. *If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.*

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

32.3 Acceleration.

Unless we elect not to accelerate rent, all monthly rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent:

- (A) you move out, remove property in preparing to move

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

32.4 Holdover.

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

32.5 Other Remedies.

We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means, including texting, calling your cell phone, and using an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. Upon your default, we have all other legal remedies, including Lease termination and statutory lockout under Texas Property Code sec. 92.0081, **except as lockouts and liens are prohibited by Texas Government Code sec. 2306.6738 for owners supported by housing-tax-credit allocations.** A prevailing party may recover reasonable attorney's fees and all other litigation costs from the nonprevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for the lawful removal of an animal or in any eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid.

32.6 Mitigation of Damages.

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

General Clauses

33. Other Important Provisions.

33.1 Representatives' Authority; Waivers; Notice.

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

DS
Your Initials:

Initials of Our Representative:

must be addressed to the email address we provide for notice purposes or submitted through an online portal.

33.2 Miscellaneous. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or 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. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to." Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurs before the lease term in Par. 3 begins.

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

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

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


When Moving Out

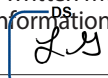
36. Move-Out Notice.

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

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

36.2 Unacceptable Notice. *Your notice is not acceptable if it doesn't comply with all of the above.* We recommend that you use our written move-out form to ensure that you provide all the information needed. You must get from us

DS
Your Initials: 

PS


Initials of Our Representative: _____

a written acknowledgment of your notice. If we fail to give a reminder notice, 30 days' written notice to move out is required. If we terminate the Lease, we must give you the same advance notice—unless you are in default.

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

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

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

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

41. Deposit Return, Surrender, and Abandonment.

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

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

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

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

SUMMARY OF KEY INFORMATION

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

Form with fields for Address (6401 Rialto Blvd), Lease dates (08/01/2020 to 11/01/2021), Security deposit (\$0.00), Monthly rent (\$2193.00), and various addendum checkboxes.

Signatures and Attachments

42. Attachments. We will provide you with a copy of the Lease as required by statute. This may be in paper format, in an electronic format if you request it, or by e-mail if we have communicated by e-mail about this Lease.

- Checklist of addendums including Access Gate, Animal, Bed Bug, Enclosed Garage, and Utility Submetering.

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

After-hours phone number (512) 358-7700 (Always call 911 for police, fire, or medical emergencies.)

43. Class Action Waiver. You agree that you will not participate in any class action claims against us or our representatives.

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY.

Resident initials: [Signature]

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

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

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

Resident or Residents (all sign below)

Table for Resident signatures with columns for Name of Resident and Date signed.

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

Address and phone number of owner's representative for notice purposes: 6401 Rialto Blvd, Austin, TX 78735, (512) 358-7700

Date Form was executed

DocuSigned by:

Signature of tenant: Laura Olson

Signature of owner's representative: Lauren Gray

LEASE ADDENDUM FOR CONCESSION, CREDIT OR OTHER DISCOUNT

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, Texas

OR

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

2. **Concession or discount.** As an incentive and bonus to you for signing the TAA Lease Contract, choosing our property, and agreeing to fulfill your obligations for the entire term of the TAA Lease Contract, you will receive a concession, credit or discount described below. [Check all that apply]

One-time concession. You will receive a one-time concession in the total amount of \$ **1847.00**. This concession will be credited to your charges for the month(s) of **Aug. 2020**

Monthly discount. You will receive a monthly discount of \$ _____ for **0** months.

Special provisions: _____

3. **Payment or repayment for breach.** If you move out or terminate your TAA Lease Contract early, in violation of the TAA Lease Contract, you forfeit the concession or credit received under this addendum.

If you fail to pay all of your obligations under the TAA Lease Contract, then you will be required to immediately repay us the amounts of all concessions and/or discounts that you actually received from us for the months you resided in your dwelling, in addition to all other sums due under the TAA Lease Contract for unauthorized surrender or abandonment by the resident (see TAA Lease Contract Par. 41).

Signatures of All Residents

Signature of Owner or Owner's Representative
July 23, 2020

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

LEASE ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. [redacted] in the **MGI-GFP Lantana Holdings** LLC in **Austin**, Texas Apartments

OR

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

2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: *(check as applicable)*

- garage or carport attached to the dwelling; carport space number(s) _____; and/or
- garage space number(s) [redacted]; storage unit number(s) _____.

The monthly rent in paragraph 6 of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum.

- 3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas.
- 4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored in the areas covered by this addendum. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.
- 5. **No smoke, fire, or carbon monoxide detectors.** Smoke, fire, or carbon monoxide detectors will be furnished by us if required by law. We may choose to provide a detection device not required by law by separate addendum.
- 6. **Garage door opener.** If an enclosed garage is furnished, you will will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a charge of \$ **50.00**, which will be deducted from your security deposit.
- 7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
- 8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. **We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise.** We are not responsible for pest control in such areas.
- 9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.
- 10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.
- 11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to paragraph 14 of the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you.

Signatures of All Residents

Signature of Owner or Owner's Representative

July 23, 2020

Date of Lease Contract

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

LEASE ADDENDUM FOR EARLY TERMINATION OF LEASE CONTRACT

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. [REDACTED] in the **MGI-GFP Lantana Holdings LLC**

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

2. **Right of early termination.** We understand that circumstances may arise in the future that pose a need for you to terminate this TAA Lease Contract prior to the end of the lease term. The purpose of this addendum is to give you the right to do so—subject to any special provisions in paragraph 8 below. In order to terminate early, your notice must be signed by all residents listed in paragraph 1 of the TAA Lease Contract and you must comply with all provisions of this addendum.

3. **Procedures.** You may terminate the TAA Lease Contract prior to the end of the lease term and thus avoid any potential liability exposure for non-payment of rent for the remainder of the lease term *if all of the following occur*:

- (a) you give us written notice of early termination at least 30 days prior to your early termination date (i.e., your early move-out date), which (*check one*) must be the last day of a month or may be during a month;
- (b) you specify the early termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the TAA Lease Contract on the date you give us the notice of early termination;
- (d) you are not in default under the TAA Lease Contract on the early termination date (move-out date);
- (e) you move out on or before the early termination date and do not hold over;
- (f) you pay us a \$ 4386.00 early termination fee;
- (g) you pay us the amount of any rent or other concessions you received when signing the TAA Lease Contract; and
- (h) you comply with any special provisions in paragraph 8 below.

4. **Payment of fees and other sums.** The early termination fee in paragraph 3(f) is due and payable no later than 3 days after you give us your early termination notice. The repayment of any rent concessions or discounts you received during the TAA Lease Contract term will be determined by the Lease Addendum for Rent Concession or Other Rent Discount. This repayment and any other monetary obligations for the entire TAA Lease Contract term are due and payable on the same day as the early termination fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.

5. **Showing unit to prospective residents.** After you give us notice of early lease termination, paragraph 28 of the TAA Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your early termination date.

6. **Compliance essential.** Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the move-out date stated in your notice of early termination. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your early termination right and this addendum will be voided automatically. In that case; (1) any amounts you have paid under this addendum will become part of your security deposit, and (2) the lease will continue without early termination. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

7. **Miscellaneous.** If moving out by the early termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to others. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the early termination date. Therefore, you may not stay beyond the early termination date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 3(c) and 3(d) of this addendum means default as defined in paragraph 32 of the TAA Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the early termination date.

8. **Special provisions.** Your right of early termination (*check one*) is or is not limited to a particular fact situation. If limited, early termination may be exercised only if the following facts occur and the described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed form. Any false statements or documents presented to us regarding early termination will automatically void your early termination right and this addendum. The special provisions are:

 Signatures of All Residents

 Signature of Owner or Owner's Representative

July 23, 2020

 Date of TAA Lease Contract



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. # _____ at MGI-GFP Lantana Holdings 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

 (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

 Date signed

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 ©2019 TEXAS APARTMENT ASSOCIATION, INC.

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

CONTINUED ON BACK

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

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

Bed bugs don't transmit disease.

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

Learn to identify bed bugs.

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

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

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

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

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

Prevent bed-bug encounters when traveling.

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

Know the bed-bug dos and don'ts.

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

DocuSigned by:

Laura Olson

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DocuSigned by:

Lauren Graff

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WATER AND WASTEWATER SUBMETERING ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. [redacted] in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, Texas

OR

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

2. **PUC.** Water conservation by submeter billing is encouraged by the Public Utility Commission of Texas (PUC). Submeter billing is regulated by PUC rules, and a copy of the rules is attached to this addendum. This addendum complies with those rules.

3. **Mutual Conservation Efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to follow the water-conservation suggestions listed in the checklist below.

4. **Submeter Billing Procedures.** Your monthly rent under the TAA Lease does not include a charge for water and wastewater. Instead, you will receive a separate monthly bill from us for submetered water and wastewater use, as follows:

- (A) Your monthly water and wastewater bill will conform to all applicable rules of the PUC (see attached).
- (B) As permitted by state law, a service fee of 9% (not to exceed 9%) will be added to your monthly water-service charges.
- (C) No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.
- (D) We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.281.
- (E) We will bill you monthly for your submetered water consumption from approximately the 15 day of the month to the 15 day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.
- (F) PUC rules require us to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ 34.12 per unit, varying from \$ \$0.27 for the lowest month's bill to \$ \$253.60 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.
- (G) During regular weekday office hours, you may examine: (1) our water and wastewater bills from the utility company; (2) our calculation of your monthly submeter bill; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

5. **Your Payment-Due Date.** Payment of your submeter water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.

A CHECKLIST OF IDEAS FOR WATER CONSERVATION IN YOUR DWELLING

The cumulative effect of many small water conservation tips can be substantial. Residents are encouraged to conserve water.

Report all leaks immediately

- Immediately report all leaks to the management office. A faucet or sprinkler head with a small drip can waste up to 600 gallons per month. A toilet that continues to run after filling the tank—even slightly—can waste as much as 200 gallons a day.

When in the bathroom

- Never use the toilet as a wastebasket or flush anything other than toilet paper.
- When brushing your teeth, turn off the water until you need to rinse your mouth. This can save up to 4 gallons a minute.
- Take a shorter shower. If you cut just one minute off your shower time, it can save a significant amount of water. Showers and baths normally use up to 50 percent of interior water consumption.
- When shaving, either turn off the water after rinsing your razor or fill the sink with hot water instead of letting the faucet run.
- Don't leave water running while cleaning bathroom fixtures.

When in the kitchen

- Run your dishwasher only when you have a full load.
- If you wash dishes by hand, don't leave the water running while rinsing dishes. This will conserve 8-to-15 gallons per day.
- When cleaning vegetables, use a basin rather than letting the faucet run.
- Use your disposal sparingly, and never for just a few scraps.

When doing the laundry

- Wash full loads only, or if it is an option, adjust the water level to match the size of the load. This will conserve 75-to-200 gallons a week. Many washing machines uses more than 40 gallons for each load of laundry.
- Use cold water as often as possible to minimize shrinkage of garments and to save energy.

When watering the yard

- Water longer, deeper and less frequently.
- Water early in the day and avoid creating runoff.
- Follow your community's watering restrictions during periods of drought.

Signatures of All Residents

Signature of Owner or Owner's Representative

July 23, 2020

Date of TAA Lease Contract

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CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.

Subchapter I. WATER UTILITY SUBMETERING AND ALLOCATION.

§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.

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CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.

Subchapter I. WATER UTILITY SUBMETERING AND ALLOCATION.

(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

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effective 10/17/18
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CHAPTER 24. SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS.

Subchapter I. WATER UTILITY SUBMETERING AND ALLOCATION.

- (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.

§24.281-3

effective 10/17/18
(P 48526)

DocuSigned by:

Laura Olson

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DocuSigned by:

Lauren Graff

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LEASE ADDENDUM FOR INTRUSION ALARM


1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in Austin, Texas.
The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Intrusion alarm.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if no intrusion alarm exists. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one) required or optional. You are responsible for all fines and other charges resulting from or attributable to the alarm, including false alarm charges for your dwelling.
3. **Permit from city.** You (check one) do or do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is City of Austin, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.
4. **Follow instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules, and procedures furnished to you by us. Instructions are attached or will be provided to you when you move in.
5. **Alarm company.** You (check one) will or will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) may choose your own alarm company or are required to use Independent Alarm Company of choice as your alarm company. The alarm system is repaired and maintained by Independent Alarm Company of choice.
6. **Entry by owner.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in paragraph 28 of your TAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.
7. **Repairs or malfunctions.** If the intrusion alarm malfunctions, you agree to (check one) contact your intrusion alarm company immediately for repair or contact us immediately for repair. The cost of repair will be paid by (check one) you or us. Do not tamper with the intrusion alarm system.
8. **No warranty.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical is subject to malfunction and human error. Therefore, residents and occupants should not rely on such security systems. *We are absolutely not responsible for malfunction of the alarm.*
9. **Liability.** *We are not liable to you, your guests, or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm.* It is strongly recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.
10. **Emergencies.** You agree to call 911, other law enforcement authorities, or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.
11. **Entire agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.

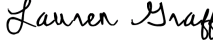
Signatures of All Residents

Signature of Owner or Owner's Representative

July 23, 2020

Date of TAA Lease Contract

DocuSigned by:

DD11697D954D488...

DocuSigned by:

AB87A70B9D6F470...

LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, Texas
OR
the house, duplex, etc. located at (street address) _____ in _____, Texas.

2. **Flat fee for trash/recycling costs.** Your monthly rent under the TAA Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ **25.00** for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ **3.00** per month (not to exceed \$3) for processing and billing.

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

3. **Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$_____ (not to exceed \$3) if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

Signatures of All Residents

Signature of Owner or Owner's Representative

July 23, 2020

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...



TEXAS APARTMENT ASSOCIATION

M E M B E R

Mold Information and Prevention Addendum

Date of Lease: July 23, 2020

(when the Lease is filled out)

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.

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

That dwelling is: Unit # _____

at MGI-GFP Lantana Holdings LLC

(name of apartments)

or other dwelling located at _____

(street address of house, duplex, etc.)

City/State/Zip where dwelling is located: _____

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

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

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

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

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

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

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

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

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

Resident or Residents (all sign below)

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 _____

DocuSigned by:

Laura Olson

DD11697D954D488...

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

Lauren Braff

AB87A70B9D6F470...



LEASE ADDENDUM FOR ACCESS CONTROL DEVICES

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, Texas.

2. **Remote control/cards/code for gate access.**

- Remote control for gate access** Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ **75.00** non-refundable fee.
- Cards for gate access** Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ **75.00** non-refundable fee.
- Code for gate access** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. **Damaged, lost or unreturned remote controls, cards, key fobs or code changes.**

- If a remote control is lost, stolen or damaged, a \$ **75.00** fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ **75.00** deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ **75.00** fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ **75.00** deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.

5. **Follow written instructions.** You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. **Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. **Rules in using vehicle gates.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

Signatures of All Residents

Signature of Owner or Owner's Representative
July 23, 2020

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

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

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, Texas

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

- 2. **Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.
- 3. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 4. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
- 5. **Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
- 6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
- 7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.
- 8. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 41, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna, or related equipment. You will not be responsible for normal wear and tear
- 9. **Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 100000., which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.
- 10. **Security deposit.** Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$ 100.00 effective at time of installation or effective within 3 days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.
- 11. **When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
- 12. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Signatures of All Residents

Signature of Owner or Owner's Representative

July 23, 2020

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

LEASE ADDENDUM FOR ALLOCATING SERVICES AND GOVERNMENTAL FEES

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC**

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

2. **Reason for allocation.** Apartment owners receive bills for services provided to residents and charges for various governmental fees. These are direct costs that the apartment community incurs. In order to help control the cost of rent, we have chosen to allocate the services and governmental fees indicated below through an allocated bill using a standardized formula to distribute these costs fairly. While we may impose a nominal fee to help recover our costs in administering these bills, we do not add any other costs to these bills and make no profit off of them.

3. **Services and governmental fees allocated.** We will allocate the following services and governmental fees:

- | | |
|---|---|
| <input type="checkbox"/> Cable/satellite television | <input type="checkbox"/> Registration/license fee |
| <input checked="" type="checkbox"/> Stormwater/drainage | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Trash removal/recycling | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Street repair/maintenance fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Emergency services fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Conservation district fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Inspection fee | <input type="checkbox"/> Other _____ |

4. **Your payment due date.** Payment of your allocated services and governmental fee 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 \$_____ (not to exceed \$3) if we do not receive timely payment. If you are late in paying the services and governmental fee bill, we may cut off services, as allowed by law, and we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.

5. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for the services and governmental fees indicated above. Instead, you will be receiving a separate bill from us each month for these services and governmental fees. 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 indicated services and governmental fees 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*)

6. **Penalties and fees.** Only the total of the services and governmental fee bills will be allocated. Penalties or interest for any late payment of these bills by us will be paid for by us and will not be allocated. A nominal administrative fee of \$_____ per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

7. **Change of allocation formula.** The above allocation formula for determining your share of the services and governmental fee bills 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.

8. **Right to examine records.** You may examine our service and governmental fee bills from the companies and governmental entities and our calculations relating to the monthly allocation of these 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

July 23, 2020

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

LEASE ADDENDUM ADDRESSING CARRYING HANDGUNS ONSITE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, 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 get a license to carry a handgun in either a "concealed" or "open" fashion. However, we may restrict even licensed holders from carrying handguns on our property. If we provide notice of our policy restricting the carrying of handguns, and you do not comply, you will be in violation of the Lease and may be engaging in criminal trespass.
3. **Community handgun carry policy.** Unlicensed persons may not carry a handgun anywhere in the apartment community, other than to transport their handguns between their apartments and their vehicles as long as handguns are not in plain view. 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 license holders to transport their handguns 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 license holders to transport their handguns 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).
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 handguns 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 handguns and will follow them;
 - (c) you will inform all of your occupants or guests what the apartment community's policy or policies concerning handguns 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 handgun 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 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 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

July 23, 2020

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

**LEASE ADDENDUM REGARDING
MOVE-OUT NOTICE**

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC**

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

2. Replacement of Lease Contract language. The language of paragraph 36 of the TAA Lease Contract is entirely replaced by the language of this addendum.

3. Move-out notice. Before moving out, you must give our representative advance written move-out notice as provided below.

Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under the situations provided in paragraphs 2, 9, 17, 23 or 31. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions--even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of

intended move out, provided that all other requirements below are met.

- The move-out date in your notice *[check one]*:
 must be the last day of the month; or may be the exact day designated in your notice. *If neither is checked, the second applies.*
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- If we require you to give us more than 30 days written notice to move out before the end of the lease term, we will give you one written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. For month-to-month leases under such circumstances, you acknowledge that you must give us 30 days move-out notice, but we are not required to give you any additional advance reminder notices.

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

Resident or Residents
[All residents must sign here]

Laura Olson

Owner or Owner's Representative
[signs here]

Date of Lease Contract
July 23, 2020

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...



TEXAS APARTMENT ASSOCIATION

M E M B E R

Inventory and Condition Form

Resident's Name: Laura Olson Home #: () Work #: ()
 Resident's Name: _____ Home #: () Work #: ()
 Resident's Name: _____ Home #: () Work #: ()
 Resident's Name: _____ Home #: () Work #: ()
 Resident's Name: _____ Home #: () Work #: ()
 Resident's Name: _____ Home #: () Work #: ()

Apartment Community Name: MGI-GFP Lantana Holdings LLC
 or Street Address (if house, duplex, etc.): _____ Apt. #

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 _____

LO LS

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


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

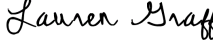
Resident or Resident's Agent: _____

Date of Signing: _____

Owner or Owner's Representative: _____

Date of Signing: _____

DocuSigned by:

 DD11697D954D488...

DocuSigned by:

 AB87A70B9D6F470...

LEASE ADDENDUM FOR ALLOCATING STORMWATER/DRAINAGE COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, 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 rent under the TAA Lease Contract does *not* include a charge for stormwater/drainage costs. Instead, you will be receiving a separate bill from us each month for stormwater/drainage. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to and we will allocate the monthly stormwater/drainage 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'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 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

July 23, 2020

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

LEASE ADDENDUM FOR AUTOMATED ELECTRONIC PAYMENT OF RENT AND CERTAIN OTHER ITEMS

- Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** in **Austin**, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
- Automated electronic payments.** "Automated electronic payments" include "Automated Clearing House" (ACH) and "Credit and Debit Card" (Card) transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. "Card" refers to credit and debit card transactions, including those cards bearing the Visa, MasterCard, Discover and American Express logos. Collectively "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.
- Advantages.** There are significant advantages for you in paying your rent via automated electronic payments. They include:
 - greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check;
 - no late charges since your rent will always be paid timely, assuming there are sufficient funds in your checking account;
 - greater security since there is no chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
 - proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.
- ACH payment authorization.** By initialing here _____ and executing this addendum, you are agreeing that your rent payment or other payments as authorized by you will be collected automatically each month via ACH by debiting (charging) your checking account electronically, in the case of your rent payment, on the same day of the month that your rent is due under your TAA Lease Contract, and in the case of other payments, on the date(s) you authorized by separate agreement.
- Card payment authorization.** By initialing here _____ and executing this addendum, you are agreeing that your rent payment or other payments as authorized by you will be collected automatically each month by charging your credit or debit card electronically, in the case of your rent payment, on the same day of the month that your rent is due under your TAA Lease Contract, and in the case of other payments, on the date(s) you authorized by separate agreement.
- Other non-rent items.** Payment to us for other amounts (such as NSF charges, damages, or charges related to unauthorized animals, etc.) may be mailed to us, deposited in our onsite drop box (if any), or delivered in person. Such other payments will not be processed by Card or ACH electronic transfer except with your approval given at the time of each payment.
- Your right to opt out.** You have the right at any time to give us written notice of your decision to revoke your authorization for the ACH or Card method of payment and to thereafter pay by regular check, certified check, or money order according to the TAA Lease Contract.
- Delinquency.** As long as your rent payments via ACH or Card are authorized and settled, you may continue ACH or Card payment of your rent and enjoy any special considerations specified in paragraph 11 of this addendum. If any ACH or Card rent payment does not clear, it will be treated as a default (just like an NSF check) under the TAA Lease Contract. We have the right at any time to require you to pay all future rent payments by regular check, certified check or money order, as per paragraph 6 of the TAA Lease Contract, in lieu of payment through ACH or Card.
- Multiple residents.** If there are two or more residents on the TAA Lease Contract and if we accept multiple checks, each of you authorize us to process your rent payment through ACH or Card as it becomes due, as follows:

Each resident's printed name	Each resident's portion of the total monthly rent payment
<u>Laura Olson</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Each co-resident of the unit must sign the attached form that authorizes automatic electronic payments through ACH or Card. This addendum does not alter the provisions in paragraph 29 of the TAA Lease Contract regarding joint and several liability if there are multiple residents.

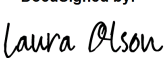
- ACH and Card rules.** We, as owners, agree to comply with all ACH and Card rules and operating regulations of the credit associations and networks.
- Special provisions.** _____

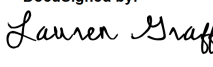
 Signatures of All Residents

 Signature of Owner or Owner's Representative

July 23, 2020

 Date of TAA Lease Contract

DocuSigned by:

 DD11697D954D488...

DocuSigned by:

 AB87A70B9D6F470...

**MORGAN
PEARL LANTANA
COMMUNITY RULES & REGULATIONS**

This agreement entered this 07/23/2020 by and between Pearl Lantana (referred to as "Owner" and Laura Olson (referred to as "Resident").

The purpose of the Community Rules & Regulations is to supplement the terms, Covenants and provisions of the Apartment Lease Agreement (the "lease") executed by Resident or the lease of apartment address 6401 Rialto Blvd [REDACTED] Austin TX 78735 in consideration of their mutual promises contained herein and in the lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and provisions of these Rules & Regulations. Owner may adopt new policies and rules or amendments to this document upon giving thirty (30) day notice in writing to Resident.

I. ACCESS REMOTE/ACCESS CARD/ACCESS KEY (if applicable)

- 1.) One (1) access remote/access card/access key per lease holder will be issued at move-in. The replacement cost for the access remote/access card/access key is \$75.00 each. Additional access remote/cards are not available for an additional fee of \$75.00 each. Some amenity areas, parking garage entrance and exit gates, building entrance and exits and pedestrian entrances may require an access remote/access card/access key to permit entry or may only require a code. Residents and guests must observe posted signs concerning entering and exiting all parking garages (if applicable). The Owners assume no liability for damage caused to vehicles by the automatic gates (if applicable).
- 2.) All guests must park in Visitor Parking.

II. ACCESS GATE (if applicable)

- 1.) Owner and Management does not promise, warrant, or guarantee the safety or security of resident or his/her personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings. Resident should contact an insurance agent to arrange appropriate fire and theft insurance for their vehicles and other personal property.
- 2.) No security system, courtesy patrol, or access gate can guarantee protection against crime. Access gates are frequently subject to mechanical malfunction, tampering, and damage and can be defeated or avoided.
- 3.) If access gates are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism or even be operational. Therefore, Management does not warrant that any access gates will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any access gates at any time; Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Management.
- 4.) I have read, understand and agree with the above notice. I have received no representations or warranties, either expressed or implied, as to any access gates, or guarantee that the apartment community was or will be free from crime. The responsibility for protecting me, my property, my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.
- 5.) I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that Management shall not be liable to me based upon any claim that security was not provided or access gates failed. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event any access gate is not functional or fails. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.

III. NOISE AND CONDUCT

- 1.) Resident's are asked to observe quiet hours from 10pm-8am. Noise of any kind, including but not limited to; loud voices, all musical instruments, television set, stereos, radios, etc., must be kept at a level that does not disturb your neighbors. Subwoofers and surround sound are often a problem in apartment homes. Should Management receive any complaint you will be asked to remove it. Non-compliance may result in non-renewal or eviction.
- 2.) Serious or repeated damage to your apartment or the common areas is a default for which your lease may be terminated.
- 3.) Smoking is not permitted in apartments. Resident understands and agrees that any damage caused by or related to cigarette, pipe, cigar smoking or any tobacco product shall not constitute ordinary wear and tear. Resident will be responsible for all damages and/or costs for the cleaning or repairing of any damages caused by or related to any tobacco product, including, but not limited to; deodorizing the apartment, sealing and painting walls and ceiling, and repairing or replacing the carpet and/or pad and other flooring.
- 4.) The property facilities are for the exclusive use of the resident and their guest(s). Guest(s) are limited to 2 per lease holder. Resident must accompany their guest(s) at all times. Residents will be given priority over guest(s) for the use of all facilities. Resident shall be responsible and liable for the conduct of his/her guest(s). Acts of guest(s) in violation of this agreement or these rules and regulations may be deemed by Owner to be a breach by resident.
- 5.) Resident agrees to abide by rules and regulations established for use of recreational, health and service facilities provided by Owner.
- 6.) Entrance, walks, lawns and other public areas shall not be obstructed. Recreational equipment and toys such as tricycles, skateboards, roller skates/blades, scooters, wagons, etc. will be of size and quantity to permit storage inside the apartment or on enclosed patios, if such is available. The use of these items will not be permitted on community streets, walkways or parking lots.
- 7.) Any persons under the age of 16 must be accompanied by a parent or guardian at all times and is not permitted to be in any of the common area facilities without supervision.
- 8.) Resident shall not display any signs or markings of any kind on apartment.
- 9.) Any disruptive behavior, including noise complaints, will result in action including temporary or permanent suspension of the use of the facilities, issuance of a Three-Day Notice to Comply or Quit, and/or eviction proceedings at the sole discretion of management.
- 10.) No yard, garage, tag, or rummage sales are permitted at any time or place in the community.
- 11.) Resident shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, occupants, guests, invitees, or directed at management, its agents, its employees or vendors.
- 12.) Residents shall not keep or feed stray domestic animals in their apartments or anywhere in the community and must immediately report all strays to management.
- 13.) Conducting any kind of business in the apartment or community (except Live/Work and Retail units subject to business permit restrictions) is prohibited except that business conducted in a home office by computer, mail, telephone, e-mail or fax is permissible if customers, clients, patient or other business invitees do not come to the apartment for business purposes.
- 14.) Hallways, entrances, breezeways, stairways, garages, or any other common areas shall not be obstructed in any way or used for any purpose except as access to and from apartments. Storage of any items in these areas may represent a fire or building code violation and is not permitted.
- 15.) All doors and gates must be closed and locked at all times. If you or your guests fail to protect the door and/or gate and its associated hardware during move in, move out or entry and exit onto the property, you will be subject to damage charges, a fine of T&M and a lease violation.
- 16.) Resident shall not leave bicycles, strollers, toys, wagons, shopping carts, old furniture, clothing, brooms, mops, garbage cans, wood, newspapers or any other items in hallways, entrances, breezeways, sidewalks, stairways, patios/balconies or other common areas even for short periods of time.
- 17.) Residents shall conduct themselves, family, guest(s) and other persons who are in or near the apartment with resident's consent to conduct themselves in a manner which will not 1) violate any Federal, State or local law, rule, regulation or authority. 2) Disturb, in management's sole judgment, the rights, comfort, privacy, or convenience of other residents in their apartments or of other persons in or near the apartment community; or 3) injure, in management's sole judgment, the reputation, safety or desirable social environment of the apartment community.
- 18.) Unless otherwise instructed by apartment rules or notices, in freezing weather (if applicable) resident shall, for 24 hours a day until such freezing weather ends do the following: 1) keep the apartment heated to at least 50 degrees; 2) keep all cabinets and closet doors open and 3) run a light stream of water out of all hot and cold water faucets.

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IV. CLEANLINESS AND TRASH

- 1.) Residents acknowledges receipt of the trash addendum (if applicable), which is hereby incorporated as part of the Lease. Resident further acknowledges that owner has reviewed all of the above provisions with the Resident and that Resident understands and agrees to abide by all such provisions. Resident further understands that failure to abide by said provisions shall constitute a material breach of the Lease, and may result in termination of the Resident's tenancy as provided in the lease and/or by law.
- 2.) Trash chutes/dumpster/trash compactors (if applicable) are located on the property. Trash is not to be left at entrances, hallways, patios, breezeways or common areas at any time. If you are found in violation of these criteria, you may be charged up to \$25.00 per bag for removal.
- 3.) The apartment must be kept clean, sanitary and free from objectionable odor. Resident must not affect the health or safety of an ordinary tenant and whose tenancy would constitute a direct threat to the health and safety of other individuals or whose tenancy would result in substantial physical damages to the property of others.
- 4.) No littering of papers, cigarette butts or any other trash is allowed around the apartment or in any common areas. No trash or other materials may be allowed to accumulate in or around apartment, or in any of the common areas, which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 5.) No goods or materials of any kind or description, which are combustible or would increase fire risk shall be taken or placed in or around the apartment, common area, HVAC/water heater closet, trash chute/dumpster/trash compactors or storage area (if applicable). Owner shall not be liable to Resident for any loss or damage to Resident's personal property as a result of any unauthorized placement or storage. Further, Resident shall be solely liable to any third parties, including but not limited to Owner, for any loss or damage to real or personal property belonging to third parties as a result of such unauthorized placement of storage.
- 6.) Resident shall not cause or permit the escape, disposal, or release of any biological chemical or other hazardous substance, or material on or in the apartment or apartment complex.
- 7.) Patios and balconies shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, boxes, mops, brooms, or other unsightly items shall be stored, hung, or draped on railings or other portions of the balcony or patio. Management has the right to refuse any belongings other than approved patio furniture and plants from all patios or balconies. Only Management approved door mats are allowed to be used at any and all door entrances. Any violations are subject to fine and management removal. No motorcycles or bicycles are allowed to be parked on patios.
- 8.) Moving boxes should not be left at entrances, hallways, patios, breezeways or common areas at any time. Boxes should be broken down before discarded into trash dumpsters or at other places designated by Management.
- 9.) Items too large for the trash chutes/compactors/dumpsters (if applicable) MAY NOT be left beside the trash chutes/compactors/dumpsters (if applicable). The resident should dispose of such items.
- 10.) All white blinds must remain on windows to present a uniform appearance. Drapes or shades installed by resident, when allowed, must be lined in white and present a uniform exterior appearance. No foil, flag, signs, exterior lights, markings, awnings or other projections shall be displayed or attached to the inside or outside of the building of which apartment is a part. Holiday decorations may be displayed, but must be removed within two weeks of the holiday.
- 11.) Recycling efforts are strongly encouraged of each resident to help in abiding with the City's Recycling Program.
- 12.) Valet Trash (if applicable) is provided for the residents from 6pm-8pm. Trash containers are provided and must be set outside your doors between Sunday-Thursday. All trash must be securely tied and in bags. Collection starts promptly at . Any containers that are not out during the posted collection times will not be picked up on that night. After collection, residents are required to bring containers inside by on the following morning. If container/trash is left out for any reason during non-designated times, you will be subject to a violation and a \$25 fine. Any container that is left outside before these hours will result in a \$25.00 fine. If the problem persists beyond the violation, the valet service will be terminated and disposing of trash will become the resident's responsibility. The replacement cost is \$25.00 for damaged or lost containers. Failure to pay the monthly trash service by the 3rd of the month can result in a 5% late fee. Failure to pay the monthly trash service and all accrued late payment charges for any two (2) consecutive months shall constitute a default under the Rental Agreement whereby the Owner may terminate the tenancy under the Rental Agreement.

V. RENT

- 1.) Rent is due on the first of every month. If the total monthly rent payment and charges is not received by the office by the 3rd of the month, you will be obligated to pay the late fee(s) per the lease agreement. Owner may terminate the lease if the resident is chronically late with rent payments. Chronically late payments are defined as paying rent after the due date on three or more occasions during occupancy. Personal checks will not be accepted after the 3rd of the month.
- 2.) All returned checks will be subject to a returned check fee of \$50.00 plus all accrued late fees. Payment for the NSF can only be accepted in certified funds. If management receives two returned checks during the lease term, all future payment must be made with certified funds.
- 3.) Cash is never accepted.

VI. PERSONAL SAFETY TIPS

- 1.) Security is the responsibility of each Resident and each guest. Owner and Owner's agents disclaim any implied or expressed warranties of security. Resident must take full responsibility of his/her own safety.
- 2.) Resident should ensure that all doors and windows are locked during resident's absence. Owner strongly urges resident to keep all doors and windows locked while resident is inside the apartment. Resident shall always call the local law enforcement agency whenever Resident is in need of security service; do not contact the management office. In the event of an emergency, call "911".
- 3.) Resident shall refrain from smoking in bed.
- 4.) Resident acknowledges that all smoke/carbon monoxide detectors are in good working order upon move in. Resident agrees that it is Tenant's duty to regularly test the smoke/carbon monoxide detectors and notify Owner in writing of any problems, malfunctions, defects or failure of the smoke/carbon monoxide detector. Resident is responsible to replace the smoke/carbon monoxide detector battery, if any, at anytime the existing battery becomes unserviceable. Tenant acknowledges and agrees to assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related the operation, malfunction, or failure of the smoke/carbon monoxide detector(s).
- 5.) Resident shall check door and window latches to be certain they are working properly and report any problems to management immediately for repair.
- 6.) If resident witnesses or suspects that a crime is occurring, resident must notify local law enforcement authorities.
- 7.) Lock out service is only provided during regular business hours at no charge. The property does not provide after hours lock out service. Residents are required to contact a locksmith for after hour lock out service. Proper photo identification will be required at the time of lock out. For your protection, no exceptions will be made.
- 8.) Lock changes are at the Resident's sole request for a charge of \$T&M per lock, (if applicable).

VII. MAINTENANCE, REPAIRS AND ALTERATIONS

- 1.) Owner has the right to enter an apartment for preventative maintenance with appropriate notice or emergency purposes without appropriate notice.
- 2.) Resident shall report any sagging, warping, leaking, cracking, staining, holes or water accumulation related to the ceiling or floor to the management immediately upon noticing.
- 3.) No nails, screws, or adhesive hangers, except standard picture hooks, shade bracket and curtain rod brackets may be placed in walls, woodwork, or any part of apartment. No drilling or installing hooks, nails or other hardware in the ceiling. Resident is responsible for the removal of all nails and patching of any holes prior to vacating the apartment.
- 4.) Resident shall make no alterations or improvements to the exterior or interior of the apartment without the written permission of the Owner.
- 5.) Resident shall not allow any hair, thread, strings, rags, sanitary napkins or rubbish of any kind to enter drainage or waste pipes of the apartment. Any damage caused by the entry of one or more of such items into the drainage or waste pipes of the unit shall be resident's responsibility.
- 6.) Resident is prohibited from adding, changing or in any way altering the locks and latches in the apartment without written permission from the Owner.

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- 7.) Resident agrees to inspect and test all door and window locks and latches in the apartment during lease and shall immediately notify management in writing if any lock or latch fails to operate properly, if there is any change in the condition of any lock or latch, or in need of additional locks.
- 8.) Resident is responsible for properly maintaining the appliances in the apartment and using the appropriate cleaning products to maintain the quality of the appliances and countertops.
- 9.) Defacing or altering of the buildings, sidewalks, driveways, landscaping, etc., will be cause for immediate eviction.
- 10.) After office hours, maintenance is on call for emergencies only.
- 11.) Owner will furnish operable light bulbs in fixtures and batteries in smoke/carbon monoxide detectors at the time the Resident takes possession of the unit. During residency, the Owner shall be responsible to replace appliance bulbs only. All light bulb purchases shall not exceed the manufacturer's suggested wattage rating for the fixture. At the time of move out, all missing or inoperable bulbs will be charged at time plus materials as defined on the Cleaning/Charge Addendum.

VIII. PETS

- 1.) Resident acknowledges receipt of the Animal Addendum, which is hereby incorporated as part of the Lease. Resident further acknowledges that Owner has reviewed all of the above provisions with the Resident and that Resident understands and agrees to abide by all such provisions. Resident further understands that failure to abide by said provisions shall constitute a material breach in the Lease, and may result in termination of Resident's tenancy as provided in the Lease and/or law.
- 2.) At maturity, the pet's weight may not exceed N/A lbs. with restrictions on all aggressive breeds including, but not limited to the following breeds: Pit Bulls; German Shepherds; Rottweiler's; Staffordshire Terriers; American Bull Dogs; Dobermans; Wolf Mixes; Chows; Akitas and any mixes thereof. No pets under 1 year of age will be permitted. Proof of age is required.
- 3.) Resident must pay an additional security deposit of \$ of which \$300 is non-refundable. Each additional pet requires an additional security deposit of \$ and \$300 is non-refundable. The cost of any necessary repairs due to pet damage will be deducted from the deposit. Cost exceeding the deposit amount will be billed to the resident. A pet rent of \$20.00 per pet will be charged each month.
- 4.) No more than 2 pets allowed per apartment are permitted.
- 5.) Pets are never allowed to be tied up outside the apartment (i.e. balconies, patios, hallways, common areas, clubhouse, etc.) ALL PETS MUST BE ON A LEASH WHEN THEY ARE OUTSIDE. Pets are never allowed in the pool or clubhouse areas.
- 6.) As a courtesy to other residents, pets are to be walked on the outer perimeters of the property or in pet designated areas. You are responsible for picking up after your pets. Pet stations are provided throughout the property for your convenience. If you fail to pick up after your pet, you are subject to a \$300.00 fine.
- 7.) All residents must register their pet(s) and obtain management's permission, pay applicable deposits and pet fee/rents, sign an animal agreement and provide management with a pet photo and applicable certification of your pet(s) licensing and/or health prior to the pet(s) occupying the premises. Any unauthorized pets will subject the resident to rental penalties and/or eviction. Even a "visiting" pet, when allowed, must have management's prior written approval and is subject to a pay a Pet Deposit/Fee.
- 8.) Resident represents that the pet is a domesticated dog, cat or bird and is not vicious and of aggressive breed, and has not bitten, attacked, harmed or menaced anyone in the past.
- 9.) Resident is responsible for pet(s) at all times including but not limited to excessive barking or other noise caused by pet(s).
- 10.) Bark Park (if applicable) is for the enjoyment and courtesy of our pets/animals only. To enter Bark Park, a code may be necessary, given by Management and subject to change with appropriate notice. All rules and regulations concerning animal conduct are presented in the Animal Addendum. Use Bark Park at your own risk.

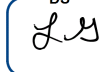
IX. PARKING/TRAFFIC RULES

- 1.) All vehicles, including motorcycles must be parked in the parking spaces provided. Vehicles parked in driving lanes, along painted curbs, along sidewalks, blocking other vehicles or any other place not designated for parking may be towed immediately, without further notice, at the vehicle owner's expense. Vehicles may not make excessive noise. Determination of "excessive" is left entirely to the sole discretion of management.
- 1.) Residents and guests may not store and/or park any trailer, mobile home, camper, camper cab, boat, or any other recreational item or vehicle, commercial or public vehicle, mini-bike, go cart, or off-road vehicle on the premises.
- 2.) Vehicles may not be washed or repaired on the property unless specifically allowed in a designated area. This includes changing oil, adjusting the brakes, and installing stereos or any minor repairs. Any leaks of oil, transmission fluid, etc. must be cleaned up by the owner to prevent damage to pavement. If management has to clean up any such spills, the car's owner will be charged accordingly.
- 3.) Car/Vehicle covers are prohibited.
- 4.) No junk cars, unlicensed or inoperative vehicles are permitted on the property.
- 5.) The speed limit throughout the community is 10 mph. All city traffic laws will apply. Failure to observe speed limit and/or endangerment to pedestrians, animals or cars may result in immediate eviction.
- 6.) In addition to the foregoing, Owner reserves the right to tow any vehicle in accordance to state statutes.
- 7.) Roller-skates/blades, skateboards, bicycles, etc. are not allowed in the parking lot area.
- 8.) Owner may impose additional parking regulations, including limiting the number of vehicles that you or your guests may park on the premises; requiring the use of tags on vehicles, and/or assigning parking spaces.
- 9.) All vehicles parked in parking garage/carport/reserved spaces (if applicable) must have a valid parking decal/tag visible in the front window and be registered with Management. Depending on the property, unpermitted vehicles may be permitted in specific locations within the parking garage or property as defined in the Parking Addendum. All other vehicles are subject to tow without notice at owner's expense. Registration of all Visitors and Resident vehicles may be required.
- 10.) Management will charge \$25.00 for replacement of each parking decal/tag (if applicable). Parking decals not returned at move out will also be subject to a replacement charge.
- 11.) Vehicles that are not attended to when an alarm is sounding off with-in one hour are subject to be towed at owner's expense.
- 12.) All guests must park in the designated guest/visitor parking areas.
- 13.) Parking in "Reserved" spaces designated for the Leasing Center and for Retail customers during office hours are prohibited and subject to tow (if applicable).

X. COMMUNITY FACILITIES

- 1.) General
 - A. Smoking, confetti, candles, alcoholic beverages, pets and any disturbing behavior are not permitted in the community facilities.
 - B. Guest and persons under the age of 16 must be accompanied by an adult resident at all times.
 - C. Shirts and shoes must be worn in the clubhouse, leasing office and all indoor amenity areas. Sitting on furniture wearing a wet swimsuit or suntan oil is prohibited.
 - D. Guest(s) must be accompanied by Resident at all times.
 - E. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event an amenity is not functional, is altered, or unavailable. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.
 - F. Management reserves the right to reduce, modify or eliminate any access to amenities at any time. Furthermore, Management reserves the right to alter this policy and the amenities at any time. Resident(s) agrees that such action shall not be a breach of any obligation or warranty on the part of Management.
- 2.) Media Room and/or Movie Theater (if applicable)
 - A. Based on the property, these rooms may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$N/A and \$N/A deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
 - B. These room hours are N/A.
 - C. Based on the property, these rooms cannot be reserved on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
 - D. Red liquids are not permitted in these areas at any time.

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- E. These rooms may be open during office hours or may require reservations be made through the office during office hours.
- 3.) Conference Room (if applicable)
- The Conference Room may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$N/A and \$N/A deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
 - The Conference Room hours are N/A.
 - The Conference Room cannot be reserved on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
 - The Conference Room may permit access during business hours or may require reservations be made through the office during office hours.
- 4.) Business Center, E Lounge, Internet Cafe and/or Internet Lounge (if applicable)
- Resident(s) agree to use the business center at Resident(s) sole risk and according to the Community Rules.
 - The hours for these locations are posted at each location.
 - The coffee bar (if applicable) is available during the posted hours only.
 - Resident(s) may receive and send outgoing faxes from the fax machine (if applicable). Outgoing long distance faxes will require a calling card number. Faxes sent from Management's fax machine are subject to a charge per page (posted).
 - Owner is not responsible for data, files, programs or any other information lost or damaged on the Business Center computers or in the Business Center for any reason.
 - No software may be loaded on the Business Center computers without the prior written approval of Management.
 - No inappropriate, offensive or pornographic images or files (in the sole judgment of the Owner) will be viewed or loaded onto the Business Center computers at any time.
 - Resident(s) will limit time on the computers to 30 minutes if others are waiting to use them.
 - Red liquids are not permitted in these areas at any time.
 - If reservations are permitted in these locations, the reservation must be made through the office during office hours.
- 5.) Game Room, Sports Lounge, Community Lounge and Club Rooms (if applicable)
- Based on the property, these areas may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$100.00 and \$500.00 deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
 - These room hours are posted.
 - Based on the property, these rooms cannot be reserved (if applicable) on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
 - Red liquids are not permitted in these areas at any time.
 - These rooms may be open during office hours or may/may not require reservations be made through the office during office hours.
- 6.) Fitness Center, Health Club, The Spa and Sports Court (if applicable)
- To access the fitness facility or sport court, an access remote/card/code may be necessary.
 - The fitness facility hours are 24 hours.
 - Resident(s) must accompany guests (if permitted) and no glass, smoking, alcoholic beverages and pets are permitted in the fitness facility.
 - Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous. Further, users assume responsibility for any damage to, or loss of equipment while in their possession.
 - Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
 - Resident(s) shall consult a physician before using any equipment in the fitness facility and before participating in any aerobics or exercise classes (if applicable), and will refrain from such use or participation unless approved by Resident's physician.
 - Resident(s) will keep the fitness facility locked at all times during Resident's visit to the fitness facility.
 - Appropriate clothing is to be worn at all times.
 - Persons under the age of 16 must be accompanied by an adult.
 - Resident(s) and guests will adhere to the rules and regulations posted in the fitness facility and Management policies.
 - All fitness equipment/towels are to remain in the fitness facility and not to be removed at any time.
 - The fitness facility is not supervised. Resident(s) are solely responsible for their own appropriate use of the equipment. Management cannot be responsible for the safety of residents and their guest(s). Exercise at your own risk.
 - The Sports Court may require reservations be made through the office during office hours (if applicable). The hours are N/A.
- 7.) Tennis Court (if applicable)
- The hours are N/A.
 - Proper attire is required. Shoes without rubber soles are prohibited.
 - Owner's and their representatives are not liable for any illnesses or injuries resulting from use of said equipment.
 - No skateboarding, bicycles or rollerblading is allowed on the court.
- 8.) Volleyball Court and/or Basketball (if applicable)
- The hours are N/A.
 - Proper attire is required.
 - No loud stereos or radios allowed.
- 9.) Bark Park (if applicable)
- Bark Park is for the private enjoyment of the pets/animals registered with Management only.
 - The hours are 24 hours.
 - To enter Bark Park a code may be necessary, given by Management and subject to change with appropriate written notice.
 - Resident(s) and pets/animals will adhere to the rules and regulations posted at Bark Park and on the Animal Addendum.
 - Pets/animals must be leashed, wearing a license and in your custody at all times.
 - Pets/animals must be current on all vaccinations and be free of contagious disease and/or parasites.
 - Please dispose of your pets/animals waste in the provided pet waste receptacles.
 - Dogs in heat are prohibited from Bark Park.
 - Use Bark Park at yours and your pet/animals own risk.

XI. POOL AND SPA

- Pool/Spa hours are posted at the pool.
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- To enter the pool area, a code, key, fob or card may be necessary. Management reserves the right to change the code or access permissions with proper notice.
- Management reserves the right to require and check wristbands, pool permits, fobs and/or government identification in order to authorize access or allow you and your guest(s) to occupy the Pool/Spa area. You are subject to a replacement cost of \$N/A per wristband/pool permit in the event of damage or loss.
- Persons under the age of 16 must be accompanied by an adult.

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- 6.) The pool is reserved exclusively for the use of Residents. Guests must be accompanied by Resident. No more than 2 guest(s) should be invited per leaseholder.
- 7.) No glass, pets, smoking or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- 8.) No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash and keeping pool gates closed.
- 9.) No toys, large inflatable or their objects will be allowed in pool.
- 10.) No lifeguard will be on duty unless by local ordinances. Owner assumes no responsibility for accident or injury, and is not responsible for articles lost, damaged or stolen. Residents and their guests must abide by all rules posted in or around the pool area and should observe any warning signs placed in or around the pool area. Residents should not swim alone.
- 11.) Proper swimming attire is required at all times. No thongs, t-backs or cut offs are allowed.
- 12.) Persons are not allowed in the pool or spa with diapers. No diaper changing will be allowed in the area surrounding the pool and spa.
- 13.) The pool and spa are not allowed for private parties. A fine and violation may apply.
- 14.) Do not soak in the spa for more than 15 minutes in one sitting. Persons using the pool and spa do so at their own risk.
- 15.) Resident must notify Owner any time there is a problem or safety hazard at the pool.

XII. FIRE HAZARDS

- 1.) Residents and guests will adhere to the community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- 2.) No person shall knowingly maintain a fire hazard.
- 3.) Resident(s) under the age of 16 must be accompanied by an adult at all times. No one under the age of eighteen (18) may operate the BBQ/Fireplace/Fire Pit at any time.
- 4.) This community does not permit gas grills on the patios/balconies. Gas Grills, gas BBQ's and any other outdoor cooking or open flame devices will be placed a minimum of N/A feet from any building. No charcoal BBQ's are permitted. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- 5.) Only firewood is permitted in wood burning fireplaces/fire pits. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold. No wood is permitted in gas fireplaces/fire pits.
- 6.) Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- 7.) No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- 8.) Resident(s) are solely responsible for fines and penalties caused by their actions in violation of local fire protection code.
- 9.) Resident(s) and their guests shall not use the HVAC closet (i.e. air conditioning handler unit) and/or water heater closet as storage. The air conditioning handler unit closet door must be kept free of any blockage that would not allow proper air flow and therefore impede the normal function of the air handler. Any damage to the air handler that may occur as a result of improper usage of this closet or the storage of items in the air conditioning handler closet will be considered a lease violation. Residents will be responsible for any damages and/or repair costs associated with the use of this closet for improper storage and the items contained within.
- 10.) Resident acknowledges that a Fire Extinguisher has been provided in the unit showing a charge and a minimum rating of 1-A, 10-B: C (if applicable) or has been notified of the location of the nearest fire extinguisher in the building (if applicable). Owner neither makes, adopts nor assigns any warranty of any nature regarding the Extinguisher and expressly disclaims all warranties of fitness for a particular purpose, merchantability or habitability or any and all other expressed or implied warranties. Resident acknowledges that the Owner is not liable for damage or loss to any person or property caused by: Residents failure to inspect or maintain the Extinguisher applicable by law, residents failure to notify the Owner or Owner's failure to cure any problem, defect malfunction or failure of the Extinguisher, unless otherwise required by law and theft of the Extinguisher. Resident will comply with all standards applicable to the location and placement of the Extinguisher in the unit including the standard adopted by the Local Fire Dept. stating that the Extinguisher should be at the kitchen entryway, accessible and no closer than five feet from the cooking appliance and the resident knows how to use the Extinguisher in case of a fire and will comply with all manufacturers operating standards, guidelines and instructions with respect to the use, maintenance and operation of the Extinguisher. Tenant acknowledges and agrees to assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction, or failure of the Extinguisher including replacement. In the event that Resident has any concerns or questions regarding fire safety, Resident agrees to call the local fire dept to ask the appropriate questions. In the event of an emergency, Resident agrees to call "911".

XIII. MISCELLANEOUS

- 1.) Insurance coverage maintained by Owner does not protect residents from loss of personal property by theft, fire water damage, etc. Each resident is required to obtain renter's insurance protecting his personal property and provide proof of coverage with a minimum coverage of \$100,000 Personal Liability Insurance. Resident is urged to mark all valuables with identifying numbers or symbols.
- 2.) If someone is to enter Resident's apartment during Resident's absence, resident must give Owner permission in writing to release a key.
- 3.) If Resident desires to transfer from one apartment to another during their tenancy, the resident must follow terms and conditions listed in the Transfer Agreement.
- 4.) Resident shall notify management in writing of any anticipated extended absence from the premises in excess of seven (7) days no later than the first day of the extended absence
- 5.) Smoking is prohibited in elevator(s) and all common areas.
- 6.) All residents with bistro sets and their balconies will assume liability and responsibility for any damages to, or loss of the property while in your possession.
- 7.) Water Beds and other water furniture are not permitted without prior written permission of the Owner.
- 8.) You must complete a satellite addendum and abide by its terms prior to installation or use. It is not permitted on any parking area, roof, exterior wall or building, window, windowsill, fence or common area. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 9.) Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Resident's apartment several times a year and as needed to prevent insect infestation. Owner will notify Resident's in advance of extermination in Resident's apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Resident will be responsible to prepare the apartment for extermination in accordance with the Owner's instruction. Residents must request extermination treatments in addition to those regularly provided by the Owner in writing. Residents agree to perform the tasks required by Owner, per the instruction, on the day of the interior extermination to ensure the safety and effectiveness of the extermination. The buildings and common areas are serviced on a rotating schedule.

XIV. Photographs, Digital Images, Video

Residents agrees to allow owner, management and their respective subsidiaries, media contacts, associated press, and vendors the right to record the image and/or voice or the resident, and grants owner and management all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever unless prohibited by law. You hereby release owner, management and their respective subsidiaries, media contacts, associated press and vendors all rights to exhibit this work in all media including and not limited to electronic from publicly or privately. You waive any rights, claims or interest you may have to control the use of your or your occupants', guests' or invitees' identity or likeness in the sound, still or moving images and agree that any still described herein may be made without compensation or consideration to you, your occupants, guests or invitees.

XV. Group E-Mail and Text Communication

In the event you provided an email address or cell phone number to us, we may send important announcements via e-mail and/or text such as an emergency water shut off, change in office hours, etc. In addition, you may receive other promotional community messages, such as resident satisfaction surveys, surveys, resident referral messages, and various resident service reminders from our team via text or email. If you do not want to be included in group messages via e-mail or text, you may opt out of receiving future group correspondence in this manner.

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XVI. Automate Electronic Payment

In the event your community uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day. Automated electronic payments include ACH transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System. There are advantages for you in paying your rent via automated electronic payments, including:

- Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check;
- No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account;
- Greater security since there is little or no chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
- Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

Electronic check conversion is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at the time you make a purchase. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

XVII. Short-Term or Vacation Rental Service

The use of short-term or vacation rental service or any other similar short-term service shall be strictly prohibited, and shall be a material violation of the terms of the lease. All occupants must be named on the lease; as well, all persons over the age of 18 who occupy the apartment for any length of time must be screened and approved by the management. Authorized guests shall be exempt from the screening and occupant naming requirements, but no person in any short-term/vacation rental shall be deemed to be an authorized guest.

I/We the undersigned have read understand and will comply with all of the Rules and Regulations listed above. I/We further understand that failure to comply with these Rules and Regulations may result in temporary or permanent suspension of use of facilities, issuance of a Three Day Notice to Quit or Comply, or eviction at the sole discretion of Management.

THIS IS A BINDING LEGAL DOCUMENT, READ ENTIRE CONTRACT AND ANY ADDENDUMS BEFORE SIGNING.

Resident(s):
(All Residents must sign)

_____	_____
_____	_____
_____	_____

Owner or Owner's Representative:

Owner's Representative

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

**MORGAN
PEARL LANTANA
CLEANING/REPAIR/REPLACEMENT CHARGE LIST ADDENDUM TO RENTAL AGREEMENT**

Property: Pearl Lantana Resident(s): Laura Olson Apt. # [REDACTED]

This document is incorporated into and shall become part of the Rental Agreement between the above Community and Resident dated 07/23/2020

Normal Charges. We do not consider general cleaning of any kind to be a condition of normal wear and tear. Listed below are the specific cleaning, repair, and replacement charges if done by Management.

CLEANING (minimum charges for each if applicable):

Oven:	\$ 25.00	Commode:	\$ 10.00
Range Hood:	\$ 10.00	Switch Plates:	\$ 2.00
Vent Hood:	\$ 10.00	Windows/Sills:	\$ 5.00
Refrigerator:	\$ 10.00	Blinds:	\$ 7.50
Kitchen Floor:	\$ 15.00	Patio Door:	\$ 10.00
Kitchen Counters:	\$ 10.00	Balcony:	\$ 10.00
Kitchen Cabinets:	\$ 20.00	Storage/Utility:	\$ 10.00
Kitchen Cabinets (Face):	\$ 5.00	Computer Desk:	\$ 10.00
Kitchen Drawers:	\$ 5.00	Bookshelves:	\$ 10.00
Kitchen Sink:	\$ 5.00	Vacuum Carpet:	\$ 20.00
Dishwasher:	\$ 10.00	Fireplace (if applicable):	\$ 15.00
Light Fixture:	\$ 2.00	Washer/Dryer:	\$ 7.50
Bath Tub:	\$ 15.00	Vents:	\$ 3.00
Shower/Tile:	\$ 15.00	All Fixtures:	\$ 4.00
Bathroom Sink:	\$ 5.00	Ceiling Fan:	\$ 10.00
Bathroom Floor:	\$ 10.00	Tile Entry:	\$ 15.00
Bath Counters:	\$ 10.00	Cleanout Garage:	\$ 50.00
Bath Cabinets:	\$ 10.00	Ozone Treatment:	T&M
Bath Mirror:	\$ 5.00	Pet Treatment	\$ T&M
Microwave:	\$ 10.00		

REPLACEMENT (flat charges for each if applicable):

Oven Rack:	\$ 20.00	Peep Hole:	\$ 10.00
Burner Coils:	\$ 20.00	Light Fixture	\$ T&M
Drip Pan:	\$ 5.00	Exterior/Interior Door:	\$ T&M
Control Knobs:	\$ 5.00	Patio Door:	\$ T&M
Sink Strainer	\$ 2.50	Screens:	\$ T&M
Grbg Disposal Cover:	\$ 2.50	Window Covering:	\$ T&M
Towel Bar:	\$ T&M	Mailbox Keys:	\$ 25.00
Shower Rod:	\$ 15.00	Door Keys: (per door)	\$ 50.00
Toilet Seat:	\$ 25.00	Vinyl/Linoleum Flooring:	\$ T&M
Smoke Alarm:	\$ 20.00	Garage Door Opener:	\$ 75.00
Outlet Plate:	\$ 3.00	Carport Tag:	\$ 25.00
Switch Plates:	\$ 3.00	Gate Remote:	\$ 75.00
Carpet Replacement:	\$ T&M	Key Fob/Access Device:	\$ 75.00
Broiler Pan/Rack (if applicable):	\$ 25.00	Appliance:	\$ T&M
Fire Extinguisher:	\$ T&M	Valet Trash Can	\$ T&M

GENERAL LABOR (per hour if applicable):

Trash Removal (per bag):	\$ 25.00	Remove Wallpaper:	\$ T&M
Furniture Removal:	\$ T&M	Repair Holes	\$ T&M
Additional Cleaning:	\$ T&M	Countertop Repair:	\$ T&M
General Repair:	\$ T&M	Vinyl/Linoleum Repair:	\$ T&M
Carpet Repair:	\$ T&M	Porcelain Repair:	\$ T&M
Sheetrock Repair:	\$ T&M	Tub Repair:	\$ T&M
Paint Color Change	\$ T&M	Photo Documentation:	\$ T&M
Satellite Dish Removal:	\$ T&M	(if applicable)	

Nothing herein shall be construed as a limitation upon the Management or Agent's right to pursue cause for damages not specifically listed herein. Any other damages or repair will be done on "Time and Materials."

Executed on 07/23/2020

Resident(s) by:
(All Residents must sign)
Laura Olson
Laura Olson

7/23/2020

Date

Date

Date

Date

Date

Date

Date

Owner's Representative:

Date

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

**MORGAN
PEARL LANTANA
FITNESS CENTER AND SPORT COURT ADDENDUM**

This Addendum ("Addendum") dated 07/23/2020 is made a part of the Rental Agreement ("Lease") dated 08/01/2020 between PEARL LANTANA Apartments "Owner/Agent" and Laura Olson "Resident regarding the premises located [REDACTED] ("the Unit")

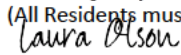
The undersigned hereby requests permission to utilize the athletic and exercise facilities and equipment (the "Facilities") provided by Morgan Group Property Management, LLC for (the "Apartment Complex"). I have inspected the Facilities and am aware that use of the Facilities involves certain risks of injury. In consideration of the permission granted to me to use the Facilities, I assume the risk of any and all accidents, illnesses and injuries of any kind, including death, which may be sustained by me by reason of or in connection with my attendance at or use of the facilities. In addition, I agree that none of the Apartment Complex or any of its owners, owners' successors or assigns, officers, agents representatives or employees shall be liable or responsible for or on account of any such accident, illness, injury or death regardless of whether caused by the negligence, wrongful acts, omissions or breach of warranty of any of them regardless of whether strict liability would otherwise be applicable, and I release, discharge and absolve the Apartment Complex and its owners, owner's successors and assigns, officers, agents, representatives and employees from any and all liability and responsibility for or on account of any such accident, illness, injury or death.

I hereby covenant and agree to indemnify and hold harmless the Apartment Complex, its owners, owner's successors and assigns, officer's agents, representatives and employees from any and all losses, costs, claims, damages, injuries or liabilities, whatsoever, whether or not based on negligence, wrongful acts, omissions, breach of warranty or strict liability, arising out of or in any way connected with my use of the Facilities. I do hereby state and represent that under no circumstances will I take or allow or cause any action whatsoever against the owners, owner's successors and assigns, officers agents, representatives, employees or operators of the Facilities to recover money damages or other compensation or obtain any other remedy resulting from my use of the Facilities of the Apartment Complex. I agree to abide by all rules and regulations governing the use of the Facilities and all directories of the Apartment Complex staff.

I expressly state that I have read, understand and am familiar with this document and all its provisions and that I have full knowledge of the nature and extent of the risks incident to an inherent in my use of the Facilities. I hereby voluntarily and knowingly assume those risks and I understand that I will be solely responsible for any injury, loss or damage, including death, which I may sustain while using the Facilities and that by this release, I relieve the Apartment Complex and its owners, owner's successors and assigns, officer's agents, representatives and employees from any and all liability for such injury, loss, damage or death. I expressly state that I am in good health and that I have no physical limitations which would preclude my safe use of the Facilities. I am at least 18 years of age and otherwise legally competent to sign this release. This release shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. I understand that by signing this release, I give up any right to bring a court action to recover compensation or obtain any other remedy for any injury to myself or my property, or for my death, however caused, arising out of my use, now or in the future, of the Facilities of the Apartment Complex or while participation in any event, lesson or **I HAVE READ AND UNDERSTAND THIS RELEASE AND THAT I DO ADOPT IT IN ITS ENTIRETY.**

Executed on: 07/23/2020

Resident(s): <small>DocuSigned by:</small> (All Residents must sign)  <small>DD11897D954D488...</small> Laura Olson	<u>7/23/2020</u> Date	_____ Date	_____ Date
_____ Date	_____ Date	_____ Date	_____ Date
_____ Date	_____ Date	_____ Date	_____ Date
Owner's Representative _____ Date	_____ Date	_____ Date	_____ Date

**MORGAN
PEARL LANTANA
RESIDENT SERVICE RELEASE OF LIABILITY ADDENDUM**

For and in the consideration of **Pearl Lantana** ("Owner") offering a convenience to the Residents of Apartment No. [REDACTED] hereby Resident Services (if applicable), including but not limited to Dry Cleaning Services, Pest Control and Wi-Fi Services are provided to the Residents, the Undersigned agrees to the following:

- 1.) Neither Owner, Owner's managing agent ("Manager") nor their respective agents, contractors or employees are responsible or liable for any loss, damage or injury that Resident might sustain as a result of any Resident Services provided to Resident by Owner, Manager, their respective agents, contractors or employees. Resident agrees that Resident on behalf of Resident or Resident's family, guests or other occupants, shall never make demand upon, look to, institute or prosecute suit against Owner, Manager, or any of their respective agents, contractors, employees representative, their heirs, successors or assigns, for damages, costs, loss of personal property, damage or personal injury as a result of or arising out of any Resident Services provided by Owner, Manager, their respective agents, contractors or employees.
- 2.) Resident hereby releases, indemnifies and holds harmless Owner, Manager and their respective agents, contractors, and employees from and against any and all claims, causes of action, demands, costs or expenses, including court costs and attorney fees, arising out of or in any way related to any and all Resident Services provided to Resident to by owner, Manager and their respective agents, contractors and employees at **Pearl Lantana**.
- 3.) In the event that the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control.

Executed on: 07/23/2020

Resident(s):
DocuSigned by:
 (All Residents must sign)
Laura Olson
DD11897D964D488...
 Laura Olson

7/23/2020

Date

Date

Date

Date

Date

Date

Date

Owner's Representative:

Date

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

**MORGAN
PEARL LANTANA
ELECTRONIC PACKAGE DELIVERY ADDENDUM**


This Electronic Package Delivery Addendum is attached to and becomes a part of the Lease Contract for Apt. No. [REDACTED] in the Pearl Lantana Apartments located at 6401 Rialto Blvd in Austin, TX (“Apartments”).

Whereas, the Apartments do not accept packages and deliveries on your behalf, or on behalf of any other Resident;

Whereas, the Apartments offer electronic package delivery service through a third-party vendor, Parcel Pending, LLC (“Parcel Pending”), and Resident has elected to utilize the electronic package delivery service offered by Parcel Pending to receive its packages and deliveries at the Apartments and further agrees to the following:

1. Resident acknowledges that the Apartments do not, and will not accept, packages or deliveries by or on behalf of Resident, or on behalf of any other occupant, family, guest or invitee of Resident. Resident agrees to notify all of its occupants, family, guests and invitees that the Apartments do not, and will not accept, packages or deliveries by or on behalf of Resident, or on behalf of any other occupant, family, guest or invitee of Resident.
2. Resident agrees to sign-up and register with Parcel Pending at www.myparcelpending.com and pay all fees associated with same to receive packages and deliveries at the Apartments solely through Parcel Pending’s lockers located at the Apartments. All packages will be delivered to the Parcel Pending lockers located at the Apartments. Oversized packages, as determined by Parcel Pending, will be returned to the courier hub. Resident agrees to assume all risks of loss, delay and damage and maintain the appropriate levels of insurance in the event that Resident has any packages delivered to the Parcel Pending lockers.
3. Resident acknowledges that the Apartments have no control over Parcel Pending, its website or the processing of any orders, shipments, packages or deliveries through Parcel Pending. Resident further acknowledges that the Apartments have no control over the Parcel Pending lockers located at the Apartments. The Parcel Pending lockers are controlled solely by Parcel Pending and the Apartments cannot grant access to the lockers, cannot provide codes to access the lockers or provide any way of accessing any items contained within the lockers. **Access to the lockers can only be acquired through Parcel Pending.** Further, should Parcel Pending’s website fail, or the code that is provided to you by Parcel Pending not work, you acknowledge and that the Apartments have no way of providing you with any access codes and you agree to look solely to Parcel Pending to resolve the issue and provide you with a working code.

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**MORGAN
PEARL LANTANA
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

4. Resident is solely responsible for picking up any packages delivered to the Apartments and may be subject to pay storage fees, as required by Parcel Pending, if packages are held in the Parcel Pending lockers beyond the allowable time frame per the terms of the agreement with Parcel Pending. Should Resident incur additional fees with Parcel Pending, Resident acknowledges and understands that the Apartments have no way of reducing, waiving or altering the fees assessed by Parcel Pending. Further, Resident acknowledges and understands that the only way to access the lockers is to pay Parcel Pending directly for any and all fees, costs and expenses it alleges are due and owing.

5. RESIDENT, ITS OCCUPANTS, FAMILY, GUESTS AND INVITEES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE APARTMENTS, THE APARTMENTS' OWNER, THE MANAGING AGENT AND ENTITY FOR THE APARTMENTS AND THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, RELATED ENTITIES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEBTS, DEMANDS, ACTIONS, CAUSES OF ACTION (AT LAW OR IN EQUITY), LAWSUITS, DELAYS, DAMAGES, INJURIES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURIES, DAMAGES, ATTORNEY'S FEES, COSTS, DELAYS, LOST WAGES, PAIN AND SUFFERING, MEDICAL EXPENSES, POSSIBLE FUTURE MEDICAL EXPENSES, OR OTHER EQUITABLE OR COMMON LAW RELIEF FOR ANY CAUSES OF ACTION, OBLIGATIONS, CONTRACTS, TORTS, OR SUIT, OF WHATEVER CHARACTER, FIXED OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED, ARISING OUT OF OR IN ANY WAY RELATING TO THIS ELECTRONIC PACKAGE DELIVERY ADDENDUM, THE SERVICES PROVIDED BY PARCEL PENDING, THE RESIDENT'S AGREEMENT WITH PARCEL PENDING, THE PARCEL PENDING LOCKERS LOCATED AT THE APARTMENTS OR THE FAILURE OF RESIDENT TO RECEIVE ANY PACKAGE OR DELIVERY SENT TO THE APARTMENTS OR THE PARCEL PENDING LOCKERS AT THE APARTMENTS, REGARDLESS OF WHETHER IT IS ALLEGED OR PROVEN THAT SUCH CLAIMS, CAUSES OF ACTION, DEMANDS, COSTS OR EXPENSES ARE CAUSED, IN WHOLE OR IN PART, BY THE JOINT, CONCURRENT OR SOLE NEGLIGENCE, FAULT, ACTS OR OMISSIONS OF ANY INDEMNIFIED PARTY. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE LEASE.

6. This Electronic Package Delivery Addendum shall be construed and enforced in accordance with the laws of the State of TX. Resident hereby acknowledge, stipulates and agrees that any dispute arising out of or in any way relating to this Electronic Package Delivery Addendum, the services provided by Parcel Pending, the Resident's Agreement with Parcel Pending, the Parcel Pending lockers located at the Apartments or

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**MORGAN
PEARL LANTANA
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

the failure of Resident to receive any package or delivery sent to the Apartments or the Parcel Pending lockers at the Apartments, shall be subject to jurisdiction solely within a court of competent in Travis County, TX.

- 7. Should a court of competent jurisdiction determine liability against the Apartments, the Apartments' owner, the managing agent and entity for the Apartments, or any of their respective agents, representative, employees, officers, directors, successors and assigns or related entities, then the parties herein agree that the maximum liability for same shall not exceed \$150.00.
- 8. If any provision of this Electronic Package Delivery Addendum is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

Executed on 07/23/2020

Resident or Residents:

Date:

Signature

Printed Name

Signature

Printed Name

Owner or Owner's Representative:

Date:

Signature

Printed Name

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

WORLD CLASS PROPERTY COMPANY

814 Lavaca Street | Austin, Texas 78701 | www.worldclassproperty.com

June 23, 2020

Laura Olson
lholson [REDACTED]

Dear Laura,

Welcome to World Class Property Company, a World Class Company. This letter (this "Letter Agreement") will confirm the nature of your job duties, your compensation and the terms of your employment as of the above date. This Letter Agreement constitutes a valid and binding agreement between World Class Capital Group, LLC (or "Company") and ("you" and "your"), as set forth herein.

1. **Position:** Your work position will be **Director, Special Projects**. In this role you will be responsible for project management, operational execution, implementation of strategic initiatives, relationship management, and spearheading special projects as assigned by the CEO. You will be based out of our Downtown Austin location (814 Lavaca St., Austin, Texas 78701) and will report to our President & CEO Nate Paul. Your start date is set for July 6th, 2020. This is an exempt position.
2. **Terms of Employment:** Your employment with the Company is "at will". This means that you may terminate your employment at any time and for any reason. Similarly, the Company may terminate your employment at any time and for any reason.
3. **Compensation:** In exchange for your work efforts, you will receive the following compensation: \$65,000 per annum payable in equal bi-weekly payments on regular pay dates, except for your first and final payments which may be pro-rated. Your compensation evaluation will be assessed after the completion of your first year of employment with the Company, or as otherwise in accordance with the established Company compensation review policy. You will be eligible for a discretionary bonus on the anniversary of your employment.
4. **Benefits:** You will be eligible to participate in medical insurance program and our 401k on the 1st of the month following 60 days of full-time employment. **Expense Reimbursements:** You shall be entitled to expense reimbursements in accordance with the Company's expense reimbursement policy for reasonable business expenses incurred by you on behalf of or in furtherance of the business of the Company, including mileage reimbursement at a rate as established by the Company for business use of your personal vehicle. Reimbursement requests must be in accordance with the Company's expense reimbursement policy and include paid receipts.
5. **Computer & Cell Phone:** The Company may provide you with a Company smart phone and laptop computer for business use only.
6. **Exclusivity:** In return for the compensation payments set forth in this offer of employment, you agree to devote 100% of your professional time and energies to the Company and not engage in any other business or professional activities without the prior approval of the Company. Any outside business or professional activities, if approved, must be conducted without the use of Company supplies, equipment or facilities, and no outside business or professional activities may interfere with the performance of your duties for the Company.

7. **Confidentiality:** You agree to protect the Company Entities' Confidential Information, both during and after your employment, and shall not disclose to any person, or otherwise use, except in connection with your job duties under this Letter Agreement, any Confidential Information. "Confidential Information" means any and all technical, business and other information which (1) is proprietary to or possessed or hereafter required by the Company Entities and disclosed to, developed or otherwise acquired by the Company Entities during the term of your employment whether or not related to the performance of your duties; and (2) derives independent economic value, actual or potential, from not being generally known to the public or to other persons, other than the Company Entities and its agents and employees, who can obtain economic value from its disclosure or use. Such Confidential Information includes, without limitation, any and all information concerning actual or potential investors, customers, or suppliers, product pricing, computer formulae, pay procedures or calculations, information regarding business plans and operations, methods and plans of operations, marketing strategies, sales and distribution plans or strategies, cost information, pricing strategies, and acquisition and investment plans. This paragraph 9 shall survive the termination of your employment and of this Letter Agreement.
8. **Ownership of Work Product:** You agree that all means original photographs, works of authorship, developments, discoveries, ideas, know-how, trademarks, and trade secrets, whether or not patentable or registrable under copyright or similar laws, that you may solely or jointly conceive, develop, or reduce to practice ("Work Product") relating, directly or indirectly, to the business of Company or the methods of conducting business used or could be used by the Company shall belong exclusively to the Company. You agree to promptly disclose all Work Product to the Company and perform all actions reasonably requested by the Company to establish and confirm the Company's ownership thereof, including assigning to the Company, or its designee, all of your right, title, and interest in all Work Product. You also agree not to publish any Work Product, including, but not limited to photographs, to any social media outlet, such as Facebook, Twitter, Tumblr, or Instagram, without the express permission of the Company.
9. **Non-Disparagement:** You agree not to (nor cause or cooperate with others to) publicly criticize, ridicule, disparage or defame the Company Entities, their affiliates and/or their principals and representatives, including their products, services, policies, officers, employees, or management staff with or through any written or oral statement or image (including, but not limited to, any statements made via websites, blogs, postings to the internet, or emails and whether or not they are made anonymously or through the use of a pseudonym). The foregoing does not apply to statutorily privileged statements made to governmental or law enforcement agencies.
10. **Arbitration:** Any controversy, dispute or claim ("Claim") whatsoever between you on the one hand, and the Company, or any of its subsidiaries, employees, officers, directors and agents (collectively the "Company Entities", and together with you, the "Parties") on the other hand, arising out of this Letter Agreement or in any way connected with your employment shall be settled by binding arbitration at the request of either party. The Claims covered by this Letter Agreement include any claims arising in tort, contract or statute, including but not limited to, claims for discrimination and/or harassment in employment on the basis of race, gender, sex, religion, creed, national origin, age over 40, pregnancy, disability, sexual orientation or any other basis protected by state or federal law. Within ninety (90) days of receipt of notice of a Claim, the Parties shall agree on an arbitrator with the American Arbitration Association, and, if no agreement is reached, either party may petition the Superior Court for the selection of an arbitrator. The arbitrator shall apply Texas substantive law and the Texas Evidence Code to the proceeding unless otherwise agreed. The demand for arbitration must be in writing and must be made by the aggrieved party within the applicable statute of limitations period. The arbitration shall take place in Travis County, Texas. The Parties shall be entitled to conduct reasonable discovery, including, without limitation, conducting depositions, propounding interrogatories, and requesting documents. The arbitrator shall have the authority to determine what constitutes reasonable discovery and may, among other things, limit the number of depositions a party may take, the number of interrogatories a

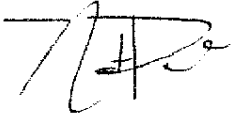
party may propound, and the number and nature of documents a party may request. The arbitrator shall prepare in writing and provide to the Parties a decision and award which includes factual findings and the reasons upon which the decision is based. The decision of the arbitrator shall be binding and conclusive on the Parties and unreviewable for error of law or legal reasoning of any kind. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction. Each party shall bear its own attorney's fees and costs of arbitration, and the arbitrator may award reasonable attorney's fees and costs to the prevailing party pursuant to Texas Law. Such costs may include the arbitrator's fees. Both you and the Company Entities understand and agree that by using arbitration to resolve any Claims, the Parties are giving up any right to have a judge or jury trial with regard to those Claims.

11. **Severability:** If any term, provision covenant or condition of this Letter Agreement is held by a court to be invalid, void or unenforceable, the remaining terms and provisions shall remain in effect and shall in no way be affected, impaired or invalidated.
12. **Former Employment:** Employee represents and warrants that he is not a party to or subject to any agreements relating to any prior employment that affect his eligibility to be employed by the Company or limit the manner in which Employee may be employed by the Company.
13. **Choice of Law:** Texas law shall govern the construction, interpretation and enforcement of this Letter Agreement.
14. **Integration:** This Letter Agreement contains our entire agreement covering the subject matter addressed here and supersedes all other agreements, understandings or past practices, whether written or oral.
15. **Modifications:** No modification, amendment or waiver of any of the provisions contained in the Letter Agreement, or any future representation, promise, or condition made in connection with the subject matter of this Letter Agreement, shall be binding upon either of us unless made in writing and signed by you and the Company.
16. **Employment Eligibility:** In compliance with the Immigration and Reform and Control Act of 1986, this offer of employment and your continued employment is contingent upon satisfactory results from credit and criminal checks and your ability to provide approved documentation that verifies your right to work in the United States, prior to beginning work. Please be prepared to provide such documentation on or before your first day of work. Documents which establish both identity and employment authorization include a U.S. Passport; Certificate of U.S. Citizenship; Certificate of Naturalization; Current foreign passport with valid endorsement authorizing employment; and Resident alien card or other alien registration card, with photo. You may also provide two separate documents, which together verify employment authorization and identity. Documents verifying employment authorization include: Social Security Card (unless it specifies that it does not authorize employment; Certificate of U.S. birth; or other approved documentation. Documents that verify identity include U.S. Driver's License or similar State ID card with photo; or other approved documentation of identity for applicants under age 18 or from a state which does not issue an ID card.

If you have any questions about the terms of your employment or the contents of this Letter Agreement, please don't hesitate to discuss them with your supervisor.

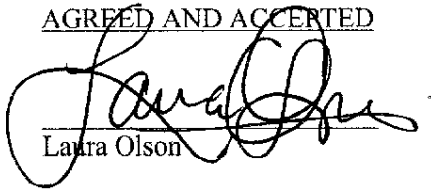
We look forward to working with you and having you on the World Class Team!

Sincerely,



Nate Paul

AGREED AND ACCERTED



Laura Olson

6.29.20

Date

Your Adv Plus Banking

LAURA LEIGH OLSON

Account summary

Beginning balance on March 26, 2020	[REDACTED]
Deposits and other additions	4,198.00 *
ATM and debit card subtractions	-1,171.83
Other subtractions	-3,434.81
Checks	-0.00
Service fees	-12.00

Ending balance on April 24, 2020 [REDACTED]

Your account has overdraft protection provided by deposit account number [REDACTED]

Deposits and other additions

Date	Description	Amount
03/30/20	[REDACTED]	200.00
04/01/20	[REDACTED]	550.00
04/06/20	[REDACTED]	700.00
04/06/20	[REDACTED]	200.00
04/07/20	[REDACTED]	1,700.00
04/16/20	[REDACTED]	300.00
04/22/20	[REDACTED]	400.00

continued on the next page

What's on your mind?

When you join the Bank of America[®] Advisory Panel, you can help us understand what you like and don't like.
Enter code **CADD** at bankofamerica.com/AdvisoryPanel to learn more and join.

Inclusion on the Advisory Panel subject to qualifications.

SSM-09-19-0761A1 | ARGST4RM

AUG - \$4017.20/mo



P.O. Box 15284
Wilmington, DE 19850

LAURA LEIGH OLSON
[REDACTED] KRISTEN WAY
SAN ANTONIO, TX 78258-3618


Customer service information

- ☎ Customer service: 1.800.432.1000
- TDD/TTY users only: 1.800.288.4408
- En Español: 1.800.688.6086
- 🌐 bankofamerica.com
- ✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for March 26, 2020 to April 24, 2020

Your deposit accounts	Account/plan number	Ending balance	Details on
Adv Plus Banking	[REDACTED]	[REDACTED]	Page 3
Regular Savings	[REDACTED]	[REDACTED]	Page 7
Total balance		[REDACTED]	



Celebrate Earth Day's 50th anniversary
 Help make a difference by going paperless
It's easy. Just sign in to Online Banking.
 Find other ways you can get involved at EarthDay.org/earth-day-2020.

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Your Adv Plus Banking

LAURA LEIGH OLSON

Account summary

Beginning balance on April 25, 2020	[REDACTED]
Deposits and other additions	4,003.62 *
ATM and debit card subtractions	-809.41
Other subtractions	-2,891.71
Checks	-0.00
Service fees	-24.00
Ending balance on May 22, 2020	[REDACTED]

Your account has overdraft protection provided by deposit account number [REDACTED]

Deposits and other additions

Date	Description	Amount
04/27/20	[REDACTED]	200.00
04/29/20	[REDACTED]	200.00
05/01/20	[REDACTED]	550.00
05/01/20	[REDACTED]	98.62
05/04/20	[REDACTED]	180.00
05/05/20	[REDACTED]	1,700.00
05/08/20	[REDACTED]	400.00
05/15/20	[REDACTED]	300.00

continued on the next page

Thank you for being a Bank of America® customer

P.O. Box 15284
Wilmington, DE 19850

LAURA LEIGH OLSON
██████████ KRISTEN WAY
SAN ANTONIO, TX 78258-3618

Customer service information

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- En Español: 1.800.688.6086
- 🌐 bankofamerica.com
- ✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for April 25, 2020 to May 22, 2020

Your deposit accounts	Account/plan number	Ending balance	Details on
Adv Plus Banking	██████████	██████████	Page 3
Regular Savings	██████████	██████████	Page 7
Total balance		\$365.36	



Know how to prevent fraud

- Never provide access codes to an unsolicited caller or through email or text.
- Protect your account numbers by using Zelle¹ or Bill Pay for digital payments.
- Don't abbreviate the year 2020. Scammers can easily manipulate it.

For more tips and information, visit bankofamerica.com/Security.

¹ Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

SSM-01-20-2301.G | 2880298

Your Adv Plus Banking

LAURA LEIGH OLSON

Account summary

Beginning balance on May 23, 2020	\$339.30
Deposits and other additions	3,850.00 *
ATM and debit card subtractions	-658.14
Other subtractions	-2,974.29
Checks	-0.00
Service fees	-12.00
Ending balance on June 24, 2020	\$544.87

Your account has overdraft protection provided by deposit account number [REDACTED]

Deposits and other additions

Date	Description	Amount
05/26/20	[REDACTED]	300.00
05/28/20	[REDACTED]	200.00
06/01/20	[REDACTED]	550.00
06/04/20	[REDACTED]	1,800.00
06/09/20	[REDACTED]	200.00
06/18/20	[REDACTED]	300.00
06/24/20	[REDACTED]	500.00
Total deposits and other additions		\$3,850.00

What's on your mind?

When you join the Bank of America[®] Advisory Panel, you can help us understand what you like and don't like.
Enter code **CADD** at bankofamerica.com/AdvisoryPanel to learn more and join.

Inclusion on the Advisory Panel subject to qualifications.

SSM-09-19-0761.A1 | AR65T4RM

P.O. Box 15284
Wilmington, DE 19850

LAURA LEIGH OLSON
██████████ KRISTEN WAY
SAN ANTONIO, TX 78258-3618

Customer service information

- ☎ Customer service: 1.800.432.1000
TDD/TTY users only: 1.800.288.4408
En Español: 1.800.688.6086
- 🌐 bankofamerica.com
- ✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your combined statement

for May 23, 2020 to June 24, 2020

Your deposit accounts	Account/plan number	Ending balance	Details on
Adv Plus Banking	██████████	██████████	Page 3
Regular Savings	██████████	██████████	Page 7
Total balance		\$575.30	



**Know how
to identify and
avoid scams**

- Don't buy gift cards for someone you don't know, and never send gift cards as payment.
- Never provide access codes to an unsolicited caller or through email or text.
- Hang up if an unsolicited caller asks for money or personal information. Scammers can fake caller ID to trick you, so hang up and call back through a trusted number.

For more tips and information on the tricks scammers use, visit [bankofamerica.com/Security](https://www.bankofamerica.com/Security).

SSM-01-20-2301.C | 2880298

Lease Application Agreement

Pearl Lantana

Date submitted: 7/21/2020

Resident Information

Name: Laura Leigh Olson
Site Address: 6401 Rialto Blvd.

Lease Start: 8/1/2020
Lease End: 11/1/2021
Advertising Source: Locator Service
Referred by: Dillon at Smart City

Application - Laura Leigh Olson

Date Of Birth: 06/07/****
SSN/ITIN: ***-**-6698
Est. Annual Income: \$70,000.00
Other Annual Income: \$20,000.00
Driver's License/State ID: ****7568 - TX
Home Phone: [REDACTED] 1452
Work Phone:
Work Phone Ext:
Mobile: [REDACTED] 1452
Email: lolson@[REDACTED]

Background Information - Laura Leigh Olson

Has been evicted?: No
Has felony, sex-related crime, or misdemeanor assault conviction?: No

Current Residence - Laura Leigh Olson

Residence/Mortgage Company:
Rent/Own/NA: NA
Address: [REDACTED] kristen way
san antonio, TX 78258
US
Rent Amount: \$0.00
Manager/Contact:
Move-In Date: 7/20/2020
Phone:
Reason for leaving:
Fax:
Email:

Current Employer - Laura Leigh Olson

Employer Name: World Class Property
Address:
Job Title:
Job Type: Employed
Est. Annual Income: \$70,000.00
Start Date:
Supervisor Name:
Phone:
Fax:
Email:



Pet Information

I do not have pets.

Rental Criteria

Qualification Acknowledgment

In order to assist you with your decision on your new home, we are providing a list of guidelines used to qualify applicants for residency in our communities. Please note that these are our current rental criteria. Nothing contained in these requirements shall constitute, represent or guaranty by Morgan Group Property Management, LLC or the owner of this community that all residents and occupants currently residing in our community have met or currently meet these guidelines. There may be residents or occupants who have resided in the community prior to these requirements going into effect; additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various credit reporting services used. Qualification standards include but are not limited to the following criteria:

IDENTIFICATION. Applicants must present a valid government-issued photo identification card for each person age 18 years and older that will be living in the apartment.

INCOME. All applicants must have a combined verifiable source of income in an amount in accordance with current community guidelines but no less than three (3.0) times the rental rate. If an applicant does not meet income requirements the applicant will be denied. A guarantor will be required of applicants that do not meet the applicable income requirements. Verifiable sources of income may include, but not necessarily limited to, the following:

- Last two consecutive payroll check stubs with year to date information with a minimum of six (6) months at current employer.
- Previous year's W-2 or 1099.
- Last six (6) months consecutive bank or financial statements demonstrating multiple deposits equivalent to 3 times the market rent for the type of unit to be occupied.
- Proof of child or spousal support payments.
- Proof of social security income, disability or other government income.
- Proof of retirement or trust fund income.
- Applicants claiming self-employment must provide previous year's personal tax return and 6 months of personal bank statements as evidence of sufficient income of at least 3 times the market rent for the type of unit to be occupied. Applicants that have a job in which the applicant's income is based primarily off of tips, bonuses or commissions will be considered self-employed.
- A verifiable offer letter on company letterhead.



CREDIT HISTORY. Our credit reporting agency evaluates credit and rental history against indicators of future rent payment performance and operates as required by law under the Dodd-Frank Wall Street Reform and Consumer Protection Act. An unsatisfactory finding may result in the requirement of an additional deposit or denial. Lack of credit history will require a Guarantor.

GUARANTORS. Guarantors must meet the qualifying criteria with respect to presenting proper identification and having an acceptable credit history. Additionally, all guarantors must have a verifiable source of income in an amount no less than five (5) times the rental rate, pay an application processing fee and sign the Guarantor Addendum.

CRIMINAL HISTORY. Our investigation includes criminal background screening. It is possible your application may be denied due to criminal convictions.

OCCUPANCY. The maximum number of persons permitted to occupy an apartment shall not exceed **two (2)** persons per bedroom, plus one additional person.

PETS. Pet restrictions vary at each community. If you have pets, please see your leasing representative for more information. Assistance animals will be allowed to the extent required by applicable law.

FAIR HOUSING STATEMENT. Morgan Group Property Management, LLC and the owner of this community are committed to compliance with all federal, state, and local fair housing laws. It is our policy to comply with all laws prohibiting discrimination, including those that prohibit discrimination based on race, color, religion, national origin, sex, familial status, or disability and any other local laws protecting specific classes.

Although being subject to self-quarantine or self-isolation for COVID-19 will have no bearing on your eligibility for rental in our community, If you have elected, or will elect to, go into self-quarantine or self-isolation in our community, please follow the advice and guidance of your healthcare provider and the CDC. We also ask that you avoid common areas and notify us so that proper precautions can be made if we or our vendors need to enter your unit for emergency maintenance purposes. Please also notify us if any of the following apply to you:



- *You have tested positive for COVID-19;*
- *You have a fever (over 100.4° F), felt feverish, or had chills;*
- *You have a new or worsening cough;*
- *You have a new or worsening difficulty breathing;*
- *You have traveled internationally within the last 14 days; or*
- *You have had close contact with a person known to have COVID-19.*

RENTAL RATES AND LEASE TERMS. Original rental rate quotes will be honored for **two (2)** business days from the date the quote is given. The rental rate quote is associated with the apartment's availability at the time of your quote, move in date, and lease term requested. Any revisions or changes to the time of the quote, your move-in date, or lease term may require a revised quote which may result in a different monthly rental rate.

ACKNOWLEDGMENT. Signing this acknowledgment indicates that you have had the opportunity to review the landlord's tenant qualification criteria. The tenant qualification criteria may include factors such as criminal history, credit history, current income, and rental history. If you do not meet the qualification criteria, or if you provide inaccurate or incomplete information, your application may be rejected and your application fee will not be refunded.

PRIVACY POLICY

While no one can guarantee against identity theft or the misuse of personal information, protecting the information provided to our Community is a high priority. The following set forth the Community's current Privacy Policy for the personal information collected in your rental application:

How personal information is collected. You will be asked to furnish some of your personal information when you apply to rent from this Community. This information will be on the rental application form or other documentation that you provide to the Community or to a locator service, either on paper or electronically.



How and when information is used. The Community will use this information only for business purposes involved in leasing an apartment unit to you. Examples of these uses include, but are not limited to, verifying statements made on your rental application (such as your rental, credit and employment history), reviewing your lease for renewal and enforcing your lease obligations (such as to obtain payment for money you may owe us in the future).

How the information is protected and who has access. The Community allows only authorized persons to have access to your personal information, and the Community keeps documents and electronic records containing this information in secure areas and systems.

How the information is disposed. After the Community no longer needs or are required to keep your personal information, the Community will store or destroy it in a manner designed to prevent unauthorized persons from accessing it. The Community's disposal methods will include shredding, destruction or obliteration of paper documents and destruction of electronic files.

Please note that if you found this Community through a locator service, please be aware that locator services are independent contractors and are not this Community's employees or agents. You should require any locator service you use to furnish its own privacy policies.

Consent Form

I or we authorize Pearl Lantana to obtain reports from any consumer or criminal record reporting agencies before, during, and after tenancy on matters relating to a lease by the above owner to me and to verify, by all available means, the information in this application, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

You declare that all your statements on the first page of this Application are true and complete. You authorize us to verify same through any means. If you fail to answer any question or give false information, we may reject the application, retain all application fees and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover all attorney's fees and litigation costs from the losing party. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligation, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations.



Pet Policy

Our community was designed with people who rent with pets in mind. Our community offers pristine grounds. A maximum number of TWO (2) pets are permitted per apartment unit provided applicant pays the required Pet Deposit, Non-refundable Pet Fees and Monthly Pet Rent. For each pet, applicants will further be required to provide a photograph of pet and veterinary records showing satisfactory vaccination records. Pets that are welcome at this Community include dogs (that weigh less than ninety-nine (99) lbs; however, some breeds are restricted), cats, fish, and caged birds. In addition to complying with this Community's rental policies, any prospective lease and applicable addenda, aggressive dog breeds including, but not limited to the following are not permitted as pets at this Community: Akita Inu, Alaskan Malamutes, American Bandogge, American Bulldog, Basenji, Boew Boel, Bull Terrier, Cane Corso, Caucasian, Chow, Doberman Pinschers, Dogo Argentino, Fila Brasileiro, German Shepherd, Great Dane, Gull Dong, Huskies, Perro de Presa Canario, Pitbull, Rhodesian Ridgeback, Rottweiler, Saint Bernard, Tosa Inu, and Wolf Hybrid. Other animals, including but not limited to the following are not permitted as pets at this Community: Poisonous Animals (i.e. spiders, snakes); and/or, other Exotic Animals (i.e. primate, iguana, ferret, sugar gliders, snakes). For more comprehensive literature regarding this Community's pet policies, please inquire with a leasing representati

DocuSigned by:

Laura Olson

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HBOM00275204

MORGAN
PEARL LANTANA
RESIDENT SERVICE FEE ADDENDUM

This addendum is hereby made a part of and amends the lease agreement dated 07/23/2020 by and between Pearl Lantana, and Laura Olson for unit number [redacted] located at 6401 Rialto Blvd Austin, TX 78735-8566

In addition to your monthly Rent, you will be charged a monthly Resident Services Fee in the amount of **\$41.50** for various services that will be provided to you as a Resident of Pearl Lantana. The Resident Services Fee must be paid in full by the first day of each month, and failure to pay the fee on or before the fourth day may result in late fees.

The resident service fee will include costs associated with valet waste removal, pest control, and liability insurance. This fee protects the property ownership and is not protection for you. If you would like protection for your own personal belongings, it is recommended that you purchase renter's insurance.


Management Company has partnered with LeaseTerm Solutions to offer an affordable resident insurance option to our residents. You may enroll through the internet at <https://www.propertyprotectenroll.com/>.

Management will notify you at least thirty (30) days prior to implementing any changes to the Resident Services Fee. If there is a change in the amount of the Resident Services Fee, Management may require you to sign a new or updated Resident Services Fee Addendum to document the change. By signing the Lease and this Addendum, you agree to sign and return any new Addendum within ten (10) days after receipt of the updated Lease Addendum. You also acknowledge that your failure to pay the Resident Services Fee, as later amended, or sign an updated Lease Addendum will be a breach of your Lease.

I have read, understand and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident(s):

(All Residents must sign)

 DD11697D954D488...	7/23/2020		
_____	Date	_____	Date
_____	Date	_____	Date
_____	Date	_____	Date
_____	Date		

Owner's Representative:

Julie Wahl _____ Date

NO SMOKING LEASE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana** _____
Holdings LLC _____ Apartments
in **Austin**, Texas.

OR

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

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

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

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

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

- is permitted
- is not permitted.

Only the following outside areas may be used for smoking: _____

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

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

4. **Your responsibility for damages and cleaning.** You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

5. **Your responsibility for loss of rental income and economic damages regarding other residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

6. **Definition of smoking.** "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. **Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

8. **Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

9. **Your responsibility for conduct of occupants, family members and guests.** You are responsible for communicating the no-smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

10. **No warranty of a smoke-free environment.** Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy

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

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

DS


DS


Signatures of All Residents

Signature of Owner or Owner's Representative

July 23, 2020

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

Coronavirus (COVID-19) Information and Preparedness

Dear valued residents,

We share your concerns about COVID-19. The purpose of this letter is to supplement the information previously provided with respect to COVID-19 information and preparedness. Please understand that we are not healthcare providers. We will not and cannot provide guidance with respect to medical or healthcare services. The Centers for Disease Control and Prevention (CDC) and other healthcare officials should continue to be your primary source of information and advice. We, like you, are relying on these resources for the latest information, updates, and guidance about COVID-19.

The CDC currently recommends maintaining a distance of 6 feet from others when possible and following public health advice regarding social distancing measures. During this time, we will perform emergency maintenance services only.

If our maintenance personnel or vendors enter your unit to perform emergency repairs, we have directed them to maintain their distance. Please provide them an appropriate amount of space. If you have questions about the work performed in your unit, please contact the management office via phone or email.

Please note that we consider emergency maintenance issues to be those relating to water leaks, mold, electrical problems, broken or missing locks or latches, or other conditions that pose a hazard to property, health, or safety.

If you elect to go into self-quarantine or self-isolation, please follow the advice and guidance of your healthcare provider and the CDC. We also ask that you avoid common areas and notify us so that proper precautions can be made if we or our vendors need to enter your unit for emergency maintenance purposes. Please also notify us if any of the following apply to you:

- ***You have tested positive for COVID-19;***
- ***You have a fever (over 100.4° F), felt feverish, or had chills;***
- ***You have a new or worsening cough;***
- ***You have a new or worsening difficulty breathing;***
- ***You have traveled internationally within the last 14 days; or***
- ***You have had close contact with a person known to have COVID-19.***

* * *

The CDC website states the following with respect to prevention of COVID-19:

There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19). The best way to prevent illness is to avoid being exposed to this virus. However, as a reminder, CDC always recommends everyday preventive actions to help prevent the spread of respiratory diseases including:

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose and mouth.

- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Follow public health advice regarding school closures, avoiding crowds and other social distancing measures.

* * *

For a comprehensive list of recommendations and for further information, updates, and guidance, you are directed to contact the CDC at:

- www.cdc.gov
- Ph. 1-800-232-4636

Sincerely,

Your management team



For more information: www.cdc.gov/COVID19

Notification about COVID-19 cases

We continue to rely on The Center for Disease Control and Prevention (CDC) and other public health officials for information, updates, and guidance regarding COVID-19. In light of the current information and guidance from the CDC and other public health officials regarding COVID-19, it is possible that residents within our community have elected or will soon elect to go into self-quarantine or self-isolation in their apartments.

Local governmental officials do not provide information to us about whether there are confirmed cases of COVID-19 at our properties. If a resident informs us that they have tested positive for COVID-19, we are asking the resident to remain in their apartment for the duration of their recommended quarantine, avoid all common areas, and follow the guidance of their healthcare provider and the CDC. Out of consideration for our residents' privacy, we will not be able to notify you if there is a possible case of COVID-19 within our community. It is also possible and even likely that residents at the property have COVID-19 and have not notified anyone. We suggest you act as if anyone could have the virus. Please contact your local health department to obtain specific information about the threat in your area or if you feel you have been exposed to COVID-19.

As you know, we have temporarily closed all non-essential common areas and we ask that you use the remaining common areas only when necessary. Additionally, we continue to clean and disinfect common areas and frequently touched surfaces.

You cannot not rely on these measures to keep you safe. We strongly advise you to be proactive and diligent in protecting yourself by following the below recommendations and our other communications to you.

Be considerate of others:

Do not risk getting your friends and neighbors sick. While in common areas, please practice appropriate social distancing by keeping at least 6 feet between yourself and others. If you or a member of your household are feeling ill, please do not enter common areas.

Protect yourself:

We encourage you to follow the CDC Guidelines<<https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>> on health and hygiene. In particular, wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use an alcohol-based sanitizer that is at least 60% alcohol. Avoid close contact with sick people. Avoid touching your eyes, nose and mouth with unwashed hands. Stay home if you are sick. Avoid shaking hands and cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Practice social distancing and keep at least 6 feet of space between you and other people.

Let us know if you self-quarantine:

If you choose to self-quarantine because you are experiencing symptoms, or are diagnosed with COVID-19, please follow the advice of your healthcare provider and other public health officials and notify us immediately. We will be supportive in this situation and take the necessary preventive steps.

Use the resident portal:

We have a robust resident portal through which you can enter emergency maintenance requests, pay rent, and renew your lease. Using the resident portal is a very convenient way to communicate and transact business and we highly recommend that you login to the resident portal to enter emergency maintenance requests as well as pay your rent to avoid the need to bring a check by the office.

Stay informed:

For the most up-to-date information on COVID-19, please visit the CDC Website<<http://www.cdc.gov/coronavirus/2019-ncov/index.html>> or the WHO Website<<https://www.who.int/emergencies/diseases/novel-coronavirus-2019>>.

While no actions can completely eliminate the possibility of illness, please know that we are working to keep our properties as clean and safe as possible. We appreciate everything you are doing to look out for each other in these unprecedented times.

Should you have any questions or concerns, please do not hesitate to contact the property management team. We will continue to monitor this situation closely to ensure we follow the recommended measures that promote healthy environments for all.

DocuSigned by: {102670/00125/01399811.DOCX 1 }
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

**LEASE ADDENDUM FOR
ADDITIONAL SPECIAL PROVISIONS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. [REDACTED] in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, Texas.

2. **Purpose.** The following special provisions become part of the Lease Contract:

The use of short-term or vacation rental service or any other similar short-term service shall be strictly prohibited, and shall be a material violation of the terms of the lease. All occupants must be named on the lease; as well, all persons over the age of 18 who occupy the apartment for any length of time must be screened and approved by the management. Authorized guests shall be exempt from the screening and occupant naming requirements, but no person in any short-term/vacation rental shall be deemed to be an authorized guest.

Horizontal lines for additional text or signatures.

Resident or Residents
[All residents must sign here]

Laura Olson

Horizontal lines for additional text or signatures.

Owner or Owner's Representative
[signs here]

Date of TAA Lease Contract

July 23, 2020

Horizontal lines for additional text or signatures.

DocuSigned by:
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...

VIRUS WARNING AND WAIVER ADDENDUM

This **Virus Warning and Waiver Addendum** relates to the TAA Lease Contract, signed _____, _____ for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, 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 _____

MGI-GFP Lantana Holdings LLC, 6401 _____

Rialto Blvd. _____ _____

Apartment name and unit number or street address of leased premises

DocuSigned by:
Texas Apartment Association
Laura Olson
DD11697D954D488...

DocuSigned by:
Lauren Graff
AB87A70B9D6F470...



Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Moving In — General Information

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

Laura Olson

and us, the owner: MGI-GFP Lantana Holdings LLC

(name of apartment community or title holder). You are renting Apartment No. , at 6401 Rialto Blvd.

(street address) in Austin

(city), Texas 78735 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else.

Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.

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

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

3. **Lease Term.** The initial term of the Lease begins on the 2nd day of November (month), 2021 (year), and ends at 11:59 p.m. the 1st day of November (month), 2022 (year).

After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

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

- one check jointly payable to all residents and mailed to any one resident we choose, **or**
- one check payable to and mailed to _____

(specify name of one resident).

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

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

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

6. **Rent and Charges.** You will pay \$ 2577.00 per month for rent, in advance and without demand:

- at the onsite manager's office
- through our online payment site
- at _____

Prorated rent of \$ 2531.22 is due for the remainder of the [*check one*]: 1st month **or** 2nd month, on the 2nd day of November (month), 2021 (year).

You must pay your rent on or before the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify.

Late Fees. If you don't pay rent in full by 11:59 p.m. on the 3rd day (3rd or greater) of the month, you must pay us the following initial late fee immediately and without demand in addition to the unpaid rent: 5 % of one month's rent as stated in this paragraph **or** \$ 5.00.

In addition, for 5 days until rent and late fees are paid in full, you must pay a daily late fee of \$ _____ per day **or** 1 % of one month's rent per day.

You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late fees, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

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

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

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

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

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

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

***No cash accepted. *No personal checks after the 3rd Must pay by Certified Funds. *All pets must be approved by management. *Section 6 "Rent and Charges" may include Carport, Garage and Storage Rent (if applicable), on the Enclosed Garage Addendum. *All lease addendums are considered part of the lease contract.**

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

10.1 Your Responsibility. You'll be liable for a reletting charge of \$ 2190.45 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.**

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

11. Security Devices.

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

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

12. Other Utilities and Services. Television channels that are provided may be changed during the Lease term if the change applies to all residents. You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we'll attach an addendum to this Lease in compliance with state-agency rules. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$ 50.00 charge (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If you're in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

Special Provisions and "What If" Clauses

13. Damages and Reimbursement.

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

13.2 Indemnification by You. You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your

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guests, or our representatives who at your request perform services not contemplated in this Lease.

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

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

14. Contractual Lien and Property Left in Apartment.

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

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

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

14.4 Storage.

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

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

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

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

14.5 Redemption.

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

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

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

14.6 Disposition or Sale.

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

- (1) left in the apartment after surrender, abandonment or death of a sole resident; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

(B) Animals. An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.

(C) Sale of property. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The sale may be public or private; is subject to any third-party ownership or lien claims; must be to the highest cash bidder; and may be in bulk, in batches, or item-by-item. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.

15. Failing to Pay First Month's Rent. If you don't pay the first month's rent when or before the Lease begins, all future rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 10 and 32 apply to acceleration under this paragraph.

16. Rent Increases and Lease Changes. No rent increases or Lease changes are allowed before the initial Lease term ends, except for those allowed by special provisions in Par. 9, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under Par. 19. If, at least 5 days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent increases or Lease changes that become effective when the Lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without needing your signature) unless you give us written move-out notice under Par. 36. The written move-out notice under Par. 36 applies only to the end of the current Lease or renewal period.

17. Delay of Occupancy.

17.1 Lease Remains In Force. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to:

- (A) abatement of rent on a daily basis during delay, **and**
- (B) your right to terminate the lease in writing as set forth below.

17.2 Your Termination Rights. Termination notice must be in writing. After termination under 17.1(B), you are entitled only to refund of any deposit(s) and any rent you paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.

17.3 Notice of Delay. If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but no later.

- (a) If we give written notice to any of you or your occupants when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but no later.
- (b) If we give any of you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

18. Disclosure of Information. 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, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

While You're Living in the Apartment

19. Community Policies and Rules.

19.1 Generally. Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all written apartment rules and community policies, includ-

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

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

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

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

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

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

- (a) criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to: manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets containing gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven; **or**
- (j) making bad-faith or false allegations against us or our agents to others.

21. Parking. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes must not be parked inside an apartment, on sidewalks, under stairwells, or in handicapped-parking areas. We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle:

- (a) has a flat tire or is otherwise inoperable;
- (b) is on jacks, on blocks, or has a wheel missing;
- (c) takes up more than one parking space;
- (d) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (e) is in a handicapped space without the legally required handicapped insignia;

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Your initials:

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Initials of Our Representative:

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

22. Release of Resident.

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

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

23. Military Personnel.

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

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

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

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

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

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

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

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

24. Resident Safety and Loss.

24.1 Disclaimer. *We disclaim all express or implied warranties of security.* We care about your safety and that of other occupants and guests. You agree to make every effort

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Your Initials: LD

Initials of Our Representative: MF

Initials of Our Representative: _____

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

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

24.3 Alarm and Detection Devices.

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

(B) Your duties. You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. **If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.** You'll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

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

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

25. Condition of the Premises and Alterations.

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

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

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

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

26. Requests, Repairs, and Malfunctions.

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

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

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

26.4 Casualty Loss and Equipment Repair. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your rent will not abate in whole or in part. Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day.

26.5 Our Right to Terminate. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 7 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove and dispose of personal property if we believe it causes a health or safety hazard.

27. Animals.

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

27.2 Violations of Animal Policies.

(A) Charges for violations. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If you violate the animal restrictions or other animal rules, you'll pay an initial charge of \$ 100.00 per animal

(not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), you must pay for all cleaning and repair costs, including defleaing, deodorizing, and shampooing.

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

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

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

Replacements

30. Replacements and Subletting.

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

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

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

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

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Your Initials: LDMF

Initials of Our Representative: _____

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Responsibilities of Owner and Resident

31. Our Responsibilities.

31.1 Generally.

- We'll act with customary diligence to:
- keep common areas reasonably clean, subject to Par. 25;
 - maintain fixtures, hot water, heating, and air-conditioning equipment;
 - substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
 - make all reasonable repairs, subject to your obligation to pay for damages for which you're liable.

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

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

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

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

31.3 Request by Mail.

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

32. Default by Resident.

32.1 Acts of Default.

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

32.2 Eviction. *If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.*

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

32.3 Acceleration.

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

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

32.4 Holdover.

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

32.5 Other Remedies.

We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means, including texting, calling your cell phone, and using an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. Upon your default, we have all other legal remedies, including Lease termination and statutory lockout under Texas Property Code sec. 92.0081, **except as lockouts and liens are prohibited by Texas Government Code sec. 2306.6738 for owners supported by housing-tax-credit allocations.** A prevailing party may recover reasonable attorney's fees and all other litigation costs from the nonprevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for the lawful removal of an animal or in any eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid.

32.6 Mitigation of Damages.

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

General Clauses

33. Other Important Provisions.

33.1 Representatives' Authority; Waivers; Notice.

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

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Your Initials: *lp*

Initials of Our Representative: *MF*

must be addressed to the email address we provide for notice purposes or submitted through an online portal.

33.2 Miscellaneous. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or 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. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to." Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurs before the lease term in Par. 3 begins.

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

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

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

When Moving Out

36. Move-Out Notice.

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

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

36.2 Unacceptable Notice. **Your notice is not acceptable if it doesn't comply with all of the above.** We recommend that you use our written move-out form to ensure that you provide all the information needed. You must get from us

a written acknowledgment of your notice. If we fail to give a reminder notice, 30 days' written notice to move out is required. If we terminate the Lease, we must give you the same advance notice—unless you are in default.

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

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

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

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

41. Deposit Return, Surrender, and Abandonment.

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

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

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

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

DS
Your Initials: LP

DS
Initials of Our Representative: MF

Initials of Our Representative: _____

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SUMMARY OF KEY INFORMATION

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

Address: 6401 Rialto Blvd. Unit #
Beginning date of Lease (Par. 3) 11/02/2021 Ending date of Lease (Par. 3) 11/01/2022
Number of days notice for termination (Par. 3) 60 Consent for guests staying more than 7 days (Par. 2)
Total security deposit (Par. 4) \$ 0.00 Animal deposit (if any) \$ 0.00
Security deposit (Par. 4) does OR does not include an animal deposit.
Security deposit refund check will be by (Par. 4) (check one) one check jointly payable to all residents (default), OR one check payable to and mailed to
of keys/access devices (Par. 5) for 1 unit, 1 mailbox, 1 other
Your move-out notice will terminate Lease on (Par. 5): (check one) last day of month OR exact day designated in notice
Check here if the dwelling is to be furnished (Par. 5) Check here if there is a concession addendum
Rent to be paid (Par. 6): (check all that apply) at the onsite manager's office, through our online payment site, OR at
Check here if included in monthly rent: garage, storage, carport, washer/dryer, or other
Total monthly rent (Par. 6) \$ 2577.00 Prorated rent (Par. 6) for (check one) first month OR second month \$ 2531.22
Late fees if rent is not paid on or before (Par. 6) 3rd Daily late fee (Par. 6) \$ or 1 %
Initial late fee (Par. 6) \$ 5.00 or 5 % Animal violation charges (Par. 27) Initial \$ 100.00 Daily \$ 10.00
Returned-check charge (Par. 6) \$ 50.00 Monthly trash / waste (if any) \$ 25.00
Monthly animal rent (if any) \$ 20.00
Monthly pest control (if any) \$ 3.00
Utilities paid by owner (Par. 7): (check all that apply) electricity, gas, water, wastewater, trash/recycling, cable/satellite, master antenna, Internet, stormwater/drainage, other
Utility connection charge (Par. 12) \$ 50.00 You are: (check one) required to buy insurance OR
Agreed reletting charge (Par. 10) \$ 2190.45 not required to buy insurance (Par. 8)
Special provisions (Par. 9): *No cash accepted. *No personal checks after the 3rd Must pay by Certified Funds. *All pets must be approved by management. *Section 6 "Rent and Charges" may include Carport, Garage and Storage Rent (if applicable), on the Enclosed Garage Addendum. *All lease addendums are considered part of the lease contract.

Signatures and Attachments

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

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

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

After-hours phone number (512) 358-7700 (Always call 911 for police, fire, or medical emergencies.)

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

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

Resident initials: [Signature]

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

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

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

Resident or Residents (all sign below)

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

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

Address and phone number of owner's representative for notice purposes
6401 Rialto Blvd
Austin, TX 78735
(512) 358-7700

Date Form is Executed DocuSigned by:
Laura Nelson
Manuel Fuentes

LEASE ADDENDUM FOR EARLY TERMINATION OF LEASE CONTRACT

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC**

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

2. **Right of early termination.** We understand that circumstances may arise in the future that pose a need for you to terminate this TAA Lease Contract prior to the end of the lease term. The purpose of this addendum is to give you the right to do so—subject to any special provisions in paragraph 8 below. In order to terminate early, your notice must be signed by all residents listed in paragraph 1 of the TAA Lease Contract and you must comply with all provisions of this addendum.

3. **Procedures.** You may terminate the TAA Lease Contract prior to the end of the lease term and thus avoid any potential liability exposure for non-payment of rent for the remainder of the lease term *if all of the following occur*:

- (a) you give us written notice of early termination at least 30 days prior to your early termination date (i.e., your early move-out date), which (*check one*) must be the last day of a month or may be during a month;
- (b) you specify the early termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the TAA Lease Contract on the date you give us the notice of early termination;
- (d) you are not in default under the TAA Lease Contract on the early termination date (move-out date);
- (e) you move out on or before the early termination date and do not hold over;
- (f) you pay us a \$ 5154.00 early termination fee;
- (g) you pay us the amount of any rent or other concessions you received when signing the TAA Lease Contract; and
- (h) you comply with any special provisions in paragraph 8 below.

4. **Payment of fees and other sums.** The early termination fee in paragraph 3(f) is due and payable no later than 3 days after you give us your early termination notice. The repayment of any rent concessions or discounts you received during the TAA Lease Contract term will be determined by the Lease Addendum for Rent Concession or Other Rent Discount. This repayment and any other monetary obligations for the entire TAA Lease Contract term are due and payable on the same day as the early termination fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.

5. **Showing unit to prospective residents.** After you give us notice of early lease termination, paragraph 28 of the TAA Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your early termination date.

6. **Compliance essential.** Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the move-out date stated in your notice of early termination. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your early termination right and this addendum will be voided automatically. In that case; (1) any amounts you have paid under this addendum will become part of your security deposit, and (2) the lease will continue without early termination. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

7. **Miscellaneous.** If moving out by the early termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to others. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the early termination date. Therefore, you may not stay beyond the early termination date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 3(c) and 3(d) of this addendum means default as defined in paragraph 32 of the TAA Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the early termination date.

8. **Special provisions.** Your right of early termination (*check one*) is or is not limited to a particular fact situation. If limited, early termination may be exercised only if the following facts occur and the described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed form. Any false statements or documents presented to us regarding early termination will automatically void your early termination right and this addendum. The special provisions are:

 Signatures of All Residents

 Signature of Owner or Owner's Representative

August 31, 2021

 Date of TAA Lease Contract

DocuSigned by:

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DocuSigned by:

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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. # _____ at MGI-GFP Lantana Holdings 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

 (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

 Date signed



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

Bed Bugs

A Guide for Rental-Housing Residents

(Adapted with permission from the National Apartment Association)

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

Bed bugs don't discriminate.

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

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

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

Bed bugs don't transmit disease.

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

Learn to identify bed bugs.

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

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

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

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

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

Prevent bed-bug encounters when traveling.

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

Know the bed-bug dos and don'ts.

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

DocuSigned by:

Laura Olson

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DocuSigned by:

Manuel Fuentes

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LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ **██████** _____ in the **MGI-GFP Lantana Holdings** _____
LLC _____ Apartments
in **Austin** _____, Texas
OR
the house, duplex, etc. located at (street address) _____ in
_____, Texas.

2. **Flat fee for trash/recycling costs.** Your monthly rent under the TAA Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ **25.00** for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ **3.00** per month (not to exceed \$3) for processing and billing.

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

3. **Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ _____ (not to exceed \$3) if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

Signatures of All Residents

Signature of Owner or Owner's Representative

August 31, 2021

Date of TAA Lease Contract

LEASE ADDENDUM FOR INTRUSION ALARM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in Austin, Texas.
The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Intrusion alarm.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if no intrusion alarm exists. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one) required or optional. You are responsible for all fines and other charges resulting from or attributable to the alarm, including false alarm charges for your dwelling.
3. **Permit from city.** You (check one) do or do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is City of Austin, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.
4. **Follow instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules, and procedures furnished to you by us. Instructions are attached or will be provided to you when you move in.
5. **Alarm company.** You (check one) will or will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) may choose your own alarm company or are required to use Independent Alarm Company of choice as your alarm company. The alarm system is repaired and maintained by Independent Alarm Company of choice.
6. **Entry by owner.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in paragraph 28 of your TAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.
7. **Repairs or malfunctions.** If the intrusion alarm malfunctions, you agree to (check one) contact your intrusion alarm company immediately for repair or contact us immediately for repair. The cost of repair will be paid by (check one) you or us. Do not tamper with the intrusion alarm system.
8. **No warranty.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical is subject to malfunction and human error. Therefore, residents and occupants should not rely on such security systems. *We are absolutely not responsible for malfunction of the alarm.*
9. **Liability.** *We are not liable to you, your guests, or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm.* It is strongly recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.
10. **Emergencies.** You agree to call 911, other law enforcement authorities, or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.
11. **Entire agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.

Signatures of All Residents

Signature of Owner or Owner's Representative

August 31, 2021

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
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DocuSigned by:
Manuel Fuentes
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TEXAS APARTMENT ASSOCIATION

M E M B E R

Mold Information and Prevention Addendum

Date of Lease: **August 31, 2021**

(when the Lease is filled out)

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.

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

That dwelling is: Unit # _____

at **MGI-GFP Lantana Holdings LLC**

(name of apartments)

or other dwelling located at _____

(street address of house, duplex, etc.)

City/State/Zip where dwelling is located: _____

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

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

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

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

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

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

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

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

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

Resident or Residents (all sign below)

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

DocuSigned by:

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

Laura Olson

Manuel Fuentes

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LEASE ADDENDUM FOR ACCESS CONTROL DEVICES

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. [REDACTED] in the **MGI-GFP Lantana Holdings LLC** in **Austin**, Texas. Apartments

2. **Remote control/cards/code for gate access.**

- Remote control for gate access** Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ **75.00** non-refundable fee.
- Cards for gate access** Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ **75.00** non-refundable fee.
- Code for gate access** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. **Damaged, lost or unreturned remote controls, cards, key fobs or code changes.**

- If a remote control is lost, stolen or damaged, a \$ **75.00** fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ **75.00** deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ **75.00** fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ **75.00** deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.

5. **Follow written instructions.** You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. **Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. **Rules in using vehicle gates.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

Signatures of All Residents

Signature of Owner or Owner's Representative
August 31, 2021

Date of TAA Lease Contract

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

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

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, Texas

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

- 2. **Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.
- 3. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 4. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
- 5. **Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
- 6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
- 7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.
- 8. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 41, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna, or related equipment. You will not be responsible for normal wear and tear
- 9. **Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 100,000, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.
- 10. **Security deposit.** Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$ 100.00 effective at time of installation or effective within 3 days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.
- 11. **When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
- 12. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Signatures of All Residents

Signature of Owner or Owner's Representative

August 31, 2021

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
C778744A12B34C9...

DocuSigned by:
Manuel Fuentes
5D5F7798400645A...

WATER AND WASTEWATER SUBMETERING ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. [redacted] in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, Texas

OR

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

2. **PUC.** Water conservation by submeter billing is encouraged by the Public Utility Commission of Texas (PUC). Submeter billing is regulated by PUC rules, and a copy of the rules is attached to this addendum. This addendum complies with those rules.

3. **Mutual Conservation Efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to follow the water-conservation suggestions listed in the checklist below.

4. **Submeter Billing Procedures.** Your monthly rent under the TAA Lease does not include a charge for water and wastewater. Instead, you will receive a separate monthly bill from us for submetered water and wastewater use, as follows:

- (A) Your monthly water and wastewater bill will conform to all applicable rules of the PUC (see attached).
- (B) As permitted by state law, a service fee of 9% (not to exceed 9%) will be added to your monthly water-service charges.
- (C) No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.
- (D) We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.281.
- (E) We will bill you monthly for your submetered water consumption from approximately the 15 day of the month to the 15 day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.
- (F) PUC rules require us to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ 34.12 per unit, varying from \$ \$0.27 for the lowest month's bill to \$ \$253.60 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.
- (G) During regular weekday office hours, you may examine: (1) our water and wastewater bills from the utility company; (2) our calculation of your monthly submeter bill; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

5. **Your Payment-Due Date.** Payment of your submeter water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.

A CHECKLIST OF IDEAS FOR WATER CONSERVATION IN YOUR DWELLING

The cumulative effect of many small water conservation tips can be substantial. Residents are encouraged to conserve water.

Report all leaks immediately

- Immediately report all leaks to the management office. A faucet or sprinkler head with a small drip can waste up to 600 gallons per month. A toilet that continues to run after filling the tank—even slightly—can waste as much as 200 gallons a day.

When in the bathroom

- Never use the toilet as a wastebasket or flush anything other than toilet paper.
- When brushing your teeth, turn off the water until you need to rinse your mouth. This can save up to 4 gallons a minute.
- Take a shorter shower. If you cut just one minute off your shower time, it can save a significant amount of water. Showers and baths normally use up to 50 percent of interior water consumption.
- When shaving, either turn off the water after rinsing your razor or fill the sink with hot water instead of letting the faucet run.
- Don't leave water running while cleaning bathroom fixtures.

When in the kitchen

- Run your dishwasher only when you have a full load.
- If you wash dishes by hand, don't leave the water running while rinsing dishes. This will conserve 8-to-15 gallons per day.
- When cleaning vegetables, use a basin rather than letting the faucet run.
- Use your disposal sparingly, and never for just a few scraps.

When doing the laundry

- Wash full loads only, or if it is an option, adjust the water level to match the size of the load. This will conserve 75-to-200 gallons a week. Many washing machines uses more than 40 gallons for each load of laundry.
- Use cold water as often as possible to minimize shrinkage of garments and to save energy.

When watering the yard

- Water longer, deeper and less frequently.
- Water early in the day and avoid creating runoff.
- Follow your community's watering restrictions during periods of drought.

Signatures of All Residents

Signature of Owner or Owner's Representative

August 31, 2021

Date of TAA Lease Contract

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[Signature]

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[Signature]

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

SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION

§24.275. 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 following meanings, unless the context clearly indicates otherwise.
- (1) Allocated utility service – Water or wastewater utility service that is master metered to an owner by a retail public utility and allocated to tenants by the owner.
 - (2) Apartment house – A building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium whether rented or owner occupied, and if a dwelling unit is rented, having rental paid at intervals of one month or longer.
 - (3) 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; a condominium association; or any individual, firm, or corporation that purports to be the landlord of tenants in an apartment house, manufactured home rental community, or multiple use facility.
 - (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. Overcharge and Overbilling 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 §24.124(e)(2) of this title (relating to Charges and Calculations); and
 - (C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental

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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 §24.124(d)(3) (related to Charges and Calculations) of this title that will be billed to tenants.
- (b) Requirement to provide rules. At the time a rental agreement is discussed, the owner shall provide a copy of this subchapter or a copy of the rules to the tenant to inform the tenant of his rights and the owner's responsibilities under this subchapter.
- (c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.
- (d) Change from submetered to allocated billing. An owner shall not change from

submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:

- (1) equipment failures; or
 - (2) meter reading or billing problems that could not feasibly be corrected.
- (e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

§24.281. 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

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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 §24.123(c) of this title (relating to Rental Agreement) and either:
- (1) adopt one of the methods in subsection (e) of this section; or
 - (2) install submeters and begin billing on a submetered basis; or
 - (3) discontinue billing for utility services.

§24.283. Billing.

- (a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.124 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in 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

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- (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.

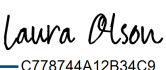
§24.287. Submeters or Point-of-Use Submeters and Plumbing Fixtures.

- (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.

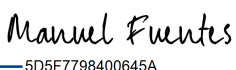
- (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:
 - (A) an identifying number;
 - (B) the installation date (and removal date, if applicable);
 - (C) date(s) the submeter or point-of-use submeter was calibrated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

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LEASE ADDENDUM FOR ALLOCATING STORMWATER/DRAINAGE COSTS

- Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
- 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.
- 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.
- Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for stormwater/drainage costs. Instead, you will be receiving a separate bill from us each month for stormwater/drainage. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to and we will allocate the monthly stormwater/drainage 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'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*)
- 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.
- 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.
- 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

August 31, 2021

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
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DocuSigned by:
Manuel Fuentes
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**LEASE ADDENDUM REGARDING
MOVE-OUT NOTICE**

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC**

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

2. Replacement of Lease Contract language. The language of paragraph 36 of the TAA Lease Contract is entirely replaced by the language of this addendum.

3. Move-out notice. Before moving out, you must give our representative advance written move-out notice as provided below.

Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under the situations provided in paragraphs 2, 9, 17, 23 or 31. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions--even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of

intended move out, provided that all other requirements below are met.

- The move-out date in your notice *[check one]*:
 must be the last day of the month; or may be the exact day designated in your notice. *If neither is checked, the second applies.*
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- If we require you to give us more than 30 days written notice to move out before the end of the lease term, we will give you one written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. For month-to-month leases under such circumstances, you acknowledge that you must give us 30 days move-out notice, but we are not required to give you any additional advance reminder notices.

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

Resident or Residents
[All residents must sign here]

Laura Olson

Owner or Owner's Representative
[signs here]

Date of Lease Contract
August 31, 2021

DocuSigned by:
Laura Olson
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DocuSigned by:
Manuel Fuentes
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LEASE ADDENDUM ADDRESSING CARRYING HANDGUNS ONSITE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, 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 get a license to carry a handgun in either a "concealed" or "open" fashion. However, we may restrict even licensed holders from carrying handguns on our property. If we provide notice of our policy restricting the carrying of handguns, and you do not comply, you will be in violation of the Lease and may be engaging in criminal trespass.
3. **Community handgun carry policy.** Unlicensed persons may not carry a handgun anywhere in the apartment community, other than to transport their handguns between their apartments and their vehicles as long as handguns are not in plain view. 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 license holders to transport their handguns 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 license holders to transport their handguns 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).
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 handguns 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 handguns and will follow them;
 - (c) you will inform all of your occupants or guests what the apartment community's policy or policies concerning handguns 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 handgun 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 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 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

August 31, 2021

Date of TAA Lease Contract

DocuSigned by:

Laura Olson

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DocuSigned by:

Manuel Fuentes

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MORGAN
PEARL LANTANA
CLEANING/REPAIR/REPLACEMENT CHARGE LIST ADDENDUM TO RENTAL AGREEMENT

Property: Pearl Lantana Resident(s): Laura Olson Apt. # █

This document is incorporated into and shall become part of the Rental Agreement between the above Community and Resident dated 08/31/2021

Normal Charges. We do not consider general cleaning of any kind to be a condition of normal wear and tear. Listed below are the specific cleaning, repair, and replacement charges if done by Management.

CLEANING (minimum charges for each if applicable):

Oven:	\$ 25.00	Commode:	\$ 10.00
Range Hood:	\$ 10.00	Switch Plates:	\$ 2.00
Vent Hood:	\$ 10.00	Windows/Sills:	\$ 5.00
Refrigerator:	\$ 10.00	Blinds:	\$ 7.50
Kitchen Floor:	\$ 15.00	Patio Door:	\$ 10.00
Kitchen Counters:	\$ 10.00	Balcony:	\$ 10.00
Kitchen Cabinets:	\$ 20.00	Storage/Utility:	\$ 10.00
Kitchen Cabinets (Face):	\$ 5.00	Computer Desk:	\$ 10.00
Kitchen Drawers:	\$ 5.00	Bookshelves:	\$ 10.00
Kitchen Sink:	\$ 5.00	Vacuum Carpet:	\$ 20.00
Dishwasher:	\$ 10.00	Fireplace (if applicable):	\$ 15.00
Light Fixture:	\$ 2.00	Washer/Dryer:	\$ 7.50
Bath Tub:	\$ 15.00	Vents:	\$ 3.00
Shower/Tile:	\$ 15.00	All Fixtures:	\$ 4.00
Bathroom Sink:	\$ 5.00	Ceiling Fan:	\$ 10.00
Bathroom Floor:	\$ 10.00	Tile Entry:	\$ 15.00
Bath Counters:	\$ 10.00	Cleanout Garage:	\$ 50.00
Bath Cabinets:	\$ 10.00	Ozone Treatment:	\$ T&M
Bath Mirror:	\$ 5.00	Pet Treatment	\$ T&M
Microwave:	\$ 10.00		

REPLACEMENT (flat charges for each if applicable):

Oven Rack:	\$ 20.00	Peep Hole:	\$ 10.00
Burner Coils:	\$ 20.00	Light Fixture	\$ T&M
Drip Pan:	\$ 5.00	Exterior/Interior Door:	\$ T&M
Control Knobs:	\$ 5.00	Patio Door:	\$ T&M
Sink Strainer	\$ 2.50	Screens:	\$ T&M
Grbg Disposal Cover:	\$ 2.50	Window Covering:	\$ T&M
Towel Bar:	\$ T&M	Mailbox Keys:	\$ 25.00
Shower Rod:	\$ 15.00	Door Keys: (per door)	\$ 50.00
Toilet Seat:	\$ 25.00	Vinyl/Linoleum Flooring:	\$ T&M
Smoke Alarm:	\$ 20.00	Garage Door Opener:	\$ 75.00
Outlet Plate:	\$ 3.00	Carport Tag:	\$ 25.00
Switch Plates:	\$ 3.00	Gate Remote:	\$ 75.00
Carpet Replacement:	\$ T&M	Key Fob/Access Device:	\$ 75.00
Broiler Pan/Rack (if applicable):	\$ 25.00	Appliance:	\$ T&M
Fire Extinguisher:	\$ T&M	Valet Trash Can	\$ T&M

GENERAL LABOR (per hour if applicable):

Trash Removal (per bag):	\$ 25.00	Remove Wallpaper:	\$ T&M
Furniture Removal:	\$ T&M	Repair Holes	\$ T&M
Additional Cleaning:	\$ T&M	Countertop Repair:	\$ T&M
General Repair:	\$ T&M	Vinyl/Linoleum Repair:	\$ T&M
Carpet Repair:	\$ T&M	Porcelain Repair:	\$ T&M
Sheetrock Repair:	\$ T&M	Tub Repair:	\$ T&M
Paint Color Change	\$ T&M	Photo Documentation:	\$ T&M
Satellite Dish Removal:	\$ T&M	(if applicable)	

Nothing herein shall be construed as a limitation upon the Management or Agent's right to pursue cause for damages not specifically listed herein. Any other damages or repair will be done on "Time and Materials."

Executed on 08/31/2021

Resident(s) by:
(All Residents must sign)
Laura Olson
Laura Olson

8/31/2021

Date

Date

Date

Date

Date

Date

Date

Owner's Representative:

Date

DocuSigned by:
Manuel Fuentes
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**MORGAN
PEARL LANTANA
COMMUNITY RULES & REGULATIONS**

This agreement entered this 08/31/2021 by and between Pearl Lantana (referred to as "Owner" and Laura Olson (referred to as "Resident").

The purpose of the Community Rules & Regulations is to supplement the terms, Covenants and provisions of the Apartment Lease Agreement (the "lease") executed by Resident or the lease of apartment address 6401 Rialto Blvd # [REDACTED] Austin TX 78735 in consideration of their mutual promises contained herein and in the lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and provisions of these Rules & Regulations. Owner may adopt new policies and rules or amendments to this document upon giving thirty (30) day notice in writing to Resident.

I. ACCESS REMOTE/ACCESS CARD/ACCESS KEY (if applicable)

- 1.) One (1) access remote/access card/access key per lease holder will be issued at move-in. The replacement cost for the access remote/access card/access key is \$75.00 each. Additional access remote/cards are not available for an additional fee of \$75.00 each. Some amenity areas, parking garage entrance and exit gates, building entrance and exits and pedestrian entrances may require an access remote/access card/access key to permit entry or may only require a code. Residents and guests must observe posted signs concerning entering and exiting all parking garages (if applicable). The Owners assume no liability for damage caused to vehicles by the automatic gates (if applicable).
- 2.) All guests must park in Visitor Parking.

II. ACCESS GATE (if applicable)

- 1.) Owner and Management does not promise, warrant, or guarantee the safety or security of resident or his/her personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings. Resident should contact an insurance agent to arrange appropriate fire and theft insurance for their vehicles and other personal property.
- 2.) No security system, courtesy patrol, or access gate can guarantee protection against crime. Access gates are frequently subject to mechanical malfunction, tampering, and damage and can be defeated or avoided.
- 3.) If access gates are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism or even be operational. Therefore, Management does not warrant that any access gates will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any access gates at any time; Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Management.
- 4.) I have read, understand and agree with the above notice. I have received no representations or warranties, either expressed or implied, as to any access gates, or guarantee that the apartment community was or will be free from crime. The responsibility for protecting me, my property, my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.
- 5.) I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that Management shall not be liable to me based upon any claim that security was not provided or access gates failed. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event any access gate is not functional or fails. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.

III. NOISE AND CONDUCT

- 1.) Resident's are asked to observe quiet hours from 10pm-8am. Noise of any kind, including but not limited to; loud voices, all musical instruments, television set, stereos, radios, etc., must be kept at a level that does not disturb your neighbors. Subwoofers and surround sound are often a problem in apartment homes. Should Management receive any complaint you will be asked to remove it. Non-compliance may result in non-renewal or eviction.
- 2.) Serious or repeated damage to your apartment or the common areas is a default for which your lease may be terminated.
- 3.) Smoking is not permitted in apartments. Resident understands and agrees that any damage caused by or related to cigarette, pipe, cigar smoking or any tobacco product shall not constitute ordinary wear and tear. Resident will be responsible for all damages and/or costs for the cleaning or repairing of any damages caused by or related to any tobacco product, including, but not limited to; deodorizing the apartment, sealing and painting walls and ceiling, and repairing or replacing the carpet and/or pad and other flooring.
- 4.) The property facilities are for the exclusive use of the resident and their guest(s). Guest(s) are limited to 2 per lease holder. Resident must accompany their guest(s) at all times. Residents will be given priority over guest(s) for the use of all facilities. Resident shall be responsible and liable for the conduct of his/her guest(s). Acts of guest(s) in violation of this agreement or these rules and regulations may be deemed by Owner to be a breach by resident.
- 5.) Resident agrees to abide by rules and regulations established for use of recreational, health and service facilities provided by Owner.
- 6.) Entrance, walks, lawns and other public areas shall not be obstructed. Recreational equipment and toys such as tricycles, skateboards, roller skates/blades, scooters, wagons, etc. will be of size and quantity to permit storage inside the apartment or on enclosed patios, if such is available. The use of these items will not be permitted on community streets, walkways or parking lots.
- 7.) Any persons under the age of 16 must be accompanied by a parent or guardian at all times and is not permitted to be in any of the common area facilities without supervision.
- 8.) Resident shall not display any signs or markings of any kind on apartment.
- 9.) Any disruptive behavior, including noise complaints, will result in action including temporary or permanent suspension of the use of the facilities, issuance of a Three-Day Notice to Comply or Quit, and/or eviction proceedings at the sole discretion of management.
- 10.) No yard, garage, tag, or rummage sales are permitted at any time or place in the community.
- 11.) Resident shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, occupants, guests, invitees, or directed at management, its agents, its employees or vendors.
- 12.) Residents shall not keep or feed stray domestic animals in their apartments or anywhere in the community and must immediately report all strays to management.
- 13.) Conducting any kind of business in the apartment or community (except Live/Work and Retail units subject to business permit restrictions) is prohibited except that business conducted in a home office by computer, mail, telephone, e-mail or fax is permissible if customers, clients, patient or other business invitees do not come to the apartment for business purposes.
- 14.) Hallways, entrances, breezeways, stairways, garages, or any other common areas shall not be obstructed in any way or used for any purpose except as access to and from apartments. Storage of any items in these areas may represent a fire or building code violation and is not permitted.
- 15.) All doors and gates must be closed and locked at all times. If you or your guests fail to protect the door and/or gate and its associated hardware during move in, move out or entry and exit onto the property, you will be subject to damage charges, a fine of T&M and a lease violation.
- 16.) Resident shall not leave bicycles, strollers, toys, wagons, shopping carts, old furniture, clothing, brooms, mops, garbage cans, wood, newspapers or any other items in hallways, entrances, breezeways, sidewalks, stairways, patios/balconies or other common areas even for short periods of time.
- 17.) Residents shall conduct themselves, family, guest(s) and other persons who are in or near the apartment with resident's consent to conduct themselves in a manner which will not 1) violate any Federal, State or local law, rule, regulation or authority. 2) Disturb, in management's sole judgment, the rights, comfort, privacy, or convenience of other residents in their apartments or of other persons in or near the apartment community; or 3) injure, in management's sole judgment, the reputation, safety or desirable social environment of the apartment community.
- 18.) Unless otherwise instructed by apartment rules or notices, in freezing weather (if applicable) resident shall, for 24 hours a day until such freezing weather ends do the following: 1) keep the apartment heated to at least 50 degrees; 2) keep all cabinets and closet doors open and 3) run a light stream of water out of all hot and cold water faucets.

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IV. CLEANLINESS AND TRASH

- 1.) Residents acknowledges receipt of the trash addendum (if applicable), which is hereby incorporated as part of the Lease. Resident further acknowledges that owner has reviewed all of the above provisions with the Resident and that Resident understands and agrees to abide by all such provisions. Resident further understands that failure to abide by said provisions shall constitute a material breach of the Lease, and may result in termination of the Resident's tenancy as provided in the lease and/or by law.
- 2.) Trash chutes/dumpster/trash compactors (if applicable) are located on the property. Trash is not to be left at entrances, hallways, patios, breezeways or common areas at any time. If you are found in violation of these criteria, you may be charged up to \$25.00 per bag for removal.
- 3.) The apartment must be kept clean, sanitary and free from objectionable odor. Resident must not affect the health or safety of an ordinary tenant and whose tenancy would constitute a direct threat to the health and safety of other individuals or whose tenancy would result in substantial physical damages to the property of others.
- 4.) No littering of papers, cigarette butts or any other trash is allowed around the apartment or in any common areas. No trash or other materials may be allowed to accumulate in or around apartment, or in any of the common areas, which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 5.) No goods or materials of any kind or description, which are combustible or would increase fire risk shall be taken or placed in or around the apartment, common area, HVAC/water heater closet, trash chute/dumpster/trash compactors or storage area (if applicable). Owner shall not be liable to Resident for any loss or damage to Resident's personal property as a result of any unauthorized placement or storage. Further, Resident shall be solely liable to any third parties, including but not limited to Owner, for any loss or damage to real or personal property belonging to third parties as a result of such unauthorized placement of storage.
- 6.) Resident shall not cause or permit the escape, disposal, or release of any biological chemical or other hazardous substance, or material on or in the apartment or apartment complex.
- 7.) Patios and balconies shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, boxes, mops, brooms, or other unsightly items shall be stored, hung, or draped on railings or other portions of the balcony or patio. Management has the right to refuse any belongings other than approved patio furniture and plants from all patios or balconies. Only Management approved door mats are allowed to be used at any and all door entrances. Any violations are subject to fine and management removal. No motorcycles or bicycles are allowed to be parked on patios.
- 8.) Moving boxes should not be left at entrances, hallways, patios, breezeways or common areas at any time. Boxes should be broken down before discarded into trash dumpsters or at other places designated by Management.
- 9.) Items too large for the trash chutes/compactors/dumpsters (if applicable) MAY NOT be left beside the trash chutes/compactors/dumpsters (if applicable). The resident should dispose of such items.
- 10.) All white blinds must remain on windows to present a uniform appearance. Drapes or shades installed by resident, when allowed, must be lined in white and present a uniform exterior appearance. No foil, flag, signs, exterior lights, markings, awnings or other projections shall be displayed or attached to the inside or outside of the building of which apartment is a part. Holiday decorations may be displayed, but must be removed within two weeks of the holiday.
- 11.) Recycling efforts are strongly encouraged of each resident to help in abiding with the City's Recycling Program.
- 12.) Valet Trash (if applicable) is provided for the residents from 6pm-8pm. Trash containers are provided and must be set outside your doors between Sunday-Thursday. All trash must be securely tied and in bags. Collection starts promptly at . Any containers that are not out during the posted collection times will not be picked up on that night. After collection, residents are required to bring containers inside by on the following morning. If container/trash is left out for any reason during non-designated times, you will be subject to a violation and a \$25 fine. Any container that is left outside before these hours will result in a \$25.00 fine. If the problem persists beyond the violation, the valet service will be terminated and disposing of trash will become the resident's responsibility. The replacement cost is \$25.00 for damaged or lost containers. Failure to pay the monthly trash service by the 3rd of the month can result in a 5% late fee. Failure to pay the monthly trash service and all accrued late payment charges for any two (2) consecutive months shall constitute a default under the Rental Agreement whereby the Owner may terminate the tenancy under the Rental Agreement.

V. RENT

- 1.) Rent is due on the first of every month. If the total monthly rent payment and charges is not received by the office by the 3rd of the month, you will be obligated to pay the late fee(s) per the lease agreement. Owner may terminate the lease if the resident is chronically late with rent payments. Chronically late payments are defined as paying rent after the due date on three or more occasions during occupancy. Personal checks will not be accepted after the 3rd of the month.
- 2.) All returned checks will be subject to a returned check fee of \$50.00 plus all accrued late fees. Payment for the NSF can only be accepted in certified funds. If management receives two returned checks during the lease term, all future payment must be made with certified funds.
- 3.) Cash is never accepted.

VI. PERSONAL SAFETY TIPS

- 1.) Security is the responsibility of each Resident and each guest. Owner and Owner's agents disclaim any implied or expressed warranties of security. Resident must take full responsibility of his/her own safety.
- 2.) Resident should ensure that all doors and windows are locked during resident's absence. Owner strongly urges resident to keep all doors and windows locked while resident is inside the apartment. Resident shall always call the local law enforcement agency whenever Resident is in need of security service; do not contact the management office. In the event of an emergency, call "911".
- 3.) Resident shall refrain from smoking in bed.
- 4.) Resident acknowledges that all smoke/carbon monoxide detectors are in good working order upon move in. Resident agrees that it is Tenant's duty to regularly test the smoke/carbon monoxide detectors and notify Owner in writing of any problems, malfunctions, defects or failure of the smoke/carbon monoxide detector. Resident is responsible to replace the smoke/carbon monoxide detector battery, if any, at anytime the existing battery becomes unserviceable. Tenant acknowledges and agrees to assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related the operation, malfunction, or failure of the smoke/carbon monoxide detector(s).
- 5.) Resident shall check door and window latches to be certain they are working properly and report any problems to management immediately for repair.
- 6.) If resident witnesses or suspects that a crime is occurring, resident must notify local law enforcement authorities.
- 7.) Lock out service is only provided during regular business hours at no charge. The property does not provide after hours lock out service. Residents are required to contact a locksmith for after hour lock out service. Proper photo identification will be required at the time of lock out. For your protection, no exceptions will be made.
- 8.) Lock changes are at the Resident's sole request for a charge of \$T&M per lock, (if applicable).

VII. MAINTENANCE, REPAIRS AND ALTERATIONS

- 1.) Owner has the right to enter an apartment for preventative maintenance with appropriate notice or emergency purposes without appropriate notice.
- 2.) Resident shall report any sagging, warping, leaking, cracking, staining, holes or water accumulation related to the ceiling or floor to the management immediately upon noticing.
- 3.) No nails, screws, or adhesive hangers, except standard picture hooks, shade bracket and curtain rod brackets may be placed in walls, woodwork, or any part of apartment. No drilling or installing hooks, nails or other hardware in the ceiling. Resident is responsible for the removal of all nails and patching of any holes prior to vacating the apartment.
- 4.) Resident shall make no alterations or improvements to the exterior or interior of the apartment without the written permission of the Owner.
- 5.) Resident shall not allow any hair, thread, strings, rags, sanitary napkins or rubbish of any kind to enter drainage or waste pipes of the apartment. Any damage caused by the entry of one or more of such items into the drainage or waste pipes of the unit shall be resident's responsibility.
- 6.) Resident is prohibited from adding, changing or in any way altering the locks and latches in the apartment without written permission from the Owner.

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- 7.) Resident agrees to inspect and test all door and window locks and latches in the apartment during lease and shall immediately notify management in writing if any lock or latch fails to operate properly, if there is any change in the condition of any lock or latch, or in need of additional locks.
- 8.) Resident is responsible for properly maintaining the appliances in the apartment and using the appropriate cleaning products to maintain the quality of the appliances and countertops.
- 9.) Defacing or altering of the buildings, sidewalks, driveways, landscaping, etc., will be cause for immediate eviction.
- 10.) After office hours, maintenance is on call for emergencies only.
- 11.) Owner will furnish operable light bulbs in fixtures and batteries in smoke/carbon monoxide detectors at the time the Resident takes possession of the unit. During residency, the Owner shall be responsible to replace appliance bulbs only. All light bulb purchases shall not exceed the manufacturer's suggested wattage rating for the fixture. At the time of move out, all missing or inoperable bulbs will be charged at time plus materials as defined on the Cleaning/Charge Addendum.

VIII. PETS

- 1.) Resident acknowledges receipt of the Animal Addendum, which is hereby incorporated as part of the Lease. Resident further acknowledges that Owner has reviewed all of the above provisions with the Resident and that Resident understands and agrees to abide by all such provisions. Resident further understands that failure to abide by said provisions shall constitute a material breach in the Lease, and may result in termination of Resident's tenancy as provided in the Lease and/or law.
- 2.) At maturity, the pet's weight may not exceed N/A lbs. with restrictions on all aggressive breeds including, but not limited to the following breeds: Pit Bulls; German Shepherds; Rottweiler's; Staffordshire Terriers; American Bull Dogs; Dobermans; Wolf Mixes; Chows; Akitas and any mixes thereof. No pets under 1 year of age will be permitted. Proof of age is required.
- 3.) Resident must pay an additional security deposit of \$ of which \$300 is non-refundable. Each additional pet requires an additional security deposit of \$ and \$300 is non-refundable. The cost of any necessary repairs due to pet damage will be deducted from the deposit. Cost exceeding the deposit amount will be billed to the resident. A pet rent of \$20.00 per pet will be charged each month.
- 4.) No more than 2 pets allowed per apartment are permitted.
- 5.) Pets are never allowed to be tied up outside the apartment (i.e. balconies, patios, hallways, common areas, clubhouse, etc.) ALL PETS MUST BE ON A LEASH WHEN THEY ARE OUTSIDE. Pets are never allowed in the pool or clubhouse areas.
- 6.) As a courtesy to other residents, pets are to be walked on the outer perimeters of the property or in pet designated areas. You are responsible for picking up after your pets. Pet stations are provided throughout the property for your convenience. If you fail to pick up after your pet, you are subject to a \$300.00 fine.
- 7.) All residents must register their pet(s) and obtain management's permission, pay applicable deposits and pet fee/rents, sign an animal agreement and provide management with a pet photo and applicable certification of your pet(s) licensing and/or health prior to the pet(s) occupying the premises. Any unauthorized pets will subject the resident to rental penalties and/or eviction. Even a "visiting" pet, when allowed, must have management's prior written approval and is subject to a pay a Pet Deposit/Fee.
- 8.) Resident represents that the pet is a domesticated dog, cat or bird and is not vicious and of aggressive breed, and has not bitten, attacked, harmed or menaced anyone in the past.
- 9.) Resident is responsible for pet(s) at all times including but not limited to excessive barking or other noise caused by pet(s).
- 10.) Bark Park (if applicable) is for the enjoyment and courtesy of our pets/animals only. To enter Bark Park, a code may be necessary, given by Management and subject to change with appropriate notice. All rules and regulations concerning animal conduct are presented in the Animal Addendum. Use Bark Park at your own risk.

IX. PARKING/TRAFFIC RULES

- 1.) All vehicles, including motorcycles must be parked in the parking spaces provided. Vehicles parked in driving lanes, along painted curbs, along sidewalks, blocking other vehicles or any other place not designated for parking may be towed immediately, without further notice, at the vehicle owner's expense. Vehicles may not make excessive noise. Determination of "excessive" is left entirely to the sole discretion of management.
- 1.) Residents and guests may not store and/or park any trailer, mobile home, camper, camper cab, boat, or any other recreational item or vehicle, commercial or public vehicle, mini-bike, go cart, or off-road vehicle on the premises.
- 2.) Vehicles may not be washed or repaired on the property unless specifically allowed in a designated area. This includes changing oil, adjusting the brakes, and installing stereos or any minor repairs. Any leaks of oil, transmission fluid, etc. must be cleaned up by the owner to prevent damage to pavement. If management has to clean up any such spills, the car's owner will be charged accordingly.
- 3.) Car/Vehicle covers are prohibited.
- 4.) No junk cars, unlicensed or inoperative vehicles are permitted on the property.
- 5.) The speed limit throughout the community is 10 mph. All city traffic laws will apply. Failure to observe speed limit and/or endangerment to pedestrians, animals or cars may result in immediate eviction.
- 6.) In addition to the foregoing, Owner reserves the right to tow any vehicle in accordance to state statutes.
- 7.) Roller-skates/blades, skateboards, bicycles, etc. are not allowed in the parking lot area.
- 8.) Owner may impose additional parking regulations, including limiting the number of vehicles that you or your guests may park on the premises; requiring the use of tags on vehicles, and/or assigning parking spaces.
- 9.) All vehicles parked in parking garage/carport/reserved spaces (if applicable) must have a valid parking decal/tag visible in the front window and be registered with Management. Depending on the property, unpermitted vehicles may be permitted in specific locations within the parking garage or property as defined in the Parking Addendum. All other vehicles are subject to tow without notice at owner's expense. Registration of all Visitors and Resident vehicles may be required.
- 10.) Management will charge \$25.00 for replacement of each parking decal/tag (if applicable). Parking decals not returned at move out will also be subject to a replacement charge.
- 11.) Vehicles that are not attended to when an alarm is sounding off with-in one hour are subject to be towed at owner's expense.
- 12.) All guests must park in the designated guest/visitor parking areas.
- 13.) Parking in "Reserved" spaces designated for the Leasing Center and for Retail customers during office hours are prohibited and subject to tow (if applicable).

X. COMMUNITY FACILITIES

- 1.) General
 - A. Smoking, confetti, candles, alcoholic beverages, pets and any disturbing behavior are not permitted in the community facilities.
 - B. Guest and persons under the age of 16 must be accompanied by an adult resident at all times.
 - C. Shirts and shoes must be worn in the clubhouse, leasing office and all indoor amenity areas. Sitting on furniture wearing a wet swimsuit or suntan oil is prohibited.
 - D. Guest(s) must be accompanied by Resident at all times.
 - E. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event an amenity is not functional, is altered, or unavailable. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.
 - F. Management reserves the right to reduce, modify or eliminate any access to amenities at any time. Furthermore, Management reserves the right to alter this policy and the amenities at any time. Resident(s) agrees that such action shall not be a breach of any obligation or warranty on the part of Management.
- 2.) Media Room and/or Movie Theater (if applicable)
 - A. Based on the property, these rooms may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$N/A and \$N/A deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
 - B. These room hours are N/A.
 - C. Based on the property, these rooms cannot be reserved on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
 - D. Red liquids are not permitted in these areas at any time.

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- E. These rooms may be open during office hours or may require reservations be made through the office during office hours.
- 3.) Conference Room (if applicable)
- The Conference Room may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$N/A and \$N/A deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
 - The Conference Room hours are N/A.
 - The Conference Room cannot be reserved on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
 - The Conference Room may permit access during business hours or may require reservations be made through the office during office hours.
- 4.) Business Center, E Lounge, Internet Cafe and/or Internet Lounge (if applicable)
- Resident(s) agree to use the business center at Resident(s) sole risk and according to the Community Rules.
 - The hours for these locations are posted at each location.
 - The coffee bar (if applicable) is available during the posted hours only.
 - Resident(s) may receive and send outgoing faxes from the fax machine (if applicable). Outgoing long distance faxes will require a calling card number. Faxes sent from Management's fax machine are subject to a charge per page (posted).
 - Owner is not responsible for data, files, programs or any other information lost or damaged on the Business Center computers or in the Business Center for any reason.
 - No software may be loaded on the Business Center computers without the prior written approval of Management.
 - No inappropriate, offensive or pornographic images or files (in the sole judgment of the Owner) will be viewed or loaded onto the Business Center computers at any time.
 - Resident(s) will limit time on the computers to 30 minutes if others are waiting to use them.
 - Red liquids are not permitted in these areas at any time.
 - If reservations are permitted in these locations, the reservation must be made through the office during office hours.
- 5.) Game Room, Sports Lounge, Community Lounge and Club Rooms (if applicable)
- Based on the property, these areas may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$100.00 and \$500.00 deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
 - These room hours are posted.
 - Based on the property, these rooms cannot be reserved (if applicable) on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
 - Red liquids are not permitted in these areas at any time.
 - These rooms may be open during office hours or may/may not require reservations be made through the office during office hours.
- 6.) Fitness Center, Health Club, The Spa and Sports Court (if applicable)
- To access the fitness facility or sport court, an access remote/card/code may be necessary.
 - The fitness facility hours are 24 hours.
 - Resident(s) must accompany guests (if permitted) and no glass, smoking, alcoholic beverages and pets are permitted in the fitness facility.
 - Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous. Further, users assume responsibility for any damage to, or loss of equipment while in their possession.
 - Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
 - Resident(s) shall consult a physician before using any equipment in the fitness facility and before participating in any aerobics or exercise classes (if applicable), and will refrain from such use or participation unless approved by Resident's physician.
 - Resident(s) will keep the fitness facility locked at all times during Resident's visit to the fitness facility.
 - Appropriate clothing is to be worn at all times.
 - Persons under the age of 16 must be accompanied by an adult.
 - Resident(s) and guests will adhere to the rules and regulations posted in the fitness facility and Management policies.
 - All fitness equipment/towels are to remain in the fitness facility and not to be removed at any time.
 - The fitness facility is not supervised. Resident(s) are solely responsible for their own appropriate use of the equipment. Management cannot be responsible for the safety of residents and their guest(s). Exercise at your own risk.
 - The Sports Court may require reservations be made through the office during office hours (if applicable). The hours are N/A.
- 7.) Tennis Court (if applicable)
- The hours are N/A.
 - Proper attire is required. Shoes without rubber soles are prohibited.
 - Owner's and their representatives are not liable for any illnesses or injuries resulting from use of said equipment.
 - No skateboarding, bicycles or rollerblading is allowed on the court.
- 8.) Volleyball Court and/or Basketball (if applicable)
- The hours are N/A.
 - Proper attire is required.
 - No loud stereos or radios allowed.
- 9.) Bark Park (if applicable)
- Bark Park is for the private enjoyment of the pets/animals registered with Management only.
 - The hours are 24 hours.
 - To enter Bark Park a code may be necessary, given by Management and subject to change with appropriate written notice.
 - Resident(s) and pets/animals will adhere to the rules and regulations posted at Bark Park and on the Animal Addendum.
 - Pets/animals must be leashed, wearing a license and in your custody at all times.
 - Pets/animals must be current on all vaccinations and be free of contagious disease and/or parasites.
 - Please dispose of your pets/animals waste in the provided pet waste receptacles.
 - Dogs in heat are prohibited from Bark Park.
 - Use Bark Park at yours and your pet/animals own risk.

XI. POOL AND SPA

- Pool/Spa hours are posted at the pool.
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- To enter the pool area, a code, key, fob or card may be necessary. Management reserves the right to change the code or access permissions with proper notice.
- Management reserves the right to require and check wristbands, pool permits, fobs and/or government identification in order to authorize access or allow you and your guest(s) to occupy the Pool/Spa area. You are subject to a replacement cost of \$N/A per wristband/pool permit in the event of damage or loss.
- Persons under the age of 16 must be accompanied by an adult.

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- 6.) The pool is reserved exclusively for the use of Residents. Guests must be accompanied by Resident. No more than 2 guest(s) should be invited per leaseholder.
- 7.) No glass, pets, smoking or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- 8.) No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash and keeping pool gates closed.
- 9.) No toys, large inflatable or their objects will be allowed in pool.
- 10.) No lifeguard will be on duty unless by local ordinances. Owner assumes no responsibility for accident or injury, and is not responsible for articles lost, damaged or stolen. Residents and their guests must abide by all rules posted in or around the pool area and should observe any warning signs placed in or around the pool area. Residents should not swim alone.
- 11.) Proper swimming attire is required at all times. No thongs, t-backs or cut offs are allowed.
- 12.) Persons are not allowed in the pool or spa with diapers. No diaper changing will be allowed in the area surrounding the pool and spa.
- 13.) The pool and spa are not allowed for private parties. A fine and violation may apply.
- 14.) Do not soak in the spa for more than 15 minutes in one sitting. Persons using the pool and spa do so at their own risk.
- 15.) Resident must notify Owner any time there is a problem or safety hazard at the pool.

XII. FIRE HAZARDS

- 1.) Residents and guests will adhere to the community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- 2.) No person shall knowingly maintain a fire hazard.
- 3.) Resident(s) under the age of 16 must be accompanied by an adult at all times. No one under the age of eighteen (18) may operate the BBQ/Fireplace/Fire Pit at any time.
- 4.) This community does not permit gas grills on the patios/balconies. Gas Grills, gas BBQ's and any other outdoor cooking or open flame devices will be placed a minimum of N/A feet from any building. No charcoal BBQ's are permitted. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- 5.) Only firewood is permitted in wood burning fireplaces/fire pits. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold. No wood is permitted in gas fireplaces/fire pits.
- 6.) Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- 7.) No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- 8.) Resident(s) are solely responsible for fines and penalties caused by their actions in violation of local fire protection code.
- 9.) Resident(s) and their guests shall not use the HVAC closet (i.e. air conditioning handler unit) and/or water heater closet as storage. The air conditioning handler unit closet door must be kept free of any blockage that would not allow proper air flow and therefore impede the normal function of the air handler. Any damage to the air handler that may occur as a result of improper usage of this closet or the storage of items in the air conditioning handler closet will be considered a lease violation. Residents will be responsible for any damages and/or repair costs associated with the use of this closet for improper storage and the items contained within.
- 10.) Resident acknowledges that a Fire Extinguisher has been provided in the unit showing a charge and a minimum rating of 1-A, 10-B: C (if applicable) or has been notified of the location of the nearest fire extinguisher in the building (if applicable). Owner neither makes, adopts nor assigns any warranty of any nature regarding the Extinguisher and expressly disclaims all warranties of fitness for a particular purpose, merchantability or habitability or any and all other expressed or implied warranties. Resident acknowledges that the Owner is not liable for damage or loss to any person or property caused by: Residents failure to inspect or maintain the Extinguisher applicable by law, residents failure to notify the Owner or Owner's failure to cure any problem, defect malfunction or failure of the Extinguisher, unless otherwise required by law and theft of the Extinguisher. Resident will comply with all standards applicable to the location and placement of the Extinguisher in the unit including the standard adopted by the Local Fire Dept. stating that the Extinguisher should be at the kitchen entryway, accessible and no closer than five feet from the cooking appliance and the resident knows how to use the Extinguisher in case of a fire and will comply with all manufacturers operating standards, guidelines and instructions with respect to the use, maintenance and operation of the Extinguisher. Tenant acknowledges and agrees to assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction, or failure of the Extinguisher including replacement. In the event that Resident has any concerns or questions regarding fire safety, Resident agrees to call the local fire dept to ask the appropriate questions. In the event of an emergency, Resident agrees to call "911".

XIII. MISCELLANEOUS

- 1.) Insurance coverage maintained by Owner does not protect residents from loss of personal property by theft, fire water damage, etc. Each resident is required to obtain renter's insurance protecting his personal property and provide proof of coverage with a minimum coverage of \$100,000 Personal Liability Insurance. Resident is urged to mark all valuables with identifying numbers or symbols.
- 2.) If someone is to enter Resident's apartment during Resident's absence, resident must give Owner permission in writing to release a key.
- 3.) If Resident desires to transfer from one apartment to another during their tenancy, the resident must follow terms and conditions listed in the Transfer Agreement.
- 4.) Resident shall notify management in writing of any anticipated extended absence from the premises in excess of seven (7) days no later than the first day of the extended absence
- 5.) Smoking is prohibited in elevator(s) and all common areas.
- 6.) All residents with bistro sets and their balconies will assume liability and responsibility for any damages to, or loss of the property while in your possession.
- 7.) Water Beds and other water furniture are not permitted without prior written permission of the Owner.
- 8.) You must complete a satellite addendum and abide by its terms prior to installation or use. It is not permitted on any parking area, roof, exterior wall or building, window, windowsill, fence or common area. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 9.) Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Resident's apartment several times a year and as needed to prevent insect infestation. Owner will notify Resident's in advance of extermination in Resident's apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Resident will be responsible to prepare the apartment for extermination in accordance with the Owner's instruction. Residents must request extermination treatments in addition to those regularly provided by the Owner in writing. Residents agree to perform the tasks required by Owner, per the instruction, on the day of the interior extermination to ensure the safety and effectiveness of the extermination. The buildings and common areas are serviced on a rotating schedule.

XIV. Photographs, Digital Images, Video

Residents agrees to allow owner, management and their respective subsidiaries, media contacts, associated press, and vendors the right to record the image and/or voice or the resident, and grants owner and management all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever unless prohibited by law. You hereby release owner, management and their respective subsidiaries, media contacts, associated press and vendors all rights to exhibit this work in all media including and not limited to electronic from publicly or privately. You waive any rights, claims or interest you may have to control the use of your or your occupants', guests' or invitees' identity or likeness in the sound, still or moving images and agree that any still described herein may be made without compensation or consideration to you, your occupants, guests or invitees.

XV. Group E-Mail and Text Communication

In the event you provided an email address or cell phone number to us, we may send important announcements via e-mail and/or text such as an emergency water shut off, change in office hours, etc. In addition, you may receive other promotional community messages, such as resident satisfaction surveys, surveys, resident referral messages, and various resident service reminders from our team via text or email. If you do not want to be included in group messages via e-mail or text, you may opt out of receiving future group correspondence in this manner.

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XVI. Automate Electronic Payment

In the event your community uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day. Automated electronic payments include ACH transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System. There are advantages for you in paying your rent via automated electronic payments, including:

- Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check;
- No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account;
- Greater security since there is little or no chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
- Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

Electronic check conversion is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at the time you make a purchase. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

XVII. Short-Term or Vacation Rental Service

The use of short-term or vacation rental service or any other similar short-term service shall be strictly prohibited, and shall be a material violation of the terms of the lease. All occupants must be named on the lease; as well, all persons over the age of 18 who occupy the apartment for any length of time must be screened and approved by the management. Authorized guests shall be exempt from the screening and occupant naming requirements, but no person in any short-term/vacation rental shall be deemed to be an authorized guest.

I/We the undersigned have read understand and will comply with all of the Rules and Regulations listed above. I/We further understand that failure to comply with these Rules and Regulations may result in temporary or permanent suspension of use of facilities, issuance of a Three Day Notice to Quit or Comply, or eviction at the sole discretion of Management.

THIS IS A BINDING LEGAL DOCUMENT, READ ENTIRE CONTRACT AND ANY ADDENDUMS BEFORE SIGNING.

Resident(s):
(All Residents must sign)

_____	_____
_____	_____
_____	_____

Owner or Owner's Representative:

Owner's Representative

DocuSigned by:
Laura Olson
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DocuSigned by:
Manuel Fuentes
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**MORGAN
PEARL LANTANA
FITNESS CENTER AND SPORT COURT ADDENDUM**

This Addendum ("Addendum") dated 08/31/2021 is made a part of the Rental Agreement ("Lease") dated 11/02/2021 between PEARL LANTANA Apartments "Owner/Agent" and Laura Olson "Resident regarding the premises located # [REDACTED] ("the Unit")

The undersigned hereby requests permission to utilize the athletic and exercise facilities and equipment (the "Facilities") provided by Morgan Group Property Management, LLC for (the "Apartment Complex"). I have inspected the Facilities and am aware that use of the Facilities involves certain risks of injury. In consideration of the permission granted to me to use the Facilities, I assume the risk of any and all accidents, illnesses and injuries of any kind, including death, which may be sustained by me by reason of or in connection with my attendance at or use of the facilities. In addition, I agree that none of the Apartment Complex or any of its owners, owners' successors or assigns, officers, agents representatives or employees shall be liable or responsible for or on account of any such accident, illness, injury or death regardless of whether caused by the negligence, wrongful acts, omissions or breach of warranty of any of them regardless of whether strict liability would otherwise be applicable, and I release, discharge and absolve the Apartment Complex and its owners, owner's successors and assigns, officers, agents, representatives and employees from any and all liability and responsibility for or on account of any such accident, illness, injury or death.

I hereby covenant and agree to indemnify and hold harmless the Apartment Complex, its owners, owner's successors and assigns, officer's agents, representatives and employees from any and all losses, costs, claims, damages, injuries or liabilities, whatsoever, whether or not based on negligence, wrongful acts, omissions, breach of warranty or strict liability, arising out of or in any way connected with my use of the Facilities. I do hereby state and represent that under no circumstances will I take or allow or cause any action whatsoever against the owners, owner's successors and assigns, officers agents, representatives, employees or operators of the Facilities to recover money damages or other compensation or obtain any other remedy resulting from my use of the Facilities of the Apartment Complex. I agree to abide by all rules and regulations governing the use of the Facilities and all directories of the Apartment Complex staff.

I expressly state that I have read, understand and am familiar with this document and all its provisions and that I have full knowledge of the nature and extent of the risks incident to an inherent in my use of the Facilities. I hereby voluntarily and knowingly assume those risks and I understand that I will be solely responsible for any injury, loss or damage, including death, which I may sustain while using the Facilities and that by this release, I relieve the Apartment Complex and its owners, owner's successors and assigns, officer's agents, representatives and employees from any and all liability for such injury, loss, damage or death. I expressly state that I am in good health and that I have no physical limitations which would preclude my safe use of the Facilities. I am at least 18 years of age and otherwise legally competent to sign this release. This release shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. I understand that by signing this release, I give up any right to bring a court action to recover compensation or obtain any other remedy for any injury to myself or my property, or for my death, however caused, arising out of my use, now or in the future, of the Facilities of the Apartment Complex or while participation in any event, lesson or **I HAVE READ AND UNDERSTAND THIS RELEASE AND THAT I DO ADOPT IT IN ITS ENTIRETY.**

Executed on: 08/31/2021

Resident(s):
DocuSigned by:
(All Residents must sign)

Laura Olson

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Laura Olson

8/31/2021

Date

Date

Date

Date

Date

Date

Date

Owner's Representative

Date

**MORGAN
PEARL LANTANA
RESIDENT SERVICE RELEASE OF LIABILITY ADDENDUM**

For and in the consideration of **Pearl Lantana** ("Owner") offering a convenience to the Residents of Apartment No. [REDACTED] hereby Resident Services (if applicable), including but not limited to Dry Cleaning Services, Pest Control and Wi-Fi Services are provided to the Residents, the Undersigned agrees to the following:

- 1.) Neither Owner, Owner's managing agent ("Manager") nor their respective agents, contractors or employees are responsible or liable for any loss, damage or injury that Resident might sustain as a result of any Resident Services provided to Resident by Owner, Manager, their respective agents, contractors or employees. Resident agrees that Resident on behalf of Resident or Resident's family, guests or other occupants, shall never make demand upon, look to, institute or prosecute suit against Owner, Manager, or any of their respective agents, contractors, employees representative, their heirs, successors or assigns, for damages, costs, loss of personal property, damage or personal injury as a result of or arising out of any Resident Services provided by Owner, Manager, their respective agents, contractors or employees.
- 2.) Resident hereby releases, indemnifies and holds harmless Owner, Manager and their respective agents, contractors, and employees from and against any and all claims, causes of action, demands, costs or expenses, including court costs and attorney fees, arising out of or in any way related to any and all Resident Services provided to Resident to by owner, Manager and their respective agents, contractors and employees at **Pearl Lantana**.
- 3.) In the event that the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control.

Executed on: 08/31/2021

Resident(s):
DocuSigned by:
 (All Residents must sign)
Laura Olson
C778744A12B34C9...
 Laura Olson

8/31/2021

Date

Date

Date

Date

Date

Date

Date

Owner's Representative:

Date

DocuSigned by:

Manuel Fuentes

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**MORGAN
PEARL LANTANA
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

This Electronic Package Delivery Addendum is attached to and becomes a part of the Lease Contract for Apt. No. [REDACTED] in the Pearl Lantana Apartments located at 6401 Rialto Blvd in Austin, TX (“Apartments”).

Whereas, the Apartments do not accept packages and deliveries on your behalf, or on behalf of any other Resident;

Whereas, the Apartments offer electronic package delivery service through a third-party vendor, Parcel Pending, LLC (“Parcel Pending”), and Resident has elected to utilize the electronic package delivery service offered by Parcel Pending to receive its packages and deliveries at the Apartments and further agrees to the following:

1. Resident acknowledges that the Apartments do not, and will not accept, packages or deliveries by or on behalf of Resident, or on behalf of any other occupant, family, guest or invitee of Resident. Resident agrees to notify all of its occupants, family, guests and invitees that the Apartments do not, and will not accept, packages or deliveries by or on behalf of Resident, or on behalf of any other occupant, family, guest or invitee of Resident.
2. Resident agrees to sign-up and register with Parcel Pending at www.myparcelpending.com and pay all fees associated with same to receive packages and deliveries at the Apartments solely through Parcel Pending’s lockers located at the Apartments. All packages will be delivered to the Parcel Pending lockers located at the Apartments. Oversized packages, as determined by Parcel Pending, will be returned to the courier hub. Resident agrees to assume all risks of loss, delay and damage and maintain the appropriate levels of insurance in the event that Resident has any packages delivered to the Parcel Pending lockers.
3. Resident acknowledges that the Apartments have no control over Parcel Pending, its website or the processing of any orders, shipments, packages or deliveries through Parcel Pending. Resident further acknowledges that the Apartments have no control over the Parcel Pending lockers located at the Apartments. The Parcel Pending lockers are controlled solely by Parcel Pending and the Apartments cannot grant access to the lockers, cannot provide codes to access the lockers or provide any way of accessing any items contained within the lockers. **Access to the lockers can only be acquired through Parcel Pending**. Further, should Parcel Pending’s website fail, or the code that is provided to you by Parcel Pending not work, you acknowledge and that the Apartments have no way of providing you with any access codes and you agree to look solely to Parcel Pending to resolve the issue and provide you with a working code.

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**MORGAN
PEARL LANTANA
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

4. Resident is solely responsible for picking up any packages delivered to the Apartments and may be subject to pay storage fees, as required by Parcel Pending, if packages are held in the Parcel Pending lockers beyond the allowable time frame per the terms of the agreement with Parcel Pending. Should Resident incur additional fees with Parcel Pending, Resident acknowledges and understands that the Apartments have no way of reducing, waiving or altering the fees assessed by Parcel Pending. Further, Resident acknowledges and understands that the only way to access the lockers is to pay Parcel Pending directly for any and all fees, costs and expenses it alleges are due and owing.

5. RESIDENT, ITS OCCUPANTS, FAMILY, GUESTS AND INVITEES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE APARTMENTS, THE APARTMENTS' OWNER, THE MANAGING AGENT AND ENTITY FOR THE APARTMENTS AND THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, RELATED ENTITIES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEBTS, DEMANDS, ACTIONS, CAUSES OF ACTION (AT LAW OR IN EQUITY), LAWSUITS, DELAYS, DAMAGES, INJURIES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURIES, DAMAGES, ATTORNEY'S FEES, COSTS, DELAYS, LOST WAGES, PAIN AND SUFFERING, MEDICAL EXPENSES, POSSIBLE FUTURE MEDICAL EXPENSES, OR OTHER EQUITABLE OR COMMON LAW RELIEF FOR ANY CAUSES OF ACTION, OBLIGATIONS, CONTRACTS, TORTS, OR SUIT, OF WHATEVER CHARACTER, FIXED OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED, ARISING OUT OF OR IN ANY WAY RELATING TO THIS ELECTRONIC PACKAGE DELIVERY ADDENDUM, THE SERVICES PROVIDED BY PARCEL PENDING, THE RESIDENT'S AGREEMENT WITH PARCEL PENDING, THE PARCEL PENDING LOCKERS LOCATED AT THE APARTMENTS OR THE FAILURE OF RESIDENT TO RECEIVE ANY PACKAGE OR DELIVERY SENT TO THE APARTMENTS OR THE PARCEL PENDING LOCKERS AT THE APARTMENTS, REGARDLESS OF WHETHER IT IS ALLEGED OR PROVEN THAT SUCH CLAIMS, CAUSES OF ACTION, DEMANDS, COSTS OR EXPENSES ARE CAUSED, IN WHOLE OR IN PART, BY THE JOINT, CONCURRENT OR SOLE NEGLIGENCE, FAULT, ACTS OR OMISSIONS OF ANY INDEMNIFIED PARTY. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE LEASE.

6. This Electronic Package Delivery Addendum shall be construed and enforced in accordance with the laws of the State of TX. Resident hereby acknowledge, stipulates and agrees that any dispute arising out of or in any way relating to this Electronic Package Delivery Addendum, the services provided by Parcel Pending, the Resident's Agreement with Parcel Pending, the Parcel Pending lockers located at the Apartments or

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**MORGAN
PEARL LANTANA
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

the failure of Resident to receive any package or delivery sent to the Apartments or the Parcel Pending lockers at the Apartments, shall be subject to jurisdiction solely within a court of competent in Travis County, TX.

- 7. Should a court of competent jurisdiction determine liability against the Apartments, the Apartments' owner, the managing agent and entity for the Apartments, or any of their respective agents, representative, employees, officers, directors, successors and assigns or related entities, then the parties herein agree that the maximum liability for same shall not exceed \$150.00.
- 8. If any provision of this Electronic Package Delivery Addendum is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

Executed on 08/31/2021

Resident or Residents:

Date:

Signature

Printed Name

Signature

Printed Name

Owner or Owner's Representative:

Date:

Signature

Printed Name

DocuSigned by:
Laura Olson
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DocuSigned by:
Manuel Fuentes
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MORGAN GROUP PROPERTY MANAGEMENT, LLC
Pearl Lantana
RESIDENT SERVICE FEE ADDENDUM

This is an addendum (this "Addendum") to the TAA Apartment Lease Contract for Apt. No. [REDACTED] in the complex known as Pearl Lantana owned by MGI-GFP Lantana Holdings, LLC ("Owner") located at 6401 Rialto Blvd (the "Apartment Complex"). The terms of this Addendum will control if the terms of the Lease and this Addendum conflict.

RESIDENT SERVICE FEE

In addition to your monthly rent, you will be charged a monthly Resident Services Fee in the amount of **\$41.50** for various services that will be provided to you as a resident of the Apartment Complex. A prorated Resident Service Fee of \$ 41.50 is due for the remainder of the first month on the 11/02/2021. The Resident Service Fee includes costs associated with valet waste removal, pest control services, teal system, and other services Owner may desire to provide to you from time to time. The Resident Services Fee must be paid in full by the first day of each month, and failure to pay such fee before the fourth day of the month may result in late fees, is a material breach by you of the Lease and a default under paragraph 32.1 (A) of the Lease for which Owner may sue you for eviction.

Owner or its property management team will notify you at least thirty (30) days prior to implementing any changes to the Resident Services Fee. If there is a change in the terms of the Resident Services Fee, Owner may require you to sign a new Resident Services Fee Addendum or an amendment to this Addendum to document the change. By signing the Lease and this Addendum, you agree to sign and return any new Resident Services Fee Addendum or amendment to this Addendum within ten (10) days after receipt thereof. You also acknowledge that your failure to pay the Resident Services Fee or sign a new Resident Services Fee Addendum or amendment to this Addendum will be a breach of your Lease.

I have read, understand, and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident(s) by: (All Residents must sign) <i>Laura Olson</i> _____ Laura Olson	8/31/2021 _____ Date		_____ Date	_____ Date
_____ Date	_____ Date		_____ Date	
_____ Date	_____ Date		_____ Date	
_____ Date	_____ Date		_____ Date	
Owner's Representative _____	_____ Date			

Resident Service Fee Addendum

NO SMOKING LEASE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana** _____
Holdings LLC _____ Apartments
in **Austin**, Texas.

OR

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

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

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

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

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

- is permitted
- is not permitted.

Only the following outside areas may be used for smoking: _____

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

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

4. **Your responsibility for damages and cleaning.** You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

5. **Your responsibility for loss of rental income and economic damages regarding other residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

6. **Definition of smoking.** "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. **Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

8. **Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

9. **Your responsibility for conduct of occupants, family members and guests.** You are responsible for communicating the no-smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

10. **No warranty of a smoke-free environment.** Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy

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

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

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Signatures of All Residents

Signature of Owner or Owner's Representative

August 31, 2021

Date of TAA Lease Contract

DocuSigned by:

Laura Olson

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DocuSigned by:

Manuel Fuentes

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LEASE ADDENDUM FOR ALLOCATING SERVICES AND GOVERNMENTAL FEES

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** Apartments in Austin, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Reason for allocation.** Apartment owners receive bills for services provided to residents and charges for various governmental fees. These are direct costs that the apartment community incurs. In order to help control the cost of rent, we have chosen to allocate the services and governmental fees indicated below through an allocated bill using a standardized formula to distribute these costs fairly. While we may impose a nominal fee to help recover our costs in administering these bills, we do not add any other costs to these bills and make no profit off of them.
3. **Services and governmental fees allocated.** We will allocate the following services and governmental fees:

<input type="checkbox"/> Cable/satellite television	<input type="checkbox"/> Registration/license fee
<input checked="" type="checkbox"/> Stormwater/drainage	<input checked="" type="checkbox"/> Other COA Community Benefit Charge
<input checked="" type="checkbox"/> Trash removal/recycling	<input checked="" type="checkbox"/> Other COA Reserve Fund Surcharge
<input type="checkbox"/> Street repair/maintenance fee	<input type="checkbox"/> Other _____
<input type="checkbox"/> Emergency services fee	<input type="checkbox"/> Other _____
<input type="checkbox"/> Conservation district fee	<input type="checkbox"/> Other _____
<input type="checkbox"/> Inspection fee	<input type="checkbox"/> Other _____
4. **Your payment due date.** Payment of your allocated services and governmental fee 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 \$_____ (not to exceed \$3) if we do not receive timely payment. If you are late in paying the services and governmental fee bill, we may cut off services, as allowed by law, and we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.
5. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for the services and governmental fees indicated above. Instead, you will be receiving a separate bill from us each month for these services and governmental fees. 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 indicated services and governmental fees 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*)
6. **Penalties and fees.** Only the total of the services and governmental fee bills will be allocated. Penalties or interest for any late payment of these bills by us will be paid for by us and will not be allocated. A nominal administrative fee of \$_____ per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.
7. **Change of allocation formula.** The above allocation formula for determining your share of the services and governmental fee bills 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.
8. **Right to examine records.** You may examine our service and governmental fee bills from the companies and governmental entities and our calculations relating to the monthly allocation of these 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

August 31, 2021

Date of TAA Lease Contract

DocuSigned by:
Laura Olson
C778744A12B34C9...

DocuSigned by:
Manuel Fuentes
5D5F7798400645A...

**LEASE ADDENDUM FOR
ADDITIONAL SPECIAL PROVISIONS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. [REDACTED] in the **MGI-GFP Lantana Holdings LLC** Apartments in **Austin**, Texas.

2. **Purpose.** The following special provisions become part of the Lease Contract:

The use of short-term or vacation rental service or any other similar short-term service shall be strictly prohibited, and shall be a material violation of the terms of the lease. All occupants must be named on the lease; as well, all persons over the age of 18 who occupy the apartment for any length of time must be screened and approved by the management. Authorized guests shall be exempt from the screening and occupant naming requirements, but no person in any short-term/vacation rental shall be deemed to be an authorized guest.

Horizontal lines for additional text or signatures.

Resident or Residents
[All residents must sign here]

Laura Olson

Horizontal lines for additional text or signatures.

Owner or Owner's Representative
[signs here]

Date of TAA Lease Contract

August 31, 2021

Horizontal lines for additional text or signatures.

DocuSigned by:
Laura Olson
C778744A12B34C9...

DocuSigned by:
Manuel Fuentes
5D5F7798400645A...

VIRUS WARNING AND WAIVER ADDENDUM

This **Virus Warning and Waiver Addendum** relates to the TAA Lease Contract, signed _____, _____ for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, 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 _____

MGI-GFP Lantana Holdings LLC, 6401 _____

Rialto Blvd. _____ _____

Apartment name and unit number or street address of leased premises

DocuSigned by:
Texas Apartment Association
Laura Olson
C778744A12B34C9...

DocuSigned by:
Manuel Fuentes
5D5F7798400645A...

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 Laura Olson

Owner MGI-GFP Lantana Holdings LLC

Occupants _____

LEASE DETAILS

A. Apartment (Par. 2) Street Address: <u>6401 Rialto Blvd # [REDACTED]</u> Apartment No. <u>[REDACTED]</u> City: <u>Austin</u> State: <u>TX</u> Zip: <u>78735</u>																																												
B. Initial Lease Term. Begins: <u>11/02/2022</u> Ends at 11:59 p.m. on: <u>11/01/2023</u>																																												
C. Monthly Base Rent (Par. 3) \$ <u>2880.00</u>	E. Security Deposit (Par. 5) \$ <u>0.00</u> <i>Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.</i>	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 <i>If the number of days isn't filled in, notice of at least 30 days is required.</i>																																										
D. Prorated Rent \$ <u>2824.12</u> <input checked="" type="checkbox"/> due for the remainder of 1st month or <input type="checkbox"/> for 2nd month																																												
G. Late Fees (Par. 3.3) Initial Late Fee <input checked="" type="checkbox"/> <u>5</u> % of one month's monthly base rent or <input type="checkbox"/> \$ _____ Due if rent unpaid by 11:59 p.m. on the <u>3rd</u> (3rd or greater) day of the month Daily Late Fee <input checked="" type="checkbox"/> <u>1</u> % of one month's monthly base rent for <u>5</u> days or <input type="checkbox"/> \$ _____ for _____ days																																												
H. Returned Check or Rejected Payment Fee (Par. 3.4) \$ <u>50.00</u>	J. Optional Early Termination Fee (Par. 7.2) \$ <u>5760.00</u> Notice of <u>60</u> days is required. <i>You are not eligible for early termination if you are in default.</i> Fee must be paid no later than <u>3</u> days after you give us notice If values are blank or "0," then this section does not apply.	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)																																										
I. Reletting Charge (Par. 7.1) A reletting charge of \$ <u>2448.00</u> (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations																																												
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. <table border="0" style="width:100%"> <tr> <td>Animal rent</td><td>\$ <u>0.00</u></td> <td>Cable/satellite</td><td>\$ _____</td> <td>Trash service</td><td>\$ _____</td> </tr> <tr> <td>Internet</td><td>\$ _____</td> <td>Package service</td><td>\$ _____</td> <td>Pest control</td><td>\$ _____</td> </tr> <tr> <td>Storage</td><td>\$ _____</td> <td>Stormwater/drainage</td><td>\$ _____</td> <td>Washer/Dryer</td><td>\$ _____</td> </tr> <tr> <td>Other: Resident Service Fee</td><td></td> <td></td><td></td> <td></td><td>\$ <u>41.50</u></td> </tr> <tr> <td>Other:</td><td></td> <td></td><td></td> <td></td><td>\$ _____</td> </tr> <tr> <td>Other:</td><td></td> <td></td><td></td> <td></td><td>\$ _____</td> </tr> <tr> <td>Other:</td><td></td> <td></td><td></td> <td></td><td>\$ _____</td> </tr> </table>			Animal rent	\$ <u>0.00</u>	Cable/satellite	\$ _____	Trash service	\$ _____	Internet	\$ _____	Package service	\$ _____	Pest control	\$ _____	Storage	\$ _____	Stormwater/drainage	\$ _____	Washer/Dryer	\$ _____	Other: Resident Service Fee					\$ <u>41.50</u>	Other:					\$ _____	Other:					\$ _____	Other:					\$ _____
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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>Utility Connection Charge or Transfer Fee: \$ <u>50.00</u> (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)</p>																																												
Special Provisions. See Par. 32 or additional addenda attached. The Lease cannot be changed unless in writing and signed by you and us.																																												

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: _____
_____.
 - 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 3 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).

26.2. Move-Out Inspection. We may, but are not obligated to, provide a joint move-out inspection. Our representatives have no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

27. Surrender and Abandonment. You have **surrendered** the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) apartment keys and access devices listed in Par. 2.1 have been turned in to us—which ever happens first.

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

27.1. The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove or store property left in the apartment.

27.2. Removal and Storage of Property. We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the apartment.

We're not liable for casualty, loss, damage, or theft. You must pay reasonable charges for our packing, removing and storing any property.

Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the apartment after surrender or abandonment; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.

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

31.2. Force Majeure. If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

32. Special Provisions. The following, or attached Special Provisions and any addenda or Community Policies provided to you, are part of this Lease and supersede any conflicting provisions in this Lease.

***No cash accepted. *No personal checks after the 3rd Must pay by Certified Funds. *All pets must be approved by management. *Lease Details Section C "Monthly Base Rent" may include Carport, Garage and Storage Rent (if applicable), on the Enclosed Garage Addendum. *All lease addendums are considered part of the lease contract.**

GENERAL PROVISIONS AND SIGNATURES

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

Name, address and telephone number of locator service (if applicable):

29. Severability and Survivability. If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. **Paragraphs 10.1, 10.2, 16, 27 and 31 shall survive the termination of this Lease.** This Lease binds subsequent owners.

30. Controlling Law. Texas law governs this Lease. All litigation arising under this Lease and all Lease obligations must be brought in the county, and precinct if applicable, where the apartment is located.

31. Waivers. By signing this Lease, you agree to the following:

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

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident or Residents (all sign below)

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

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

LEASE ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, Texas OR the house, duplex, etc. located at (street address) _____ in _____, Texas.

2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: (check as applicable)
 garage or carport attached to the dwelling;
 garage space number(s) _____;
 carport space number(s) _____; and/or
 storage unit number(s) _____.

The monthly Rent in the lease covers both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum.

- 3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas.
- 4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored in the areas covered by this addendum. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.
- 5. **No smoke, fire, or carbon monoxide detectors.** Smoke, fire, or carbon monoxide detectors will be furnished by us if required by law. We may choose to provide a detection device not required by law by separate addendum.
- 6. **Garage door opener.** If an enclosed garage is furnished, you will or will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a charge of \$ 50.00, which will be deducted from your security deposit.
- 7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
- 8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. **We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise.** We are not responsible for pest control in such areas.
- 9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.
- 10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.
- 11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the lease and our Community Policies. All remedies in the lease apply to areas covered by this addendum. Upon ending of the initial term, month-to-month period, or any renewal of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you.
- 12. **Special Provisions.** _____

Signatures of All Residents

Signature of Owner or Owner's Representative



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. # _____ at **MGI-GFP Lantana Holdings 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

(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

Date signed

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

Bed Bugs

A Guide for Rental-Housing Residents

(Adapted with permission from the National Apartment Association)

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

Bed bugs don't discriminate.

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

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

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

Bed bugs don't transmit disease.

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

Learn to identify bed bugs.

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

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

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

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

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

Prevent bed-bug encounters when traveling.

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

Know the bed-bug dos and don'ts.

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

WATER AND WASTEWATER SUBMETERING ADDENDUM

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, Texas OR the house, duplex, etc. located at (street address) _____ in _____, Texas.

- 2. PUC.** Water conservation by submeter billing is encouraged by the Public Utility Commission of Texas (PUC). Submeter billing is regulated by PUC rules, and a copy of the rules is attached to this addendum. This addendum complies with those rules.
- 3. Mutual Conservation Efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to follow the water-conservation suggestions listed in the checklist below.
- 4. Submeter Billing Procedures.** Your monthly rent under the TAA Lease does *not* include a charge for water and wastewater. Instead, you will receive a separate monthly bill from us for submetered water and wastewater use, as follows:
- (A) Your monthly water and wastewater bill will conform to all applicable rules of the PUC (see attached).
 - (B) As permitted by state law, a service fee of 9% (not to exceed 9%) will be added to your monthly water-service charges.
 - (C) No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.
 - (D) We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.281.
 - (E) We will bill you monthly for your submetered water consumption from approximately the 15 day of the month to the 15 day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.
 - (F) PUC rules require us to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ 34.12 per unit, varying from \$ \$0.27 for the lowest month's bill to \$ \$253.60 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.
 - (G) During regular weekday office hours, you may examine: (1) our water and wastewater bills from the utility company; (2) our calculation of your monthly submeter bill; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
- 5. Your Payment-Due Date.** Payment of your submeter water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.

A Checklist of Water-Conservation Ideas for Your Dwelling

In the bathroom . . .

- Never put cleansing tissues, dental floss, cigarette butts, or other trash in the toilet.
- When brushing your teeth, turn off the water until you need to rinse your mouth.
- When shaving, fill the sink with hot water instead of letting the faucet run.
- Take a shower instead of filling the tub and taking a bath.
- Take a shorter shower. Showers may use up to half of your interior water consumption.
- If you take a tub bath, reduce the water level by one or two inches.
- Shampoo your hair in the shower.
- Test toilets for leaks. Add a few drops of food coloring to the tank, but do not flush. Watch to see if the coloring appears in the bowl within a few minutes. If it does, the fixture needs adjustment or repair. A slow drip can waste as much as 170 gallons a day or 5,000 gallons per month. Report all leaks to management.
- Don't leave water running while cleaning bathroom fixtures.

In the kitchen . . .

- Run your dishwasher only when you have a full load.
- If you wash dishes by hand, don't leave the water running for washing or rinsing. Fill the sink instead.
- Use your sink disposal sparingly, and never for just a few scraps.
- Keep a container of drinking water in the refrigerator.
- When cleaning vegetables, use a pan of cold water rather than letting the faucet run.
- For cooking most food, use only a little water and place a lid on the pot.
- Report all leaks to management.

When doing the laundry . . .

- Wash only full loads of laundry or else adjust the water level to match the size of the load (if you have this option).
- Use cold water as often as possible to save energy and to conserve the hot water for uses that cold water cannot serve.

Attached: PUC Rules for Submetered Water or Wastewater Service

Also note that the service fee referenced in item 4(B) does not apply to properties receiving Low-Income Housing Tax Credits or to properties receiving tenant-based vouchers.

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [sign here]

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 INTRUSION ALARM

- 1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the MGI-GFP Lantana Holdings LLC _____ Apartments in Austin, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
- 2. **Intrusion alarm.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if no intrusion alarm exists. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one) required or optional. You are responsible for all fines and other charges resulting from or attributable to the alarm, including false alarm charges for your dwelling.
- 3. **Permit from city.** You (check one) do or do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is City of Austin, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.
- 4. **Follow instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules, and procedures furnished to you by us. Instructions are attached or will be provided to you when you move in.
- 5. **Alarm company.** You (check one) will or will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) may choose your own alarm company or are required to use _____ as your alarm company. The alarm system is repaired and maintained by Independent Alarm Company of choice.
- 6. **Entry by owner.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in your TAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.
- 7. **Repairs or malfunctions.** If the intrusion alarm malfunctions, you agree to (check one) contact your intrusion alarm company immediately for repair or contact us immediately for repair. The cost of repair will be paid by (check one) you or us. Do not tamper with the intrusion alarm system.
- 8. **No warranty.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical is subject to malfunction and human error. Therefore, residents and occupants should not rely on such security systems. **We are absolutely not responsible for malfunction of the alarm.**
- 9. **Liability.** **We are not liable to you, your guests, or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm.** It is strongly recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.
- 10. **Emergencies.** You agree to call 911, other law enforcement authorities, or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.
- 11. **Entire agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, Texas **OR** the house, duplex, etc. located at (street address) _____ in _____, Texas.

2. Flat fee for trash/recycling costs. Your monthly base rent under the TAA Lease Contract does not include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ **25.00** for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ **3.00** per month (not to exceed \$3) for processing and billing.

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

3. Payment due date. Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ _____ (not to exceed \$3) if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

Signatures of All Residents

Signature of Owner or Owner's Representative



Mold Information and Prevention Addendum

TEXAS APARTMENT ASSOCIATION

M E M B E R

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.

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

That dwelling is: Unit # _____ at **MGI-GFP Lantana Holdings LLC**

(name of apartments)

or other dwelling located at _____

(street address of house, duplex, etc.)

City/State where dwelling is located _____

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

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

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

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

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

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

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

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

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

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

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

LAURA OLSON
HEAD OF HOUSING

SIGNED 10/4/2022 AT 8:14PM CDT

EDOCUMENT SIGNER

SIGNED 10/6/2022 AT 9:11AM CDT

TAA Official Statewide Form 15-FF, Revised January 2015
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LEASE ADDENDUM FOR ACCESS CONTROL DEVICES

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, Texas.

2. Remote control/cards/code for gate access.

- Remote control for gate access.** Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ 75.00 non-refundable fee.
- Cards for gate access.** Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ 75.00 non-refundable fee.
- Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. Damaged, lost or unreturned remote controls, cards, key fobs or code changes.

- If a remote control is lost, stolen or damaged, a \$ 75.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ 75.00 deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ 75.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ 75.00 deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

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

5. Follow written instructions. You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. Personal injury and/or personal property damage. Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

Signatures of All Residents

Signature of Owner or Owner's Representative

Laura Olson
SIGNED 10/4/2022 AT 8:14PM CDT

EDOCUMENT SIGNER
Baxter Easley
SIGNED 10/6/2022 AT 9:11AM CDT

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

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

1. Addendum. This is an addendum to the lease between you and us for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC**

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

2. Number and size. You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.

3. Location. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

4. Safety and non-interference. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

5. Signal transmission from exterior dish or antenna to interior of dwelling. Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, windowsills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or windowsill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

6. Safety in installation. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

7. Maintenance. You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.

8. Removal and damages. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the TAA Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear and tear.

9. Liability insurance and indemnity. You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 100000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.

10. Security deposit. Your security deposit (in your Lease Contract) is increased by an additional reasonable sum of \$ 100.00 effective at time of installation or effective within 3 days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.

11. When you may begin installation. You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.

12. Miscellaneous. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR ALLOCATING SERVICES AND GOVERNMENTAL FEES

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. **Reason for allocation.** Apartment owners receive bills for services provided to residents and charges for various governmental fees. These are direct costs that the apartment community incurs. In order to help control the cost of rent, we have chosen to allocate the services and governmental fees indicated below through an allocated bill using a standardized formula to distribute these costs fairly. While we may impose a nominal fee to help recover our costs in administering these bills, we do not add any other costs to these bills and make no profit off of them.

3. **Services and governmental fees allocated.** We will allocate the following services and governmental fees:
- | | |
|---|---|
| <input type="checkbox"/> Cable/satellite television | <input type="checkbox"/> Registration/license fee |
| <input checked="" type="checkbox"/> Stormwater/drainage | <input checked="" type="checkbox"/> Other COA Community Benefit Charge |
| <input checked="" type="checkbox"/> Trash removal/recycling | <input checked="" type="checkbox"/> Other COA Reserve Fund Surcharge |
| <input type="checkbox"/> Street repair/maintenance fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Emergency services fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Conservation district fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Inspection fee | <input type="checkbox"/> Other _____ |

4. **Your payment due date.** Payment of your allocated services and governmental fee 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 \$ _____ (not to exceed \$3) if we do not receive timely payment. If you are late in paying the services and governmental fee bill, we may cut off services, as allowed by law, and we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.

5. **Allocation procedures.** Your monthly base rent under the TAA Lease Contract does not include a charge for the services and governmental fees indicated above. You will pay separately for these 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 indicated services and governmental fees 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)

6. **Penalties and fees.** Only the total of the services and governmental fee bills will be allocated. Penalties or interest for any late payment of these bills by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ _____ per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

7. **Change of allocation formula.** The above allocation formula for determining your share of the services and governmental fee bills 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.

8. **Right to examine records.** You may examine our service and governmental fee bills from the companies and governmental entities and our calculations relating to the monthly allocation of these 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. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, 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

Texas Apartment Association

LAURA OLSON
HEAD OF HOUSING

SIGNED 10/4/2022 AT 8:14PM CDT

EDOCUMENT SIGNER

SIGNED 10/6/2022 AT 9:11AM CDT

LEASE ADDENDUM FOR ALLOCATING STORMWATER/DRAINAGE COSTS

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, 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*)

- 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'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 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 FOR AUTOMATED ELECTRONIC PAYMENT OF RENT AND CERTAIN OTHER ITEMS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. **Automated electronic payments.** "Automated electronic payments" include "Automated Clearing House" (ACH) and "Credit and Debit Card" (Card) transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. "Card" refers to credit and debit card transactions, including those cards bearing the Visa, MasterCard, Discover and American Express logos. Collectively "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.

3. **Advantages.** There are significant advantages for you in paying your rent via automated electronic payments. They include:

- greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check;
- no late charges since your rent will always be paid timely, assuming there are sufficient funds in your checking account;
- greater security since there is no chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
- proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

4. **ACH payment authorization.** By initialing here _____ and executing this addendum, you are agreeing that your rent payment or other payments as authorized by you will be collected automatically each month via ACH by debiting (charging) your checking account electronically, in the case of your rent payment, on the same day of the month that your rent is due under your TAA Lease Contract, and in the case of other payments, on the date(s) you authorized by separate agreement.

5. **Card payment authorization.** By initialing here _____ and executing this addendum, you are agreeing that your rent payment or other payments as authorized by you will be collected automatically each month by charging your credit or debit card electronically, in the case of your rent payment, on the same day of the month that your rent is due under your TAA Lease Contract, and in the case of other payments, on the date(s) you authorized by separate agreement.

6. **Other non-rent items.** Payment to us for other amounts (such as NSF charges, damages, or charges related to unauthorized animals, etc.) may be mailed to us, deposited in our onsite drop box (if any), or delivered in person. Such other payments will not be processed by Card or ACH electronic transfer except with your approval given at the time of each payment.

7. **Your right to opt out.** You have the right at any time to give us written notice of your decision to revoke your authorization for the ACH or Card method of payment and to thereafter pay by regular check, certified check, or money order according to the TAA Lease Contract.

8. **Delinquency.** As long as your rent payments via ACH or Card are authorized and settled, you may continue ACH or Card payment of your rent and enjoy any special considerations specified in paragraph 11 of this addendum. If any ACH or Card rent payment does not clear, it will be treated as a default (just like an NSF check) under the TAA Lease Contract. We have the right at any time to require you to pay all future rent payments by regular check, certified check or money order, as per the TAA Lease Contract, in lieu of payment through ACH or Card.

9. **Multiple residents.** If there are two or more residents on the TAA Lease Contract and if we accept multiple checks, each of you authorize us to process your rent payment through ACH or Card as it becomes due, as follows:

Each resident's printed name	Each resident's portion of the total monthly rent payment
<u>Laura Olson</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Each co-resident of the unit must sign the attached form that authorizes automatic electronic payments through ACH or Card. This addendum does not alter the provisions in the TAA Lease Contract regarding joint and several liability if there are multiple residents.

10. **ACH and Card rules.** We, as owners, agree to comply with all ACH and Card rules and operating regulations of the credit associations and networks.

11. **Special provisions.** _____

 Signatures of All Residents

 Signature of Owner or Owner's Representative

**MORGAN
PEARL LANTANA
COMMUNITY RULES & REGULATIONS**

This agreement entered this 10/04/2022 by and between Pearl Lantana (referred to as "Owner" and Laura Olson (referred to as "Resident").

The purpose of the Community Rules & Regulations is to supplement the terms, Covenants and provisions of the Apartment Lease Agreement (the "lease") executed by Resident or the lease of apartment address 6401 Rialto Blvd # [REDACTED] Austin TX 78735 in consideration of their mutual promises contained herein and in the lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the terms and provisions of these Rules & Regulations. Owner may adopt new policies and rules or amendments to this document upon giving thirty (30) day notice in writing to Resident.

I. ACCESS REMOTE/ACCESS CARD/ACCESS KEY (if applicable)

- 1.) One (1) access remote/access card/access key per lease holder will be issued at move-in. The replacement cost for the access remote/access card/access key is \$75.00 each. Additional access remote/cards are not available for an additional fee of \$75.00 each. Some amenity areas, parking garage entrance and exit gates, building entrance and exits and pedestrian entrances may require an access remote/access card/access key to permit entry or may only require a code. Residents and guests must observe posted signs concerning entering and exiting all parking garages (if applicable). The Owners assume no liability for damage caused to vehicles by the automatic gates (if applicable).
- 2.) All guests must park in Visitor Parking.

II. ACCESS GATE (if applicable)

- 1.) Owner and Management does not promise, warrant, or guarantee the safety or security of resident or his/her personal property against the criminal actions of other residents or third parties. Each resident has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings. Resident should contact an insurance agent to arrange appropriate fire and theft insurance for their vehicles and other personal property.
- 2.) No security system, courtesy patrol, or access gate can guarantee protection against crime. Access gates are frequently subject to mechanical malfunction, tampering, and damage and can be defeated or avoided.
- 3.) If access gates are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism or even be operational. Therefore, Management does not warrant that any access gates will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any access gates at any time; Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Management.
- 4.) I have read, understand and agree with the above notice. I have received no representations or warranties, either expressed or implied, as to any access gates, or guarantee that the apartment community was or will be free from crime. The responsibility for protecting me, my property, my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.
- 5.) I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that Management shall not be liable to me based upon any claim that security was not provided or access gates failed. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event any access gate is not functional or fails. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.

III. NOISE AND CONDUCT

- 1.) Resident's are asked to observe quiet hours from 10pm-8am. Noise of any kind, including but not limited to; loud voices, all musical instruments, television set, stereos, radios, etc., must be kept at a level that does not disturb your neighbors. Subwoofers and surround sound are often a problem in apartment homes. Should Management receive any complaint you will be asked to remove it. Non-compliance may result in non-renewal or eviction.
- 2.) Serious or repeated damage to your apartment or the common areas is a default for which your lease may be terminated.
- 3.) Smoking is not permitted in apartments. Resident understands and agrees that any damage caused by or related to cigarette, pipe, cigar smoking or any tobacco product shall not constitute ordinary wear and tear. Resident will be responsible for all damages and/or costs for the cleaning or repairing of any damages caused by or related to any tobacco product, including, but not limited to; deodorizing the apartment, sealing and painting walls and ceiling, and repairing or replacing the carpet and/or pad and other flooring.
- 4.) The property facilities are for the exclusive use of the resident and their guest(s). Guest(s) are limited to 2 per lease holder. Resident must accompany their guest(s) at all times. Residents will be given priority over guest(s) for the use of all facilities. Resident shall be responsible and liable for the conduct of his/her guest(s). Acts of guest(s) in violation of this agreement or these rules and regulations may be deemed by Owner to be a breach by resident.
- 5.) Resident agrees to abide by rules and regulations established for use of recreational, health and service facilities provided by Owner.
- 6.) Entrance, walks, lawns and other public areas shall not be obstructed. Recreational equipment and toys such as tricycles, skateboards, roller skates/blades, scooters, wagons, etc. will be of size and quantity to permit storage inside the apartment or on enclosed patios, if such is available. The use of these items will not be permitted on community streets, walkways or parking lots.
- 7.) Any persons under the age of 16 must be accompanied by a parent or guardian at all times and is not permitted to be in any of the common area facilities without supervision.
- 8.) Resident shall not display any signs or markings of any kind on apartment.
- 9.) Any disruptive behavior, including noise complaints, will result in action including temporary or permanent suspension of the use of the facilities, issuance of a Three-Day Notice to Comply or Quit, and/or eviction proceedings at the sole discretion of management.
- 10.) No yard, garage, tag, or rummage sales are permitted at any time or place in the community.
- 11.) Resident shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, occupants, guests, invitees, or directed at management, its agents, its employees or vendors.
- 12.) Residents shall not keep or feed stray domestic animals in their apartments or anywhere in the community and must immediately report all strays to management.
- 13.) Conducting any kind of business in the apartment or community (except Live/Work and Retail units subject to business permit restrictions) is prohibited except that business conducted in a home office by computer, mail, telephone, e-mail or fax is permissible if customers, clients, patient or other business invitees do not come to the apartment for business purposes.
- 14.) Hallways, entrances, breezeways, stairways, garages, or any other common areas shall not be obstructed in any way or used for any purpose except as access to and from apartments. Storage of any items in these areas may represent a fire or building code violation and is not permitted.
- 15.) All doors and gates must be closed and locked at all times. If you or your guests fail to protect the door and/or gate and its associated hardware during move in, move out or entry and exit onto the property, you will be subject to damage charges, a fine of T&M and a lease violation.
- 16.) Resident shall not leave bicycles, strollers, toys, wagons, shopping carts, old furniture, clothing, brooms, mops, garbage cans, wood, newspapers or any other items in hallways, entrances, breezeways, sidewalks, stairways, patios/balconies or other common areas even for short periods of time.
- 17.) Residents shall conduct themselves, family, guest(s) and other persons who are in or near the apartment with resident's consent to conduct themselves in a manner which will not 1) violate any Federal, State or local law, rule, regulation or authority. 2) Disturb, in management's sole judgment, the rights, comfort, privacy, or convenience of other residents in their apartments or of other persons in or near the apartment community; or 3) injure, in management's sole judgment, the reputation, safety or desirable social environment of the apartment community.
- 18.) Unless otherwise instructed by apartment rules or notices, in freezing weather (if applicable) resident shall, for 24 hours a day until such freezing weather ends do the following: 1) keep the apartment heated to at least 50 degrees; 2) keep all cabinets and closet doors open and 3) run a light stream of water out of all hot and cold water faucets.

IV. CLEANLINESS AND TRASH

- 1.) Residents acknowledges receipt of the trash addendum (if applicable), which is hereby incorporated as part of the Lease. Resident further acknowledges that owner has reviewed all of the above provisions with the Resident and that Resident understands and agrees to abide by all such provisions. Resident further understands that failure to abide by said provisions shall constitute a material breach of the Lease, and may result in termination of the Resident's tenancy as provided in the lease and/or by law.
- 2.) Trash chutes/dumpster/trash compactors (if applicable) are located on the property. Trash is not to be left at entrances, hallways, patios, breezeways or common areas at any time. If you are found in violation of these criteria, you may be charged up to \$25.00 per bag for removal.
- 3.) The apartment must be kept clean, sanitary and free from objectionable odor. Resident must not affect the health or safety of an ordinary tenant and whose tenancy would constitute a direct threat to the health and safety of other individuals or whose tenancy would result in substantial physical damages to the property of others.
- 4.) No littering of papers, cigarette butts or any other trash is allowed around the apartment or in any common areas. No trash or other materials may be allowed to accumulate in or around apartment, or in any of the common areas, which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 5.) No goods or materials of any kind or description, which are combustible or would increase fire risk shall be taken or placed in or around the apartment, common area, HVAC/water heater closet, trash chute/dumpster/trash compactors or storage area (if applicable). Owner shall not be liable to Resident for any loss or damage to Resident's personal property as a result of any unauthorized placement or storage. Further, Resident shall be solely liable to any third parties, including but not limited to Owner, for any loss or damage to real or personal property belonging to third parties as a result of such unauthorized placement of storage.
- 6.) Resident shall not cause or permit the escape, disposal, or release of any biological chemical or other hazardous substance, or material on or in the apartment or apartment complex.
- 7.) Patios and balconies shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, boxes, mops, brooms, or other unsightly items shall be stored, hung, or draped on railings or other portions of the balcony or patio. Management has the right to refuse any belongings other than approved patio furniture and plants from all patios or balconies. Only Management approved door mats are allowed to be used at any and all door entrances. Any violations are subject to fine and management removal. No motorcycles or bicycles are allowed to be parked on patios.
- 8.) Moving boxes should not be left at entrances, hallways, patios, breezeways or common areas at any time. Boxes should be broken down before discarded into trash dumpsters or at other places designated by Management.
- 9.) Items too large for the trash chutes/compactors/dumpsters (if applicable) MAY NOT be left beside the trash chutes/compactors/dumpsters (if applicable). The resident should dispose of such items.
- 10.) All white blinds must remain on windows to present a uniform appearance. Drapes or shades installed by resident, when allowed, must be lined in white and present a uniform exterior appearance. No foil, flag, signs, exterior lights, markings, awnings or other projections shall be displayed or attached to the inside or outside of the building of which apartment is a part. Holiday decorations may be displayed, but must be removed within two weeks of the holiday.
- 11.) Recycling efforts are strongly encouraged of each resident to help in abiding with the City's Recycling Program.
- 12.) Valet Trash (if applicable) is provided for the residents from 6pm-8pm. Trash containers are provided and must be set outside your doors between Sunday-Thursday. All trash must be securely tied and in bags. Collection starts promptly at . Any containers that are not out during the posted collection times will not be picked up on that night. After collection, residents are required to bring containers inside by on the following morning. If container/trash is left out for any reason during non-designated times, you will be subject to a violation and a \$25 fine. Any container that is left outside before these hours will result in a \$25.00 fine. If the problem persists beyond the violation, the valet service will be terminated and disposing of trash will become the resident's responsibility. The replacement cost is \$25.00 for damaged or lost containers. Failure to pay the monthly trash service by the 3rd of the month can result in a 5% late fee. Failure to pay the monthly trash service and all accrued late payment charges for any two (2) consecutive months shall constitute a default under the Rental Agreement whereby the Owner may terminate the tenancy under the Rental Agreement.

V. RENT

- 1.) Rent is due on the first of every month. If the total monthly rent payment and charges is not received by the office by the 3rd of the month, you will be obligated to pay the late fee(s) per the lease agreement. Owner may terminate the lease if the resident is chronically late with rent payments. Chronically late payments are defined as paying rent after the due date on three or more occasions during occupancy. Personal checks will not be accepted after the 3rd of the month.
- 2.) All returned checks will be subject to a returned check fee of \$50.00 plus all accrued late fees. Payment for the NSF can only be accepted in certified funds. If management receives two returned checks during the lease term, all future payment must be made with certified funds.
- 3.) Cash is never accepted.

VI. PERSONAL SAFETY TIPS

- 1.) Security is the responsibility of each Resident and each guest. Owner and Owner's agents disclaim any implied or expressed warranties of security. Resident must take full responsibility of his/her own safety.
- 2.) Resident should ensure that all doors and windows are locked during resident's absence. Owner strongly urges resident to keep all doors and windows locked while resident is inside the apartment. Resident shall always call the local law enforcement agency whenever Resident is in need of security service; do not contact the management office. In the event of an emergency, call "911".
- 3.) Resident shall refrain from smoking in bed.
- 4.) Resident acknowledges that all smoke/carbon monoxide detectors are in good working order upon move in. Resident agrees that it is Tenant's duty to regularly test the smoke/carbon monoxide detectors and notify Owner in writing of any problems, malfunctions, defects or failure of the smoke/carbon monoxide detector. Resident is responsible to replace the smoke/carbon monoxide detector battery, if any, at anytime the existing battery becomes unserviceable. Tenant acknowledges and agrees to assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related the operation, malfunction, or failure of the smoke/carbon monoxide detector(s).
- 5.) Resident shall check door and window latches to be certain they are working properly and report any problems to management immediately for repair.
- 6.) If resident witnesses or suspects that a crime is occurring, resident must notify local law enforcement authorities.
- 7.) Lock out service is only provided during regular business hours at no charge. The property does not provide after hours lock out service. Residents are required to contact a locksmith for after hour lock out service. Proper photo identification will be required at the time of lock out. For your protection, no exceptions will be made.
- 8.) Lock changes are at the Resident's sole request for a charge of \$T&M per lock, (if applicable).

VII. MAINTENANCE, REPAIRS AND ALTERATIONS

- 1.) Owner has the right to enter an apartment for preventative maintenance with appropriate notice or emergency purposes without appropriate notice.
- 2.) Resident shall report any sagging, warping, leaking, cracking, staining, holes or water accumulation related to the ceiling or floor to the management immediately upon noticing.
- 3.) No nails, screws, or adhesive hangers, except standard picture hooks, shade bracket and curtain rod brackets may be placed in walls, woodwork, or any part of apartment. No drilling or installing hooks, nails or other hardware in the ceiling. Resident is responsible for the removal of all nails and patching of any holes prior to vacating the apartment.
- 4.) Resident shall make no alterations or improvements to the exterior or interior of the apartment without the written permission of the Owner.
- 5.) Resident shall not allow any hair, thread, strings, rags, sanitary napkins or rubbish of any kind to enter drainage or waste pipes of the apartment. Any damage caused by the entry of one or more of such items into the drainage or waste pipes of the unit shall be resident's responsibility.
- 6.) Resident is prohibited from adding, changing or in any way altering the locks and latches in the apartment without written permission from the Owner.

- 7.) Resident agrees to inspect and test all door and window locks and latches in the apartment during lease and shall immediately notify management in writing if any lock or latch fails to operate properly, if there is any change in the condition of any lock or latch, or in need of additional locks.
- 8.) Resident is responsible for properly maintaining the appliances in the apartment and using the appropriate cleaning products to maintain the quality of the appliances and countertops.
- 9.) Defacing or altering of the buildings, sidewalks, driveways, landscaping, etc., will be cause for immediate eviction.
- 10.) After office hours, maintenance is on call for emergencies only.
- 11.) Owner will furnish operable light bulbs in fixtures and batteries in smoke/carbon monoxide detectors at the time the Resident takes possession of the unit. During residency, the Owner shall be responsible to replace appliance bulbs only. All light bulb purchases shall not exceed the manufacturer's suggested wattage rating for the fixture. At the time of move out, all missing or inoperable bulbs will be charged at time plus materials as defined on the Cleaning/Charge Addendum.

VIII. PETS

- 1.) Resident acknowledges receipt of the Animal Addendum, which is hereby incorporated as part of the Lease. Resident further acknowledges that Owner has reviewed all of the above provisions with the Resident and that Resident understands and agrees to abide by all such provisions. Resident further understands that failure to abide by said provisions shall constitute a material breach in the Lease, and may result in termination of Resident's tenancy as provided in the Lease and/or law.
- 2.) At maturity, the pet's weight may not exceed N/A lbs. with restrictions on all aggressive breeds including, but not limited to the following breeds: Pit Bulls; German Shepherds; Rottweiler's; Staffordshire Terriers; American Bull Dogs; Dobermans; Wolf Mixes; Chows; Akitas and any mixes thereof. No pets under 1 year of age will be permitted. Proof of age is required.
- 3.) Resident must pay an additional security deposit of \$ of which \$300 is non-refundable. Each additional pet requires an additional security deposit of \$ and \$300 is non-refundable. The cost of any necessary repairs due to pet damage will be deducted from the deposit. Cost exceeding the deposit amount will be billed to the resident. A pet rent of \$20.00 per pet will be charged each month.
- 4.) No more than 2 pets allowed per apartment are permitted.
- 5.) Pets are never allowed to be tied up outside the apartment (i.e. balconies, patios, hallways, common areas, clubhouse, etc.) ALL PETS MUST BE ON A LEASH WHEN THEY ARE OUTSIDE. Pets are never allowed in the pool or clubhouse areas.
- 6.) As a courtesy to other residents, pets are to be walked on the outer perimeters of the property or in pet designated areas. You are responsible for picking up after your pets. Pet stations are provided throughout the property for your convenience. If you fail to pick up after your pet, you are subject to a \$300.00 fine.
- 7.) All residents must register their pet(s) and obtain management's permission, pay applicable deposits and pet fee/rents, sign an animal agreement and provide management with a pet photo and applicable certification of your pet(s) licensing and/or health prior to the pet(s) occupying the premises. Any unauthorized pets will subject the resident to rental penalties and/or eviction. Even a "visiting" pet, when allowed, must have management's prior written approval and is subject to a pay a Pet Deposit/Fee.
- 8.) Resident represents that the pet is a domesticated dog, cat or bird and is not vicious and of aggressive breed, and has not bitten, attacked, harmed or menaced anyone in the past.
- 9.) Resident is responsible for pet(s) at all times including but not limited to excessive barking or other noise caused by pet(s).
- 10.) Bark Park (if applicable) is for the enjoyment and courtesy of our pets/animals only. To enter Bark Park, a code may be necessary, given by Management and subject to change with appropriate notice. All rules and regulations concerning animal conduct are presented in the Animal Addendum. Use Bark Park at your own risk.

IX. PARKING/TRAFFIC RULES

- 1.) All vehicles, including motorcycles must be parked in the parking spaces provided. Vehicles parked in driving lanes, along painted curbs, along sidewalks, blocking other vehicles or any other place not designated for parking may be towed immediately, without further notice, at the vehicle owner's expense. Vehicles may not make excessive noise. Determination of "excessive" is left entirely to the sole discretion of management.
- 1.) Residents and guests may not store and/or park any trailer, mobile home, camper, camper cab, boat, or any other recreational item or vehicle, commercial or public vehicle, mini-bike, go cart, or off-road vehicle on the premises.
- 2.) Vehicles may not be washed or repaired on the property unless specifically allowed in a designated area. This includes changing oil, adjusting the brakes, and installing stereos or any minor repairs. Any leaks of oil, transmission fluid, etc. must be cleaned up by the owner to prevent damage to pavement. If management has to clean up any such spills, the car's owner will be charged accordingly.
- 3.) Car/Vehicle covers are prohibited.
- 4.) No junk cars, unlicensed or inoperative vehicles are permitted on the property.
- 5.) The speed limit throughout the community is 10 mph. All city traffic laws will apply. Failure to observe speed limit and/or endangerment to pedestrians, animals or cars may result in immediate eviction.
- 6.) In addition to the foregoing, Owner reserves the right to tow any vehicle in accordance to state statutes.
- 7.) Roller-skates/blades, skateboards, bicycles, etc. are not allowed in the parking lot area.
- 8.) Owner may impose additional parking regulations, including limiting the number of vehicles that you or your guests may park on the premises; requiring the use of tags on vehicles, and/or assigning parking spaces.
- 9.) All vehicles parked in parking garage/carport/reserved spaces (if applicable) must have a valid parking decal/tag visible in the front window and be registered with Management. Depending on the property, unpermitted vehicles may be permitted in specific locations within the parking garage or property as defined in the Parking Addendum. All other vehicles are subject to tow without notice at owner's expense. Registration of all Visitors and Resident vehicles may be required.
- 10.) Management will charge \$25.00 for replacement of each parking decal/tag (if applicable). Parking decals not returned at move out will also be subject to a replacement charge.
- 11.) Vehicles that are not attended to when an alarm is sounding off with-in one hour are subject to be towed at owner's expense.
- 12.) All guests must park in the designated guest/visitor parking areas.
- 13.) Parking in "Reserved" spaces designated for the Leasing Center and for Retail customers during office hours are prohibited and subject to tow (if applicable).

X. COMMUNITY FACILITIES

- 1.) General
 - A. Smoking, confetti, candles, alcoholic beverages, pets and any disturbing behavior are not permitted in the community facilities.
 - B. Guest and persons under the age of 16 must be accompanied by an adult resident at all times.
 - C. Shirts and shoes must be worn in the clubhouse, leasing office and all indoor amenity areas. Sitting on furniture wearing a wet swimsuit or suntan oil is prohibited.
 - D. Guest(s) must be accompanied by Resident at all times.
 - E. I agree that under no circumstances will I be entitled to withhold rent or receive any rent abatement in the event an amenity is not functional, is altered, or unavailable. I acknowledge that the foregoing shall also be binding upon my heirs, successors and assigns.
 - F. Management reserves the right to reduce, modify or eliminate any access to amenities at any time. Furthermore, Management reserves the right to alter this policy and the amenities at any time. Resident(s) agrees that such action shall not be a breach of any obligation or warranty on the part of Management.
- 2.) Media Room and/or Movie Theater (if applicable)
 - A. Based on the property, these rooms may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$N/A and \$N/A deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
 - B. These room hours are N/A.
 - C. Based on the property, these rooms cannot be reserved on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
 - D. Red liquids are not permitted in these areas at any time.

- E. These rooms may be open during office hours or may require reservations be made through the office during office hours.
- 3.) Conference Room (if applicable)
- A. The Conference Room may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$N/A and \$N/A deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
 - B. The Conference Room hours are N/A.
 - C. The Conference Room cannot be reserved on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
 - D. The Conference Room may permit access during business hours or may require reservations be made through the office during office hours.
- 4.) Business Center, E Lounge, Internet Cafe and/or Internet Lounge (if applicable)
- A. Resident(s) agree to use the business center at Resident(s) sole risk and according to the Community Rules.
 - B. The hours for these locations are posted at each location.
 - C. The coffee bar (if applicable) is available during the posted hours only.
 - D. Resident(s) may receive and send outgoing faxes from the fax machine (if applicable). Outgoing long distance faxes will require a calling card number. Faxes sent from Management's fax machine are subject to a charge per page (posted).
 - E. Owner is not responsible for data, files, programs or any other information lost or damaged on the Business Center computers or in the Business Center for any reason.
 - F. No software may be loaded on the Business Center computers without the prior written approval of Management.
 - G. No inappropriate, offensive or pornographic images or files (in the sole judgment of the Owner) will be viewed or loaded onto the Business Center computers at any time.
 - H. Resident(s) will limit time on the computers to 30 minutes if others are waiting to use them.
 - I. Red liquids are not permitted in these areas at any time.
 - J. If reservations are permitted in these locations, the reservation must be made through the office during office hours.
- 5.) Game Room, Sports Lounge, Community Lounge and Club Rooms (if applicable)
- A. Based on the property, these areas may/may not be reserved for private parties provided a rental agreement for the specific room is signed and a non-refundable rental fee of \$100.00 and \$500.00 deposit is given prior to the reservation date. The deposit shall be fully refundable as long as no damages have occurred or cleaning is required. Should damage exceed the deposit amount, the resident will be billed for the remaining charges with the total due upon receipt.
 - B. These room hours are posted.
 - C. Based on the property, these rooms cannot be reserved (if applicable) on major holidays, i.e. New Year's Eve, New Year's Day, Christmas Eve, Christmas Day, July 4th, etc...
 - D. Red liquids are not permitted in these areas at any time.
 - E. These rooms may be open during office hours or may/may not require reservations be made through the office during office hours.
- 6.) Fitness Center, Health Club, The Spa and Sports Court (if applicable)
- A. To access the fitness facility or sport court, an access remote/card/code may be necessary.
 - B. The fitness facility hours are 24 hours.
 - C. Resident(s) must accompany guests (if permitted) and no glass, smoking, alcoholic beverages and pets are permitted in the fitness facility.
 - D. Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous. Further, users assume responsibility for any damage to, or loss of equipment while in their possession.
 - E. Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
 - F. Resident(s) shall consult a physician before using any equipment in the fitness facility and before participating in any aerobics or exercise classes (if applicable), and will refrain from such use or participation unless approved by Resident's physician.
 - G. Resident(s) will keep the fitness facility locked at all times during Resident's visit to the fitness facility.
 - H. Appropriate clothing is to be worn at all times.
 - I. Persons under the age of 16 must be accompanied by an adult.
 - J. Resident(s) and guests will adhere to the rules and regulations posted in the fitness facility and Management policies.
 - K. All fitness equipment/towels are to remain in the fitness facility and not to be removed at any time.
 - L. The fitness facility is not supervised. Resident(s) are solely responsible for their own appropriate use of the equipment. Management cannot be responsible for the safety of residents and their guest(s). Exercise at your own risk.
 - M. The Sports Court may require reservations be made through the office during office hours (if applicable). The hours are N/A.
- 7.) Tennis Court (if applicable)
- A. The hours are N/A.
 - B. Proper attire is required. Shoes without rubber soles are prohibited.
 - C. Owner's and their representatives are not liable for any illnesses or injuries resulting from use of said equipment.
 - D. No skateboarding, bicycles or rollerblading is allowed on the court.
- 8.) Volleyball Court and/or Basketball (if applicable)
- A. The hours are N/A.
 - B. Proper attire is required.
 - C. No loud stereos or radios allowed.
- 9.) Bark Park (if applicable)
- A. Bark Park is for the private enjoyment of the pets/animals registered with Management only.
 - B. The hours are 24 hours.
 - C. To enter Bark Park a code may be necessary, given by Management and subject to change with appropriate written notice.
 - D. Resident(s) and pets/animals will adhere to the rules and regulations posted at Bark Park and on the Animal Addendum.
 - E. Pets/animals must be leashed, wearing a license and in your custody at all times.
 - F. Pets/animals must be current on all vaccinations and be free of contagious disease and/or parasites.
 - G. Please dispose of your pets/animals waste in the provided pet waste receptacles.
 - H. Dogs in heat are prohibited from Bark Park.
 - I. Use Bark Park at yours and your pet/animals own risk.

XI. POOL AND SPA

- 1.) Pool/Spa hours are posted at the pool.
- 2.) Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- 3.) To enter the pool area, a code, key, fob or card may be necessary. Management reserves the right to change the code or access permissions with proper notice.
- 4.) Management reserves the right to require and check wristbands, pool permits, fobs and/or government identification in order to authorize access or allow you and your guest(s) to occupy the Pool/Spa area. You are subject to a replacement cost of \$N/A per wristband/pool permit in the event of damage or loss.
- 5.) Persons under the age of 16 must be accompanied by an adult.

- 6.) The pool is reserved exclusively for the use of Residents. Guests must be accompanied by Resident. No more than 2 guest(s) should be invited per leaseholder.
- 7.) No glass, pets, smoking or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- 8.) No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash and keeping pool gates closed.
- 9.) No toys, large inflatable or their objects will be allowed in pool.
- 10.) No lifeguard will be on duty unless by local ordinances. Owner assumes no responsibility for accident or injury, and is not responsible for articles lost, damaged or stolen. Residents and their guests must abide by all rules posted in or around the pool area and should observe any warning signs placed in or around the pool area. Residents should not swim alone.
- 11.) Proper swimming attire is required at all times. No thongs, t-backs or cut offs are allowed.
- 12.) Persons are not allowed in the pool or spa with diapers. No diaper changing will be allowed in the area surrounding the pool and spa.
- 13.) The pool and spa are not allowed for private parties. A fine and violation may apply.
- 14.) Do not soak in the spa for more than 15 minutes in one sitting. Persons using the pool and spa do so at their own risk.
- 15.) Resident must notify Owner any time there is a problem or safety hazard at the pool.

XII. FIRE HAZARDS

- 1.) Residents and guests will adhere to the community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
- 2.) No person shall knowingly maintain a fire hazard.
- 3.) Resident(s) under the age of 16 must be accompanied by an adult at all times. No one under the age of eighteen (18) may operate the BBQ/Fireplace/Fire Pit at any time.
- 4.) This community does not permit gas grills on the patios/balconies. Gas Grills, gas BBQ's and any other outdoor cooking or open flame devices will be placed a minimum of N/A feet from any building. No charcoal BBQ's are permitted. Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- 5.) Only firewood is permitted in wood burning fireplaces/fire pits. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold. No wood is permitted in gas fireplaces/fire pits.
- 6.) Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in apartments, near exits, stairways, breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- 7.) No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- 8.) Resident(s) are solely responsible for fines and penalties caused by their actions in violation of local fire protection code.
- 9.) Resident(s) and their guests shall not use the HVAC closet (i.e. air conditioning handler unit) and/or water heater closet as storage. The air conditioning handler unit closet door must be kept free of any blockage that would not allow proper air flow and therefore impede the normal function of the air handler. Any damage to the air handler that may occur as a result of improper usage of this closet or the storage of items in the air conditioning handler closet will be considered a lease violation. Residents will be responsible for any damages and/or repair costs associated with the use of this closet for improper storage and the items contained within.
- 10.) Resident acknowledges that a Fire Extinguisher has been provided in the unit showing a charge and a minimum rating of 1-A, 10-B: C (if applicable) or has been notified of the location of the nearest fire extinguisher in the building (if applicable). Owner neither makes, adopts nor assigns any warranty of any nature regarding the Extinguisher and expressly disclaims all warranties of fitness for a particular purpose, merchantability or habitability or any and all other expressed or implied warranties. Resident acknowledges that the Owner is not liable for damage or loss to any person or property caused by: Residents failure to inspect or maintain the Extinguisher applicable by law, residents failure to notify the Owner or Owner's failure to cure any problem, defect malfunction or failure of the Extinguisher, unless otherwise required by law and theft of the Extinguisher. Resident will comply with all standards applicable to the location and placement of the Extinguisher in the unit including the standard adopted by the Local Fire Dept. stating that the Extinguisher should be at the kitchen entryway, accessible and no closer than five feet from the cooking appliance and the resident knows how to use the Extinguisher in case of a fire and will comply with all manufacturers operating standards, guidelines and instructions with respect to the use, maintenance and operation of the Extinguisher. Tenant acknowledges and agrees to assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction, or failure of the Extinguisher including replacement. In the event that Resident has any concerns or questions regarding fire safety, Resident agrees to call the local fire dept to ask the appropriate questions. In the event of an emergency, Resident agrees to call "911".

XIII. MISCELLANEOUS

- 1.) Insurance coverage maintained by Owner does not protect residents from loss of personal property by theft, fire water damage, etc. Each resident is required to obtain renter's insurance protecting his personal property and provide proof of coverage with a minimum coverage of \$100,000 Personal Liability Insurance. Resident is urged to mark all valuables with identifying numbers or symbols.
- 2.) If someone is to enter Resident's apartment during Resident's absence, resident must give Owner permission in writing to release a key.
- 3.) If Resident desires to transfer from one apartment to another during their tenancy, the resident must follow terms and conditions listed in the Transfer Agreement.
- 4.) Resident shall notify management in writing of any anticipated extended absence from the premises in excess of seven (7) days no later than the first day of the extended absence
- 5.) Smoking is prohibited in elevator(s) and all common areas.
- 6.) All residents with bistro sets and their balconies will assume liability and responsibility for any damages to, or loss of the property while in your possession.
- 7.) Water Beds and other water furniture are not permitted without prior written permission of the Owner.
- 8.) You must complete a satellite addendum and abide by its terms prior to installation or use. It is not permitted on any parking area, roof, exterior wall or building, window, windowsill, fence or common area. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 9.) Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Resident's apartment several times a year and as needed to prevent insect infestation. Owner will notify Resident's in advance of extermination in Resident's apartment, and give Resident instructions for the preparation of the apartment and safe contact with insecticides. Residents will be responsible to prepare the apartment for extermination in accordance with the Owner's instruction. Residents must request extermination treatments in addition to those regularly provided by the Owner in writing. Residents agree to perform the tasks required by Owner, per the instruction, on the day of the interior extermination to ensure the safety and effectiveness of the extermination. The buildings and common areas are serviced on a rotating schedule.

XIV. Photographs, Digital Images, Video

Residents agrees to allow owner, management and their respective subsidiaries, media contacts, associated press, and vendors the right to record the image and/or voice of the resident, and grants owner and management all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever unless prohibited by law. You hereby release owner, management and their respective subsidiaries, media contacts, associated press and vendors all rights to exhibit this work in all media including and not limited to electronic from publicly or privately. You waive any rights, claims or interest you may have to control the use of your or your occupants', guests' or invitees' identity or likeness in the sound, still or moving images and agree that any still described herein may be made without compensation or consideration to you, your occupants, guests or invitees.

XV. Group E-Mail and Text Communication

In the event you provided an email address or cell phone number to us, we may send important announcements via e-mail and/or text such as an emergency water shut off, change in office hours, etc. In addition, you may receive other promotional community messages, such as resident satisfaction surveys, surveys, resident referral messages, and various resident service reminders from our team via text or email. If you do not want to be included in group messages via e-mail or text, you may opt out of receiving future group correspondence in this manner.

XVI. Automate Electronic Payment

In the event your community uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day. Automated electronic payments include ACH transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System. There are advantages for you in paying your rent via automated electronic payments, including:

- Greater convenience since you won't have to worry each month with writing, mailing or delivering a rent check;
- No late charges since your rent will be paid timely, assuming there are sufficient funds in your checking account;
- Greater security since there is little or no chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
- Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.

Electronic check conversion is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at the time you make a purchase. Your financial institution will not return any checks that are converted, even if you normally receive your original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

XVII. Short-Term or Vacation Rental Service

The use of short-term or vacation rental service or any other similar short-term service shall be strictly prohibited, and shall be a material violation of the terms of the lease. All occupants must be named on the lease; as well, all persons over the age of 18 who occupy the apartment for any length of time must be screened and approved by the management. Authorized guests shall be exempt from the screening and occupant naming requirements, but no person in any short-term/vacation rental shall be deemed to be an authorized guest.

I/We the undersigned have read understand and will comply with all of the Rules and Regulations listed above. I/We further understand that failure to comply with these Rules and Regulations may result in temporary or permanent suspension of use of facilities, issuance of a Three Day Notice to Quit or Comply, or eviction at the sole discretion of Management.

THIS IS A BINDING LEGAL DOCUMENT, READ ENTIRE CONTRACT AND ANY ADDENDUMS BEFORE SIGNING.

Resident(s):
(All Residents must sign)

_____	_____
_____	_____
_____	_____

Owner or Owner's Representative:

Owner's Representative

**MORGAN
PEARL LANTANA
CLEANING/REPAIR/REPLACEMENT CHARGE LIST ADDENDUM TO RENTAL AGREEMENT**

Property: Pearl Lantana Resident(s): Laura Olson Apt. #

This document is incorporated into and shall become part of the Rental Agreement between the above Community and Resident dated 10/04/2022

Normal Charges. We do not consider general cleaning of any kind to be a condition of normal wear and tear. Listed below are the specific cleaning, repair, and replacement charges if done by Management.

CLEANING (minimum charges for each if applicable):

Oven:	\$ 25.00	Commode:	\$ 10.00
Range Hood:	\$ 10.00	Switch Plates:	\$ 2.00
Vent Hood :	\$ 10.00	Windows/Sills:	\$ 5.00
Refrigerator:	\$ 10.00	Blinds:	\$ 7.50
Kitchen Floor:	\$ 15.00	Patio Door :	\$ 10.00
Kitchen Counters:	\$ 10.00	Balcony:	\$ 10.00
Kitchen Cabinets:	\$ 20.00	Storage/Utility:	\$ 10.00
Kitchen Cabinets (Face):	\$ 5.00	Computer Desk:	\$ 10.00
Kitchen Drawers:	\$ 5.00	Bookshelves:	\$ 10.00
Kitchen Sink:	\$ 5.00	Vacuum Carpet:	\$ 20.00
Dishwasher:	\$ 10.00	Fireplace (if applicable):	\$ 15.00
Light Fixture:	\$ 2.00	Washer/Dryer:	\$ 7.50
Bath Tub:	\$ 15.00	Vents:	\$ 3.00
Shower/Tile:	\$ 15.00	All Fixtures:	\$ 4.00
Bathroom Sink:	\$ 5.00	Ceiling Fan:	\$ 10.00
Bathroom Floor:	\$ 10.00	Tile Entry:	\$ 15.00
Bath Counters:	\$ 10.00	Cleanout Garage:	\$ 50.00
Bath Cabinets:	\$ 10.00	Ozone Treatment:	\$ T&M
Bath Mirror:	\$ 5.00	Pet Treatment	\$ T&M
Microwave:	\$ 10.00		

REPLACEMENT (flat charges for each if applicable):

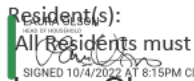
Oven Rack:	\$ 20.00	Peep Hole:	\$ 10.00
Burner Coils:	\$ 20.00	Light Fixture	\$ T&M
Drip Pan:	\$ 5.00	Exterior/Interior Door:	\$ T&M
Control Knobs:	\$ 5.00	Patio Door:	\$ T&M
Sink Strainer	\$ 2.50	Screens:	\$ T&M
Grbg Disposal Cover:	\$ 2.50	Window Covering:	\$ T&M
Towel Bar:	\$ T&M	Mailbox Keys:	\$ 25.00
Shower Rod:	\$ 15.00	Door Keys: (per door)	\$ 50.00
Toilet Seat:	\$ 25.00	Vinyl/Linoleum Flooring:	\$ T&M
Smoke Alarm:	\$ 20.00	Garage Door Opener:	\$ 75.00
Outlet Plate:	\$ 3.00	Carport Tag:	\$ 25.00
Switch Plates:	\$ 3.00	Gate Remote:	\$ 75.00
Carpet Replacement:	\$ T&M	Key Fob/Access Device:	\$ 75.00
Broiler Pan/Rack (if applicable):	\$ 25.00	Appliance:	\$ T&M
Fire Extinguisher:	\$ T&M	Valet Trash Can	\$ T&M

GENERAL LABOR (per hour if applicable):

Trash Removal (per bag):	\$ 25.00	Remove Wallpaper:	\$ T&M
Furniture Removal:	\$ T&M	Repair Holes	\$ T&M
Additional Cleaning:	\$ T&M	Countertop Repair:	\$ T&M
General Repair:	\$ T&M	Vinyl/Linoleum Repair:	\$ T&M
Carpet Repair:	\$ T&M	Porcelain Repair:	\$ T&M
Sheetrock Repair:	\$ T&M	Tub Repair:	\$ T&M
Paint Color Change	\$ T&M	Photo Documentation:	\$ T&M
Satellite Dish Removal:	\$ T&M	(if applicable)	

Nothing herein shall be construed as a limitation upon the Management or Agent's right to pursue cause for damages not specifically listed herein. Any other damages or repair will be done on "Time and Materials."

Executed on 10/04/2022

Resident(s):
All Residents must sign)

SIGNED 10/4/2022 AT 8:15PM CDT
Laura Olson

10/4/2022

_____	_____	_____
Date		Date
_____	_____	_____
Date		Date
_____	_____	_____
Date		Date
_____	_____	_____
Date		

Owner's Representative:

Date

**MORGAN
PEARL LANTANA
FITNESS CENTER AND SPORT COURT ADDENDUM**

This Addendum ("Addendum") dated 10/04/2022 is made a part of the Rental Agreement ("Lease") dated 11/02/2022 between PEARL LANTANA Apartments "Owner/Agent" and Laura Olson "Resident regarding the premises located # [REDACTED] ("the Unit")


The undersigned hereby requests permission to utilize the athletic and exercise facilities and equipment (the "Facilities") provided by Morgan Group Property Management, LLC for (the "Apartment Complex"). I have inspected the Facilities and am aware that use of the Facilities involves certain risks of injury. In consideration of the permission granted to me to use the Facilities, I assume the risk of any and all accidents, illnesses and injuries of any kind, including death, which may be sustained by me by reason of or in connection with my attendance at or use of the facilities. In addition, I agree that none of the Apartment Complex or any of its owners, owners' successors or assigns, officers, agents representatives or employees shall be liable or responsible for or on account of any such accident, illness, injury or death regardless of whether caused by the negligence, wrongful acts, omissions or breach of warranty of any of them regardless of whether strict liability would otherwise be applicable, and I release, discharge and absolve the Apartment Complex and its owners, owner's successors and assigns, officers, agents, representatives and employees from any and all liability and responsibility for or on account of any such accident, illness, injury or death.

I hereby covenant and agree to indemnify and hold harmless the Apartment Complex, its owners, owner's successors and assigns, officer's agents, representatives and employees from any and all losses, costs, claims, damages, injuries or liabilities, whatsoever, whether or not based on negligence, wrongful acts, omissions, breach of warranty or strict liability, arising out of or in any way connected with my use of the Facilities. I do hereby state and represent that under no circumstances will I take or allow or cause any action whatsoever against the owners, owner's successors and assigns, officers agents, representatives, employees or operators of the Facilities to recover money damages or other compensation or obtain any other remedy resulting from my use of the Facilities of the Apartment Complex. I agree to abide by all rules and regulations governing the use of the Facilities and all directories of the Apartment Complex staff.

I expressly state that I have read, understand and am familiar with this document and all its provisions and that I have full knowledge of the nature and extent of the risks incident to an inherent in my use of the Facilities. I hereby voluntarily and knowingly assume those risks and I understand that I will be solely responsible for any injury, loss or damage, including death, which I may sustain while using the Facilities and that by this release, I relieve the Apartment Complex and its owners, owner's successors and assigns, officer's agents, representatives and employees from any and all liability for such injury, loss, damage or death. I expressly state that I am in good health and that I have no physical limitations which would preclude my safe use of the Facilities. I am at least 18 years of age and otherwise legally competent to sign this release. This release shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. I understand that by signing this release, I give up any right to bring a court action to recover compensation or obtain any other remedy for any injury to myself or my property, or for my death, however caused, arising out of my use, now or in the future, of the Facilities of the Apartment Complex or while participation in any event, lesson or **I HAVE READ AND UNDERSTAND THIS RELEASE AND THAT I DO ADOPT IT IN ITS ENTIRETY.**

Executed on: 10/04/2022

Resident(s):
LAURA OLSON
All Residents must sign)

SIGNED 10/4/2022 AT 8:15PM CDT
Laura Olson

10/4/2022

Date

Date

Date

Date

Date

Date

Date

Owner's Representative

Date

MORGAN
PEARL LANTANA
RESIDENT SERVICE RELEASE OF LIABILITY ADDENDUM

For and in the consideration of **Pearl Lantana** ("Owner") offering a convenience to the Residents of Apartment No. [REDACTED] hereby Resident Services (if applicable), including but not limited to Dry Cleaning Services, Pest Control and Wi-Fi Services are provided to the Residents, the Undersigned agrees to the following:

- 1.) Neither Owner, Owner's managing agent ("Manager") nor their respective agents, contractors or employees are responsible or liable for any loss, damage or injury that Resident might sustain as a result of any Resident Services provided to Resident by Owner, Manager, their respective agents, contractors or employees. Resident agrees that Resident on behalf of Resident or Resident's family, guests or other occupants, shall never make demand upon, look to, institute or prosecute suit against Owner, Manager, or any of their respective agents, contractors, employees representative, their heirs, successors or assigns, for damages, costs, loss of personal property, damage or personal injury as a result of or arising out of any Resident Services provided by Owner, Manager, their respective agents, contractors or employees.
- 2.) Resident hereby releases, indemnifies and holds harmless Owner, Manager and their respective agents, contractors, and employees from and against any and all claims, causes of action, demands, costs or expenses, including court costs and attorney fees, arising out of or in any way related to any and all Resident Services provided to Resident to by owner, Manager and their respective agents, contractors and employees at **Pearl Lantana**.
- 3.) In the event that the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control.

Executed on: 10/04/2022

Resident(s):
LAURA OLSON
All Residents must sign)
Laura Olson
SIGNED 10/4/2022 AT 8:16PM CDT
Laura Olson

10/4/2022

Date

Date

Date

Date

Date

Date

Date

Owner's Representative:

Date

**MORGAN
PEARL LANTANA
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

This Electronic Package Delivery Addendum is attached to and becomes a part of the Lease Contract for Apt. No. [REDACTED] in the Pearl Lantana Apartments located at 6401 Rialto Blvd in Austin, TX (“Apartments”).

Whereas, the Apartments do not accept packages and deliveries on your behalf, or on behalf of any other Resident;

Whereas, the Apartments offer electronic package delivery service through a third-party vendor, Parcel Pending, LLC (“Parcel Pending”), and Resident has elected to utilize the electronic package delivery service offered by Parcel Pending to receive its packages and deliveries at the Apartments and further agrees to the following:

1. Resident acknowledges that the Apartments do not, and will not accept, packages or deliveries by or on behalf of Resident, or on behalf of any other occupant, family, guest or invitee of Resident. Resident agrees to notify all of its occupants, family, guests and invitees that the Apartments do not, and will not accept, packages or deliveries by or on behalf of Resident, or on behalf of any other occupant, family, guest or invitee of Resident.
2. Resident agrees to sign-up and register with Parcel Pending at www.myparcelpending.com and pay all fees associated with same to receive packages and deliveries at the Apartments solely through Parcel Pending’s lockers located at the Apartments. All packages will be delivered to the Parcel Pending lockers located at the Apartments. Oversized packages, as determined by Parcel Pending, will be returned to the courier hub. Resident agrees to assume all risks of loss, delay and damage and maintain the appropriate levels of insurance in the event that Resident has any packages delivered to the Parcel Pending lockers.
3. Resident acknowledges that the Apartments have no control over Parcel Pending, its website or the processing of any orders, shipments, packages or deliveries through Parcel Pending. Resident further acknowledges that the Apartments have no control over the Parcel Pending lockers located at the Apartments. The Parcel Pending lockers are controlled solely by Parcel Pending and the Apartments cannot grant access to the lockers, cannot provide codes to access the lockers or provide any way of accessing any items contained within the lockers. **Access to the lockers can only be acquired through Parcel Pending.** Further, should Parcel Pending’s website fail, or the code that is provided to you by Parcel Pending not work, you acknowledge and that the Apartments have no way of providing you with any access codes and you agree to look solely to Parcel Pending to resolve the issue and provide you with a working code.

**MORGAN
PEARL LANTANA
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

4. Resident is solely responsible for picking up any packages delivered to the Apartments and may be subject to pay storage fees, as required by Parcel Pending, if packages are held in the Parcel Pending lockers beyond the allowable time frame per the terms of the agreement with Parcel Pending. Should Resident incur additional fees with Parcel Pending, Resident acknowledges and understands that the Apartments have no way of reducing, waiving or altering the fees assessed by Parcel Pending. Further, Resident acknowledges and understands that the only way to access the lockers is to pay Parcel Pending directly for any and all fees, costs and expenses it alleges are due and owing.

5. RESIDENT, ITS OCCUPANTS, FAMILY, GUESTS AND INVITEES HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE APARTMENTS, THE APARTMENTS' OWNER, THE MANAGING AGENT AND ENTITY FOR THE APARTMENTS AND THEIR RESPECTIVE AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, RELATED ENTITIES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, DEBTS, DEMANDS, ACTIONS, CAUSES OF ACTION (AT LAW OR IN EQUITY), LAWSUITS, DELAYS, DAMAGES, INJURIES, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURIES, DAMAGES, ATTORNEY'S FEES, COSTS, DELAYS, LOST WAGES, PAIN AND SUFFERING, MEDICAL EXPENSES, POSSIBLE FUTURE MEDICAL EXPENSES, OR OTHER EQUITABLE OR COMMON LAW RELIEF FOR ANY CAUSES OF ACTION, OBLIGATIONS, CONTRACTS, TORTS, OR SUIT, OF WHATEVER CHARACTER, FIXED OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED, ARISING OUT OF OR IN ANY WAY RELATING TO THIS ELECTRONIC PACKAGE DELIVERY ADDENDUM, THE SERVICES PROVIDED BY PARCEL PENDING, THE RESIDENT'S AGREEMENT WITH PARCEL PENDING, THE PARCEL PENDING LOCKERS LOCATED AT THE APARTMENTS OR THE FAILURE OF RESIDENT TO RECEIVE ANY PACKAGE OR DELIVERY SENT TO THE APARTMENTS OR THE PARCEL PENDING LOCKERS AT THE APARTMENTS, REGARDLESS OF WHETHER IT IS ALLEGED OR PROVEN THAT SUCH CLAIMS, CAUSES OF ACTION, DEMANDS, COSTS OR EXPENSES ARE CAUSED, IN WHOLE OR IN PART, BY THE JOINT, CONCURRENT OR SOLE NEGLIGENCE, FAULT, ACTS OR OMISSIONS OF ANY INDEMNIFIED PARTY. THE FOREGOING RELEASE AND INDEMNITY SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE LEASE.

6. This Electronic Package Delivery Addendum shall be construed and enforced in accordance with the laws of the State of TX. Resident hereby acknowledge, stipulates and agrees that any dispute arising out of or in any way relating to this Electronic Package Delivery Addendum, the services provided by Parcel Pending, the Resident's Agreement with Parcel Pending, the Parcel Pending lockers located at the Apartments or

**MORGAN
PEARL LANTANA
ELECTRONIC PACKAGE DELIVERY ADDENDUM**

the failure of Resident to receive any package or delivery sent to the Apartments or the Parcel Pending lockers at the Apartments, shall be subject to jurisdiction solely within a court of competent in Travis County, TX.

7. Should a court of competent jurisdiction determine liability against the Apartments, the Apartments' owner, the managing agent and entity for the Apartments, or any of their respective agents, representative, employees, officers, directors, successors and assigns or related entities, then the parties herein agree that the maximum liability for same shall not exceed \$150.00.

8. If any provision of this Electronic Package Delivery Addendum is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

Executed on 10/04/2022

Resident or Residents:

Date:

Signature

Printed Name

Signature

Printed Name

Owner or Owner's Representative:

Date:

Signature

Printed Name

LEASE HOLDING RESIDENT(S) ADDENDUM TO LEASE

Unit Address: 6401 Rialto Blvd # [REDACTED], Austin, TX 78735

Lease Contract Date: 11/02/2022

In reference to paragraph 1 of the Apartment Lease Contract Effective as of the Date noted above, the Resident(s) below shall be leaseholders, known as “Residents”, for the above referenced Lease:

Laura Olson

All Resident(s) are jointly liable for the terms and conditions of the Apartment Lease Contract (the “Lease”) and all attached addendums.

My signature below confirms that I have read and agree to the above disclosures/provisions. All Resident signatures are required.

, as agent for owner

By: _____

Property Director

Dated: _____


LAURA OLSON
HEAD OF HOUSEHOLD
SIGNED 10/4/2022 AT 8:16PM CDT

Resident: _____

Resident: _____

Resident: _____

Resident: _____

Resident: _____

Resident: _____

Resident: _____

MORGAN GROUP PROPERTY MANAGEMENT, LLC
 Pearl Lantana
 RESIDENT SERVICE FEE ADDENDUM

This is an addendum (this "Addendum") to the TAA Apartment Lease Contract for Apt. No. [REDACTED] in the complex known as Pearl Lantana owned by MGI-GFP Lantana Holdings, LLC ("Owner") located at 6401 Rialto Blvd (the "Apartment Complex"). The terms of this Addendum will control if the terms of the Lease and this Addendum conflict.

RESIDENT SERVICE FEE

In addition to your monthly rent, you will be charged a monthly Resident Services Fee in the amount of **\$41.50** for various services that will be provided to you as a resident of the Apartment Complex. A prorated Resident Service Fee of \$ 40.12 is due for the remainder of the first month on the 11/02/2022. The Resident Service Fee includes costs associated with valet waste removal, pest control services, teal system, and other services Owner may desire to provide to you from time to time. The Resident Services Fee must be paid in full by the first day of each month, and failure to pay such fee before the fourth day of the month may result in late fees, is a material breach by you of the Lease and a default under paragraph 32.1 (A) of the Lease for which Owner may sue you for eviction.

Owner or its property management team will notify you at least thirty (30) days prior to implementing any changes to the Resident Services Fee. If there is a change in the terms of the Resident Services Fee, Owner may require you to sign a new Resident Services Fee Addendum or an amendment to this Addendum to document the change. By signing the Lease and this Addendum, you agree to sign and return any new Resident Services Fee Addendum or amendment to this Addendum within ten (10) days after receipt thereof. You also acknowledge that your failure to pay the Resident Services Fee or sign a new Resident Services Fee Addendum or amendment to this Addendum will be a breach of your Lease.

I have read, understand, and agree to comply with the preceding provisions: *[All residents must sign here]*

Resident(s): All Residents must sign) SIGNED 10/4/2022 AT 8:16PM CDT Laura Olson	10/4/2022 _____ Date	_____ Date
	_____ Date	_____ Date
	_____ Date	_____ Date
	_____ Date	
	_____ Date	

Owner's Representative

 Date

LEASE ADDENDUM REGARDING SMOKING

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, Texas **OR** the house, duplex, etc. located at (street address) _____ in _____, Texas.

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

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

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

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

- is permitted
- is not permitted.

Only the following outside areas may be used for smoking: _____

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

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

4. Your responsibility for damages and cleaning. You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

5. Your responsibility for loss of rental income and economic damages regarding other residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

6. Definition of smoking. "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. Lease Contract termination for violation of this addendum. We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

8. Extent of your liability for losses due to smoking. Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

9. Your responsibility for conduct of occupants, family members and guests. You are responsible for communicating the no- smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

10. No warranty of a smoke-free environment. Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

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

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

Signatures of All Residents

Signature of Owner or Owner's Representative

Coronavirus (COVID-19) Information and Preparedness

Dear valued residents,

We share your concerns about COVID-19. The purpose of this letter is to supplement the information previously provided with respect to COVID-19 information and preparedness. Please understand that we are not healthcare providers. We will not and cannot provide guidance with respect to medical or healthcare services. The Centers for Disease Control and Prevention (CDC) and other healthcare officials should continue to be your primary source of information and advice. We, like you, are relying on these resources for the latest information, updates, and guidance about COVID-19.

The CDC currently recommends maintaining a distance of 6 feet from others when possible and following public health advice regarding social distancing measures. During this time, we will perform emergency maintenance services only.

If our maintenance personnel or vendors enter your unit to perform emergency repairs, we have directed them to maintain their distance. Please provide them an appropriate amount of space. If you have questions about the work performed in your unit, please contact the management office via phone or email.

Please note that we consider emergency maintenance issues to be those relating to water leaks, mold, electrical problems, broken or missing locks or latches, or other conditions that pose a hazard to property, health, or safety.

If you elect to go into self-quarantine or self-isolation, please follow the advice and guidance of your healthcare provider and the CDC. We also ask that you avoid common areas and notify us so that proper precautions can be made if we or our vendors need to enter your unit for emergency maintenance purposes. Please also notify us if any of the following apply to you:

- ***You have tested positive for COVID-19;***
- ***You have a fever (over 100.4° F), felt feverish, or had chills;***
- ***You have a new or worsening cough;***
- ***You have a new or worsening difficulty breathing;***
- ***You have traveled internationally within the last 14 days; or***
- ***You have had close contact with a person known to have COVID-19.***

* * *

The CDC website states the following with respect to prevention of COVID-19:

There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19). The best way to prevent illness is to avoid being exposed to this virus. However, as a reminder, CDC always recommends everyday preventive actions to help prevent the spread of respiratory diseases including:

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose and mouth.

- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.
- Follow public health advice regarding school closures, avoiding crowds and other social distancing measures.

* * *

For a comprehensive list of recommendations and for further information, updates, and guidance, you are directed to contact the CDC at:

- www.cdc.gov
- Ph. 1-800-232-4636

Sincerely,

Your management team



For more information: www.cdc.gov/COVID19

LAURA OLSON
HEAD OF HOUSEHOLD

SIGNED 10/4/2022 AT 8:17PM CDT

EDOCUMENT SIGNER
Baxter Eastley
SIGNED 10/6/2022 AT 9:11AM CDT

HBOM00275296

Notification about COVID-19 cases

We continue to rely on The Center for Disease Control and Prevention (CDC) and other public health officials for information, updates, and guidance regarding COVID-19. In light of the current information and guidance from the CDC and other public health officials regarding COVID-19, it is possible that residents within our community have elected or will soon elect to go into self-quarantine or self-isolation in their apartments.

Local governmental officials do not provide information to us about whether there are confirmed cases of COVID-19 at our properties. If a resident informs us that they have tested positive for COVID-19, we are asking the resident to remain in their apartment for the duration of their recommended quarantine, avoid all common areas, and follow the guidance of their healthcare provider and the CDC. Out of consideration for our residents' privacy, we will not be able to notify you if there is a possible case of COVID-19 within our community. It is also possible and even likely that residents at the property have COVID-19 and have not notified anyone. We suggest you act as if anyone could have the virus. Please contact your local health department to obtain specific information about the threat in your area or if you feel you have been exposed to COVID-19.

As you know, we have temporarily closed all non-essential common areas and we ask that you use the remaining common areas only when necessary. Additionally, we continue to clean and disinfect common areas and frequently touched surfaces.

You cannot not rely on these measures to keep you safe. We strongly advise you to be proactive and diligent in protecting yourself by following the below recommendations and our other communications to you.

Be considerate of others:

Do not risk getting your friends and neighbors sick. While in common areas, please practice appropriate social distancing by keeping at least 6 feet between yourself and others. If you or a member of your household are feeling ill, please do not enter common areas.

Protect yourself:

We encourage you to follow the CDC Guidelines<<https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>> on health and hygiene. In particular, wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use an alcohol-based sanitizer that is at least 60% alcohol. Avoid close contact with sick people. Avoid touching your eyes, nose and mouth with unwashed hands. Stay home if you are sick. Avoid shaking hands and cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Practice social distancing and keep at least 6 feet of space between you and other people.

Let us know if you self-quarantine:

If you choose to self-quarantine because you are experiencing symptoms, or are diagnosed with COVID-19, please follow the advice of your healthcare provider and other public health officials and notify us immediately. We will be supportive in this situation and take the necessary preventive steps.

{102670/00125/01399811.DOCX 1 }

LO
10/4/2022

BE
10/6/2022

HBOM00275297

Use the resident portal:

We have a robust resident portal through which you can enter emergency maintenance requests, pay rent, and renew your lease. Using the resident portal is a very convenient way to communicate and transact business and we highly recommend that you login to the resident portal to enter emergency maintenance requests as well as pay your rent to avoid the need to bring a check by the office.

Stay informed:

For the most up-to-date information on COVID-19, please visit the CDC Website<<http://www.cdc.gov/coronavirus/2019-ncov/index.html>> or the WHO Website<<https://www.who.int/emergencies/diseases/novel-coronavirus-2019>>.

While no actions can completely eliminate the possibility of illness, please know that we are working to keep our properties as clean and safe as possible. We appreciate everything you are doing to look out for each other in these unprecedented times.

Should you have any questions or concerns, please do not hesitate to contact the property management team. We will continue to monitor this situation closely to ensure we follow the recommended measures that promote healthy environments for all.

{102670/00125/01399811.DOCX 1 }

LAURA OLSON

HEAD OF HOUSEHOLD


SIGNED 10/4/2022 AT 8:17PM CDT

EDOCUMENT SIGNER

Baxter Eastley

SIGNED 10/6/2022 AT 9:11AM CDT

LEASE ADDENDUM FOR ADDITIONAL SPECIAL PROVISIONS

1. **Addendum.** This is an addendum to the TAA Lease for Apt. No. _____ in the
MGI-GFP Lantana Holdings LLC
_____ Apartments in Austin,
Texas **OR**
the house, duplex, etc. located at (street address) _____
_____ in _____, Texas.

2. **Purpose.** The following special provisions become part of the Lease:

The use of short-term or vacation rental service or any other similar short-term service shall be strictly prohibited, and shall be a material violation of the terms of the lease. All occupants must be named on the lease; as well, all persons over the age of 18 who occupy the apartment for any length of time must be screened and approved by the management. Authorized guests shall be exempt from the screening and occupant naming requirements, but no person in any short-term/vacation rental shall be deemed to be an authorized guest.

Signature of All Residents

Signature of Owner or Owner's Representative

Texas Apartment Association


LAURA OLSON
HEAD OF TECHNOLOGY
SIGNED 10/4/2022 AT 8:18PM CDT


EDOCUMENT SIGNER
Baxter Easley
SIGNED 10/6/2022 AT 9:11AM CDT

VIRUS WARNING AND WAIVER ADDENDUM

This **Virus Warning and Waiver Addendum** relates to the TAA Lease Contract, signed _____, _____ for Apt. No. _____ in the **MGI-GFP Lantana Holdings LLC** _____ Apartments in **Austin**, 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 _____

MGI-GFP Lantana Holdings LLC, 6401

Rialto Blvd # _____

Apartment name and unit number or street address of leased premises

FLOOD DISCLOSURE NOTICE

In accordance with Texas law, we are providing the following flood disclosure:

- We are or are not aware that the unit you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a unit is located in a flood hazard area. Most renter's insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- We are or are not aware that the unit you are renting has flooded (per the statutory definition below) at least once within the last five years.


As defined in Texas Property Code 92.0135(a)(2), "flooding" means "a general or temporary condition of a partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall."

Signatures of All Residents

Signature of Owner or Owner's Representative

Date

Texas Apartment Association

LAURA OLSON
HEAD OF HOUSING

SIGNED 10/4/2022 AT 8:18PM CDT

EDOCUMENT SIGNER

SIGNED 10/6/2022 AT 9:11AM CDT

Security Guidelines for Residents Addendum

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

Apt. # _____ at **MGI-GFP Lantana**
Holdings LLC

(name of apartments)

or other dwelling located at _____

(street address of house, duplex, etc.)

City/State where dwelling is located _____
_____.

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

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

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.

- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt on your unit when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 11 of the Lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices, smoke alarms and other detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke alarms and other detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.

Resident or Residents (all sign below)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

Owner or Owner's Representative (sign below)

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

SUBMETERING AND ALLOCATION OF WATER, ELECTRICITY, GAS, CENTRAL SYSTEMS, CABLE/SATELLITE TELEVISION, TRASH REMOVAL AND RECYCLING, STORMWATER/DRAINAGE, VARIOUS SERVICES AND OTHER GOVERNMENTAL FEES

This chart details which state agencies govern various submetering and allocation programs and what resources are available to assist you.

UTILITY	AGENCY THAT GOVERNS	STATUTE THAT GOVERNS	AGENCY RULES	TAA FORM AVAILABLE	ARTICLE
Water submetering	Public Utility Commission [www.puc.texas.gov]	Section 13.503, Texas Water Code, REDBOOK page 658	PUC Rules on Water Submetering, REDBOOK page 664	"Water/Wastewater Submetering Addendum," REDBOOK page 170 Includes required PUC rules, which must be attached to any addendum	"Water Submetering Requirements," REDBOOK page 120
Water allocation	Public Utility Commission [www.puc.texas.gov]	Section 13.5031, Texas Water Code, REDBOOK page 658	PUC Rules on Water Allocation, REDBOOK page 664	"Lease Addendum for Allocating Water/Wastewater Costs," REDBOOK page 167. Must also attach PUC rules	"Water Allocation Requirements," REDBOOK page 116
Electricity submetering	Public Utility Commission [www.puc.texas.gov]	Section 184.013, Texas Utilities Code, REDBOOK page 656	PUC Rules on Electric Submetering, REDBOOK page 660	"Electrical Submetering Addendum," REDBOOK page 159. Includes required summary of PUC rules	"Electrical Submetering Requirements," REDBOOK page 113
Electricity allocation	Public Utility Commission [www.puc.texas.gov]	Section 184.052, Texas Utilities Code, REDBOOK page 656	PUC Rules on Non-submetered, Mastermtered Electricity, REDBOOK page 663	"Lease Addendum for Allocating Mastermtered Electrical Costs," REDBOOK page 158 Note: PUC must approve any formula other than per-square foot before it's used.	"Electrical Allocation Requirements," REDBOOK page 111
Central system allocation	Public Utility Commission (water and electricity; gas central system allocation is unregulated) [www.puc.texas.gov]	Section 184.052, Texas Utilities Code, REDBOOK page 656	PUC Rules on Central Systems, REDBOOK page 663	"Lease Addendum for Allocating Central System Utility Costs," REDBOOK page 157. Caution: Modify to fit your circumstances.	"Central System Allocation," REDBOOK page 107
Gas submetering	Texas Railroad Commission [www.rrc.state.tx.us]	Section 124.002, Texas Utilities Code, REDBOOK page 655	RRC Rules on Gas Submetering, REDBOOK page 669	None available. To TAA's knowledge, no multifamily properties submeter gas.	None available.
Gas allocation	Not regulated by state, but may possibly be regulated on local level. Owners should verify before passing along these costs.	Not governed by state statute.	Not governed by state agency rules.	"Lease Addendum for Allocating Natural Gas Costs," REDBOOK page 162	"Gas Allocation Recommendations," REDBOOK page 110

UTILITY	AGENCY THAT GOVERNS	STATUTE THAT GOVERNS	AGENCY RULES	TAA FORM AVAILABLE	ARTICLE
Cables/satellite television service	Not regulated by state, but may possibly be regulated on local level. Owners should verify before passing along these costs.	Not governed by state statute.	Not governed by state agency rules.	"Lease Addendum for Allocating Cable/Satellite Television Service," REDBOOK page 156	"Everything You Wanted to Know About Vendors, But Were Afraid to Ask," REDBOOK Online
Stormwater/drainage	Not regulated by state, but may possibly be regulated on local level. Owners should verify before passing along these costs.	Not governed by state statute.	Not governed by state agency rules.	"Lease Addendum for Allocating Stormwater/ Drainage Costs," REDBOOK page 164	"Allocating Stormwater/ Drainage Costs," REDBOOK page 105
Trash removal/recycling	Not regulated by state, but may possibly be regulated on local level. Owners should verify before passing along these costs.	Not governed by state statute.	Not governed by state agency rules.	"Lease Addendum for Allocating Trash Removal and Recycling Costs," REDBOOK page 165. "Flat fee" addendum, page 166	"Trash Removal and Recycling Cost Allocation," REDBOOK page 115
Other services and governmental fees	Not regulated by state, but may possibly be regulated on local level. Owners should verify before passing along these costs.	Not governed by state statute.	Not governed by state agency rules.	"Lease Addendum for Allocating Services and Governmental Fees," REDBOOK page 163	"Allocating Services and Governmental Fees," REDBOOK page 103
Interruption of water and gas	Water and gas can only be cut off in certain circumstances, including for bona fide repairs, construction or emergency.	Section 92.008, Texas Property Code on REDBOOK page 619	Not governed by state agency rules.	Not applicable.	None available.
Interruption of electricity	Electricity may be cut off for repairs, construction or emergency. Submetered or allocated electricity may be interrupted for nonpayment of an electric bill.	Section 92.008, Texas Property Code on REDBOOK page 619	Not governed by state agency rules.	"Notice of Intent to Terminate Electric Service," REDBOOK Online; "Electricity Termination Notice," REDBOOK Online	"Disconnecting Electricity When Bills Are Not Paid," REDBOOK page 434
Enforcement of submetering and allocation	Regulated by the state agencies that govern the various utilities.	Section 144.071, Texas Utilities Code, REDBOOK page 657, and Section 13.505, Texas Water Code, REDBOOK page 659	Public Utility Commission Rules on Submetering Electricity (REDBOOK page 660), Allocating Non-submetered Mastermeters Electricity (REDBOOK page 663) and Allocating Central System Costs (REDBOOK page 663) Also, PUC Rules on Water Sub-metering and Water Allocation (REDBOOK page 664)	See forms noted above for various utilities. Owner violation of rules makes owner subject to residents recovering triple the amount of any overcharges, a civil penalty equal to one month's rent and reasonable attorney's fees and costs.	See the individual articles for specific information.

COMMUNITY POLICIES ADDENDUM

1. Addendum. This is an addendum to the Lease between you and us for Apt. No. [redacted] in the MGI-GFP Lantana Holdings LLC Apartments in Austin, Texas OR the house, duplex, etc. located at (street address) [redacted] in [redacted], Texas.

2. Payments. All payments for any amounts due under the Lease must be made: [x] at the onsite manager's office [x] through our online portal [] by mail to [redacted], or [] other: [redacted]

The following payment methods are accepted:

[x] electronic payment [x] personal check [x] cashier's check [x] money order, or [] other: [redacted]

We have the right to reject any payment not made in compliance with this paragraph.

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

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.

4. Requests, Consent, Access and Emergency Contact. All written requests to us must be submitted by: [x] online portal [x] email to leasing.pearllantana@morgangroup.com [x] hand delivery to our management office, or [] other: [redacted]

From time to time, we may call or text residents with certain promotional or marketing messages that may be of interest. By signing this form and providing contact information, you are giving us your express written consent to contact you at the telephone number you provided for marketing or promotional purposes, even if the phone number you provided is on a corporate, state or national Do Not Call list. To opt out of receiving these messages, please submit a written request to us by the method noted above.

You agree to receive these messages from us through an automatic telephone dialing system, prerecorded/artificial voice messages, SMS or text messages, or any other data or voice transmission technology. Your agreement is not required as a condition of the purchase of any property, goods, or services from us.

Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy or access devices, unless authorized by court order.

After-hours phone number (512) 358-7700 (Always call 911 for police, fire, possible criminal activity or medical emergencies.)

5. Parking. We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle: (a) has a flat tire or is otherwise inoperable; (b) is on jacks, on blocks, or has a wheel missing; (c) takes up more than one parking space; (d) belongs to a resident or occupant who has surrendered or abandoned the apartment; (e) is in a handicapped space without the legally required handicapped insignia; (f) is in a space marked for office visitors, managers, or staff; (g) blocks another vehicle from exiting; (h) is in a fire lane or designated "no parking" area; (i) is in a space that requires a permit or is reserved for another resident or apartment; (j) is on the grass, sidewalk, or patio; (k) blocks a garbage truck from access to a dumpster; (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or (m) is not moved to allow parking lot maintenance.



6. **HVAC Operation.** If the exterior temperature drops below 32° F you must keep the heat on and set to a minimum of 50° F. You must also open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all the faucets in your apartment using both the hot and cold water. Leave the faucets dripping until the exterior temperature rises above 32° F. You must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.

7. **Amenities.** Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. This permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies, and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities and to change those or close any of the Amenities based upon our needs. We may make changes to the rules for the use of the Amenities at any time.

Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past or future claims or liability of any kind related to your decision to use the Amenities.

8. **Package Services.** We do or do not accept packages on behalf of residents.

If we DO accept packages, you give us permission to sign and accept any parcels or letters you receive through UPS, Federal Express, Airborne, United States Postal Service or other package delivery services. You agree that we are not liable or responsible for any lost, damaged or unordered deliveries and will hold us harmless.

9. **Fair Housing Policy.** We comply with applicable fair housing laws. In accordance with fair housing laws, we'll make reasonable accommodations to our rules, policies, practices or services and allow reasonable modifications to give disabled persons access to and use of the dwelling and common areas. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any. This fair housing policy does not expand or limit any rights and obligations under applicable law.

10. **Special Provisions.** The following special provisions control over conflicting provisions of this form:

Signature of All Residents

Signature of Owner or Owner's Representative

08/14/2023

RESIDENT CHARGES/PAYMENTS LEDGER

res-370-002

08/01/2020 through 08/14/2023

Parameters Show transactions beginning - 08/01/2020 Select Status - All; Ledger Type - Resident; SubJournals - ALL;

Personal Info		Lease Info		Scheduled Billing		Ledger Info	
Name	Laura Olson	Market Rent	2,515.00	Lease Rent	2,880.00	Previous Balance	(387.50)
		Move-In Lease Begin	08/01/2020 11/02/2022	Other Charges	41.50	Charges Payments	95,680.19 93,080.19
		Other Credits			0.00		
Bldg/Unit Status	Current resident	Lease End Move-Out	11/01/2023			Credits Current Balance	2,212.50 0.00
Contact Info	(H) 1452	Notice Given					
	(M) 1452	Notice For					
email	lolsor					Deposits On Hand	0.00
						Deposits Due	0.00

Ledger Detail

Date	Period	Bldg/Unit	Transaction Code	Description	Journal	Document #	Charge	Credit	Balance
								Balance Forwarded	(387.50)
08/01/2020	082020		PW - OTCONC	2 weeks free on vacant 2 bedrooms				1,097.00	(1,484.50)
08/01/2020	082020		PW - OTCONC	\$750.24 HR LNL on 2 bedrooms				750.00	(2,234.50)
08/01/2020	082020		CM - RESSVCS	Resident Svc Fees			41.50		(2,193.00)
08/01/2020	082020		CA - RENT	Rent			2,193.00		0.00
09/01/2020	092020		CM - RESSVCS	Resident Svc Fees			41.50		41.50
09/01/2020	092020		CA - RENT	Rent			2,193.00		2,234.50
09/02/2020	092020		PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson		FMSLKGSLLA1		2,234.50	0.00
10/01/2020	102020		CM - WATER	Water Reimbursement - 08/01/20-08/14/20		21301091820022 8341219	17.14		17.14
10/01/2020	102020		CM - RESSVCS	Resident Svc Fees			41.50		58.64
10/01/2020	102020		CA - RENT	Rent			2,193.00		2,251.64
10/02/2020	102020		PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson		BNWP2WVLLA 3		2,251.64	0.00
11/01/2020	112020		CM - ELEC	Electric Reimbursement - 08/01/20-08/20/20		21301101820022 7041136	50.00		50.00
11/01/2020	112020		CM - GAS	Gas Reimbursement - 08/01/20-08/20/20		21301101820022 7041137	16.43		66.43
11/01/2020	112020		CM - WATER	Water Reimbursement - 08/14/20-09/15/20		21301101820022 7041138	38.36		104.79
11/01/2020	112020		CM - RESSVCS	Resident Svc Fees			41.50		146.29
11/01/2020	112020		CA - RENT	Rent			2,193.00		2,339.29
11/03/2020	112020		PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson		YPTQW80MLA3		2,339.29	0.00
12/01/2020	122020		CM - WATER	Water Reimbursement - 09/15/20-10/15/20		21301111820023 2111047	36.32		36.32
12/01/2020	122020		CM - RESSVCS	Resident Svc Fees			41.50		77.82
12/01/2020	122020		CA - RENT	Rent			2,193.00		2,270.82
12/02/2020	122020		PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson		SRV97B2MLA7		2,270.82	0.00
01/01/2021	012021		CM - WATER	Water Reimbursement - 10/15/20-11/12/20		21301121820021 204912	34.30		34.30
01/01/2021	012021		CM - RESSVCS	Resident Svc Fees			41.50		75.80
01/01/2021	012021		CA - RENT	Rent			2,193.00		2,268.80
01/04/2021	012021		CB - LATEFEE	Late Fee			109.65		2,378.45
01/04/2021	012021		PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson		2K12LS6MLA7		2,378.45	0.00
02/01/2021	022021		CM - WATER	Water Reimbursement - 11/12/20-12/14/20		21301011821021 132878	32.29		32.29
02/01/2021	022021		CM - RESSVCS	Resident Svc Fees			41.50		73.79
02/01/2021	022021		CA - RENT	Rent			2,193.00		2,266.79
02/02/2021	022021		PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson		M27VK49MLA4		2,266.79	0.00
03/01/2021	032021		CM - WATER	Water Reimbursement - 12/14/20-01/15/21		21301021821020 953827	35.73		35.73
03/01/2021	032021		CM - RESSVCS	Resident Svc Fees			41.50		77.23

08/14/2023

RESIDENT CHARGES/PAYMENTS LEDGER

res-370-002

08/01/2020 through 08/14/2023

Parameters Show transactions beginning - 08/01/2020 Select Status - All; Ledger Type - Resident; SubJournals - ALL;

03/01/2021	032021	█	CA - RENT	Rent		2,193.00	2,270.23
03/02/2021	032021	█	PW - STORMCON	URI Freeze Abatement	0	365.50	1,904.73
03/12/2021	032021	█	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	JB3B1WCMLA7	1,904.73	0.00
03/30/2021	042021	█	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	WT81PLGMMMA2	2,265.05	(2,265.05)
04/01/2021	042021	█	CM - WATER	Water Reimbursement - 01/15/21-02/13/21	21301031821020 139770	30.55	(2,234.50)
04/01/2021	042021	█	CM - RESSVCS	Resident Svc Fees		41.50	(2,193.00)
04/01/2021	042021	█	CA - RENT	Rent		2,193.00	0.00
05/01/2021	052021	█	CM - RESSVCS	Resident Svc Fees		41.50	41.50
05/01/2021	052021	█	CA - RENT	Rent		2,193.00	2,234.50
05/01/2021	052021	█	CM - WATER	Water Reimbursement - 02/13/21-03/15/21	21301041821021 015694	30.02	2,264.52
05/03/2021	052021	█	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	7D1610LMLA5	2,264.52	0.00
06/01/2021	062021	█	CM - RESSVCS	Resident Svc Fees		41.50	41.50
06/01/2021	062021	█	CA - RENT	Rent		2,193.00	2,234.50
06/01/2021	062021	█	CM - WATER	Water Reimbursement - 03/15/21-04/14/21	21301052821163 015611	35.29	2,269.79
06/02/2021	062021	█	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	79VNJ1NMLA4	2,269.79	0.00
07/01/2021	072021	█	CM - RESSVCS	Resident Svc Fees		41.50	41.50
07/01/2021	072021	█	CA - RENT	Rent		2,193.00	2,234.50
07/01/2021	072021	█	CM - WATER	Water Reimbursement - 04/14/21-05/14/21	21301062921223 540577	28.49	2,262.99
07/02/2021	072021	█	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	DR2LSRQMLA5	2,262.99	0.00
08/01/2021	082021	█	CM - RESSVCS	Resident Svc Fees		41.50	41.50
08/01/2021	082021	█	CA - RENT	Rent		2,193.00	2,234.50
08/01/2021	082021	█	CM - WATER	Water Reimbursement - 05/14/21-06/15/21	21301071921070 549566	34.69	2,269.19
08/02/2021	082021	█	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	0K6FZ5VMMMA1	2,269.19	0.00
09/01/2021	092021	█	CM - RESSVCS	Resident Svc Fees		41.50	41.50
09/01/2021	092021	█	CA - RENT	Rent		2,193.00	2,234.50
09/01/2021	092021	█	CM - WATER	Water Reimbursement - 06/15/21-07/15/21	21301081821021 420507	41.21	2,275.71
09/03/2021	092021	█	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	PS083LYML18	2,275.71	0.00
10/01/2021	102021	█	CM - RESSVCS	Resident Svc Fees		41.50	41.50
10/01/2021	102021	█	CA - RENT	Rent		2,193.00	2,234.50
10/01/2021	102021	█	CM - WATER	Water Reimbursement - 07/15/21-08/14/21	21301091821020 201454	46.15	2,280.65
10/02/2021	102021	█	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson 10/3/2021	RBNLNZ1NL10	2,280.65	0.00
11/01/2021	112021	█	CM - RESSVCS	Resident Svc Fees		1.38	1.38
11/01/2021	112021	█	CA - RENT	Rent		73.10	74.48
11/01/2021	112021	█	CM - WATER	Water Reimbursement - 08/14/21-09/15/21	21301101821112 617438	47.87	122.35
11/02/2021	112021	█	CM - RESSVCS	Resident Svc Fees		40.12	162.47
11/02/2021	112021	█	CA - RENT	Rent		2,491.10	2,653.57
11/02/2021	112021	█	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	4ZVD514NL10	2,653.57	0.00
12/01/2021	122021	█	CM - RESSVCS	Resident Svc Fees		41.50	41.50
12/01/2021	122021	█	CA - RENT	Rent		2,577.00	2,618.50
12/01/2021	122021	█	CM - WATER	Water Reimbursement - 09/15/21-10/14/21	21301111821093 510436	44.28	2,662.78
12/03/2021	122021	█	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	L802QR6NL10	2,662.78	0.00
01/01/2022	012022	█	CM - RESSVCS	Resident Svc Fees		41.50	41.50

08/14/2023

RESIDENT CHARGES/PAYMENTS LEDGER

res-370-002

08/01/2020 through 08/14/2023

Parameters Show transactions beginning - 08/01/2020 Select Status - All; Ledger Type - Resident; SubJournals - ALL;

01/01/2022	012022	████	CA - RENT	Rent		2,577.00	2,618.50
01/01/2022	012022	████	CM - WATER	Water Reimbursement - 10/14/21-11/11/21	21301121821070 520427	48.68	2,667.18
01/03/2022	012022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	XK1865BNLA4	2,667.18	0.00
02/01/2022	022022	████	CM - RESSVCS	Resident Svc Fees		41.50	41.50
02/01/2022	022022	████	CA - RENT	Rent		2,577.00	2,618.50
02/01/2022	022022	████	CM - WATER	Water Reimbursement - 11/11/21-12/14/21	21301012722122 550430	50.32	2,668.82
02/03/2022	022022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	88HG2LFLNLA4	2,668.82	0.00
03/01/2022	032022	████	CM - WATER	Water Reimbursement - 12/14/21-01/14/22	21301021822020 144423	44.94	44.94
03/01/2022	032022	████	CM - RESSVCS	Resident Svc Fees		41.50	86.44
03/01/2022	032022	████	CA - RENT	Rent		2,577.00	2,663.44
03/03/2022	032022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	B4PN5MHNL18	2,663.44	0.00
04/01/2022	042022	████	CM - WATER	Water Reimbursement - 01/14/22-02/14/22	21301032022205 113444	44.30	44.30
04/01/2022	042022	████	CM - RESSVCS	Resident Svc Fees		41.50	85.80
04/01/2022	042022	████	CA - RENT	Rent		2,577.00	2,662.80
04/02/2022	042022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	CKF8W0MNL18	2,662.80	0.00
05/01/2022	052022	████	CM - WATER	Water Reimbursement - 02/14/22-03/16/22	21301041822020 125454	46.92	46.92
05/01/2022	052022	████	CM - RESSVCS	Resident Svc Fees		41.50	88.42
05/01/2022	052022	████	CA - RENT	Rent		2,577.00	2,665.42
05/03/2022	052022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	SJTKLQNLA5	2,665.42	0.00
06/01/2022	062022	████	CM - WATER	Water Reimbursement - 03/16/22-04/14/22	21301052022100 017443	35.17	35.17
06/01/2022	062022	████	CM - RESSVCS	Resident Svc Fees		41.50	76.67
06/01/2022	062022	████	CA - RENT	Rent		2,577.00	2,653.67
06/03/2022	062022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	4Z2XVGSNL10	2,653.67	0.00
07/01/2022	072022	████	CM - WATER	Water Reimbursement - 04/14/22-05/13/22	21301061822020 112443	38.96	38.96
07/01/2022	072022	████	CM - RESSVCS	Resident Svc Fees		41.50	80.46
07/01/2022	072022	████	CA - RENT	Rent		2,577.00	2,657.46
07/01/2022	072022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	XXFWHWWNLA 5	2,657.46	0.00
08/01/2022	082022	████	CM - RESSVCS	Resident Svc Fees		41.50	41.50
08/01/2022	082022	████	CA - RENT	Rent		2,577.00	2,618.50
08/01/2022	082022	████	CM - WATER	Water Reimbursement - 05/13/22-06/14/22	21301080122160 419440	39.26	2,657.76
08/03/2022	082022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	0LTK7MZNLA7	2,657.76	0.00
09/01/2022	092022	████	CM - WATER	Water Reimbursement - 06/14/22-07/14/22	21301081822020 126435	42.92	42.92
09/01/2022	092022	████	CM - RESSVCS	Resident Svc Fees		41.50	84.42
09/01/2022	092022	████	CA - RENT	Rent		2,577.00	2,661.42
09/02/2022	092022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson 9/3/2022	LZN8M03PLA5	2,661.42	0.00
10/01/2022	102022	████	CM - WATER	Water Reimbursement - 07/14/22-08/15/22	21301091822020 142422	44.30	44.30
10/01/2022	102022	████	CM - RESSVCS	Resident Svc Fees		41.50	85.80
10/01/2022	102022	████	CA - RENT	Rent		2,577.00	2,662.80
10/03/2022	102022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	ZP3PYQ5PLA7	2,662.80	0.00
11/01/2022	112022	████	CM - WATER	Water Reimbursement - 08/15/22-09/14/22	21301101822020 146432	37.10	37.10
11/01/2022	112022	████	CM - RESSVCS	Resident Svc Fees		1.38	38.48

08/14/2023

RESIDENT CHARGES/PAYMENTS LEDGER

res-370-002

08/01/2020 through 08/14/2023

Parameters Show transactions beginning - 08/01/2020 Select Status - All; Ledger Type - Resident; SubJournals - ALL;

11/01/2022	112022	████	CA - RENT	Rent		85.90	124.38
11/02/2022	112022	████	CM - RESSVCS	Resident Svc Fees		40.12	164.50
11/02/2022	112022	████	CA - RENT	Rent		2,784.00	2,948.50
11/03/2022	112022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	H2VXRG8PLA7	2,948.50	0.00
12/01/2022	122022	████	CM - WATER	Water Reimbursement - 09/14/22-10/14/22	21301111822020 316433	52.83	52.83
12/01/2022	122022	████	CM - RESSVCS	Resident Svc Fees		41.50	94.33
12/01/2022	122022	████	CA - RENT	Rent		2,880.00	2,974.33
12/03/2022	122022	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	2Y9866CPLA4	2,974.33	0.00
01/01/2023	012023	████	CM - WATER	Water Reimbursement - 10/14/22-11/14/22	21301121822020 236431	30.43	30.43
01/01/2023	012023	████	CM - RESSVCS	Resident Svc Fees		41.50	71.93
01/01/2023	012023	████	CA - RENT	Rent		2,880.00	2,951.93
01/03/2023	012023	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	5KXKQLGPLA4	2,951.93	0.00
02/01/2023	022023	████	CM - WATER	Water Reimbursement - 11/14/22-12/13/22	21301012023122 041423	38.20	38.20
02/01/2023	022023	████	CM - RESSVCS	Resident Svc Fees		41.50	79.70
02/01/2023	022023	████	CA - RENT	Rent		2,880.00	2,959.70
02/02/2023	022023	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson 2/3/2023	L1T6G0LPLA5	2,959.70	0.00
03/01/2023	032023	████	CM - RESSVCS	Resident Svc Fees		41.50	41.50
03/01/2023	032023	████	CA - RENT	Rent		2,880.00	2,921.50
03/01/2023	032023	████	CM - WATER	Water Reimbursement - 12/13/22-01/13/23	21301021823020 136476	48.59	2,970.09
03/03/2023	032023	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	Z4749RNPLA4	2,970.09	0.00
04/01/2023	042023	████	CM - RESSVCS	Resident Svc Fees		41.50	41.50
04/01/2023	042023	████	CM - WATER	Water Reimbursement - 01/13/23-02/13/23	21301031823083 440510	38.27	79.77
04/01/2023	042023	████	CA - RENT	Rent		2,880.00	2,959.77
04/03/2023	042023	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	NGN7N4SPLA1	2,959.77	0.00
05/01/2023	052023	████	CM - WATER	Water Reimbursement - 02/13/23-03/15/23	21301041823020 309523	43.91	43.91
05/01/2023	052023	████	CM - RESSVCS	Resident Svc Fees		41.50	85.41
05/01/2023	052023	████	CA - RENT	Rent		2,880.00	2,965.41
05/03/2023	052023	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	MQG6B6VPLA7	2,965.41	0.00
06/01/2023	062023	████	CM - WATER	Water Reimbursement - 03/15/23-04/14/23	21301052323125 856555	41.38	41.38
06/01/2023	062023	████	CM - RESSVCS	Resident Svc Fees		41.50	82.88
06/01/2023	062023	████	CA - RENT	Rent		2,880.00	2,962.88
06/03/2023	062023	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	XZ1DPLYPLA5	2,962.88	0.00
07/01/2023	072023	████	CM - WATER	Water Reimbursement - 04/14/23-05/15/23	21301061823020 128594	33.43	33.43
07/01/2023	072023	████	CM - RESSVCS	Resident Svc Fees		41.50	74.93
07/01/2023	072023	████	CA - RENT	Rent		2,880.00	2,954.93
07/01/2023	072023	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson 7/2/2023	HD8V0J2QA08	2,954.93	0.00
08/01/2023	082023	████	CM - RESSVCS	Resident Svc Fees		41.50	41.50
08/01/2023	082023	████	CA - RENT	Rent		2,880.00	2,921.50
08/01/2023	082023	████	CM - WATER	Water Reimbursement - 05/15/23-06/14/23	21301072123014 039631	39.91	2,961.41
08/03/2023	082023	████	PZ - PMTOPACH	WelcomeHome ACH payment -- Laura Olson	25J7DJ5QA02	2,961.41	0.00



Vehicle Information - Olson, Laura Leigh (Unit [REDACTED])

120.030.050.015 ?

Vehicle owner

Vehicle type

Color

Make

License plate

Model year

License state

Model

Parking assignment

Notes

Save

Cancel



Vehicle Information - Olson, Laura Leigh (Unit [REDACTED])

120.030.050.015

Vehicle owner

Vehicle type

Color

Make

License plate

Model year

License state

Model

Parking assignment

Notes

I will not have all three vehicles at the complex at all times. I will have one, maybe two at a given time.

Save

Cancel



Vehicle Information - Olson, Laura Leigh (Unit 9-9110)

120.030.050.015  

Vehicle owner

Vehicle type

Color

Make

License plate

Model year

License state

Model

Parking assignment

Notes

Save

Cancel