

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

Johnny Pate

Date

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

Johnny Pate

Owner

SREIT Castle Hills, L.L.C.

Occupants

LEASE DETAILS

A. Apartment (Par. 2)

Street Address: 4636 North Josey Ln

Apartment No. 1916 City: Carrollton State: TX Zip: 75010

B. Initial Lease Term.

Begins: 11/19/2024 Ends at 11:59 p.m. on: 12/18/2025

C. Monthly Base Rent (Par. 3)

\$ 1545.00

D. Prorated Rent

\$ 656.80

☒ due for the remainder of 1st month or

☐ for 2nd month

E. Security Deposit (Par. 5)

\$ 0.00

Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.

F. Notice of Termination or Intent to Move Out (Par. 4)

A minimum of 60 days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period

If the number of days isn't filled in, notice of at least 30 days is required.

G. Late Fees (Par. 3.3)

Initial Late Fee

☒ 10 % of one month's monthly base rent or

☐ \$

Daily Late Fee

☐ % of one month's monthly base rent for days or

☐ \$ for days

Due if rent unpaid by 11:59 p.m. on the 5th (3rd or greater) day of the month

H. Returned Check or Rejected Payment Fee (Par. 3.4)

\$ 30.00

I. Reletting Charge (Par. 7.1)

A reletting charge of \$ 1395.70 (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations

J. Early Termination Fee Option (Par. 7.2)

\$

Notice of days is required.

You are not eligible for early termination if you are in default.

Fee must be paid no later than days after you give us notice

If any values or number of days are blank or "0," then this section does not apply.

K. Violation Charges

Animal Violation (Par. 12.2)

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)

Insurance Violation (Master Lease Addendum or other separate addendum)

\$

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.

Animal rent \$ 25.00 Cable/satellite \$ Internet \$

Package service \$ Pest control \$ 6.00 Stormwater/drainage \$

Trash service \$ 28.00 Washer/Dryer \$

Other: Amenity Package Fee \$ 13.00

Other: \$

Other: Alarm Monitoring Fee \$ 25.00

Other: \$

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.

Utility Connection Charge or Transfer Fee: \$ 50.00 (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)

N. Other Charges and Requirements.

You will pay separately for these items or comply with these requirements as outlined in a Master Lease Addendum, separate addenda or Special Provisions.

Initial Access Device: \$

Additional or Replacement Access Devices: \$ Required Insurance Liability Limit (per occurrence): \$

Special Provisions.

See Par. 32 or additional addenda attached. This 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 this 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 this 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.

1.7. **"Lease"** includes this document, any addenda and attachments, Community Policies and Special Provisions.

2. **Apartment.** You are leasing the apartment listed above for use as a private residence only.

2.1. **Access.** In accordance with this Lease, you'll receive access information or devices for your apartment and mailbox, and other access devices including: See Key and Access Device Addendum

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 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 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 this 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 this Lease and as allowed by law, we may deduct from your security deposit any amounts due under this 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 this Lease 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 Option Procedure.** In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may opt to terminate this 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 Option fee in full 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 this 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 this 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 this Lease begins, you may terminate this Lease within 3 days after you receive written notice.

If we give you written notice before the date this 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 this 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.
- Apartment Lease Contract ©2023, Texas Apartment Association, Inc.
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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 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 this 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 owed under this Lease.

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, Noise and Construction. You agree that odors and smells (including those related to cooking), everyday noises or sounds related to repair, renovation, improvement, or construction in or around the property 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 this Lease;
- (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 this Lease. 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 this Lease.

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 this Lease* (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 this Lease. 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 this 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 and dispose of 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 (peep-hole 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 this Lease states 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, two-way talk device, video or other door-

bells, 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 this Lease, electronic notice **from you to us** must be sent to the email address and/or portal specified in this Lease. Notice may also be given by phone call or to a physical address if allowed in this Lease.

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 this Lease or our Community Policies, all residents are considered to have violated this 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 this 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 this 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:

- (a) 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.
- (b) Your move-out notice must not terminate this Lease before the end of the Lease term or renewal period.
- (c) 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.
- (d) 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—whichever 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.

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) this 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 this 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 this Lease or change the intent of the parties. **Paragraphs 10.1, 10.2, 16, 22.1, 27, 30 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.***

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.

Documentation of current rabies vaccination must be provided for all cats and dogs, as well as any other animals required to be vaccinated by statute, and updated documentation must be provided annually. Residents trash removal cost is allocated by equally dividing the total expense by the total number of occupied units on site.

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, including all addenda, is the entire agreement between you and us. You agree that you are NOT relying on any oral representations.

Resident or Residents (all sign below)

<u>Johnny Pate</u>	<u>08/28/2024</u>
(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 ADDITIONAL SPECIAL PROVISIONS

1. **Addendum.** This is an addendum to the TAA Lease for Apt. No. _____ **1916** _____ in the
SREIT Castle Hills, L.L.C.

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

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

Resident understands and acknowledges that this lease contract renewal does not cancel or erase any past due balances that may remain from the prior lease contract. Any outstanding financial obligation from the prior lease will remain due, and eviction proceeding can still be filed for failure to pay this balance when allowed by law.

Johnny Pate

Signature of All Residents

Signature of Owner or Owner's Representative

Animal Addendum

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

1. **Dwelling Unit.**
Unit # 1916, at 4636 North Josey Ln
(street address) in Carrollton
(city), Texas 75010 (zip code).

2. **Lease.**
Owner's name: SREIT Castle Hills, L.L.C.

Residents (list all residents): Johnny Pate

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

4. **Animal Deposit.** You must pay a one-time animal deposit of \$ 0.00 when you sign this addendum. This deposit is in addition to your total security deposit under the Lease, which is a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

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

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

7. **Additional Monthly Rent.** Your monthly base rent (as stated in the Lease) will be increased by \$ 25.00.

8. **Additional Fee.** You must also pay a one-time nonrefundable fee of \$ 300.00 to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

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

10. **Description of Animal.** You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.
Animal's name: Mimi
Type: Canine
Breed: Yorkshire Terrier
Color: _____
Weight: _____
Age: 9yrs
City of license: _____

License #: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

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

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

11. **Special Provisions.** The following special provisions control over any conflicting provisions of this addendum:
Failure to pick up after your animal will result in a \$25.00 fine.

12. **Emergency.** In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.
Doctor: _____
Address: _____
City/State/Zip: _____
Phone: (_____) _____

13. **Animal Rules.** You are responsible for the animal's actions at all times. You agree to follow these rules:
- 13.1 **Shots and Licenses.** The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.
- 13.2 **Disturbances.** The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- 13.3 **Housebreaking, Cages, Offspring.** Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- 13.4 **Indoor Waste Areas.** Inside, the animal may urinate or defecate only in these designated areas: Litter box
- 13.5 **Outdoor Waste Areas.** Outside, the animal may urinate or defecate only in these designated areas: Pet Waste Stations
- 13.6 **Tethering.** Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

- 13.7

Off-Limit Areas.

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

13.8

Food & Water.

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

13.9

Leash.

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

13.10

Animal Waste.

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

14.

Additional Rules.

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

15.

Violation of Rules.

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

16.

Complaints About Animal.

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

17.

Our Removal of an Animal.

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

17.1

Causes for Removal.

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

17.2

Removal Process.

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

18.

Liability for Damage, Injuries, Cleaning.

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

19.

Move-Out.

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

20.

Multiple Residents.

Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.
21.

Dog Park.

We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.
22.

General.

You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.
23.

Animal Restrictions.

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

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

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

Resident or Residents (all sign below)

Johnny Pate

08/28/2024

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed

Owner or Owner's Representative (sign below)

(Name of Owner or Owner's Representative)Date signed

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

SUBCHAPTER I: WATER UTILITY SUBMETERING AND ALLOCATION

§ 24.275. General Rules and Definitions

(a) Purpose and scope. The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving submetered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safeguards for tenants.

(b) Application. The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a submetered or allocated basis. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple use facility to charge, bill for, or collect rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.

(c) Definitions. The following words and terms, when used in this subchapter, have the defined meanings, unless the context clearly indicates otherwise.

(1) Allocated utility service--Water or wastewater utility service that is master metered to an owner by a retail public utility and allocated to tenants by the owner.

(2) Apartment house--A building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium whether rented or owner occupied, and if a dwelling unit is rented, having rent paid at intervals of one month or more.

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

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

(5) Dwelling unit--One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities; a unit in a multiple use facility; or a manufactured home in a manufactured home rental community.

(6) Dwelling unit base charge--A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.

(7) Manufactured home rental community--A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.

(8) Master meter--A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.

(9) Multiple use facility--A commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.

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

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

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

(13) Point-of-use submeter--A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.

(14) Submetered utility service--Water utility service that is master metered for the owner by the retail public utility and individually metered by the owner at each dwelling unit; wastewater utility service based on

submetered water utility service; water utility service measured by point-of-use submeters when all of the water used in a dwelling unit is measured and totaled; or wastewater utility service based on total water use as measured by point-of-use submeters.

(15) Tenant--A person who owns or is entitled to occupy a dwelling unit or multiple use facility unit to the exclusion of others and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.

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

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

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

§ 24.277. Owner Registration and Records

(a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.

(b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:

(1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or

(2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.

(c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any, consumed by the occupants of each unit.

(d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.

(e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:

(1) a current and complete copy of TWC, Chapter 13, Subchapter M;

(2) a current and complete copy of this subchapter;

(3) a current copy of the retail public utility's rate structure applicable to the owner's bill;

(4) information or tips on how tenants can reduce water usage;

(5) the bills from the retail public utility to the owner;

(6) for allocated billing:

(A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;

(B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.281(e)(2) of this title (relating to Charges and Calculations); and

(C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;

(7) for submetered billing:

- (A) the calculation of the average cost per gallon, liter, or cubic foot;
 - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
 - (C) all submeter readings; and
 - (D) all submeter test results;
- (8) the total amount billed to all tenants each month;
- (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
- (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.

(f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.

(g) Availability of records.

- (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
- (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
- (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.
- (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

§ 24.279. Rental Agreement

(a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:

- (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
 - (2) which utility services will be included in the bill issued by the owner;
 - (3) any disputes relating to the computation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;
 - (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period;
 - (5) if not submetered, a clear description of the formula used to allocate utility services;
 - (6) information regarding billing such as meter reading dates, billing dates, and due dates;
 - (7) the period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;
 - (8) the tenant has the right to receive information from the owner to verify the utility bill; and
 - (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24.281(d)(3) of this title (relating to Charges and Calculations) that will be billed to tenants.
- (b) Requirement to provide rules. At the time a rental agreement is discussed, the owner shall provide a copy of this subchapter or a copy of the rules to the tenant to inform the tenant of his rights and the owner's responsibilities under this subchapter.
- (c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.
- (d) Change from submetered to allocated billing. An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:

- (1) equipment failures; or
- (2) meter reading or billing problems that could not feasibly be corrected.

(e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

§ 24.281. Charges and Calculations

(a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.

(b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.

(c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.

(d) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:

- (1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
- (2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
- (3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:
 - (A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or
 - (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, §1437f); and
- (4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.

(e) Calculations for allocated utility service.

(1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:

- (A) dwelling unit base charges or customer service charge, if applicable; and
- (B) common area usage such as installed landscape irrigation systems, pools, and laundry rooms, if any, as follows:
 - (i) if all common areas are separately metered or submetered, deduct the actual common area usage;
 - (ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
 - (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
 - (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or

submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.

(2) To calculate a tenant's bill:

(A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or

(ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:

(I) dwelling unit with one occupant = 1;

(II) dwelling unit with two occupants = 1.6;

(III) dwelling unit with three occupants = 2.2; or

(IV) dwelling unit with more than three occupants = $2.2 + 0.4$ per each additional occupant over three; or

(iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:

(I) dwelling unit with an efficiency = 1;

(II) dwelling unit with one bedroom = 1.6;

(III) dwelling unit with two bedrooms = 2.8;

(IV) dwelling unit with three bedrooms = $4 + 1.2$ for each additional bedroom; or

(iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or

(v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;

(B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;

(C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the area of the individual rental space divided by the total area of all rental spaces; and

(D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the square footage of the rental space divided by the total square footage of all rental spaces.

(3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. The owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.

(f) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.279(c) of this title (relating to Rental Agreement) and either:

(1) adopt one of the methods in subsection (e) of this section; or

(2) install submeters and begin billing on a submetered basis; or

(3) discontinue billing for utility services.

§ 24.283. Billing

(a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.281 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in the rental unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.

(b) Rendering bill.

(1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.

(2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(c) Submeter reading schedule. Submeters or point-of-use submeters shall be read within three days of the scheduled reading date of the retail public utility's master meter or according to the schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(d) Billing period.

(1) Allocated bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period.

(2) Submeter bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period. If the owner uses the retail public utility's actual rate, the billing period may be an alternate billing period specified in the rental agreement.

(e) Multi-item bill. If issued on a multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.

(f) Information on bill. The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:

(1) total amount due for submetered or allocated water;

(2) total amount due for submetered or allocated wastewater;

(3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;

(4) total amount due for water or wastewater usage, if applicable;

(5) the name of the retail public utility and a statement that the bill is not from the retail public utility;

(6) name and address of the tenant to whom the bill is applicable;

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

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

(g) Information on submetered service. In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:

(1) the total number of gallons, liters, or cubic feet submetered or measured by point-of-use submeters;

(2) the cost per gallon, liter, or cubic foot for each service provided; and

(3) total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.

(h) Due date. The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.

(i) Estimated bill. An estimated bill may be rendered if a master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order; and in such case, the bill must be distinctly marked as an estimate and the subsequent bill must reflect an adjustment for actual charges.

(j) Payment by tenant. Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.

(k) Overbilling and underbilling. If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant's bills that

included overcharges. If the overbilling or underbilling affects all tenants, an adjustment must be calculated for all of the tenants' bills. If the tenant was undercharged, and the cause was not due to submeter or point-of-use submeter error, the owner may calculate an adjustment for bills issued in the previous six months. If the total undercharge is \$25 or more, the owner shall offer the tenant a deferred payment plan option, for the same length of time as that of the underbilling. Adjustments for usage by a previous tenant may not be back billed to a current tenant.

(l) Disputed bills. In the event of a dispute between a tenant and an owner regarding any bill, the owner shall investigate the matter and report the results of the investigation to the tenant in writing. The investigation and report must be completed within 30 days from the date the tenant gives written notification of the dispute to the owner.

(m) Late fee. A one-time penalty not to exceed 5% may be applied to delinquent accounts. If such a penalty is applied, the bill must indicate the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease that states the percentage amount of such late penalty.

§ 24.285. Complaint Jurisdiction

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

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

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

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

(1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.

(2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.

(3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.

(4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch-water submetering systems.

(5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.

(6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:

- (A) an identifying number;
- (B) the installation date (and removal date, if applicable);
- (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
- (D) copies of all tests; and
- (E) the current location of the submeter or point-of-use submeter.

(7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:

- (A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or
- (B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.

(8) Billing for submeter or point-of-use submeter test.

(A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters.

(B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.

(C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.

(9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.283(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.

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

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

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

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

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

- (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
- (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.

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

LEASE ADDENDUM FOR ALLOCATING TRASH REMOVAL AND RECYCLING COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1916 in the SREIT Castle Hills, L.L.C. Apartments in Carrollton, Texas OR the house, duplex, etc. located at (street address) in , Texas.

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

3. **Your payment due date.** Payment of your allocated trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ 0.00 (not to exceed \$3) if we do not receive timely payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction—just like late payment of rent.

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

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

5. **Penalties and fees.** Only the total trash removal/recycling bill will be allocated. Penalties or interest for any late payment of the master trash removal/ recycling bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 0.00 per month (not to exceed \$3) will be added to your bill for processing, billing and collecting.

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

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

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

Johnny Pate
Signatures of All Residents

Signature of Owner or Owner’s Representative



Trash Service Addendum

1. **Addendum.** This is an addendum to the Lease Contract for Apt. No. 1916 in Keystone at Castle Hills Apartments.
2. **Acknowledgment Concerning Trash Service Requirements.** You agree to abide by all trash guidelines and requirements set forth in this addendum. *You understand and agree:*
- Trash must be secured (check one): ☐ In trash bags ☒ In trash bags inside a trash container.
 - Trash will be placed outside for collection only in the following designated area:
☒ Outside front door ☐ Curbside ☐ Ground floor breezeway ☐ Other _____
 - Trash may be placed outside for pick up only on the following designated day(s):
☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☐ Friday ☐ Saturday ☒ Sunday
 - Trash may be placed outside for pick up only at the following designated time: 6-8pm
 - In the event that a collection date is missed, it is the responsibility of the resident to dispose of the trash in a designated compactor or dumpster area, or keep the trash inside the apartment until the next collection date.
 - Trash may NOT be placed outside for pick up on the following holidays: New Year’s Eve, New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
3. **Trash Preparation Requirements.** You agree to adhere to the following requirements:
- All trash must be in bags and securely tied. No loose trash will be collected.
 - All pet litter and waste must be double bagged.
 - Do not put broken glass or sharp objects in trash for pick up.
 - Cardboard boxes must be broken down (flattened) and securely bundled together.
 - No oversized items (i.e. furniture, large boxes, etc) will be picked up.
 - No bags over 25lbs will be picked up.
4. **Additional Requirements for Provided Trash Container.** You ☒ will ☐ will not be provided with a trash container. You agree to adhere to the following requirements if a trash container is provided:
- All issued trash containers are property of the trash service and must be left in the apartment at move out.
 - It is the responsibility of the resident to keep the trash container clean and in good condition.
 - It is the responsibility of the resident to bring the container inside the apartment no later than 9am.
 - A container left out during non-designated times will be removed and may result in an interruption of service.
 - If a container is removed for the above violation, it will be returned after a \$ 25.00 return fee has been paid.
 - There will be a \$ _____ charge for an additional container, or for replacement of a damaged or missing container.
5. **Penalties for Non-Compliance.** If any of the items outlined in paragraph 2, 3, or 4 of this addendum are not met at any time during the initial term or any renewal term of your Lease, you will be in breach of your Lease and liable for a \$ 25.00 non-compliance fee and subject to any consequences as outlined in the Lease Contract.
- Repeated non-compliance will result in the termination of trash services and the responsibility for trash disposal will return to the resident(s).*
6. **Special Provisions.** The following provisions will supersede any conflicting provisions of the Lease Contract and this addendum.

Johnny Pate 08/28/2024
Resident Name/Date

Resident Name/Date

Resident Name/Date

Resident Name/Date

Community Director/Date



Lease Addendum for Additional Services and Fees

1. This is an addendum to the Lease Contract for Apt. No. 1916 in the Keystone at Castle Hills Apartments. The Terms of this addendum will control if the terms of the lease and this addendum conflict.
2. Responsibility for payment of the listed services or fees, and the method of allocation, will be as indicated below. Your monthly base rent under the TAA Lease Contract does *not* include a charge for the services or fees listed below. Instead, we will include this item as a separate and distinct charge as part of a multi-item bill.
- a) Valet Trash service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ charges will be billed by the service provider to us and then allocated to you based on the following formula:
- 1
- ☒ if flat rate is selected, the current flat rate is \$ 28.00 per month.
- ☒ 3rd party billing company Conservice
- b) Pest Control service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ charges will be billed by the service provider to us and then allocated to you based on the following formula:
- 1
- ☒ if flat rate is selected, the current flat rate is \$ 6.00 per month.
- ☒ 3rd party billing company Conservice
- c) Cable TV service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ charges will be billed by the service provider to us and then allocated to you based on the following formula:
- 1
- ☐ if flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company _____
- d) Internet service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ charges will be billed by the service provider to us and then allocated to you based on the following formula:
- 1
- ☐ if flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company _____
- e) Cable TV and Internet service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ charges will be billed by the service provider to us and then allocated to you based on the following formula:
- 1
- ☐ if flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company _____
- f) Alarm Monitoring service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ charges will be billed by the service provider to us and then allocated to you based on the following formula:
- 1
- ☒ if flat rate is selected, the current flat rate is \$ 25.00 per month.
- ☒ 3rd party billing company Conservice LLC
- g) HOA Dues service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ charges will be billed by the service provider to us and then allocated to you based on the following formula:
- 1
- ☐ if flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company _____
- h) Amenity/Technology service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☐ charges will be billed by the service provider to us and then allocated to you based on the following formula:
- 1
- ☐ if flat rate is selected, the current flat rate is \$ _____ per month.
- ☐ 3rd party billing company _____
- i) (Other) Rent Admin Fee service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
- ☒ charges will be billed by the service provider to us and then allocated to you based on the following formula:
- 1

☒ if flat rate is selected, the current flat rate is \$ 3.50 per month.
☒ 3rd party billing company Conservice

- j) (Other) Monthly Amenity Package Fee service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☒ charges will be billed by the service provider to us and then allocated to you based on the following formula:
1
☒ if flat rate is selected, the current flat rate is \$ 13.00 per month.
☐ 3rd party billing company _____
- k) (Other) _____ service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ charges will be billed by the service provider to us and then allocated to you based on the following formula:

☐ if flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company _____
- l) (Other) _____ service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ charges will be billed by the service provider to us and then allocated to you based on the following formula:

☐ if flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company _____
- m) (Other) _____ service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ charges will be billed by the service provider to us and then allocated to you based on the following formula:

☐ if flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company _____
- n) (Other) _____ service to your dwelling will be paid by you either:
☐ directly to the utility service provider; or
☐ charges will be billed by the service provider to us and then allocated to you based on the following formula:

☐ if flat rate is selected, the current flat rate is \$ _____ per month.
☐ 3rd party billing company _____

METERING/ALLOCATION METHOD KEY

- "1" – Flat rate per month
"2" – Per dwelling unit (monthly charge divided by number of occupied dwelling units)
"3" – Allocation based on the number of persons residing in your dwelling unit
"4" – Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
"5" – Allocation based on square footage of your dwelling unit
"6" – Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
"7" – Allocation based on the number of bedrooms in your dwelling unit
"8" – Allocation based on a lawful formula not listed here
(Note: if method "8" is selected, the formula used will be described in special provisions)

3. 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.
If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.
4. When you move out, you will receive a final bill which may be estimated based on your prior usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
5. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
6. You agree not to tamper with, adjust, or disconnect any service device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under the Lease, this Addendum, and at law.
7. Where lawful, all services, charges, and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

8. The allocation formula(s) for determining your share of the services and fees above 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.
9. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidation or otherwise affecting the remainder of this Addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
10. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Addendum and will supersede any conflicting provision of this printed Addendum and/or the Lease Contract.

9. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidation or otherwise affecting the remainder of this Addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

10. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Addendum and will supersede any conflicting provision of this printed Addendum and/or the Lease Contract.

Rent Admin Fee: A monthly amount not to exceed \$5.00.

Johnny Pate

Resident

Resident

Resident

Resident

Resident

Resident

Owner's Representative

08/28/2024

Date _____

Date _____

Date _____

Date

Date

Date _____

Date _____

LEASE ADDENDUM FOR ALLOCATING CENTRAL SYSTEM UTILITY COSTS

(For operation of central HVAC and/or central hot water system)

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1916 in the SREIT Castle Hills, L.L.C.

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

2. **Reason for allocation.** When utility costs for operating a central heating/air conditioning system or a central hot water system are paid by the property owner, residents have little incentive to conserve. This often results in a waste of our state's natural resources and adds to the overhead of the property — and that usually means higher rents. Allocation of central system utility costs saves money for residents because it encourages conservation.

3. **Payment due date.** Payment of your allocated share of the central system utility costs 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. Unless otherwise provided, you agree to pay it at the same place your rent is paid under your lease. There will be a late charge of 5 percent of your bill if your bill is not timely paid.

4. **Allocation procedures.** Central system allocation is governed by the Public Utility Commission. You agree to the allocation system described below for utilities used in operating the central system(s) for the entire apartment community. During the lease term, we are authorized to allocate such central system utility costs to your apartment unit as described in paragraph 7 on the basis of [check one]

- ☒ square footage
- ☐ submetered electricity or submetered water or
- ☐ a combination of methods.

5. **What is covered.** Your monthly rent in your TAA Lease Contract does not cover the cost of electricity and gas used in operating (1) a central heating/air conditioning and/or (2) a central hot water system. You will be receiving a separate bill from us for such utilities, as indicated below.

- ☐ [check if applicable]. Your monthly share of the electricity and gas for operating a CENTRAL HEATING AND AIR CONDITIONING SYSTEM is described in paragraph 7.
- ☒ [check if applicable]. Your monthly share of the electricity and gas for operating a CENTRAL HOT WATER SYSTEM is described in paragraph 7.

6. **No extras.** No administrative or other fee will be added to the total utility costs to be allocated for operating the central system. Penalties or interest for our late payment of the utility bills for operating the central system will be paid by us and will not be allocated.

7. **Formula.** [check the one option that is applicable]

- ☒ Allocation will be based on square footage. The formula for allocating utility costs for the above central system(s) will be a percentage calculated by dividing the square feet in your apartment unit by the total square feet in all units and in all heated common areas and office areas in the entire apartment community. This percentage is 820.
- ☐ Allocation will be based on a submetered utility. The formula for allocating utility costs for the above central system(s) will be a percentage calculated by dividing the submetered water or electricity consumption in your dwelling unit by the total submetered consumption in all dwelling units in the apartment community. The submetered utility being used for the central system allocation is [check one] water or electricity.
- ☐ Allocation will be based on a combination of the first two formulas: 50 percent of your allocation will be according to square footage and 50 percent of your allocation will be according to a submetered utility. The utility being used for the "submetered utility" portion of the formula is [check one] submetered water or submetered electricity. This percentage is .

8. **Previous average.** The average monthly amount of the allocated share of central system utilities for apartment no. 1916 for the most recent calendar year was:

\$ 0.00 for the central HVAC system, and
\$ 0.00 for the central hot water system.

The above amounts represent an allocation based on [check one] square footage, submetered utility or a combination of square footage and submetered utility.

9. **Change of allocation formula.** The above allocation formula for determining your share of central system operating costs cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 90 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.

10. **Right to examine records.** You may examine our central system utility bills and our calculations relating to the monthly allocation of central system utility costs during regular weekday office hours. While it is not required, please give us reasonable advance notice to gather the data.

Johnny Pate

Signatures of All Residents

Signature of Owner or Owner's Representative

Parking Policy Addendum

1. **Addendum.** This is an addendum to the Lease for Apt. No. 1916 in Keystone at Castle Hills.
2. **Acknowledgment Concerning Parking Requirements.** You must abide by all parking guidelines and requirements set forth in the “**Parking**” paragraph of the Apartment Lease Contract and this addendum.
3. **Resident/Occupant Parking with Permit Requirements.** This property ☐ does ☒ does not have parking permit requirements. If required, a parking permit, pass, online/virtual registration, or barcode is required for resident vehicles parked (*select all that apply*):

☐ anywhere on property
☐ in unassigned covered spaces (not a carport)
☐ in unassigned carport spaces
☐ in unassigned uncovered spaces
☐ in unassigned parking garage spaces (community use)

☐ in assigned/reserved covered spaces (not a carport)
☐ in assigned/reserved carport spaces
☐ in assigned/reserved uncovered spaces
☐ in assigned/reserved parking garage spaces (community use)

 - If you purchase a new vehicle, or replace a vehicle listed below, you must bring your registration into the front office for verification and complete a revised agreement. If you feel you need a temporary permit, you must contact the leasing office to discuss this with Management. Registration/permits are not transferrable.
 - If required above, all vehicles parked in these areas must clearly display a valid parking permit/pass/decal/hanger/other provided by the property. Permits must be visibly placed on the: (*check one*) ☐ exterior rear of your vehicle ☐ windshield near the registration and inspection stickers ☐ rearview mirror ☐ passenger window ☐ other _____.
 - If required above, only residents (leaseholders) and occupants listed on the Lease will receive a parking permit as described above, whether physical or virtual/online. Occupants of legal driving age will receive a parking permit upon request from a resident/leaseholder listed on the Lease.
 - **Residents are responsible for informing guests of our parking policies and where they may park.**
 - Online/Virtual Permits. Where applicable:
 - All resident vehicles must be registered **online** using the following website or smartphone app: _____. If a vehicle is not registered online, it is unauthorized to park in any area selected above and is subject to immediate towing.
 - All online/virtual permits will expire on your move-out date unless the following specifies otherwise: _____.
 - If online or in-person registration of your vehicle is delayed for any reason, you must park _____ until registration is complete.
- Additional Resident/Occupant permit-required parking information:
4. **Resident/Occupant Parking without Permit Requirements.** This property ☒ does ☐ does not have parking available without a permit required. Where applicable, assigned or reserved spaces may be utilized by only those residents/occupants to whom they are assigned. Residents are not required to have a parking permit for vehicles parked (*select all that apply*):

☒ anywhere on property
☐ in unassigned covered spaces (not a carport)
☐ in unassigned carport spaces
☐ in unassigned uncovered spaces
☐ in unassigned parking garage spaces (community use)

☐ in assigned/reserved garages (individual use)
☐ in assigned/reserved covered spaces (not a carport)
☐ in assigned/reserved carport spaces
☐ in assigned/reserved uncovered spaces
☐ in assigned/reserved parking garage spaces (community use)

Additional Resident/Occupant parking (without permit) information:

Where available, street parking (metered or unmetered) outside of the property may be utilized by residents/occupants on a first-come, first-served basis.

5. **Parking Garage (Community Use).** This property ☐ does ☒ does not have a parking garage. Spaces within the parking garage are ☐ reserved and/or ☐ not reserved. If the property does have a parking garage, the parking spaces within it are available for use by *only* ☐ residents of the property ☐ occupants of the property ☐ their guests. Parking in these structures without a valid permit (if required above) may result in towing or immobilization of your vehicle or your guest’s vehicle without notice.

Revised 5/2023

6. Assigned/Reserved Parking Requirements (Individual Use).

The amount listed in the rent paragraph of the lease (select one):

☒ includes the rental amount for the resident's exclusive use of the following parking space(s)

☐ does not include the rental amount of \$_____ for the resident's exclusive use of the following parking space(s)

(Select all that apply):

☐ Garage (individual) or carport attached to the dwelling

☒ Carport #(s) 7C

☒ Garage (individual) #(s) _____

☐ Covered space (not a carport) #(s) _____

☐ Parking garage space #(s) _____

☒ Assigned/reserved space #(s) _____

Residents with a parking space indicated above are required to park their vehicle in the designated space and may no longer park in any unassigned resident parking spaces.

Only persons listed as a resident or occupant may use these parking spaces.

We may periodically open and enter garages to ensure compliance with this addendum.

We reserve the right to retake possession and/or file eviction if you default in complying with this addendum or the law.

If dwelling unit is vacated or abandoned, parking space indicated above will be considered the same and subject to the same remedies as outlined in the lease contract

7. Recreational Parking Requirements (Boat/Trailer/RV).

Boat, trailer, and/or RV parking ☒ is ☐ is not available on this property. If available, only the following may be parked on property: ☒ Boats ☒ Trailers ☒ RVs. If allowed, the following rules apply:

You may only park this vehicle ☒ in assigned parking space number(s) _____ or ☒ in a parking space in the following location: In a gated area near the playground.

The monthly amount in the rent paragraph of the lease contract (select one):

☐ includes the rental amount for exclusive use of the boat, trailer, and/or RV parking space(s)

☐ does not include the rental amount of \$_____ for exclusive use of the boat, trailer, and/or RV parking space(s).

Boats, trailers, and/or RVs parked or stored in their designated space or area must always be in an operational and moveable condition. No other vehicles may be parked or stored in this designated space or area unless authorized by Management in writing.

No one may sleep, cook, barbeque, or live in an area designated as a parking space nor in any vehicle parked or stored in an area designated as a parking space.

8. Guest Parking Requirements.

Where applicable, assigned or reserved spaces may not be utilized by guests, only those residents/occupants to whom they are assigned. Guest vehicles must be parked only in spaces as indicated below.

Permit Required Spaces.

This property ☐ does ☒ does not have Guest parking permit requirements. If required, a parking permit, pass, online/virtual registration, or barcode is required for Guests vehicles parked (select all that apply):

☐ anywhere on property

☐ in unassigned uncovered spaces

☐ in unassigned covered spaces (not a carport)

☐ in unassigned carport spaces

☐ in unassigned spaces in parking garage (community use)

☐ in designated guest spaces in parking garage (community use)

☐ in designated guest spaces

Guests vehicles must ☐ visibly display a guest parking permit obtained from the property office ☐ be registered online using the following website or smartphone app: _____.

If a guest vehicle does not meet the indicated requirement, it is unauthorized to park in any area selected above and is subject to immediate towing.

Spaces without Permit Required.

This property ☒ does ☐ does not have Guest parking available without a permit required. Guests are not required to have a parking permit for vehicles parked (select all that apply):

☐ anywhere on property

☒ in unassigned uncovered spaces

☐ in unassigned covered spaces (not a carport)

☐ in unassigned carport spaces

☐ in unassigned spaces in parking garage (community use)

☐ in designated guest spaces in parking garage (community use)

☐ in designated guest spaces

Additional information on Guest parking and/or obtaining permits:

Where available, street parking (metered or unmetered) outside of the property may be utilized by guests on a first-come, first-served basis.

9. Vehicle and Parking Information.

(Permit # will apply only if Paragraph 3 reflects that a parking permit is required.)

Vehicle No. 1

Type _____ Year _____ Make _____ Model _____

Color _____ Plate # _____ Permit # _____ Date Issued _____

Vehicle No. 2

Type _____ Year _____ Make _____ Model _____

Color _____ Plate # _____ Permit # _____ Date Issued _____

Vehicle No. 3

Type _____ Year _____ Make _____ Model _____

Color _____ Plate # _____ Permit # _____ Date Issued _____

Vehicle No. 4

Type _____ Year _____ Make _____ Model _____

Color _____ Plate # _____ Permit # _____ Date Issued _____

☐ I do not have a vehicle at this time and have not received a parking permit as referred to in paragraph 3.

Revised 5/2023

10. Other Parking Requirements.

- Garages and all other parking spaces may be used for no other purpose than storage of operable motor vehicles.
- You accept any area covered by this addendum in “as-is” condition and are not permitted to make any alterations or additions to these spaces.
- You will be responsible for maintaining liability and comprehensive insurance coverage for any vehicle parked or stored on property.
- We will not be liable for any loss or damage to vehicles or other property parked or stored on property, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise.

11. Parking Violations.

- Any vehicle that is double-parked, blocking a dumpster, parked on sidewalks or landscaping, taking up more than one parking space, parked in a fire lane, parked in a handicap spot without a proper permit, parked in future resident parking, or parked anywhere other than a clearly designated parking space will be **towed or immobilized immediately**, without notice, regardless of parking verification.
- Vehicles with flat tires, leaking fluids, expired or missing license plates/stickers, not in acceptable condition, inoperable, or otherwise deemed improper by Management will be given a 72 hour notice to correct the violation. If not corrected, the vehicle will be towed or immobilized with no further warning.
- Gasoline-powered vehicles (scooters, motorcycles, ATVs, etc.) may not be parked within 5 feet of any residential structure.
- Truck-tractor semi-trailers (semi, 18-wheeler, etc.), with or without the trailer, may not be parked anywhere on property.
- **WHERE REQUIRED, ANY VEHICLE PARKED IN ANY AREA WITHOUT A PROPERLY DISPLAYED PERMIT OR VALID VIRTUAL/ ONLINE PERMIT WILL BE TOWED OR IMMOBILIZED IMMEDIATELY, WITHOUT NOTICE, AND AT ITS OWNER’S EXPENSE. Management is not responsible for damages or loss.**

12. Penalties for Noncompliance. If any of the items outlined in the preceding paragraphs of this addendum are not met at any time during the initial term or any renewal term of your lease, you will be in breach of your lease, towed or immobilized, liable for a 25.00 noncompliance fee, and subject to eviction.

13. Parking Enforcement. In the event your vehicle or your guest’s vehicle is towed or immobilized, you may contact the following:

Company Name Capital Tow
Phone Number (800) 869-5557
Address 11211 Goodnight Ln, Dallas, TX 75229

14. Resident Parking Violation Remedies. This property ☐ allows ☒ does not allow residents to personally remedy parking situations (assigned space is occupied by another vehicle, etc.) by contacting the parking enforcement company at the number listed above to have the vehicle removed or immobilized.

15. Special Provisions. The following provisions will supersede any conflicting provisions of the Lease Contract and this addendum:

Any vehicle without current license or registration will be given at least 10 days' notice that the vehicle will be towed if the violation has not been corrected or the vehicle removed from the premises. Residents, occupants and guests who park a non-EV vehicle in an EV charging space may be towed immediately and without warning.

<u>Johnny Pate</u>	<u>08/28/2024</u>
Resident	Date
<u> </u>	<u> </u>
Resident	Date
<u> </u>	<u> </u>
Resident	Date
<u> </u>	<u> </u>
Resident	Date
<u> </u>	<u> </u>
Resident	Date
<u> </u>	<u> </u>
Resident	Date
<u> </u>	<u> </u>
Owner’s Representative	Date



Key and Access Device Addendum

1. **Addendum.** This is an addendum to the Lease for Apt. No. 1916 in Keystone at Castle Hills.
2. **Acknowledgment of Receipt and Cost of Keys and Access Devices.** You must return all keys and access devices upon move-out. You will be charged for replacements and will be charged for any key or access device not returned at move-out. Do not give your keys, access device(s) or codes to anyone else.
3. **General Key and Access Device Policy.**
- Keys will only be released to the leaseholders(s) listed on the lease agreement, and only if proper current identification is provided and verified. No exceptions can be made. *Note: A paper ID will not be considered as a valid form of ID and cannot be accepted.*
 - Each Resident and Occupant on the lease contract that is 18 years of age or older will be provided, at no additional cost, the keys and/or access devices needed to enter the property, unit, and all amenities.
 - Each household will be given a minimum of two apartment keys and two mailbox keys.
 - Residents (leaseholders) can request keys or access devices, at no additional cost, for occupants on the lease contract that are under the age of 18.
 - Replacement keys and/or access devices may be provided at the resident's expense upon request.
 - Vacating residents must return all keys and access devices that were provided.
4. **Keys and Access Devices Provided.** Physical keys will not be provided for units with electronic locks. The costs below will be charged for any keys or devices below that are lost or damaged and a replacement is needed during occupancy. These fees will also be charged if any of the items listed below are not returned at the time of move out.

Item	Allows Access To	Count	Cost	Item Serial Numbers (if applicable – list all)
Key	Apartment	2	\$5.00	N/A
Mail Key	Mailbox	2	\$5.00	N/A
Remote	Detached Garage	0	\$75.00	
Fob	N/A		\$	
Permit	N/A		\$	
Card	Fitness Center, Cyber Cafe	1	\$25.00	
N/A	N/A		\$	
N/A	N/A		\$	
N/A	N/A		\$	
N/A	N/A		\$	

5. **Special Provisions.** The following special provisions control over conflicting provisions of this form:
- _____
- _____
- _____
- _____
- _____

Johnny Pate

Resident

Resident

Resident

Resident

Resident

Resident

Owner’s Representative

08/28/2024

Date

Date

Date

Date

Date

Date

Date



Lease Addendum for Property Owned or Rented Laundry Equipment

1. **Addendum.** This Addendum shall become a part of the Apartment Lease Contract dated the 27th day of August, 2024, for apartment number 1916, between Keystone at Castle Hills Apartments "Owner", and Johnny Pate "Resident(s)". This Addendum also operates as a release, waiver and indemnity agreement between "Resident(s)" and "Owner".
2. **Property Owned or Rental Information.**
[X] **Property Owned.** No additional fee. Included in monthly rental rate on the Apartment Lease Contract.
[] **Rented.** Resident desires to lease from Owner the "Equipment" described below that is not included in the rent and is an additional monthly cost of \$ 0.00, payable to the leasing office on or before the 1st day of each month. The prorated laundry equipment rental amount of \$ 0.00 is due for the remainder of N/A, N/A.
3. **Equipment.** Check one: Full Size: [X] Stackable []
4. **Concession or Discount.** You will receive the following concession or discount off of the market washer/dryer rate.
[] **One-time concession.** You will receive a one-time concession of \$ _____.
[] **Monthly discount.** You will receive a monthly discount of \$ _____ for _____ months.
[X] **No concession or discount.**
5. **Agreement.** Both parties desire to enter into this Addendum, including the Release, Waiver and Indemnity provisions.
a. Resident will pay Owner for the repair of damages (other than normal wear and tear) to, or the loss of Equipment. Resident will clean Equipment before returning.
b. Owner may remove the Equipment at a reasonable hour from the Resident's apartment if Owner believes the Equipment is being abused by Resident. Resident will pay Owner for the repair of damages to or loss of the Equipment other than normal wear and tear. In addition, Resident will be charged a Fifty dollar (\$50.00) retrieval fee.
c. The Equipment will be used only by the Resident's household and only at the above address.
d. The Equipment must remain at all times the sole and exclusive property of Owner and no ownership interest, either legal or equitable, nor shall any possessory interest in the Equipment at any time attach to Resident.
e. Owner agrees to repair the Equipment, if necessary, and keep the Equipment in satisfactory operation at no cost to Resident, except those damages caused by Resident or others. Resident is not authorized to repair the Equipment for any reason. Resident agrees to notify Owner in writing of any Equipment malfunction. Resident agrees to allow Owner or its authorized agents, representatives and employees reasonable access to the Equipment in Resident's apartment for the purpose of repair, maintenance, replacement or removal of the Equipment.
f. By this instrument, Resident releases Owner and its agents, representatives and officers, directors and employees of any and all claims, liabilities and actions, of whatever nature, resulting from or arising out of Resident's lease and use of the Equipment and the presence in Resident's unit of any representative of Owner for the repair, maintenance or removal of the Equipment.
g. By this instrument, Resident waives any and all claims, liabilities and actions of whatever nature it may have against. Owner, arising out of, or resulting from Resident's lease and use of the Equipment and the presence in Resident's apartment of any representative of Owner for the repair, maintenance or removal of the Equipment.
h. Resident agrees to indemnify Owner for any and all damages of whatever nature or kind arising out of the willful or negligent misuse of the Equipment while such Equipment is being leased by Resident.
i. The parties acknowledge that this written addendum is the entire agreement of the parties relative to the Equipment in the above referenced unit. Any agreement that in any way varies the terms of this Addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.
6. **Special Provisions.**

Johnny Pate
Resident Name/Date

08/28/2024

Resident Name/Date

Resident Name/Date

Resident Name/Date

Owner's Representative/Date



Lease Addendum for Requirement of Renter's Liability Insurance

1. **Addendum.** This is an addendum to the Lease Contract for Apt. No. 1916 in the Keystone at Castle Hills Apartments.

2. **Acknowledgment concerning insurance or damage waiver.** As a condition to and for the duration of your residency, you are required to maintain an insurance policy which provides a minimum of \$100,000 in liability coverage per occurrence. Additionally, a minimum of \$10,000 Personal Property coverage ☐ is ☒ is not required. Liability Insurance pays the losses *of other people* to whom you unintentionally (or through negligence) cause injury. By not maintaining a liability insurance policy, you may be liable to us and others for loss or damage caused by your actions or by the actions those of any occupant or guest in the dwelling.

Resident agrees to provide written proof of insurance coverage to Management prior to taking possession of the Premises and prior to either the renewal of Resident's Rental Agreement Term or prior to the expiration of insurance which Resident has placed to satisfy the terms of this Insurance Addendum. Resident agrees to renew and keep the appropriate level of insurance in place during the entire term of Resident's tenancy at the Premises. Resident further agrees that no lapse in coverage will occur and that Resident will renew or replace Resident's coverage prior to expiration.

JP Initial You acknowledge and understand that **liability insurance DOES NOT PROTECT** your possessions or dwelling contents (i.e., household goods, furniture, electronics, or clothing) against losses caused by your actions or those of any occupant or guest, including but not limited to losses due to flood, fire, smoke or water damage.

JP Initial You acknowledge and understand that **Personal Property Insurance DOES PROTECT** against the loss of, or damage to, possessions caused by specific perils up to a defined dollar amount. Both the amount and covered perils vary by insurance policy. Perils can include losses from fire, water and smoke damage, vandalism, burglary, lightning, windstorm, or explosion; however, certain perils, such as flood, are often excluded.

JP Initial You understand that a minimum of \$10,000 **Personal Property Insurance** ☐ is ☒ is not required. This coverage is highly recommended even if it is not required.

3. **Preferred insurance program.** You acknowledge that we have informed you of any insurance program (the "Program") that we have made available to you that provides you with an opportunity to purchase liability insurance and/or personal property insurance policies from ResidentShield. **Be advised that this insurance carrier is not an affiliate of, nor owned or operated by Highmark Residential, and Highmark Residential makes no guarantees, representations, or promises concerning the insurance or services provided. You are under no obligation to purchase renter's insurance or liability insurance through the Program.**

4. **Election of insurance coverage or damage waiver.** Resident agrees to the following with respect to Resident's obligations to provide Required Insurance (INITIAL ONE):

Resident hereby agrees to purchase Required Insurance through ResidentShield (www.ResidentShield.com). If Resident has questions regarding ResidentShield, Resident shall call 1-800-566-1186 or visit www.ResidentShield.com. Employees of Management are not licensed agents. Please note: the ResidentShield plan is not owned or operated by Management and Management makes no guarantees, representations, or promises concerning the insurance or services provided by ResidentShield. Resident is under no obligation to purchase Required Insurance through ResidentShield.com.

JP Resident hereby agrees to purchase Required Insurance from an insurance company of Resident's choice. If Resident elects to purchase Required Insurance from a company other than ResidentShield, Resident will provide Management with written proof of compliance with this Rental Agreement Addendum on or prior to the Rental Agreement commencement date, and any time such proof is requested by Management. Resident's insurance company will be required to name **Keystone at Castle Hills** Apartments with address of P.O. Box 3687, Coppell, TX 75019 as "Additionally Interested Party" on Resident's policy whereby Management will receive notices of pending cancelation or actual policy cancelation of Required Insurance selected by Resident.

5. If Resident does not maintain Required Insurance, or proof of Required Insurance, acceptable to Management in its reasonable discretion, is not provided to Management prior to occupancy of the Premises by Resident or prior to any cancellation or expiration of such policy, then Resident is in breach of the Rental Agreement and Resident hereby agrees that in order to avoid such a breach, Management shall have the right, but not the obligation, to purchase replacement coverage and to charge Resident a fee to cover the expense for such insurance. The insurance requirement of this Rental Agreement may then be satisfied by Management, who may schedule the Resident's unit for coverage under the Management Placed Tenant Liability Insurance policy "MPTLI." The coverage provided under the MPTLI will include Required Insurance coverage listed above. An amount equal to the total cost to Management of adding Resident's unit to the MPTLI shall be charged back to Resident by Management or Management's authorized representative. Some important points of this coverage which Resident should understand are:

A) Management is the Named Insured under the MPTLI. Resident is an Additional Interested Party under the tenant liability component of the MPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the Limits of Liability appearing above.

B) MPTLI coverage is not personal liability insurance or Renter's Insurance. MPTLI coverage does not extend the provision of coverage to the Resident in the event the Resident causes damages or injuries to another

party. In the absence of Resident’s personal liability insurance, the Resident will be responsible for any and all damages, injuries or other claims that the Resident causes to occur against another. Failure to comply with the insurance requirements delineated in this Addendum or the Lease may result in other legally available remedies, including but not limited to, lease termination, where reserved.

- C) Coverage only applies to liability arising on the Premises. Resident is not insured away from the Premises.
- D) Coverage under the MPTLI policy may be more expensive than the cost of Required Insurance available to Resident. At any time, Resident may contact an agent of their choice for personal liability or Renter’s Insurance options to satisfy the Required Insurance under the Rental Agreement.
- E) Licensed insurance agents may receive a commission on the LTPLI policy.
- F) Coverage under the MPTLI policy is not mandatory, as Resident may purchase Required Insurance from an insurance agent or insurance company of Resident’s choice at any time, and coverage under the MPTLI policy will be immediately terminated once Resident has provided Management with written proof of Required Insurance. Once acceptable proof of insurance has been provided to Management, monthly billings to Resident for insurance coverage under the MPTLI plan will cease, until and unless Resident’s coverage lapses prior to Resident terminating the Rental Agreement and vacating the Premises. No prorated or partial refunds for the MPTLI coverage will be given.

JP Resident understands that Management has the right to add the Premises to the Management Placed Tenant Liability Insurance policy “MPTLI”. To cover the cost of this insurance and the resulting administrative expense, Resident may be charged, and if charged, agrees to pay a monthly fee not to exceed \$25. The fee is currently \$20.00 but can change without notice. Employees of Management are not licensed agents. Please note: The MPTLI plan is not owned or operated by Management, and Management makes no guarantees, representations, or promises concerning the insurance or services provided by the MPTLI plan.

If an insurance carrier is chosen outside of the Program (see Section 4) please provide the following:

Insurance company name and phone number Master Policy
Effective date 07/23/2024
Policy number RL05002740807 Liability amount (each occurrence) 100000.00

Johnny Pate 08/28/2024
Resident Signature/Date

Resident Signature/Date

Resident Signature/Date

Resident Signature/Date

Owner’s Representative/Date

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 1916 in the
SREIT Castle Hills, L.L.C.

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

2. Use of Appliances. You (as residents) have permission from us (as owner) to install and use (*check all that apply*):
☒ a washing machine and/or ☒ a dryer in the dwelling unit described above, subject to the conditions in this addendum.

Please remember that we do not select your washing machine or dryer, install them, maintain them, or use them. You are in the best position to prevent water, fire, smoke or other damage caused by: (1) a defective washing machine or dryer; (2) a washing machine or dryer accident; or (3) improper installation, maintenance or use of a washing machine or dryer.

3. Conditions. If your washing machine and/or dryer leaks, floods, causes a fire, causes smoke damage, or otherwise malfunctions or is misused, it can cause a lot of problems and a lot of damage to your unit and other units, as well as damage to your personal property and personal property of residents in other units. For these reasons, your right to install and use a washing machine and/or dryer in your unit is subject to the following conditions. You automatically agree to those conditions when connecting or using a washing machine and/or dryer in your unit.

4. Installation. You should be especially careful in your choice of a washing machine and/or dryer and in their installation, maintenance and use—just as if it were in your own home. You and all other residents, occupants, and guests in your unit must follow manufacturer's instructions for the washing machine and/or dryer's installation, maintenance, and use. Installation must be done by a professionally qualified person or company approved by us. We recommend that you have it professionally installed.

5. Responsibility for damage. You agree to assume strict liability for all damage to your unit and to other units and to personal property in your unit and other units if the washing machine and/or dryer leaks, floods, malfunctions or is misused, or in any other way causes damage—unless it is caused by us or our management company, or acts of God to the extent they couldn't be mitigated by your action or inaction. That means you will be responsible for costs of removing water from carpets, replacing permanently damaged carpets, repainting, and any other repairs or damages to your unit and to other units, as well as damage to personal property in your unit and other units if, among other things:

- the water or dryer vent hoses break or leak; or
- the water or dryer vent hoses were incorrectly connected or did not have protective washers in the connections; or
- the washing machine and/or dryer was overloaded, causing it to malfunction; or
- the washing machine and/or dryer leaks or malfunctions for any other reason.
- the owner's insurance may not cover such damages, and the owner is under no obligation to have insurance that does cover such damages.

6. New hoses. When installing the washing machine, you must use new hoses since bursting or leaking hoses are the most common cause of water damage. Stainless braided water hoses are recommended. Similarly, you should use a new dryer vent hose when installing your dryer.

7. Inspection. You must not use the washing machine and/or dryer until management has inspected the installation. Such inspection does not relieve you of liability in the event of water, fire, smoke or other damage from your washing machine and/or dryer.

8. Maintenance. You will have the sole responsibility for maintaining your washing machine and all related hardware. Such maintenance must include, but is not limited to, regularly cleaning lint from your dryer's lint trap.

9. Insurance. At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from your washing machine or other causes. Similarly, it must provide coverage for fire or smoke damage from your washing machine and/or dryer. It must also provide coverage for any potential liability, due to your fault, for water, fire, smoke or other damage to other units and to personal property of others. You must verify with your agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

Johnny Pate

Signatures of All Residents

Signature of Owner or Owner's Representative

COMMUNITY POLICIES ADDENDUM

1. **Addendum.** This is an addendum to the Lease between you and us for Apt. No. 1916 in the SREIT Castle Hills, L.L.C.

_____ Apartments in Carrollton, Texas OR

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

2. **Payments.** All payments for any amounts due under the Lease must be made:

☐ at the onsite manager’s office

☒ through our online portal

☐ by mail to _____, or

☒ other: KeystoneAtCastleHills.com

The following payment methods are accepted:

☒ electronic payment

☐ personal check

☐ cashier’s check

☐ money order, or

☒ other: PayNearMe, barcode located on Resident Portal

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:

☒ online portal

☒ email to Keystone@HighmarkRes.com

☒ hand delivery to our management office, or

☐ other: _____

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 _____
(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:

If we allow smart home devices, you are fully responsible for the acts in relation to the device(s). We reserve the right to remove any device(s) at any time, for any reason, at our sole discretion and without notice.

Johnny Pate

Signature of All Residents

Signature of Owner or Owner’s Representative



HIGHMARK RESIDENTIAL COMMUNITY POLICIES

1. **Addendum.** This is an addendum to the Lease for Apt. No. 1916 in Keystone at Castle Hills.
All policies apply to all residents, occupants, and guests and are subject to change.
2. **Rental Payment.** All payments for any amounts due under the Lease and Addenda must be made at the onsite manager's office or through our online portal. The following payment methods are accepted: electronic payment, personal check, cashier's check, or money order.
 - No partial payments will be accepted.
 - After move-in, paper payments will not be accepted for monthly charges except for repayment of a returned payment.
 - A returned payment fee plus applicable late charges will be assessed on all payments returned by a bank for any reason. Returned payments must be paid by a cashier's check or money order within 24 hours of notification.
 - Cash is never accepted.We have the right to reject any payment not made in compliance with the above paragraph.
3. **Occupants.** If, during the term of the lease, you have an additional child either by birth or adoption, and such additional child is 2 years of age or older and exceeds the maximum occupancy restrictions of the apartment, you must transfer to a larger apartment or vacate the apartment at the end of the lease term. Before allowing any person not already named in the lease contract to occupy your apartment home, all requirements must be met, and permission obtained from Management.
4. **Pets.** Maximum of 2 pets per apartment. Aggressive dogs or any dog with a bite history will not be accepted. Approved support or service animals of all breeds are accepted.
5. **Utilities.** List, if applicable.
Electric Company: Renewed Account Number: _____
Gas Company: N/A Account Number: N/A
6. **Keys and Locks.** The care and maintenance of the keys and locks to your apartment is of critical importance.
 - We *do not* offer lockout service after business hours.
 - A replacement key may be provided for a minimum charge of \$5.00. Keys may only be given to leaseholder(s) listed on the lease agreement, and only if proper ID has been provided and verified.
 - If you wish to have your locks changed, a reasonable charge will be levied. Payment in advance of a lock change is not required.
 - You *may not* install or change locks without express written permission from Management. Any unauthorized lock installation/change will result in the removal of said lock(s) at your expense.
7. **Intrusion Alarms*.**
 - We may or may not provide intrusion alarm service in the home.
 - If allowed and you obtain intrusion alarm service, you must provide Management the security code and promptly notify us of any changes to an existing alarm code.
 - You are responsible for obtaining any necessary permit to operate the alarm and will be responsible for all charges that arise from installation and/or removal of the alarm, including, but not limited to, fines for false alarms.
8. **Package Acceptance.** This community ☐ will ☒ will not sign for and/or accept resident packages in the office. This community ☒ does ☐ does not have a package locker system available to accept delivery of packages from the U.S. Postal Service and/or any commercial delivery service to a locker. Registration is required to enable deliveries to the lockers. If checked, an exception will be made to accept the following packages in the office when all package lockers are full, if checked: ☐ oversized packages ☐ overflow packages.
The following is applicable only if the above indicates packages will be accepted in the office. You authorize this community, or agents thereof, to accept packages on your behalf from the U.S. Postal Service and/or any other commercial delivery service (UPS, Federal Express, etc.) with your signature on this addendum serving as written consent. You acknowledge that the community, or agents thereof, are NOT responsible for C.O.D. deliveries or damaged, perishable, or lost items. Packages containing expensive or valuable items will not be accepted in the office. Packages not retrieved from the office within NA calendar days will be returned to the original carrier.
9. **Use of Amenities and Common Areas.** Guests must always be accompanied by a resident when using the Amenities and may be asked to leave at our discretion. You will be liable to us for any damage caused by you or any guests or occupants anywhere in the community.
Everyone has a role in limiting the spread of COVID-19 and/or other virus strains. All rules related to common areas and amenity usage have been developed with the health and safety of residents and team members in mind and in accordance with state/local orders and guidance from public health authorities. Always assume that anyone could have a virus. Follow health and safety guidance from state/local government and public health authorities.
All residents must:
 - Comply with all posted signs and published rules and requirements relating to specific common areas or amenities, including occupancy limits and protective measures.
 - Maintain safe physical distancing. If such distancing is not feasible, other measures such as face covering, hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced. Avoid group gatherings.

- Self-screen before using any amenity or entering any enclosed common area for symptoms of possible virus. Residents exhibiting symptoms should refrain from entering any common area or amenity.

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 all current, past, or future claims or liability of any kind related to your decision to use the Amenities.

- 10. **Business Center***. Owner is not responsible for data, files, programs, or any other information lost or damaged on Business Center computers for any reason. Software of any kind may not be downloaded or installed on Business Center computers. No inappropriate images or files (at the sole judgment of Management) may be viewed at any time. Residents will limit time on computers to 30 minutes.
- 11. **Access Gates***. The following rules apply to access gates:
 - Always approach entry/exit gates with caution at a slow rate of speed.
 - Never follow another vehicle through an open gate, stop where the gate can hit your vehicle, or force the gate open with your vehicle.
 - 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 gates if there are small children nearby who might get caught as it opens or closes.
 - Do not tamper with the gates or allow guests or occupants to tamper or play with the gates.
- 12. **Report Damage or Malfunctions**. Please immediately report to the office any malfunction or damage to buildings, common areas, or any amenities, such as fitness center, access gates, carports, garages, etc.
- 13. **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 always leave your HVAC system on and set to auto, even if you will be away for multiple days.
- 14. **No Weapons Policy**. There is a no-weapons policy in effect for all amenities and common areas. This policy applies to all residents and visitors, with the exception of law enforcement.
- 15. **Transferring**. Affordable properties may have additional restrictions and requirements.

On-Site Transfers:

- Application fee is waived. The community must verify your income is sufficient to qualify for the new apartment; however, credit will not be rechecked. A traditional security deposit or deposit alternative may be required for the new unit.
- You must be in good standing in your present apartment and the Community Director must approve the transfer.
- A minimum of 30 days’ notice must be given.
- If you are within your initial lease term and have fulfilled a minimum six-month stay, a minimum transfer fee of \$300.00 will be charged. This transfer fee is in lieu of lease termination fees. No transfer fee will be charged if the initial lease has been completed.

National Relocation Program:

- Application fee is waived. The new community will perform a full screening of the resident(s). A traditional security deposit or deposit alternative may be required at the new community.
- You must be in good standing in your present apartment, and transfers must be approved by the Community Director at both properties.
- In the event of a request for a mid-term transfer, the new community must be a minimum of 20 miles from the current community.
- If you are within your initial lease term and have fulfilled a minimum six-month stay, a transfer fee in the amount of \$300.00 will be charged. This transfer fee is in lieu of lease termination fees.
- A notice as required by the Lease Contract must be given.

- 16. **Special Provisions**. The following special provisions control over conflicting provisions of this form:

*May not be applicable at this community

I acknowledge receipt of these additional provisions to the Community Policies, thereby becoming a part of the Lease Agreement.

<i>Johnny Pate</i>	08/28/2024
Resident	Date
Resident	Date
Resident	Date
Resident	Date
Resident	Date
Owner's Representative	Date

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. #1916at SREIT Castle Hills,
L.L.C.

(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 locks, latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your unit when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with 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)

Johnny Pate08/28/2024

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed

Owner or Owner's Representative (sign below)

Date signed

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

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. 1916 in the SREIT Castle Hills, L.L.C.
- _____ Apartments in Carrollton,
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 \$ 0.00, 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 \$ _____ ☒ effective at time of installation or ☐ effective within _____ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.
11. **When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
12. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Johnny Pate

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.

1. **Addendum.** This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:
Apt. # 1916 at SREIT Castle Hills, L.L.C.

(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.**

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. 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. 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. 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.

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, 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.

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.

This Addendum is part of your Lease.
You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below)

Owner or Owner’s Representative (sign below)

<u>Johnny Pate</u>	<u>08/28/2024</u>
(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.

Mold Information and Prevention

Addendum

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 between the Residents and Owner as described in the Lease for the dwelling described below:
Unit # 1916
at SREIT Castle Hills, L.L.C.

(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. To avoid mold growth, it's important to **prevent excess moisture buildup** in your dwelling. Promptly notify us in writing about any air-conditioning or heating-system problems and any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation.
- 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. When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide.

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.

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.
- This Addendum is part of your Lease.
You are legally bound by this document. Please read it carefully.
- Resident or Residents (all sign below)

Johnny Pate

08/28/2024

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed

(Name of Resident)Date signed
- Owner or Owner's Representative (sign below)

Date signed
- You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.
- TAA Official Statewide Form 23-FF, Revised October, 2023
Copyright 2023, Texas Apartment Association, Inc.





Package Management System Addendum

1. **Addendum.** This is an addendum to the Lease Contract for Apt. No. 1916 in Keystone at Castle Hills.
2. **Acknowledgment concerning Package Acceptance and Package Management System Requirements.** You agree to abide by all package delivery and package management system requirements set forth in this addendum. You understand and agree that neither the Owner nor Package Management System Provider shall retain any liability concerning any packages inside the package lockers or package room. You authorize us to accept packages on your behalf, if applicable, as indicated in paragraph 3 of this addendum, while you remain responsible for any loss, liability or damages to any of your packages inside the package locker or package room. You further agree to defend and indemnify Owner and the Package Management System Provider from any and all damages and liability that may result from our accepting delivery of any package on your behalf. You agree to assume all risk of loss or damage associated with delivery of packages to the lockers, package room, or the community. Nothing within this addendum shall impose any liability or obligation on Owner in any way related to packages. The package management system is provided “as is” by Owner and the Package Management System Provider. This addendum shall be considered part of the existing Lease Contract.
3. **Package Acceptance and Package Management System Requirements.**
- Packages are not accepted in the office. We will not sign for any packages or parcels. You will need to coordinate with the carrier for the delivery of packages or parcels requiring signature.
 - If the property has package lockers:
 - An exception ☐ will ☐ will not be made for packages that will not fit into a package locker for registered users.
 - An exception ☐ will ☐ will not be made for overflow packages when the lockers are full.
 - A secured package management system is available to accept the delivery of packages from the U.S. Postal Service and/ or any commercial delivery service to a secured locker where it will be available for pickup 24/7. **Registration is required to enable package deliveries to the lockers.**
 - There are no registration, storage, or per-use fees.
 - Packages that remain in a locker or package room for more than 5 days may be returned to sender.
 - Inappropriate use or abuse of the package lockers, package room, or package management system may result in the cancellation of the resident account by the package management system company or the property and may result in additional charges assessed against the resident for damages that are caused by direct actions of the resident, the resident’s occupants, and/or resident’s guests.
 - If you choose not to register to use the package management system, delivery may be attempted at the door. If no one is home to receive the package, the package may be returned to the courier hub to be held for pick-up or attempted re-delivery at a later date.
4. **Package Management System Information**
- Complete registration for the package management system my.parcelpending.com, and set your notification and account preferences.
 - When a package is delivered, a text and/or email notification will be sent with a unique access code.
 - Go to the package management system kiosk and enter the access code from the notification.
 - Locker or package room door will open for package retrieval.
 - If the property has package lockers:
 - If a package is too large to fit in a locker, and accepted in the office, a notification will be sent that the package was delivered and can be retrieved from the office.
 - If you have difficulty accessing packages in the highest lockers, you can set your locker preference on your account to have packages delivered only to lockers below 4 feet.
 - Additional notification will be sent as a reminder that you have a package waiting to be picked up. After 5 days, your package may be returned to sender without further notification.
 - Contact **Parcel Pending** at (855) 316-4756 24 hours a day, 7 days a week for assistance with lost or deleted access codes, locker or package room door that will not open, or other questions about your account.
5. **Special Provisions.** The following provisions will supersede any conflicting provisions of the Lease Contract and this addendum.

Johnny Pate08/28/2024

Resident/Date

Resident/Date

Resident/Date

Owner’s Representative/Date

Resident/Date

Resident/Date

Resident/Date



Lease Addendum for Optional Service from Spruce

1. **Addendum.** This is an addendum to the Lease Contract dated 08/27/2024 for Apt. No. 1916 in 4636 North Josey Ln, Carrollton, TX 75010.
2. **Spruce:** Spruce performs optional services through independent service providers such as housekeeping, pet care, laundry, and other chores for residents of this property. You are under no requirement to utilize the Spruce service. If you do utilize services from Spruce, you will be required to agree separately with their terms and conditions in order to receive service.
3. **Spruce Offers:** As part of your lease, you will receive communications from Spruce including marketing or promotional offers or other discounts for services offered to the community.
4. **Requests for Service:** Only an authorized Lessee (resident) may request service through the Spruce Platform. You may grant access to your residence for services provided by Spruce using the Spruce mobile, or web, or other integrated applications under the Spruce terms and conditions.
5. **Privacy:** You may learn more about the information that Spruce collects here: <https://getspruce.com/privacy-policy/>.
6. **Resident Information:** By signing this Addendum, you expressly consent to Lessor’s sharing of certain Lessee personal information with Spruce for the purpose of: (i) providing information to communicate Spruce offers; and (ii) confirming and validating authorized Lessees for Service requests. Lessee acknowledges that Spruce will send Spruce Offers, and Lessee consents to the delivery of the Spruce Offers via automated communications to the Lessee’s email address, *John Doe* 08/28/2024 app push notification, and/or SMS/MMS text messaging. You may opt-out of receiving these automated communications by unsubscribing. Message and data rates apply. Granting of this consent is not required to obtain goods or services from Spruce. Calls and texts may be recorded for quality assurance.

Resident/Date

Resident/Date

Resident/Date

Resident/Date

Resident/Date

Resident/Date

Owner’s Representative/Date

LEASE ADDENDUM FOR INTRUSION ALARM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1916 in the SREIT Castle Hills, L.L.C.
- _____ Apartments in Carrollton, 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 972-466-3525, 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 ADT Protection 1 as your alarm company. The alarm system is repaired and maintained by ADT Protection 1.
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.

Johnny Pate

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR PATIO OR YARD MAINTENANCE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1916 in the SREIT Castle Hills, L.L.C.
Apartments in Carrollton, Texas OR the condominium/townhome located at (street address) in , Texas.

2. **Responsibility for area.** The apartment or condominium/townhome unit has a fenced or enclosed patio, yard or atrium. Unless we, as owner, expressly assume responsibility below, you, as resident, will perform or pay for yard maintenance of such fenced or enclosed area, as follows:
- ☐ You or ☒ we will keep the lawn mowed and edged and maintain all plants, trees, shrubs, etc.
 - ☒ You or ☐ we will water the lawn and other vegetation.
 - ☒ You or ☐ we will keep the lawn, flowerbeds, sidewalks, porches and driveways free of trash and debris.
 - ☐ You are, ☐ we are, or ☒ no one is obligated to fertilize lawn and plants.
3. **Report problems.** You must promptly report infestations or dying vegetation to us. You may not modify existing landscape, change any plants or plant a garden without our prior written approval.

Johnny Pate
Signatures of All Residents

Signature of Owner or Owner’s Representative



Surveillance Camera Addendum

Apt. No. 1916, Apartment Community SREIT Castle Hills, L.L.C.
Name(s) of resident(s) on Lease Contract: Johnny Pate
Lease expiration date: 12/18/2025

This Camera Addendum is made and entered into as of the date of the Apartment Lease Contract (the “Lease”) executed by Highmark Residential, LLC, managing agent for owner of SREIT Castle Hills, L.L.C. Apartments (the “Manager”) and the resident(s) (the “Resident”, whether one or more) identified below. The purpose of this Addendum is to clarify the purpose of cameras in the apartment community. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- The Cameras. Resident acknowledges that there are cameras that have been installed in certain common areas of the apartment community. However, Resident further acknowledges that the cameras are mechanical devices, can malfunction or be rendered inoperative at any time and should not be relied upon by Resident for any type of security services. The cameras will not be actively monitored but will be used to investigate any incidents that occur on the property.
- Resident’s representations regarding security. Resident represents that Resident will not rely upon the Cameras for any type of security services and that Resident will contact the local law enforcement agency in the event of any security concerns. In the event of an emergency, Resident agrees to call 911. Resident further represents that it has made whatever decisions it desires with respect to obtaining insurance coverage Resident deems appropriate to protect Resident, occupants of Resident’s unit or their respective belongings.
- Resident’s acknowledgements regarding security. Resident acknowledges that: (i) the cameras are not to be construed as a representation or an express or implied warranty of security; (ii) there is no guarantee or representation that the cameras are monitored, operable or working; (iii) the cameras are not to be construed as a representation that they will, in any way, increase Resident’s personal security or the security of other occupants in Resident’s unit or guests; (iv) there is no guarantee against crime or of reduced risk of crime; (v) Resident and all occupants and guests must exercise due care for Resident’s own and others’ safety and security; and (vi) the Manager is not responsible for injury, damage or loss to person or property caused by the criminal acts of others. Resident further acknowledges that Resident will be as cautious as possible with respect to Resident’s property and surroundings and that the Manager suggests Resident get to know Resident’s neighbors and always lock Resident’s apartment door whenever Resident leaves the apartment.
- Conflicts. To the extent the terms of this Addendum conflict with the terms of the Lease, the terms of this Addendum shall control.

EXECUTED as of the date of the Lease.

Johnny Pate 08/28/2024
Resident Signature/Date

Resident Signature/Date

Resident Signature/Date

Resident Signature/Date

Owner’s Representative/Date



Fire Prevention and Safety Tips

Dear Resident(s),

Every 15 seconds, a fire department responds to a fire somewhere in the United States. The major causes of home fire deaths are unattended cooking, smoking, portable heaters, candles, arson, and children playing with matches or lighters. By paying careful attention to these issues, each of us can share the responsibility of keeping our homes safe from fire.

Smoke Detectors and Fire Alarms

Highmark Residential provides smoke detectors in every apartment home. Smoke detectors should be placed on the ceiling near bedrooms so they can be heard in the event of fire. Smoke detectors should also be inspected regularly to ensure proper functionality. While Highmark Residential inspects smoke detectors prior to move-in, residents should test smoke detectors periodically and replace batteries as needed. Be sure to notify the office staff if they are not functioning properly or if you need assistance testing smoke detectors or replacing batteries.

Fire Extinguishers

If a fire does occur, having a fire extinguisher ready can be a life and property-saving item. Extinguishers can be purchased from many hardware and grocery stores, often for less than \$20. Dependent upon local ordinances, a fire extinguisher may already be provided by Highmark Residential. Residents should inspect their extinguishers often to make sure that they are properly charged and able to be used.

All fire extinguishers are used in the same way. Users must pull the safety pin, aim the extinguisher at the base of the fire and squeeze the handle to discharge the fire extinguisher, sweeping the spray across the base of the fire.

Types of Fires

Cooking fires are among the leading causes of residential fire incidents, and the leading cause of cooking fires is unattended cooking. You should never leave the kitchen when cooking. In case of a cooking fire like a grease fire, using baking soda will smother the fire but use the fire extinguisher when it is needed. Water should not be used to extinguish a grease fire because water will splatter the grease and increase the size of the fire.

Electrical fires are also common, and incidents can be easily reduced by not overloading power outlets. Keeping the area around plugs free of dust and spider webs will help ensure less flammable material around the outlet.

You should also never connect multiple power strips together or use many electrical devices on one power outlet. If a fire does occur, do not use water. A fire extinguisher should be used; however, if the fire becomes too large, dial 9-1-1 to contact the fire department.

Patios & Balconies

Grills, hibachis, chimeneas, smokers, and any other outdoor cooking or open-flame devices are prohibited from use on patios or balconies and are not permitted to be stored on balconies. These items must be used only on ground level and no less than 10 feet from any building or per your city ordinance.

Smoking – Only if smoking is permitted on property

Cigarettes/cigars should never be left unattended inside your apartment or on patios/balconies. Leaving and forgetting a cigarette resting on a combustible material such as wood, grass shrubs, or plastic could result in a fire. Be sure that there are no smoldering cigarettes when emptying an ashtray into a wastebasket filled with paper or other combustibles.

Escape Routes

One of the most important things to do is to prepare an escape plan. Apartments are fairly small when compared to large office buildings, schools, or houses, but it is still imperative that you memorize the floorplan of your home. When you move into your apartment, take time to become familiar with the exit paths. One exit would be the main door, but some apartments also have fire exits next to windows or balconies.

You should also become familiar with the whole building, taking note of emergency stairwells or fire escapes.

Many apartment communities conduct emergency fire drills or fire safety meetings which can also be helpful, especially if you have small children.

Fire Prevention Tips

- 1. Maintain smoke detectors
- 2. Have a working fire extinguisher
- 3. Never leave your kitchen while cooking
- 4. Don't overload power strips/outlets
- 5. Monitor, contain & fully extinguish:
 - a. Cigarettes, cigars, pipes – *only if smoking is permitted on property*
 - b. Incense
 - c. Cooking surfaces
 - d. Heaters, irons
 - e. Hair dryers, curling irons

Note: Candles are not permitted in your apartment home.

Johnny Pate 08/28/2024
Resident/Date

Resident/Date

Resident/Date

Owner's Representative/Date

Tips – Fire Safety

- 1. Make an escape plan
- 2. Practice your escape plan
- 3. Choose a meeting place
- 4. Crawl in low smoke
- 5. Test every door for heat
- 6. Don't go back in, no matter what!

Dial 9-1-1 in case of emergency

Resident/Date

Resident/Date

Resident/Date



BODY OF WATER ACKNOWLEDGEMENT AND RELEASE

This Body of Water Acknowledgement and Release (this “Acknowledgement and Release”) is an addendum to, and forms a part of, the lease agreement (the “Lease Agreement”) that this Acknowledgement and Release is attached to. Capitalized terms used in this Acknowledgement and Release that are not defined herein shall have the meanings ascribed to such terms in the Lease Agreement.

For and in consideration of the mutual promises contained herein and as an inducement for the Owner and Community Director of the property to enter into the Lease Agreement with you, you agree as follows:

1. ACKNOWLEDGEMENT AND AGREEMENT. Resident acknowledges that: (a) one or more bodies of water are located in or around the property; and (b) there are risks associated with bodies of water. Resident agrees that: (i) Resident will not enter any part of any body of water that is not designated as a swimming pool; (ii) Resident will not boat on any body of water where boating is prohibited; (iii) Resident will not ice skate or conduct any other type of sport in or on any such body of water where prohibited; (iv) Resident will not allow pets or children to swim or play near such bodies of water; (v) Resident will maintain a safe distance from such bodies of water as they may hide jagged rocks, broken glass, or other hazards; (vi) Resident will not dispose of garbage in or near any such body of water; and (vii) Resident will be responsible for informing occupants and guests about the bodies of water and enforcing their compliance with the above agreements.

2. RELEASE. Resident assumes the risk with respect to having a body of water near Resident’s apartment and acknowledges that neither the owner of the apartment community, the Community Director of the property, nor any of their respective affiliates, directors, officers, employees, members, partners, lenders and agents, and the affiliates of any of the foregoing (collectively, the “Owner Parties”), are liable for any injuries, death, damages or losses to persons or property caused by or related to the body of water or the entry by Resident and/or their occupants and guests into any such body of water. **RESIDENT, TO THE FULLEST EXTENT PERMITTED BY LAW, RELEASES AND DISCHARGES THE OWNER PARTIES FROM ANY LIABILITY WHATSOEVER WHICH MAY ARISE AS A RESULT OF RESIDENT’S OR THEIR OCCUPANTS AND GUESTS CONTACT WITH OR ENTRY INTO ANY BODY OF WATER AND COVENANTS NOT TO SUE ANY OF THE OWNER PARTIES AND RESIDENT HEREBY INDEMNIFIES AND AGREES TO HOLD THE OWNER PARTIES HARMLESS FROM ANY LIABILITY WHATSOEVER INCURRED BY RESIDENT OR ANY OCCUPANT OR GUEST OF SUCH RESIDENT.**

Johnny Pate
Resident Signature/Date

08/28/2024

Resident Signature/Date

Resident Signature/Date

Resident Signature/Date

Owner’s Representative/Date

VIRUS WARNING AND WAIVER ADDENDUM

This **Virus Warning and Waiver Addendum** relates to the TAA Lease Contract, signed _____,
_____ for Apt. No. **1916** in the **SREIT Castle Hills, L.L.C.**

_____ Apartments in **Carrollton**,
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 <u>08/28/2024</u>	Resident <u>Johnny Pate</u>
Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Resident _____
Date _____	Owner's Representative _____

SREIT Castle Hills, L.L.C., 4636 North

Josey Ln #1916

Apartment name and unit number or street address of leased premises

GREEN LIVING GUIDE

FOR RESIDENTS

STRIVING FOR AN ECO-FRIENDLY LIFESTYLE

The Green Living Guide offers a comprehensive approach to adopting a more sustainable lifestyle. Small changes can make a huge difference, and there are many added benefits to striving for an eco-friendly way of living.

These guidelines contain numerous no-cost and low-cost ways you can go green. There are simple and easy measures you can take to save energy, conserve water, limit your waste, improve your surroundings, and reduce your impact on the environment.

By following the recommendations set forth in this guide, you can not only save money, but you can also positively contribute to creating a healthier and more environmentally-sustainable community.

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ENERGY EFFICIENCY

Decreasing energy use reduces greenhouse gas emissions and can save money.



HEATING & AIR CONDITIONING

- **Keep windows closed** when the heater or air conditioner is running.
- Verify vents are **free of obstruction**.
- If you have a programmable thermostat, **set the temperature so heating/cooling is minimized** when you are at work or away for an extended period.
- In the winter:
 - **Slant blinds** downward to permit sunlight to enter the room and increase warmth (this can serve as an insulator).
 - **Switch the ceiling fans** to spin in reverse to circulate warm air downward (the fan will turn clockwise when looking at the fan from below).
 - Place a **draft stopper** under exterior doors.
 - **Layer clothing** in the winter. The Department of Energy calculates that your energy bill will increase 3% for each degree you raise the thermostat.
- In the summer:
 - **Close the blinds** (with the slats in the up position) as tightly as possible. This will reflect light and heat and create a pocket of air.
 - **Switch the ceiling fans** to spin normal to circulate warm air to the ceiling (the fan will turn counter-clockwise when looking from below.)



ELECTRONICS

- Delete old **files off the cloud** to reduce energy used by data centers. All files that you have on the cloud are stored in data centers, which use energy.
- **Remove your screen saver.** Screen savers use almost as much energy as during active use.
- Some electronics draw electricity when they are plugged into an outlet (phantom electricity). **Plug electronics into surge protectors and turn off power strips** when electronics are not in use.
 - **EXCEPTION:** Electronics that require power in order to access an Internet connection for regular updates.
- Save money by **shutting down a home computer** if you don't expect to use it for the next two hours. Turn off the monitor if the computer is not going to be used within the next 20 minutes.
- As you replace equipment, look for energy-efficient products that conserve energy, such as those labeled **ENERGY STAR® certified** in the US.



THE KITCHEN

- **Thaw frozen foods** in the refrigerator before cooking to reduce cooking time.
- Minimize the number of **times the oven door is opened** during baking. Each opening can reduce the oven's temperature by 25°F / 14°C.
- When possible, **use smaller appliances** to cook.
- Cover pots and pans when cooking to reduce cooking time.
- To ensure food safety, keep the refrigerator temperature set between **36°F to 40°F / 2.2°C to 4.4°C** and the **freezer at 0°F / -17.8°C**.
- **Don't overcrowd the fridge** or freezer; freezers should not be more than two-thirds full.
- Keep the freezer and refrigerator organized to **reduce the amount of time searching** for items when the door is open.
- Turn off the drying function of the dishwasher. Leave the door open to **air-dry dishes** instead.



LIGHTING

- Take advantage of **natural daylight**.
- When working or reading, **use task lighting** (such as desk lamps) rather than lighting the entire room.
- **Regularly dust** lamps and light fixtures to remove dust obstruction light emission
- **Turn off lights** in unoccupied rooms.
- Switch to **LED lights**.



WATER CONSERVATION

Proper water conservation practices can help protect wildlife habitats by reducing the need for new water sources. Saving water reduces the energy needed to treat and deliver the water, all while decreasing your water bill.



THE KITCHEN

- If the sink is equipped with a sprayer, **use the sprayer** to rinse dishes and **don't leave the water running**.
- Load the **dishwasher to capacity**. A full load will save water, energy, and detergent.
- **Avoid rinsing dishes unnecessarily** before loading them in the dishwasher.
- Select the **short cycle** option on the dishwasher.
- **Keep drinking water in the refrigerator** instead of letting the tap run while you wait for the water to cool.
- Store empty pitchers or basins near the sink to **collect water that runs** while adjusting the water temperature. The water collected can be utilized for drinking water, rinsing dishes, filling pet bowls, or watering plants.
- **Wash fruits and vegetables** in a pan of water instead of washing them with water running continuously from the tap.
- **Soak pots and pans** instead of letting the water run while scraping clean.
- Dropped **ice cubes can be used to water plants** rather than throwing them in the sink to melt.
- Instead of using running water, **defrost food in the refrigerator** for water efficiency and food safety.



THE BATHROOM

- **Report malfunctioning water closets / toilets or dripping faucets** to property management.
- Strive for **short, efficient showers**.
- **Turn off running water** when washing face or brushing teeth.
- When running a bath, **plug the tub before turning on the water** then adjust the temperature as the tub fills.



LAUNDRY

- Always **adjust the washer's load setting** to match the laundry load size.
- **Washing clothes in cold water** saves both water and energy and helps clothes keep their colors.
- **Choose biodegradable detergents** over traditional, synthetic detergents made from petrochemicals.
- **Use eco-friendly dry cleaners** that do not use perchloroethylene ("perc"), a chemical that can be harmful to humans.



IRRIGATION

- **Identify any leaks, flooding, or over-use of irrigation systems.** Fix or report to responsible parties (e.g., property manager, Homeowners' Association, or local authorities).

REDUCE & REUSE

Source reduction is the best way to conserve resources and reduce pollution. Challenge yourself to find ways to either go without or reuse.



PAPER

- **Stop junk mail** by registering at dmachoice.org.
- **Unsubscribe from catalogs** with catalogchoice.org.
- **Opt out of receiving insurance and credit card offers** at consumer.ftc.gov.
- Utilize email and **pay bills online**.
- Use **electronic notes** and to-do lists on smartphones.
- **Reuse any paper** that has been printed on only one side as note paper.
- Use a **white board or dry erase marker on mirrors** to write reminders and notes.
- **Avoid buying wrapping paper**. Reuse gift bags, magazines, or newspaper.
- **Buy in bulk** to reduce packaging.



REUSE

- Utilize **reusable coffee filters**. Some are even made from renewable resources such as hemp or organic cotton.
- Keep **reusable shopping and produce bags** in the car so they are on hand while shopping.
- Avoid buying water in disposable, single-use bottles. Instead, **use reusable BPA-free water bottles**.
- If there are concerns regarding water quality or taste, **use a water filter pitcher** to fill glasses and reusable bottles. Learn about water quality in your area: homewater101.com.
- **Reusable mugs and insulated cups** keep coffee hot longer and reduce the amount of non-biodegradable Styrofoam entering the landfill. Some coffee shops offer a discount when customers bring in their own reusable mugs.
- Pack lunches in a **lunchbox** and use **reusable sandwich bags and containers**.
- Use **cloth napkins** instead of paper napkins.



FIX FIRST

- **Repair ripped or worn clothing** by taking them to the tailor for repair. This is likely less than the price of a new pair.
- Take **worn or damaged shoes** and leather goods to a cobbler.
- Use electrical tape or Sugru® to **mend headphones and laptop chargers** with exposed wires.
- Cracked **cell phone screens can often be fixed** without replacing the whole phone and typically at a much lower price.
- **Dropped your phone in water?** Quickly and carefully power off the phone, remove the battery and SIM card (if possible), and dry the phone with a towel. Place all parts in uncooked rice (wrapping the phone loosely in a paper towel first), or in a Ziploc® bag with desiccant packets, and leave for 24–72 hours to absorb any remaining moisture. (Bonus: save any desiccant packets from products you purchase to prepare for this type of accident.)



PRINTING

- **Only print when necessary**.
- Always **review a document in Print Preview** to find and correct mistakes before printing.
- If your printer duplexes (**double-sided printing**), set it as the default.
- When printing a web-page, copy and paste the link into printwhatyoulike.com to **optimize the web page for printing** (for free).
- Use software such as PrintGreener.com, which **analyzes documents to identify ways to reduce waste**.
- **Save on ink** usage by switching to fonts with a lighter font weight or a smaller size (e.g., Century Gothic, Courier, or Garamond).

WASTE MANAGEMENT, RECYCLING & COMPOSTING

Recycling allows individuals to decrease the negative impact of the waste they produce by saving landfill space and reducing water and air pollution.



ELECTRONIC E-WASTE

- **Used cell phones and accessories** can be recycled at most major phone retailers or through non-profit organizations raising money through cell phone recycling programs.
- Most large national electronics stores offer **recycling drop-offs** for TVs, DVD players, cell phones, cameras, music players, computers, and appliances. Some retailers even offer a pick-up service.
- Send old iPods, iPhones, mobile phones, Macs, or PCs to Apple for free where they will recycle it. Oftentimes, rebates or discounts are applied when old devices are traded in for new devices.



LIGHT BULBS, BATERIES, AND INK/TONER CARTRIDGES

- Handle CFLs safely and dispose of them responsibly. **CFLs contain a small amount of mercury** and recycling these bulbs prevents the release of mercury into the environment. Check the local area home improvement store about disposal.
- Recycle old **general-use, phone, and laptop batteries** at a local drop-off center.
- Most major auto parts stores accept **used car batteries** for recycling.



GREASE

- **DO NOT** pour used cooking oil down the drain. This practice can back up the sink and cause problems throughout the sanitary sewer system.
- Research local cooking oil recycling options provided by the municipality, such as **recycling drop-off sites**.
- If grease must be thrown away, allow the oil to cool and solidify, then **place it in a sealable container**, such as a peanut butter jar, and place in the trash.



RECYCLING EVERYTHING ELSE

- Check with the property manager for guidance on **recycling plastic, paper, aluminum, and glass**. Visit earth911.com for recycling locations of other items.
- **Donate non-perishable foods** to food banks or local food pantries to help reduce food waste.
- **Donate or sell to charity thrift stores or resale shops**. Charity thrift stores accept many types of items, from furniture to dishes to books.
- **Utilize websites** such as [Facebook Marketplace](https://www.facebook.com/marketplace), [eBay](https://www.ebay.com), or [Craigslist](https://www.craigslist.org) to donate, sell, and buy items.
- **Recycle shoes** at [Soles4Souls](https://soles4souls.com). Check the website for drop-off locations.
- **Return the hangers and plastic bags** to dry cleaner on the next visit.
- **Reuse Styrofoam packing peanuts**, take them to a UPS store, or find a local recycling center that will accept them.
- Join a community forum, such as [Freecycle](https://www.freecycle.org), [Nextdoor](https://www.nextdoor.com), or [Buy Nothing](https://www.buynothingproject.com), to trade with others. Freecycle, for example, is a grassroots, nonprofit movement of people who are **giving or receiving goods for free within their neighborhoods**.



COMPOST & FOOD WASTE

- If the community offers composting, **compost what is accepted and drop off at proper disposal sites**.
- If the community does not offer composting, consider researching **local composting companies and subscribe for pickups or drop off your compost**.

SUSTAINABLE PURCHASING

Making more environmentally-conscious purchases has positive impacts on community health and wellbeing, the environment, and the local economy.



EVERYDAY PRACTICE

- Buy **secondhand** when possible.
- Choose items made from rapidly renewable resources, such as **cotton, wool, hemp, soy, bamboo, and cork**.
- Avoid excess packaging by **choosing larger sizes/quantities** instead of smaller, individually packaged items.
- Purchase products in **reusable containers**.
- Purchase **products that can be recycled** at the end of their useful life.
- **Shop local** whenever possible.
- Support **small businesses**.
- Look for **third-party** green-certified products (e.g., Fair Trade Certified™, UL GreenGuard Certified, EcoCert® Cosmos, B Corp®).



FOR THE HOME

- Purchase paper products that are made from **post-consumer recycled content or bamboo**.
- **Switch to rechargeable batteries wherever feasible.** Bring old batteries to a local office supply store or electronics store for proper recycling.
- Read cleaning product labels carefully before purchasing. If a product has a warning label because it contains **known hazardous chemicals**, consider one of the alternatives in the Green Cleaning Section of this guide.
- Purchase **recyclable plastic pump-spray bottles** instead of aerosol cans.
- Replace appliances with **energy efficient appliances** to reduce water use and energy consumption.



FOOD

- Purchase **local, in-season** produce to support the local community and reduce the distance produce travels.
- Shop at your **local farmer's market**.
- Look for **Fair Trade Certified™** items.
- Local, **organic free-range eggs** are generally higher in vitamins and minerals than mass-produced eggs.
- Participate in the **"Meatless Monday"** campaign. Animal-based foods have a larger carbon footprint than plant-based foods.
- Choose dairy products with **no artificial hormones or antibiotics**.
- Learn about the **"Slow Food"** movement.
- **Buy organic fruit and vegetables**, if possible. Apples, strawberries, and grapes are the top three most contaminated foods with the highest amount of pesticides.



CLOTHING AND PERSONAL CARE

- Host a **clothes swap** with friends.
- Shop **resale shops**. Often you can find new items that still have tags.
- **Learn about slow fashion/ethical fashion.** Support brands that take into account an item's full life cycle, which includes sourcing, shipping, and end of life (as well as resources).
- When buying new clothing, look for items made from **recycled or renewable materials**, such as cotton or hemp.
- Choose **petroleum-free cosmetic products** that do not contain mineral oil, paraffin, or propylene glycol. See [Environmental Working Group's Skin Deep®](#) database for toxicity ratings of common cosmetic products.
- Look for **certified organic plastic-free** personal-care products.
- Use **aluminum-free** deodorants.

GREEN CLEANING

Green cleaning keeps toxins and chemicals out of the air, water and soil.



GREEN CLEANING PRACTICES

- To lessen moisture in the home, **always use ventilation when cooking and bathing.**
 - Many vacuums disperse small bits of dust. Look for vacuums with **HEPA filters** (high-efficiency filters that catch tiny particles) and dirt sensors that signal when a carpet is clean.
- Plain water on a cloth works great for the vast majority of dusting chores. If something more powerful is necessary, **choose the least-toxic product for the job.**
- To keep indoor air clean and lessen contaminants tracked into homes on the soles of shoes, consider becoming a **shoe-free household.**



REMOVING STUBBORN CLOTHING STAINS

- Treat stains before washing instead of buying specific heavy-duty chemical products.
 - **Blood:** soak in cold water or club soda.
 - **Coffee/Tea:** soak in a solution of warm water and borax.
 - **Grass:** rub with glycerin.
 - **Perspiration:** rub with white vinegar.
 - **Tar:** rub with eucalyptus oil.



INFECTIOUS DISEASE PREVENTION

- **Disinfect high-touch surface areas**, including (but not limited to) door handles/knobs, handrails, light switches, faucets, kitchen equipment, countertops, and other surfaces that are frequently touched throughout a day.
- Follow the [World Health Organization \(WHO\) Guidelines](#) and manufacturer instructions for safe and **effective disinfectant use.**
- If available, **purchase cleaning products** developed by a member of the [Global Ecolabelling Network.](#)



BAKING SODA USES

- Place a box or small bowl of baking soda in the fridge, freezer, or cupboard **to absorb unpleasant odors.**
- A paste of baking soda and water can be used to **make stainless steel appliances shine.**
- Sprinkle baking soda into a wet **toilet bowl or white sink**; allow to sit for 10-15 minutes and then scrub.
- To create a **tub-scum cleaner**, mix baking soda and a “green” liquid soap to a honey-like consistency. Apply it with a little elbow grease and perhaps a splash of white vinegar.
- To **remove odors from carpets**, sprinkle with baking soda. Let stand for at least 15 minutes, and then vacuum. Repeat as needed.
- To help **remove spills**, blot as much as possible then clean as normal. When finished, sprinkle with baking soda and then vacuum. This can decrease the chance that the spill could cause unpleasant odors later.



VINEGAR USES

- For cleaning, **choose white vinegar**, as brown vinegar will typically stain porous surfaces.
- Some **air fresheners use harsh chemicals.** Instead, lightly spritz your space with white vinegar (the smell will quickly vanish).
- Add 1/4 cup (60ml) of white vinegar to the washer **to remove any mildew smells** from towels and sheets.
- A cup (240ml) of white vinegar will **clean a washing machine.** Run it through a regular cycle, without clothes.
- Deodorize and clean the **garbage disposal** with white distilled vinegar ice cubes (freeze full-strength white distilled vinegar in an ice cube tray). Run several cubes down the disposal while flushing with cold water.
- **Clean the microwave** by mixing 1/2 cup (120ml) of white distilled vinegar and 1/2 cup (120ml) of water in a microwave-safe bowl. Heat inside the microwave. Baked-on food will be loosened, and odors will disappear. Wipe clean.

TRANSPORTATION

In addition to positive environmental impacts, switching to active and alternative forms of transportation can provide financial benefits as well as physical and mental health benefits.



WALK OR USE ALTERNATIVE TRANSIT

- Use a smart phone to find nearby **walkable shops, restaurants, services, and activities**.
- **Discover local public transit** by checking online public transit trip planners, such as [Google Maps Transit](#), which provides a map, step-by-step instructions, and photos to help reach the destination. Look into using bike/scooter share as an alternative form of transportation.



EFFICIENT DRIVING TIPS

- When considering purchasing a car, compare the [fuel economy](#) and opt for the **more fuel-efficient vehicle** option.
- Aggressive driving (speeding, accelerating rapidly, and braking erratically) **wastes gas**. Save money and reach your destination safely.
- Use **cruise control** on the highway to maintain consistent speed and save gas.
- Turn off the vehicle's engine when it is parked to **avoid excessive idling**.
- Keep **tires properly inflated** for optimum gas mileage and safety.
- Consider **carpooling or ride-sharing**.



WORK FROM HOME

- If possible, **telecommute or work from home** at least one day a week instead of driving. Benefits include saving on parking costs and **increased productivity**. Save on travel expenses by **teleconferencing**.
- **Move, share, and edit information virtually** with web-provided services.



BIKING

- Biking is a **clean** form of transportation.
- Be sure to take **appropriate precautions** for safety:
 - Always **wear a helmet**.
 - **Ride with traffic**, not against it.
 - **Be visible**, especially when riding at night. Wear bright colors and use flashing lights and reflectors.
 - **Do not weave** through traffic.
 - **Use bike lanes**, if available.
- Regularly **maintain your bike**. It is essential to maintain adequate tire air pressure and working brakes.
- Be aware of **local laws** that apply to bicycle riders.
- Always ensure your bike is **secure**:
 - Use an **appropriately sized U-lock**, such as those made by Kryptonite®.
 - Lock bikes in a **visible, well-lit area** and to a permanent fixture that cannot be easily cut or broken. **Lock your tires** to the bike frame to prevent theft.
 - Keep a **current picture of the bike** to give to authorities if stolen.
 - Consider purchasing a **GPS anti-theft device** for your bicycle, such as Sherlock (sherlock.bike).
 - Verify that your **renter's insurance** covers your bike (it likely does).



RESOURCES

coolclimate.org

CoolClimate's mission is to massively scale up the adoption of climate solutions.

sustainableelectronics.org

This nonprofit organization is dedicated to the responsible reuse, repair, and recycling of electronic products.

epa.gov/cfl

This website provides information about Compact Fluorescent Lightbulbs.

epa.gov/recycle/electronics-donation-and-recycling

Electronics donation and recycling is a great way to help conserve resources and natural materials.

fuelconomy.gov

Learn more about fuel economy at the Office of Energy Efficiency & Renewable Energy.

greenamerica.org/green-living

Their mission is to harness economic power—the strength of consumers, investors, businesses, and the marketplace—to create a socially just and environmentally sustainable society.

greenamerica.org/green-business-index

Find green, healthy, and ethically produced products and services for home and work.

lamprecycle.org

One-stop source of information about recycling mercury-added “lamps.”

meatlessmonday.com

This is a nonprofit initiative of The Monday Campaigns, working in collaboration with the Center for a Livable Future (“CLF”) at the Johns Hopkins Bloomberg School of Public Health.

slowfood.com

Slow Food® was founded in 1989 to prevent the disappearance of local food cultures and traditions, counteract the rise of fast life, and combat people's dwindling interest in the food they eat.

wateruseitwisely.com

Sign up for their newsletter for water-saving ideas.

greenchoices.org

This site includes information about simple and effective green alternatives that make a real, lasting difference.

epa.gov/environmental-topics/greener-living

EPA has tools to help reduce an individual's environmental footprint.





Green Living Guide for Residents Acknowledgement

By signing below, I hereby acknowledge that I received the Green Living Guide for Residents.

Johnny Pate

Resident

Resident

Resident

Resident

Resident

Resident

Owner's Representative

08/28/2024

Date

Date

Date

Date

Date

Date

Date