



TEXAS APARTMENT ASSOCIATION

M E M B E R

This Lease Contract is valid only if filled out before January 1, 2018.

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: March 7, 2017
(when this Lease Contract is filled out)

Moving In — General Information

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

Amjad Khan

Naghma Kausar Qureshi

and us, the owner: Riata

(name of apartment community or title holder). You are renting

Apartment No. R0531, at 12345 Alameda

Trace Circle

(street address) in Austin

(City), Texas 78727 (zip code) for use as a private residence

only. The terms "you" and "your" refer to all residents listed above

or, in the event of a sole resident's death, to someone authorized

to act for the estate. The terms "we," "us," and "our" refer to the

owner listed above and not to property managers or anyone else.

Neither we nor any of our representatives have made any oral

promises, representations, or agreements. This Lease is the en-

tire agreement between you and us.

2. Occupants. The apartment will be occupied only by you and (*list*

all other occupants not signing the Lease):

Above Only

Prorated rent of \$ 960.00 is due for the remainder of the [check one]: 1st month or 2nd month, on the _____ day of _____ (month), _____ (year).

You must pay your rent on or before the 1st day of each month (due date). There is no grace period, and you agree that not paying rent on the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks.

If you don't pay all rent on or before the _____ day of the month, you'll pay an initial late charge of \$ 65.00, plus a daily late charge of \$ 10.00 per day after that date until the amount due is paid in full. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 50.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease. If you violate the animal restrictions of Par. 27 or other animal rules, you'll pay an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. We'll also have all other remedies for such violations.

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

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

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

required to buy and maintain renter's or liability insurance (see attached addendum), or

not required to buy renter's or liability insurance.

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

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

10. Unlawful Early Move-Out And Relicting Charge.

10.1 Your Responsibility. You'll be liable for a reletting charge of \$ 1,054.00 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36;

(B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.

Initials of Our Representative: AK

Your Initials: NQ

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

11. Security Devices.

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

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

12. Other Utilities and Services. Television channels that are provided may be changed during the Lease term if the change applies to all residents. You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we'll attach an addendum to this Lease in compliance with state-agency rules. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$15.00 charge (not to exceed \$50 per violation), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you're in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

Special Provisions and "What If" Clauses

13. Damages and Reimbursement.

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

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

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

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

14. Contractual Lien and Property Left in Apartment.

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

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

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

14.4 Storage.

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

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

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

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

14.5 Redemption.

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

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

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

14.6 Disposition or Sale.

(A) Our options. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all personal property that is:

While You're Living in the Apartment

19. Community Policies and Rules.

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

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

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

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

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

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

- (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 or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations;
- (d) storing anything in closets containing gas appliances;
- (e) tampering with utilities or telecommunications;
- (f) bringing hazardous materials into the apartment community;
- (g) using windows for entry or exit;
- (h) heating the apartment with a gas-operated cooking stove or oven; **or**
- (i) injuring our reputation by making bad-faith allegations against us to others.

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

- (a) has a flat tire or is otherwise inoperable;
- (b) is on jacks, on blocks, or has a wheel missing;
- (c) takes up more than one parking space;

- (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.

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

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

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

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

17. Delay of Occupancy.

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

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

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

17.3 Notice of Delay. If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but not later.

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

18. Disclosure of Information. If someone requests information about you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

Your Initials:

AK
MP

Initials of Our Representative:

VW

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- (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 marked for another resident or apartment;
- (j) is on the grass, sidewalk, or patio;
- (k) blocks a garbage truck from access to a dumpster;
- (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; **or**
- (m) is not moved to allow parking lot maintenance.

22. Release of Resident.

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

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

23. Military Personnel.

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

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

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

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

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

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

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

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

24. Resident Safety and Loss.

24.1 Disclaimer. We disclaim any express or implied warranties of security. We care about your safety and that of other occupants and guests. You agree to make every effort to follow any Security Guidelines Addendum attached to this Lease. **No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you take as a matter of common sense and habit.**

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

24.3 Alarm and Detection Devices.

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

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

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

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

25. Condition of the Premises and Alterations.

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

25.2 Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging

Your Initials:

AK

MQ

Initials of Our Representative:

VLA

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or littering the common areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our rules state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

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

26. Requests, Repairs, and Malfunctions.

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

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

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

26.4 Air-Conditioning and Other Equipment. Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Your rent will not abate in whole or in part.

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

27. Animals.

27.1 No Animals Without Consent. No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission. If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum, pay an animal deposit. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require veri-

fication of your disability and the need for such an animal. You must not feed stray or wild animals.

27.2 Violations of Animal Policies.

(A) Charges for violations. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except attorney's fees and litigation costs) in enforcing animal restrictions and rules.

(B) Removal and return of animal. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 28. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. We'll return the animal to you upon request if it has not already been turned over to a humane society, local authority or rescue organization. We have no lien on the animal for any purpose.

28. When We May Enter. If you or any guest or occupant is present, then repairers, servicers, contractors, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. Law officers with a search or arrest warrant or those in hot pursuit may be allowed to enter.

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

Replacements

30. Replacements and Subletting.

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

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

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

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

Your Initials:

AK
ND

Initials of Our Representative:

VN

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Responsibilities of Owner and Resident

31. Our Responsibilities.

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

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

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

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

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

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

32. Default by Resident.

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

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

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

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

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

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

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

General Clauses

33. Other Important Provisions.

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

33.2 Miscellaneous. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or non-duty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. Neither an invalid clause nor the omission of initials on any page invalidates this Lease. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to."

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

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

When Moving Out

36. Move-Out Notice.

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

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

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

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

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

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

40. Security Deposit Deductions and Other Charges. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Par. 14; removing or booting illegal parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 6 and 27; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices; false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices referenced in Par. 5 if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 32; and (C) a reletting fee if you've violated Par. 10. **We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.**

41. Deposit Return, Surrender, and Abandonment.

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

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

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

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

SUMMARY OF KEY INFORMATION

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

- Address: 12345 Alameda Trace Circle Unit # R0531
- Beginning date of Lease (Par. 3) 03/08/2017 ■ Ending date of Lease (Par. 3) 03/07/2018
- Number of days notice for termination (Par. 3) 60 ■ Consent for guests staying more than 7 days (Par. 2)
- Total security deposit (Par. 4) \$ 0.00 ■ Animal deposit (if any) \$ _____
- Security deposit (Par. 4) does OR does not include an animal deposit.
- Security deposit refund check will be by (Par. 4) **(check one)** one check jointly payable to all residents (default), OR one check payable to and mailed to _____
- # of keys/access devices (Par. 5) for 2 unit, 2 mailbox, 2 other Gate Access
- Your move-out notice will terminate Lease on (Par. 5): **(check one)** last day of month OR exact day designated in notice
- Check here if the dwelling is to be furnished (Par. 5) ■ Check here if there is a concession addendum
- Rent to be paid (Par. 6): **(check all that apply)** at the onsite manager's office, through our online payment site, OR at Kiosk (if available)
- Check here if included in monthly rent: garage, storage, carport, washer/dryer, or other _____
- Total monthly rent (Par. 6) \$ 1240.00 ■ Prorated rent (Par. 6) for **(check one)**
- Late charges if rent is not paid on or before (Par. 6) 3rd first month OR second month \$ 960.00
- Initial late charge (Par. 6) \$ 65.00 ■ Daily late charge (Par. 6) \$ 10.00
- Returned-check charge (Par. 6) \$ 50.00 ■ Animal violation charges (Par. 6)
- Monthly animal rent (if any) \$ _____ Initial \$ 100.00 Daily \$ 10.00
- Monthly pest control (if any) \$ 2.00 ■ Monthly trash / waste (if any) \$ 5.00
- Utilities paid by owner (Par. 7): **(check all that apply)** electricity, gas, water, wastewater, trash/recycling, cable/satellite, master antenna, Internet, stormwater/drainage, other _____
- Utility connection charge (Par. 12) \$ 15.00 ■ You are: **(check one)** required to buy insurance OR
- Agreed reletting charge (Par. 10) \$ 1054.00 not required to buy insurance (Par. 8)
- Special provisions (Par. 9): _____

Signatures and Attachments

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

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

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

Your Initials: AK Initials of Our Representative: KA

NO

You are legally bound by this document.

Please read it carefully.

A facsimile or electronic signature on this Lease is as binding as an original signature.

Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

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

This lease is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident or Residents (all sign below)

03/08/2017

[Signature]
(Name of Resident)

Date signed 31 March 2017

(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)

[Signature]

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

12345 Alameda Trace Circle

Austin, TX 78727

(512) 437-1222

After-hours phone number (512) 437-1222

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

Date form is filled out (same as on top of page 1) 03/07/2017

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

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apartment No. R0531 in the Riata

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

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

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

(a) you give us written notice of early termination at least 60 days prior to your early termination date (i.e., your early move-out date), which (*check one*) must be the last day of a month or may be during a month;

(b) you specify the early termination date in the notice, i.e., the date by which you'll move out;

(c) you are not in default under the TAA Lease Contract on the date you give us the notice of early termination;

(d) you are not in default under the TAA Lease Contract on the early termination date (move-out date);

(e) you move out on or before the early termination date and do not hold over;

(f) you pay us a \$ 2480.00 early termination fee;


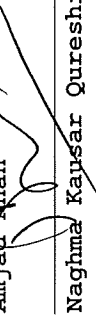
(g) you pay us the amount of any rent or other concessions you received when signing the TAA Lease Contract; and

(h) you comply with any special provisions in paragraph 8 below.

4. **Payment of fees and other sums.** The early termination fee in paragraph 3(f) is due and payable no later than 60 days after you give us your early termination notice. The repayment of any rent concessions or discounts you received during the TAA Lease Contract term will be determined by the Lease Addendum for Rent Concession or Other Rent Discount. This repayment and any other monetary obligations for the entire TAA Lease Contract term are due and payable on the same day as the early termination fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.

5. **Showing unit to prospective residents.** After you give us notice of early lease termination, paragraph 28 of the TAA Lease

Resident or Residents
[All residents must sign]


Amjad Khan

Nagma Kausar Qureshi

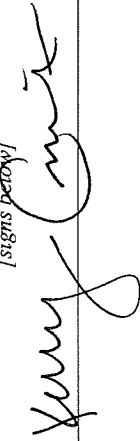
Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your early termination date.

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

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

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

Owner or Owner's Representative
[signs below]



Date of TAA Lease Contract

March 7, 2017

NO SMOKING LEASE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. R0531 in the Riata _____
_____ Apartments
in Austin, Texas.
OR _____
the house, duplex, etc. located at (street address) _____
in _____, Texas.

2. **Smoking anywhere inside the dwelling units or buildings of the apartment community is strictly prohibited.** All forms of smoking inside any dwelling unit, building, or interior of any portion of the community are strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this addendum and the TAA Lease Contract.

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

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

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

- is permitted
- is not permitted.

The following outside areas may be used for smoking:

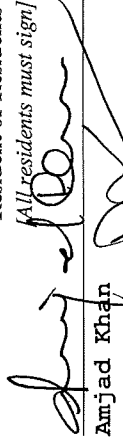
Common Areas

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees stop smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the health, safety, or welfare or disturbing the enjoyment of the premises, or business operations of us, other residents, or guests.

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

Resident or Residents

(All residents must sign)


Amjad Khan

Naghma Kausar Qureshi

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

6. **Definition of smoking.** "Smoking" refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or other non-tobacco product while it is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. "Smoking" also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are noxious, offensive, unsafe, illegal, unhealthy, or irritating to other persons.

7. **Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which includes terminating your right to possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. Despite termination of your right to possession, you will remain liable for all rent and other sums due under the TAA Lease Contract subject to our statutory duty to mitigate.

8. **Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, loss of rental income, and other economic damages under this addendum are in addition to your responsibility for any other damages or loss under the TAA Lease Contract or other addendum.

9. **Your responsibility for conduct of occupants, family members and guests.** You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

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

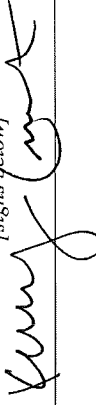
This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider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

Neither you nor anyone who will be living in the dwelling unit is a smoker.

Someone in my household is a smoker; however, we agree to follow the no-smoking policy.

Owner or Owner's Representative

(signs below)



Date of TAA Lease Contract

March 7, 2017



Bed Bug Addendum

Date of Lease: March 7, 2017
(when the Lease is filled out)

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

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

Apt. # R0531 at Riata

or other dwelling located at _____
_____ (name of apartments)

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

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

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

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

OR

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

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

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

OR

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

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

5. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Si-

multaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

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

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
 - of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling;
- AND
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

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

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

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

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

Resident or Residents (all sign below)

Shijael Pan 03/08/2017 Date signed
(Name of Resident)
Shijael Pan 8th March 2017 Date signed
(Name of Resident)

Owner or Owner's Representative (sign below)

Yanyang Gao 3/8/17 Date signed
(Name of Resident)

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

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



Animal Addendum

Date of Lease: March 7, 2017
(when the Lease is filled out)

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 # R0531
at 12345 Alameda Trace Circle (street address)
in Austin (city),
Texas 78727 (zip code).

2. Lease Contract.

Lease Contract date: March 7, 2017
Owner's name: Riata

Residents (list all residents): Amjad Khan, Naghma

Kausar Qureshi

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

4. Animal Deposit. You must pay a one-time animal deposit of \$_____ when you sign this addendum. This deposit adds to your total security deposit under the Lease Contract, and we consider that total balance a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease Contract, 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 total monthly rent (as stated in the Lease Contract) will be increased by \$_____.

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

9. Liability Not Limited. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleaing, replacements, 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: N/A
Type: _____
Breed: _____

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

11. Special Provisions.

The following special provisions control over any conflicting provisions of this addendum:

12. Emergency.

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

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

13. Animal Rules.

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

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

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

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

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

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

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 paragraph 27 of the Lease Contract, 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 paragraphs 27 and 28 of the Lease Contract, 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, defleating, 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 defleating, 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.

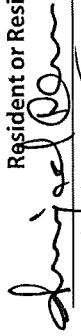
20. Multiple Residents. Each resident who signed the Lease Contract must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does 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 Contract described above.

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

Resident or Residents (all sign below)

 03/08/2017 8th March 2017
(Name of Resident) Date signed Date signed


(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

Owner or Owner's Representative (sign below)

 3/8/17
Date signed

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



Asbestos Addendum

Date of Lease: March 7, 2017
(When the Lease is filled out)

1. **Addendum.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # R0531 at Riata

(name of apartments)

or other dwelling located at _____

(street address of house, duplex, etc.)

City/State where dwelling is located _____

2. **Asbestos.** In most dwellings which were built prior to 1981, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

3. **Federal Recommendations.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

4. **Community Policies and Rules.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

Resident or Residents (all sign below)
[Signature] 03/08/2017 Date signed

(Name of Resident)
[Signature] 8th March 2017 Date signed

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

Owner or Owner's Representative (sign below)
[Signature] 3/8/17 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.



CHARGES UPON MOVE-OUT AGREEMENT

This agreement is an addendum to your lease contract. Please read it carefully before signing.

CLEANING AND REPAIR CHARGES

The following charges will be deducted from the resident's security deposit or owed to the community upon move-out for all cleaning and/ or repair of the items listed below should they require such*. Should the amount of the security deposit be insufficient to cover the costs of such cleaning/ repair, the resident will be responsible to pay the higher cost directly to the community upon move out.

Kitchen Cleaning

Cabinets	\$20.00
Floors	\$25.00
Microwave	\$10.00
Refrigerator	\$30.00
Counter tops	\$10.00
Dishwasher	\$10.00
Drip pans	\$3.00
Oven	\$30.00
Vent-A-Hood	\$15.00

Bathroom Cleaning

Cabinets	\$25.00
Counter tops	\$10.00
Sinks	\$10.00
Floors	\$15.00
Toilets	\$10.00
Tub/Shower	\$20.00
Vanity	\$10.00
Mirrors	\$10.00

Miscellaneous Cleaning

Carpet	\$ per bid
Carpet Repair	\$ per bid
Drapes/Blinds	\$50.00
Holes in walls	\$75.00
Painting	\$ per bid
Trash removal	\$5.00 per bag
Garages	\$20.00
Storage	\$20.00
Patio	\$10.00

REPLACEMENT CHARGES

Keys	\$25.00
Mirrors	\$ per bid
Patio Glass	\$ per bid
Disposal	\$105.00
Blinds	\$ per bid
Doors	\$ per bid
Drawers	\$ per bid
Light bulbs	\$2.00-\$8.00
Light Fixtures	\$ per bid
remotes	\$50.00
Carpet	\$ per bid
Tile	\$ per bid
Counter tops	\$ per bid
Crisper covers	\$85.00
Refrigerator shelves	\$40.00
Shower heads	\$35.00
towel bars	\$25.00
Drip Pans	\$3 per

Toilet Seats	\$15.00
Window glass	\$ per bid
Window Screens	\$25.00
sheet rock repairs	\$ per bid
Full paint	\$ per bid
Pet damage	\$ per bid
pest control	\$ per bid
yard sod replacerr	\$ per bid

Resident Signature

08/03/2017

Date

Resident Signature

08/03/2017

Date

Resident Signature

Owner's Representative

3/8/17

Date

Date

* All charges are estimated and are subject to change at any time without notice. This is not an all-inclusive list. The resident can and will be charged for the cleaning, repair and replacement of all other items not include on this list.



RESIDENTIAL RELEASE AND CONSENT ADDENDUM

I / We, Amjad + Naghma the undersigned, on behalf of myself, my heirs and my legal representative(s), agree as follows:

There are various amenities offered to residents at the Community, which may include, but may not be limited to, some or all of the following: Fitness Center, Basketball Court, Sand/Water Volleyball Court(s), Spa, Putting Green, Playground, Billiard Room, Sauna, Car Wash, Swimming Pool, Tennis Court, Business Center, Movie Theater, Tanning Bed, Dog Park, Yards, Soccer Fields, Laundry Facility, Retention Ponds, Ponds, Lakes, Fountains and Clubhouse (the foregoing amenities and all other amenities provided at the Apartment Community are hereinafter collectively referred to as the "Amenities"). You are welcome to use all of the Amenities at your leisure, but neither management nor the owner of the Apartment Community assumes any liability for damages, which may result to your person or property as a result of your use of the Amenities. In that regard, by executing this Release and Consent Addendum, you hereby represent on behalf of yourself and your heirs and legal representatives as follows:

- A. I agree to assume any and all risks associated with or incidental to my use of the Amenities and any other activities which I participate in at the Apartment Community.
- B. In consideration for my being permitted to use the Amenities and participate in activities offered at the Apartment Community, I release and discharge the Apartment Community, its owner, managing agents, officers, directors, partners, agents and employees and their respective heirs, successors, legal representatives and assigns (collectively, the "Owner Parties") from any and all claims, actions, demands or damages that I may now or hereafter have, develop or suffer as a result of my use of the Amenities or my participation or involvement in any activities at the Apartment Community including, but not limited to, any damages, causes of action or injuries to my person or my property. I understand that this is a complete release and I expressly waive any legal right I may have to sue any of the Owner Parties in connection with my use of the Amenities or my participation in activities offered at the Apartment Community.
- C. I represent and warrant that I have no health or medical problems or conditions, nor am I under any medical treatment or prescription that makes such activity dangerous to my health or person. I understand and agree that no medical personnel or services shall be furnished by or on behalf of the Owner Parties in connection with my use of the Amenities. Should, in any event, I need medical attention or treatments, none of the Owner Parties shall be responsible for any medical attention or treatments and I fully release the Owner Parties from any obligation for such medical attention or treatments.
- D. (AS PER TAA LEASE PARAGRAPH 12) I must promptly reimburse the owner of the Apartment Community for loss, physical damage or cost of repairs to community facilities undertaken or suffered by the owner of the Apartment Community as a result of any acts committed by me or any of my invitees or guests in connection with the use of the Amenities.

E. I understand that no loitering or soliciting is allowed.

F. I have read the Release and Consent Addendum carefully and thoroughly and I am executing it voluntarily.

Amjad Pan
Resident

08/03/2017
Date

Naghma
Resident

08/03/2017
Date

Kenny Conit
Owner or Owner's Representative

3/8/17
Date

**LEASE ADDENDUM FOR
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. R0531 in the Riata

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

in _____, Texas.

2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: *(check as applicable)*
 garage or carport attached to the dwelling;
 garage space number(s) _____; ;
 carport space number(s) _____; and/or
 storage unit number(s) _____.

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

3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas.

4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

5. **No smoke, fire, or carbon monoxide detectors.** Smoke, fire, or carbon monoxide detectors will be furnished by us if required by law. We may choose to provide a detection device not required by law by separate addendum.

6. **Garage door opener.** If an enclosed garage is furnished, you will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of

Resident or Residents
(All residents must sign)


Amjad Khan

Naghma Kausar Qureshi

any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a fine of \$ 50.00, which will be deducted from your security deposit.

7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

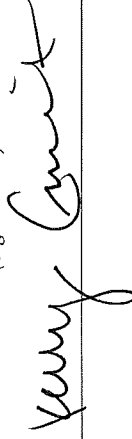
8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. **We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise.** We are not responsible for pest control in such areas.

9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to paragraph 14 of the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you.

Owner or Owner's Representative
(Signs below)



Date of Lease Contract

March 7, 2017



Inventory and Condition Form

Resident's Name: Amjad Khan Home #: () Work #: ()
 Resident's Name: Naghma Kausar Qureshi Home #: () Work #: ()
 Resident's Name: Home #: () Work #: ()
 Resident's Name: Home #: () Work #: ()
 Resident's Name: Home #: () Work #: ()
 Apartment Community Name: Riata Apt.# R0531
 or Street Address (if house, duplex, etc.):

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

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

Living Room
 Walls _____
 Wallpaper _____
 Plugs, switches, A/C vents _____
 Woodwork/baseboards _____
 Ceiling _____ good
 Light fixtures, bulbs _____
 Floor/carpet _____
 Doors, stops, locks _____
 Windows, latches, screens _____
 Window coverings _____
 Closets, rods, shelves _____
 Closet lights, fixtures _____
 Lamps, bulbs _____
 Water stains or mold on walls, ceilings or baseboards _____
 Other _____

Dining Room
 Walls _____
 Wallpaper _____
 Plugs, switches, A/C vents _____
 Woodwork/baseboards _____
 Ceiling _____ good
 Light fixtures, bulbs _____
 Floor/carpet _____
 Doors, stops, locks _____
 Windows, latches, screens _____
 Window coverings _____
 Closets, rods, shelves _____
 Closet lights, fixtures _____
 Water stains or mold on walls, ceilings or baseboards _____
 Other _____

Kitchen
 Walls _____
 Wallpaper _____
 Plugs, switches, A/C vents _____
 Woodwork/baseboards _____
 Ceiling _____ good
 Light fixtures, bulbs _____
 Floor/carpet _____
 Doors, stops, locks _____
 Windows, latches, screens _____
 Window coverings _____
 Cabinets, drawers, handles _____
 Countertops _____
 Stove/oven, trays, pans, shelves _____
 Vent hood _____
 Refrigerator, trays, shelves _____
 Refrigerator light, crisper _____
 Dishwasher, dispensers, racks _____
 Sink/disposal _____
 Microwave _____
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____
 Other _____

Halls
 Walls _____
 Wallpaper _____
 Plugs, switches, A/C vents _____
 Woodwork/baseboards _____
 Ceiling _____ good
 Light fixtures, bulbs _____
 Floor/carpet _____
 Doors, stops, locks _____
 Closets, rods, shelves _____
 Closet lights, fixtures _____
 Water stains or mold on walls, ceilings or baseboards _____
 Other _____

Exterior (if applicable)
 Patio/yard _____
 Fences/gates _____
 Faucets _____ good
 Balconies _____
 Other _____
Bedroom (describe which one): #-1
 Walls _____
 Wallpaper _____
 Plugs, switches, A/C vents _____
 Woodwork/baseboards _____
 Ceiling _____ good
 Light fixtures, bulbs _____
 Floor/carpet _____
 Doors, stops, locks _____
 Windows, latches, screens _____
 Window coverings _____
 Closets, rods, shelves _____
 Closet lights, fixtures _____
 Water stains or mold on walls, ceilings or baseboards _____
 Other _____

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

~~Bedroom (describe which one):
Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Closets, rods, shelves _____
Closet lights, fixtures _____
Water stains or mold on walls, ceilings or baseboards _____
Other _____~~

~~Bedroom (describe which one):
Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Closets, rods, shelves _____
Closet lights, fixtures _____
Water stains or mold on walls, ceilings or baseboards _____
Other _____~~

~~Bath (describe which one): #1
Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Exhaust fan/heater _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Sink, faucet, handles, stopper _____
Countertops _____
Mirror _____
Cabinets, drawers, handles _____
Toilet, paper holder _____
Bathtub, enclosure, stopper _____
Shower, doors, rods _____
Tile _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____
Other _____~~

~~Bath (describe which one):
Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Exhaust fan/heater _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Sink, faucet, handles, stopper _____
Countertops _____
Mirror _____
Cabinets, drawers, handles _____
Toilet, paper holder _____
Bathtub, enclosure, stopper _____
Shower, doors, rods _____
Tile _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____
Other _____~~

~~Half Bath
Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Exhaust fan/heater _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Sink, faucet, handles, stopper _____
Countertops _____
Mirror _____
Cabinets, drawers, handles _____
Toilet, paper holder _____
Tile _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____
Other _____~~

~~Half Bath
Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Exhaust fan/heater _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Sink, faucet, handles, stopper _____
Countertops _____
Mirror _____
Cabinets, drawers, handles _____
Toilet, paper holder _____
Bathtub, enclosure, stopper _____
Shower, doors, rods _____
Tile _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____
Other _____~~

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

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

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

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

Resident or Resident's Agent: [Signature] Date of Signing: 8th March 2017
Owner or Owner's Representative: [Signature] Date of Signing: 3/8/17

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814

EPA-747-K-12-201
September 2013

- ❖ **Texas Department of State Health Services**—512/458-7111
- ❖ **EPA Region 6 Office (includes Texas)**—214/665-2704
- ❖ **HUD Healthy Homes and Lead Hazard Control**—202/755-1785
- ❖ **National Lead Information Center**—800/424-5323
- ❖ **CPSC**—800/638-2772

FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (owners) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention. (This addendum is a "pamphlet" within the meaning of federal regulations. The term "in the housing" below means either inside or outside the housing unit.)

LEAD-FREE HOUSING If the housing unit has been certified as "lead free" according to 24 CFR Section 35.82, the lead-based paint and lead-based paint hazard regulations do not apply, and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement, to the lessee (resident).

LESSOR'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (check only one box)

- Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Records and reports available to lessor (check only one box)

- Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (list documents).

Agent's Statement. If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d); and (2) agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR Sections 35.88 and 35.92 and 40 CFR Sections 745.107 and 745.113. Agent's obligations include those in 24 CFR Section 35.94 and 40 CFR Section 745.115.

Accuracy Certifications and Resident's Acknowledgment. Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be: (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be: (1) the agent himself or herself; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the agent. The lessees (residents) signing below acknowledge that they have received a copy of this TAA lease addendum before becoming obligated under the lease and have been informed that it contains the disclosure form and pamphlet information required by federal law regarding lead poisoning prevention.

Riata, 12345 Alameda Trace Circle #R0531

Apartment name & unit number OR street address of dwelling

Austin, TX 78727

City/State/ZIP

Lessee (Resident) [Signature] Date signed 08/03/2017

Lessee (Resident) [Signature] Date signed 08/03/2017

Lessee (Resident) _____ Date signed _____

Riata

Printed name of LESSOR (owner) of the dwelling

Lessee (Resident) _____ Date signed _____

Lessee (Resident) _____ Date signed _____

Lessee (Resident) _____ Date signed _____

Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling

Yany Guit 3/8/17

Signature of person signing on behalf of above LESSOR _____ Date signed _____

Signature of person signing on behalf of above AGENT, if any _____ Date signed _____

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



IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Mold Information and Prevention Addendum

Date of Lease: March 7, 2017
(when the Lease is filled out)

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

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

That dwelling is: Unit # R0531
at Riata

_____ (name of apartments)

or other dwelling located at _____

_____ (street address of house, duplex, etc.)

City/State/Zip where dwelling is located: _____

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

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

- Keep your dwelling clean—particularly the kitchen, the bathrooms, carpets, and floors. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.
- Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines—especially if the leak is large enough for water to seep into nearby walls. If your dwelling has them, turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots. Also when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air-conditioning or heating-system problems you discover. Follow any of our rules about replacing air filters. It's also good practice to open windows and doors periodically on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your dwelling dry out.

- Promptly notify us in writing of any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation as necessary.

Resident or Residents (all sign below)
Shirley Rann 03/08/2017 Yung Gunt 3/8/17
(Name of Resident) Date signed Date signed

_____ 03/03/2017
(Name of Resident) Date signed

_____ Date signed

_____ Date signed

_____ Date signed

_____ Date signed

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

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

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

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

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

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

Owner or Owner's Representative (sign below)
Yung Gunt 3/8/17
Date signed

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

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

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. R0531 in the Riata

in Austin, Texas. Apartments

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

Remote control for gate access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your children or other occupants will require a \$ 50.00 non-refundable fee.

Cards for gate access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a \$ 50.00 non-refundable fee.

Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

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

If a remote control is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ 50.00 deduction from the security deposit.

If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ 50.00 deduction from the security deposit.

We may change the code(s) at any time and notify you accordingly.

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

5. Follow written instructions. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee

Resident or Residents

(All residents must sign here!)



Amjad Khan

Naghma Kausar Qureshi

through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

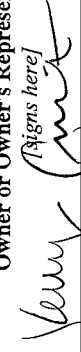
6. Personal injury and/or personal property damage. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents,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

7. Rules in using vehicle gates.

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

Owner or Owner's Representative

(Signs here!)



Date of Lease Contract

March 7, 2017

LANDLORD-PLACED MASTER POLICY LIABILITY INSURANCE ADDENDUM

This Landlord-Placed Master Policy Liability Insurance Addendum is incorporated into the Apartment Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated March 7, 2017 between Riata ("We") and **Naghma Kausar Qureshi and Amjad Khan** ("You") of Apt. No. 531 located at 12345 Alameda Trace Circle (street address) in Austin, TX 78727 (City, State and Zip Code) and is in addition to all terms and conditions

in the Lease. To the extent the terms of this addendum conflict with those of the Lease, this Landlord-Placed Master Policy Liability Insurance Addendum shall control.

For the duration of the Lease and any extensions, you are required to maintain and provide evidence of either tenant liability insurance or renters insurance ("Required Insurance"). The minimum coverage under your Required Insurance must be no less than:

\$50,000 Limit of Liability for your legal liability for damage to our property

You are required to furnish us with evidence of Required Insurance prior to your occupancy of the dwelling and at the time of each lease renewal. If at any time you do not have such insurance, you are in breach of the Lease and we shall have the right, but not the obligation, to 'force place' and purchase replacement coverage and to charge you a fee to cover the expense for such insurance.

You may obtain Required Insurance from an insurance agent or insurance company of your choice. If you furnish evidence of such insurance to us and maintain the insurance for the duration of the Lease, then nothing more is required. If you do not maintain Required Insurance, the insurance requirement of your Lease may be satisfied by us, and we may schedule your dwelling for coverage under our Landlord-Placed Master Policy liability insurance ("LPMP"). The coverage provided under the LPMP will include the Required Insurance coverage listed above. An amount equal to our total cost of adding your dwelling to the LPMP shall be charged back to you by us, or our authorized representative. Some important points of this coverage, which you should understand are:

1. We are the Primary Insured under the LPMP. You are an Additional Insured under the tenant liability component of the LPMP for liability arising from Property Damage (fire, smoke, explosion, water damage due to backup/overflow of sewer, drain or sump) up to the Limits of Liability appearing above.
2. **LPMP coverage is not personal liability insurance or renters insurance.** We make no warranty or representation that LPMP covers your personal property (contents) or additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a Renters Insurance Policy, the LPMP may not protect you as if you had purchased personal liability or renters insurance from an insurance agent or insurance company of your choice. Certain restrictions apply.
3. LPMP coverage only applies to liability arising on the dwelling. You are not insured away from the dwelling.
4. LPMP coverage may be more expensive than the cost of Required Insurance available to you. At any time, you may contact an agent of your choice for personal liability or renters insurance options to satisfy the Required Insurance under the Lease.
5. The fee to cover the expense of the LPMP coverage shall be \$ 11.50 per month.
6. LPMP insurance coverage may be insured with an affiliate of the Landlord, which could then benefit from the purchase of this insurance.
7. The LPMP is designed to fulfill the insurance requirement of your Lease.

If we schedule your dwelling for coverage under our LPMP, you may still purchase the Required Insurance from an insurance agent or insurance company of your choice at any time and coverage under the LPMP will be terminated immediately after you furnish evidence of such insurance to us. The replacement policy will go into effect the 1st of the following month.

Amjad Khan
Resident
Resident

08/03/2017
08/03/2017
Date
Date

Resident
Amjad Khan
IMT Representative

Resident
3/8/17
Date
Date

LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

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

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. R0531 in the Riata

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

2. **Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

3. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

4. **Signal and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

5. **Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

Resident or Residents
[All residents must sign here]

Amjad Khan

Naghma Kausar Qureshi

6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

8. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 40, 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.

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 50000.00, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.

10. **Security deposit.** Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$ 0.00 effective at time of installation or effective within _____ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc.

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.

Owner or Owner's Representative

[signs here]


Date of Lease Contract

March 7, 2017



Trash Addendum

Use PLASTIC TRASH BAGS designed for outside trash disposal only and please TIE them to prevent trash from escaping the bag. NO trash in paper sacks, boxes or beverage cartons. NO loose newspapers, jugs or litter. Everything must be in plastic trash bags. DO NOT OVERLOAD TRASH BAGS. Please take extra care with your cat litter.

We are committed to a clean environment for all of our residents. We can all do our part by putting trash in its place. Repeated improper disposal of trash could result in a \$25.00 service charge for clean up. Thank you for your cooperation in keeping our community clean. Bulk items are your responsibility to remove from the community. Bulk items shall include but are not limited to furniture, electronics, appliances, environmentally protected disposal items such as tires, oil, paint or chemicals.

If your community offers curb side trash removal, please bring your tied trash bags to the nearest curbside. Curb side trash pick-up must be out only on the designated days between the hours of 7am and 10am ONLY. Do not set trash outside your apartment home on patio or breezeways.

Your scheduled Curb Side pick-up days are:

Monday and Thursday

Do not set trash out the night before. Trash may only be set out on scheduled days at appointed times. Please flatten all boxes. No bulk items may be set out for disposal for curb side pick-up.

If your community offers trash compactors please dispose of your tied trash bags into the compactor or compactor shoots. Do not place bulk items into the compactors or compactor shoots or compactor areas. All items must be tied plastic bags designed for outside trash disposal only. No trash in paper sacks, boxes or beverage cartons. No loose newspapers, jugs or litter. Please flatten all boxes. Do not sit trash next to compactor or in compactor rooms. Do not sit trash outside your apartment home or breezeways.

Trash Compactors are located at:

Village Office and In front of Building 11

If your community offers dumpster sites please dispose of your tied trash bags into dumpsters. Do not place bulk items into the dumpsters or dumpster areas. All items must be in tied plastic trash bags designed for outside trash disposal only. No trash in paper sacks boxes or beverage cartons. No loose newspapers, jugs or litter. Please flatten all boxes. Do not sit trash next to the dumpster cases. Do not sit trash outside your apartment home on patio or breezeway.

Dumpsters are Located at:

N/A

[Signature] Resident Signature 08/03/2017 Date

[Signature] Resident Signature 08/03/2017 Date

[Signature] Resident Signature 3/8/17 Date

[Signature] Owner's Representative 3/8/17 Date

Water and Wastewater Submetering Addendum

Date of Lease: March 7, 2017
(when the Lease is filled out)

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. # R0531 at Riata

(name of apartments)

or other dwelling located at _____

(street address of house, duplex, etc.)

City/State where dwelling is located _____

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

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

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

- (A) Your monthly water and wastewater bill will conform to all applicable rules of the PUC (see attached).
- (B) As permitted by state law, a service fee of 9% (not to exceed 9%) will be added to your monthly water-service charges.
- (C) No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we

fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.

- (D) We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.124.
- (E) We will bill you monthly for your submetered water consumption from approximately the 5 day of the month to the 4 day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.

(F) PUC rules require us to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ 41.48 per unit, varying from \$ 2.17 for the lowest month's bill to \$ 286.14 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.

(G) During regular weekday office hours, you may examine:
(1) our water and wastewater bills from the utility company; (2) our calculation of your monthly submeter bill; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

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

Resident or Residents (all sign below)

[Signature] 08/03/2017

(Name of Resident) _____ Date signed

[Signature] 08/03/2017

(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

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

A Checklist of Water-Conservation Ideas for Your Dwelling

In the bathroom . . .

- Never put cleansing tissues, dental floss, cigarette butts, or other trash in the toilet.
- When brushing your teeth, turn off the water until you need to rinse your mouth.
- When shaving, fill the sink with hot water instead of letting the faucet run.
- Take a shower instead of filling the tub and taking a bath.
- Take a shorter shower: Showers may use up to half of your interior water consumption.
- If you take a tub bath, reduce the water level by one or two inches.
- Shampoo your hair in the shower.
- Test toilets for leaks. Add a few drops of food coloring to the tank, but do not flush. Watch to see if the coloring appears in the bowl within a few minutes. If it does, the fixture needs adjustment or repair. A slow drip can waste as much as 170 gallons a day or 5,000 gallons per month. Report all leaks to management.
- Don't leave water running while cleaning bathroom fixtures.

In the kitchen . . .

- Run your dishwasher only when you have a full load.
 - If you wash dishes by hand, don't leave the water running for washing or rinsing. Fill the sink instead.
 - Use your sink disposal sparingly, and never for just a few scraps.
 - Keep a container of drinking water in the refrigerator.
 - When cleaning vegetables, use a pan of cold water rather than letting the faucet run.
 - For cooking most food, use only a little water and place a lid on the pot.
 - Report all leaks to management.
- When doing the laundry . . .**
- Wash only full loads of laundry or else adjust the water level to match the size of the load (if you have this option).
 - Use cold water as often as possible to save energy and to conserve the hot water for uses that cold water cannot serve.

Owner or Owner's Representative (sign below)

[Signature] 3/8/17

Date signed

Attached: PUC Rules for Submetered Water or Wastewater Service

**LEASE ADDENDUM FOR
ALLOCATING STORMWATER/DRAINAGE COSTS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. R0531 in the Riata _____
_____ Apartments
in Austin, Texas.
OR
the house, duplex, etc. located at (street address) _____
in _____, Texas.

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

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

4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for stormwater/drainage costs. Instead, you will be receiving a separate bill from us each month for stormwater/drainage. We may include this item as a separate and distinct charge as part of a multi-item bill.

You agree to and we will allocate the monthly stormwater/drainage bill for the apartment community based on the allocation method checked below: *(check only one)*

A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e., your unit's square footage divided by the total square footage in all apartment units.

Resident or Residents
(All residents must sign here)


Amjad Khan

Naghma Kausar Qureshi

A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e., the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units).

Half of your allocation will be based on your apartment's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.

Per dwelling unit

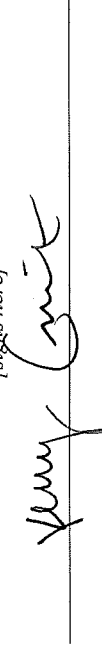
Other formula *(see attached page)*

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

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

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

Owner or Owner's Representative
(signs here)



Date of TAA Lease Contract

March 7, 2017

**LEASE ADDENDUM FOR
WASHING MACHINE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. R0531 in the Riata _____
_____ Apartments
in Austin, Texas
OR _____
the house, duplex, etc. located at (street address) _____ in _____, Texas.

2. **Permission.** You (as residents) have permission from us (as owner) to install and use a washing machine in the dwelling unit described above, subject to the conditions in this addendum.

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

3. **Conditions.** If your washing machine leaks, floods, 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 in your unit is subject to the following conditions. You automatically agree to those conditions when connecting or using a washing machine in your unit.

4. **Installation.** You should be especially careful in your choice of a washing machine and in its 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's installation, maintenance and use. 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 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 unit damage, as well as damage to personal property in your unit and other units if, among other things:

- the water hoses break or leak; or
- the water hoses were incorrectly connected or did not have protective washers in the connections; or
- the washing machine was overloaded, causing it to malfunction; or
- the washing machine leaks or malfunctions for any other reason.

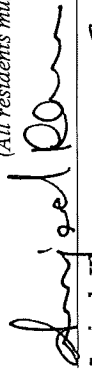
The owner's insurance will not cover such damages.

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.

7. **Inspection.** You must not use the washing machine until management has inspected its installation. Such inspection does not relieve you of liability in the event of water or other damage from your washing machine.

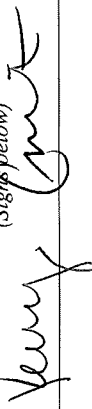
8. **Insurance.** At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from your washing machine. It must also provide coverage for any potential liability, due to your fault, for water or other damage to 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.

Resident or Residents
(All residents must sign)


Amjad Khan

Naghma Kausar Qureshi

Owner or Owner's Representative
(Sign below)



Date of Lease Contract
March 7, 2017

**LEASE ADDENDUM FOR
ALLOCATING NATURAL GAS COSTS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. R0531 in the Riata _____
_____ Apartments
in Austin, Texas.

2. **Reason for allocation.** When natural gas bills are paid by the property owner, residents have no incentive to conserve gas and heat. This results in a waste of our state's natural resources and adds to the overhead of the property--and that usually means higher rents. On the other hand, allocation of gas raises everyone's awareness of the need to conserve gas and heat and to pay attention to the thermostat and heat loss through open doors or windows. It should therefore minimize the necessity for rent increases to cover wasteful practices of other residents regarding heating and gas consumption.

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

4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for natural gas. Instead, you will be receiving a separate bill from us each month for gas. We may include this item as a separate and distinct charge as part of a multi-item bill.

You agree to and we will allocate the monthly gas bill for the apartment community based on the allocation method checked below. *(check only one)*

A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e., your unit's square footage divided by the total square footage in all apartment units.

A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e., the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units.)

Half of your allocation will be based on your apartment unit's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.

Per dwelling unit

Other formula *(see attached page)*

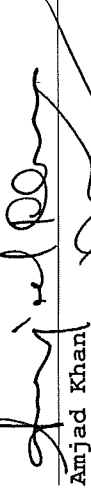
5. **Common area deduction.** Only the total mastermeter gas bill will be allocated. Before the bill is allocated, a deduction of 20 percent will be made to cover estimated gas consumption in any common areas, such as: (1) gas dryers and room heating in laundry rooms; or (2) hot water heating for pools, spas or laundry rooms. Penalties or interest for any late payment of the mastermeter gas bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ 0.00 per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

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

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

Resident or Residents

(All residents must sign here)


Amjad Khan

Naghma Kausar Qureshi

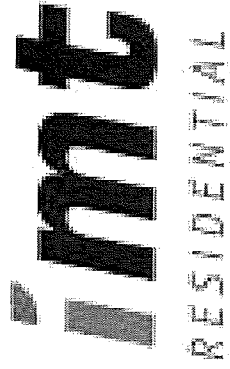
Owner or Owner's Representative

(sign here)



Date of TAA Lease Contract

March 7, 2017



PACKAGE ACCEPTANCE

It is our pleasure to accept packages under the following conditions:

- We do not accept C.O.D. deliveries.
- We will not be responsible for perishable items left in the fitness center.
- We will not be responsible for packages delivered in damaged condition.
- It may be necessary for you to provide identification when picking up a package.
- Packages may be picked up during normal fitness center hours.
- The fitness center has limited space available for storing packages. Please pick up your packages within 3 days of delivery. Failure to pick up your packages in a timely manner will result in packages being returned to sender.
- If you are expecting a large delivery, you will need to make arrangements to be at home for the carrier. We are not able to accept more than 3 packages at once for an apartment.
- The packages accepted will be limited in size to no larger than 12x12.
- Due to the liability involved, the fitness center will only be able to accept packages from commercial delivery services (UPS, FedEx, USPS, etc) with your prior written consent.
- Packages are accepted as a convenience for residents and delivery companies.
- By accepting a delivery, neither the Apartment Community nor its employees accept responsibility or liability for the delivery or any damage to the delivered items once in our possession.

Arjun Patel 08/03/2017 Yunq Guo Management
Resident Signature Date Date
[Signature] 08/03/2017
Resident Signature Date

RIATA

12345 Alameda Trace Circle Austin, TX 78727
p: 512-437-1222 / f: 512-437-1220

ELECTRIC (UTILITIES) ADDENDUM

It is your responsibility to contact an Electric Provider to have electric service transferred into your name.

As of your move in date, 3/8/17 RIATA assumes no responsibility for maintaining your electric services.

You will pay for electric service during your lease contract with RIATA. You must not allow any utilities to be cut off or switched for any reason- including disconnection for not pay your bills. If you delay getting it turned on in your name by your lease commencement or cause it to be transferred back into our name before you surrender or abandon the apartment, you will be liable for a \$15.00 fine plus the actual or estimated cost of utilities that should have been in your name.

12345 Alameda Trace Circle # 531
Austin, TX 78727

(new address to apartment that you will be leasing)

[Signature]
(Resident Signature)

[Signature]
(Resident Signature)

RS31
(Unit#)

[Signature]
(Management Signature)

3/8/17
(Date)

RS31
(Electric account #)

COA
(Provider)



MISSION STATEMENT

RIATA's owners and managers are dedicated to providing an uncompromising apartment home environment that positively contributes it's resident's quality of life.

VISION

RIATA offers Austin's diverse multi-family market three distinct housing alternatives. This collection of apartment villages is interconnected with greenbelts, trails and parks ... all converging at Headquarters, RIATA's resort and social center.

- ArrowWood BuenaVista The Dominion The Enclave GreyMoss
- MylesMark RockCreek WoodTrail Apartment Number: 521

RIATA Community Policies

LEGAL DESCRIPTION FOR ARROWWOOD AT RIATA

The 15.147 acre parcel of land situated in Travis County Texas and being a part of the Jas. Goode Survey No. 30 and Memucan Hunt Survey No. 105 and being also a part of Lot 1 Block A of RIATA Section One as recorded in Book 95, Page 377 of the Plat Records of Travis County, Texas.

LEGAL DESCRIPTION FOR BUENAVISTA AT RIATA

The 14.417 acre parcel of land situated in Travis County Texas and being a part of the Jas. Goode Survey No. 30 and Memucan Hunt Survey No. 105 and being also a part of Lot 1 Block A of RIATA Section One as recorded in Book 95, Page 377 of the Plat Records of Travis County, Texas.

LEGAL DESCRIPTION FOR THE DOMINION AT RIATA

The 12.835 acre parcel of land situated in Travis County Texas and being a part of the Jas. Goode Survey No. 30 and Memucan Hunt Survey No. 105 and being also a part of Lot 1 Block A of RIATA Section One as recorded in Book 95, Page 377 of the Plat Records of Travis County, Texas.

LEGAL DESCRIPTION FOR THE ENCLAVE AT RIATA

The 14.476 acre parcel of land situated in Travis County Texas and being a part of the Jas. Goode Survey No. 30 and Memucan Hunt Survey No. 105 and being also a part of Lot 1 Block A of RIATA Section One as recorded in Book 95, Page 377 of the Plat Records of Travis County, Texas.

LEGAL DESCRIPTION FOR GREYMOSS AT RIATA

The 10.373 acre parcel of land situated in Travis County Texas and being a part of the Jas. Goode Survey No. 30 and Memucan Hunt Survey No. 105 and being also a part of Lot 1 Block A of RIATA Section One as recorded in Book 95, Page 377 of the Plat Records of Travis County, Texas.

LEGAL DESCRIPTION FOR MYLES MARK AT RIATA

The 9.996 parcel of land situated in Travis County Texas and being a part of the Jas. Goode Survey No. 30 and Memucan Hunt Survey No. 105 and being also a part of Lot 3 of Millwood Section Nineteen as recorded in Book 85, Page 58A of the Plat Records of Travis County, Texas.

LEGAL DESCRIPTION FOR ROCKCREEK AT RIATA

The 15.731 acre parcel of land situated in Travis County Texas and being a part of the Jas. Goode Survey No. 30 and Memucan Hunt Survey No. 105 and being also a part of Lot 1 Block A of RIATA Section One as recorded in Book 95, Page 377 of the Plat Records of Travis County, Texas.

LEGAL DESCRIPTION FOR WOODTRAIL AT RIATA

The 22.168 acre parcel of land situated in Travis County Texas and being a part of the Jas. Goode Survey No. 30 and Memucan Hunt Survey No. 105 and being also a part of Lot 1 Block A of RIATA Section One as recorded in Book 95, Page 377 of the Plat Records of Travis County, Texas.

PREFACE

The RIATA Community policies are based on the belief that consideration of others and respect for the owner's property is important in maintaining a superior quality of living. These policies are in place for your convenience, safety and full enjoyment of our facilities. Our goal at RIATA is to provide you with optimum customer service and outstanding amenities.

These policies and procedures are an addendum to your rental agreement and a part of the rental agreement. Violation of any of these policies shall constitute a default of your rental agreement and subject you to all remedies available to Riata under the rental agreement. These policies may be added to amended or repealed at any time without advance notice by management.

FAIR HOUSING STATEMENT

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

GOOD NEIGHBOR POLICY

You and all guests and occupants must comply with all written rules and policies. Please be courteous to your neighbors and help us maintain an enjoyable community environment.

COMMUNITY STANDARDS OF OCCUPANCY

All new residents in your apartment community meet the same non-discriminatory qualification standards based on income, employment, credit, rental, and criminal history. The maximum number of occupants allowed in a given apartment is available at your village management office. The term "occupant" refers to all adults and children over 18 months of age who reside in an apartment. Guests may not stay more than 7 consecutive days or more than 14 days in any one month during the lease term. If the number of occupants in your apartment changes for any reason, please contact your village management office immediately.

RESIDENT SERVICES

Our goal at RIATA is to provide you with optimum customer service. Please be aware that after you have moved into your apartment home, your point of contact for resident service is your village management office. If you have any questions regarding transfers, renewals, maintenance requests, facility usage, or any other questions or concerns, the on-site management staff is available to assist you.

Moving In

- Resident shall be responsible for completing and returning to the village management office a Property Condition Form within 48 hours of taking possession of the unit.
 - Keys, garage door openers, gate access cards or other entry devices will not be provided until all rental agreement documents have been signed by all residents and all security deposits, rents or other sums due under the rental agreement have been paid in full.
 - **Please remember that the property's insurance only covers damage to the physical structure, not your personal belongings and/or personal contents.**
 - **You are required to obtain renters insurance.** Please see the renter's insurance addendum for required coverage
- Residents who wish to have a satellite dish installed in your home must have renters insurance in compliance with the satellite dish addendum. Please contact your insurance agent for information and cost.

Payment of Rent

- All rent and other sums must be paid by personal check, certified check, cashier's check, credit card, auto debit, or money order. Online payment options are available at www.mvmt.imtresidential.com.
- We do not accept cash under any circumstances.
- All checks and money orders are to be made to the appropriate village management office at RIATA.
- Payments must be made by the lease holders or co-signers only. Third party payments are not accepted.
- **Rent is due in full on or before the 1st day of the month and late charges begin on the 4th day of the month. Partial payments will not be accepted and late fees will apply.**
- No personal checks will be accepted for rental payment after the 5th day of the month. All payments must be in the form of a certified check, cashier's check, money order, or credit card. If the 3rd day of the month falls on a weekend or holiday, the same conditions apply.
- The Night Drop is provided as a convenience to you for rental and other payments outside of normal business hours. Payments submitted in the Night Drop after business hours on one day and before business hours on the next day are considered received the day prior. Resident bears any risk of loss associated with theft of payments placed in the Night Drop.
- Late charges will consist of an initial \$65.00 fee assessed on the 4th day of the month, with an additional \$10.00 per day thereafter, including Holidays. All rent and payments are pulled from the night drop box on weekends that fall on the 1st-3rd.
- Please put your apartment number on the check or money order for accurate record keeping.
- If the bank for any reason returns a check, the check will not be re-deposited. A charge of \$50.00 will be incurred, as well as any late charges that apply up to and including the date that the replacement funds are paid in full.
- After receiving 2 checks returned for non-sufficient funds, all future rental payments can only be paid with a cashier's check, certified check, money order, or credit card.

Patios, Balconies, and Common Areas

- Only plants, patio furniture and bicycles are allowed on patios and balconies. Toys, tricycles, scooters, skates, skateboards, etc. must be stored inside your apartment when they are not in use. Managers will remove and impound and toys or personal belongings left on the sidewalk, grounds, or parking lot areas. Residents may not store or keep toys, etc on the apartment patio, balcony, breezeways, or under stairwells. Animals must not be left unattended on RIATA premises: including but not limited to patios and balconies.
- Satellite dishes are permitted with prior written permission, and proof of renter's insurance. (*See your village management office for further information*).
- No personal property is allowed on the common areas, including but not limited to, outside walkways, balconies, patios, breezeways, courtyard areas or under stairs.
- No items, such as: pull down shades, curtains, laundry, clothing, rugs, flags or decorative lighting (except for during the holidays) are to be hung on the exterior of any building.
- No CB base stations, radio/television serials or wires are permitted on any part of the premises.
- No Birdfeeders of any kind are permitted.
- The storage of containers for gasoline or other chemicals, motorized vehicles (such as lawn mowers, motorcycles, mopeds, etc.) is prohibited.

BBQ Grills

- Our insurance, as well local City Ordinance, prohibit the use of BBQ grills in the breezeways, balconies and patios, or within 10 feet of a building or building overhang.
- In some cities, there are very strict fire laws which restrict barbecuing within apartment communities completely. In these instances, you may receive a substantial fine from the fire department if caught. Please check with your community manager for proper City regulations on the use of BBQ grills for your community.
- Do not store propane tanks on patios, balconies, or breezeways. Grills should not be stored or secured to poles, patios, stairwells, trees, etc. within the community. Any grill found stored in this manner will be immediately removed and disposed of by management without prior notification to resident. The use of propane or natural gas grills is strictly prohibited at your IMT Community, as is the storage of the gas tank inside the unit or on the patio or balcony creates an extreme and dangerous hazard. This policy will be strictly enforced.

Vehicles and Parking

- When entering or leaving the community, you are requested to operate your vehicle at a speed not to exceed fifteen (15) miles per hour.
- **All parking is unassigned**, except in designated areas. Please be courteous to your neighbors, and do not take up more than one space per vehicle and do not park on the grass.
- Campers, trailers, boats, buses, large trucks, tractors or similar type equipment and recreational vehicles shall not be parked on the premises or in garages. Vehicles parked in violation will be towed without notice at the owner's expense.
- Automobile repair work is not allowed on the premises.
- Vehicles must comply with all state inspections and car registration requirements to remain on the premises.
- **Any unauthorized motor vehicle that is parked in a fire lane, tow away zone, handicapped space, blocking a trash receptacle, garage, pedestrian gate, will be towed without notice to owner at owner's expense. A vehicle will also be towed without notice at owner's expense if it is found leaking fluid which presents a hazard or threat to persons or property.**
- You are responsible for notifying occupants and guests of these towing policies. Management will not be responsible for any damage or charges to the vehicle being towed.
- Motorcycles should be parked in parking lots or garages. Do not park them on patios, balconies, inside your apartment, in breezeways or under stairs. They must have a current registration and license plate. No "dirt bikes" are allowed on the premises.

Garages (*Not available at all Villages*)

- Only motor vehicles and bicycles should be parked in garages.
- Do not store perishable items in your garage.
- No toxic, flammable or explosive materials are allowed to be stored in your garage.
- Always keep your garage door closed unless leaving or entering your garage.
- A fee of \$50 will be required for an additional or replacement garage door remote. In the event that the remote is lost, stolen or damaged, an additional fee of \$50 will be charged.

Storage

- Please use the storage area provided with your apartment, as patios, porches, balconies and passageways are not to be used for this purpose.
- Additional storage facilities are available for lease at ArrowWood, WoodTrail and MylesMark. Please check with the village management office or leasing staff for details.

Fire Hazards

- No flammable or combustible objects or substances may be stored in your apartment, storage facility or garage, or on patios, balconies, under the stairwells or in the common areas.

Smoking

- All forms of smoking anywhere inside the dwelling units or buildings of the apartment community is strictly prohibited. The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community.

Window Coverings

- No shades, awnings, window guards or reflective coverings are allowed.
- All window coverings must show white from the exterior of the building.

Pet Policies

- We consider pets a serious responsibility and risk to each resident in the apartment dwelling. If you do not properly control and care for your pet, you'll be held liable if it causes any damage or disturbs other residents.
- We will consider your pet deposit a general security deposit for all purposes. Refund of the security deposit will be subject to terms and conditions set forth in the lease contract. The refundable portion of the additional security deposit is not refundable until all residents surrender the premises, even if the pet has been removed.
- An Animal Lease Addendum must be signed in order to have an animal or pet on the premises.
- You must provide a picture of your pet to you on the day of move in.
- All animal deposits and non-refundable pet fees must be paid. An additional monthly pet rent for each pet will be billed to your account.
- Service animals are welcome at RIATA with required documentation.
- A maximum of two pets per apartment home are permitted.
- Cats must be spayed or neutered.
- Current immunizations are required.
- Residents with fish tanks or aquariums that are over 20 gallons must provide proof of current renter's insurance before moving such tank or aquarium into the unit.
- Animals are not to be left unattended on patios/ balconies or on RIATA premises at any time.
- Animals must be provided with proper care and treatment at all times.
- The RIATA Dog Parks can be found at the ArrowWood and WoodTrail Village. Use of the Dog Park is at your own risk and is open for use from **7:00a.m. to 10:00 p.m.**
- Exotic pets that are not allowed include, but are limited to: Ferrets, snakes, arachnids (tarantulas, spiders, scorpions, etc), chinchillas, domestic rats and mice, medium to large birds (Macaws, Cockatoos and Medium to large Parrots) and medium to large lizards (Iguanas, Bearded Dragons, etc).
- Animals must be kept on leashes at all times. Every animal owner must immediately remove pet waste from any common/public area. Failure to remove waste can result in a \$25 fine per occurrence.
- Community rules and regulations must be followed regarding all pets. Violations of any pet rule or policy may result in the immediate request for removal of the pet(s) from the leased unit. Failure to immediately remove the pet(s) due to Lease Violations will result in prompt legal action against resident to revoke right of occupancy.

Trash Removal and Disposal

- Residents of the villages that offer curbside trash pick-up must place the bagged and tied trash at the curbside for trash pickup each Monday and Thursday morning between 7:00a.m and 10:00am. If Monday or Thursday falls on a holiday, trash will be picked up the following business day.
- Residents who live in villages that do not offer curbside trash pick-up will be expected to dispose of their bagged and tied trash inside the area of the compactor facility as instructed on the sign by the compactor.

- Residents will be charged \$25.00 per bag/box for any trash left in front of their front doors, in breezeways, or on patios/balconies. Please contact your village manager if you require further instruction regarding proper disposal of garbage with the compactors.
- Paper, plastic, and aluminum may be recycled in the trash compactor area of your Village.

Laundry Facilities

- The laundry room(s) are open 24 hours daily.
- The laundry facilities are operated by an independent laundry service, which is responsible for their repair and maintenance. If machines are not working properly, please call your village management office or the laundry service company at the number posted in the laundry room.
- All persons using the laundry facilities are responsible for their own personal property. We recommend that you do not leave your clothes unattended. We are not responsible for any items lost or stolen in the laundry room.
- An adult must accompany persons under the age of 12.

Car Care Centers

- RIATA's Car Care Centers offer car vacuums free of charge for resident use.
- Please do not park vehicles in car wash areas except for the duration of washing your car. Violators are subject to towing without notice.
- Use of the Car Care Center is at your own risk and is open for use from **8:00 a.m. to 10:00 p.m.**
- Music levels should be kept to a reasonable level while using this amenity.

Gate Entry System

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car to block the gate from closing.
- Never follow another vehicle into an open gate. Always use your remote to gain entry.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If there are small children nearby, do not operate the gate to ensure that they do not get caught in it as it opens or closes.
- If you lose your remote, please contact your village management office immediately.
- Do not give your remote to a non-resident.
- If your telephone number changes, please contact the office prior to the change.

Instructions for use:

- The system uses your existing home or cellular telephone to let you talk with visitors and allow them access to your community if you so desire. A visitor is prompted to find your "directory code" on the directory and enter your code on the keypad. The system then dials your telephone number, and your telephone will ring. The system will keep your phone number confidential. When speaking to a visitor at the gate, speak loudly and clearly so your guest can hear over the traffic noise that may be near the gate. The call will last for about 60 seconds. After that period the system will automatically end the call to allow for other visitors. Ten seconds prior to the end of the call you will hear a short tone for each second indicating that the call is about to end.
- **Once you have answered the call you may take one of two actions:**
 - (1) Dial "9" on your phone to open the gate.
At villages with dual entry gates, dial a "9" to open the right gate or a "5" to open the left gate
 - (2) Dial a " * " to hang up without granting entry.
To view the person at the entry gate that has called you, tune your TV to channel 7. There could be occasions when the channel may not be operating properly. We cannot guarantee that this function will be in operation at all times and you should not depend on this feature to screen and/or identify your guests. If you do not have cable, you will not have this option.

Gate remotes for gate access: Each person listed as a lease holder on the lease will be given a remote at no cost to use during their residency.

Damaged, lost or un-returned remote: If a remote is lost, stolen or damaged, a \$50 fee will be charged for a replacement remote. If a remote is not returned or is returned damaged when you move out, there will be a \$35 deduction from the security deposit for each remote. In addition, (if applicable) if a garage remote is lost, stolen or damaged, a \$50 fee will be charged for a replacement remote. If a remote is not returned or is returned damaged when you move out, there will be a \$35 deduction from the security deposit per remote.

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

Follow written instructions: We ask that you and all other occupants read these written instructions that have been furnished to you regarding the access gates. If you, your family, occupant, or guest, through negligence or misuse damages the gates, you will be in breach of your lease and are liable for the damages under your lease and collection of damage amounts may be pursued.

Personal Injury and/or personal property damage: Fencing, gates or other devices will not prevent crime. No security system or device is foolproof or a 100% crime deterrent. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. If a crime occurs or is suspected call the police or 911 immediately. RIATA is not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

Deliveries

- You may pick up your package(s) from the RIATA Athletic Club during business hours
- You must bring your Advantage ID before we will release the package(s) as well as your package notification slip. The resident will be required to sign for packages upon pick up.
- Packages will be checked in and out by a RIATA representative.
- The number of deliveries may become too great or too cumbersome; therefore, we reserve the right to refuse any deliveries at any time.
- Due to lack of space, please avoid multiple packages for moving purposes and/or registry gifts (i.e.: bridal or baby).
- **The Athletic Club Management is not responsible for contacting residents when accepting packages. This responsibility is in the hands of the deliverer.**
- Athletic Club Management is not responsible or liable for any lost or stolen deliveries signed for or accepted by any of our authorized representatives. Your deliveries are not secured while in our possession. Further, management is not responsible for articles of parcels left at your door.
- Please pick up your deliveries within 72 hours. If you do not pick up your delivery within 72 hours, we reserve the right to return to sender.
- Deliveries or service requiring entrance into the resident's apartment by anyone other than the management/maintenance staff will be allowed only with written permission from the resident.
- Management will not be available after hours to allow you access to your deliveries. You must pick up your packages during regular business hours.
- Please do not have perishable goods delivered.

Lock Outs

- If you are locked out of your apartment during business hours, please stop by the village office during office hours with a picture I.D. to gain access.
- If you are locked out of your apartment after business hours, **you must call a locksmith. For your protection we do not provide lockout service.**
- After hours assistance is also not provided regarding your gate remotes. Please keep your remote with you at all times. If you lose your gate remote, or if your remote malfunctions, contact the management office during regular office hours to make arrangements to repair or replace the remote.

Minor Persons

- **Since unattended children are at great risk for injury, abuse or even abduction, please teach them personal safety rules.** Any child unattended in any of the community amenities must be 16 years of age or older.
- Persons under the age of 12 should not be left in an apartment unless supervised by an adult.
- The failure of an adult resident to provide access for and supervision of their minor children will be considered a breach of the lease.

Athletic Club:

Age 16 and older: Full access to utilize all areas of the RIATA Athletic Club.

Ages 12-15: Limited access, allowed to work out under close parental supervision only.

Under Age 12: Minors under the age of 12 are not allowed in the fitness areas at any time. This includes small children and infants.

See the paragraph regarding the Athletic Club for further details and rules concerning minors.

Swimming Pools and Spas:

Under Age 18: Persons under the age of 18 years of age using a pool or spa must be accompanied by a parent or legal guardian.

Under Age 12: Children under the age of 12 are prohibited from all hot tubs.

Computer Technology Center:

Under Age 16: No one under the age of 16 is permitted in the Tech Center without adult supervision.

Apartment Transfers

- The resident(s) account is in good standing. Rent must be current at the time of Transfer application; resident must not have had more than ONE late payment in the prior 6 months, or TWO late payments in the prior 12 month period. All utilities must be paid prior to transfer.
- Resident must have resided at the property for a period equal to or greater than 6 months. If the resident has resided at the property for less than 6 months, a \$750 transfer fee will be required.
- The resident(s) must qualify for the apartment in which he or she wishes to transfer to according to published Rental Criteria.
- The resident(s) understands that if the new deposit required is higher, the difference in amount must be paid prior to transfer.
- A 30 day notice to vacate will be required for all transfers.
- If the resident requests to transfer to a new unit during an existing contractual term, a TRANSFER FEE of \$500 will be required and must be paid at the time of Transfer application. If resident requests to transfer at the end of an expiring lease term, no transfer fee will be required.
- If the resident requests to transfer to a unit with a lease term of less than 6 months, there will be a \$150 transfer fee in addition to any applicable transfer fees.
- No same size transfers are permitted unless pre-approved by the Community Manager and are due to extenuating circumstances.
- The Community Manager must walk and inspect your current apartment before the transfer will be approved. Any damages will be assessed at that time and will need to be corrected or paid before the transfer will take place. The resident(s) agree to pay any costs associated with returning the original apartment to market-ready condition, to include but not limited to painting, cleaning, drywall repairs, flooring cleaning/repairs/replacement, and general repairs to apartment structure or contents if found to have been caused by resident neglect or mis-use.
- If there is a pet deposit, the non-refundable portion will be retained on the original apartment and a new non refundable pet fee will be required in full on the new apartment.
- A \$200.00 non refundable fee will be charged to any resident who cancels their scheduled transfer once the transfer request has been approved by management and an apartment has been removed from market for lease. Resident(s) understands that the original apartment may no longer be available due to pre-leasing.

Move Out Procedures

- Residents must submit a sixty-day written notice to vacate to the village management office.
 - Residents must follow the Move-out Cleaning Instructions which you will receive from your village management once your notice to vacate is received. If cleaning instructions are not followed or if professional cleaning is required, charges will be accessed accordingly.
 - All keys, remotes, garage openers, and ID's must be returned to your village management office. Until these items are received, rent will continue to be charged per your lease agreement.
 - Any outstanding charges or delinquent rent must be paid in full.
 - A final water bill will be generated upon move out and will be deducted from your security deposit.
 - Leave a forwarding address with the village management office staff.
 - If there are damages to your apartment beyond normal wear-and-tear, charges for repairs or replacement will be accessed to the Residents accordingly. These charges may exceed the Security Deposit paid under the rental agreement and you will be responsible for such excess amounts.
- The above requirements must be fulfilled in order to receive a refund of your deposit.**
Please note: The security deposit and/or statement of disposition will be returned by mail to the forwarding address provided by you and is subject to any deductions for cleaning, damages, etc. Deposit refunds may not be picked up at the office. Please allow up to 30 days to process your deposit refund.

Freezing Weather Instructions

Freezing weather instructions for residents and occupants: *Water pipes in our apartment community may freeze and break unless all precautions listed in these instructions are followed. If any pipes freeze during the winter, management may have to cut off the water to the entire building. If there is widespread pipe breakage across the city, it could take several days before the pipes can be repaired and get hot and cold water back on in your unit. Each resident should follow these precautions when subfreezing weather occurs.*

- Leave the heat on 24 hours a day at a temperature setting of no less than 60 degrees. Keep all windows closed.
- Leave the cabinet doors open under the kitchen sink and bathroom sink to allow heat to get to the plumbing.

- Drip all your water faucets 24 hours a day. If severe subfreezing weather occurs it may be necessary to run your faucets at a steady, pencil-lead stream when you are in the apartment and when you are gone. This includes hot and cold water in your kitchen, bathroom lavatories, bathtubs, shower, wet bar sinks, etc.
- Leave all drains open and clear of obstacles; including lavatories, sinks and bathtubs.
- Bring potted or hanging plants inside.
- Contact the management office if you will be away from your apartment for more than 24 hours when subfreezing weather may reasonably be anticipated.
- If you notice a water leak, icy spot or other hazardous condition on the property, please notify the management IMMEDIATELY.
- Please use extra cautions when walking and/or driving on the property when freezing rain or snow is predicted or occurring. Remember that walkways, stairs, steps, sidewalks and parking lots can become dangerously slick with the buildup of ice. Hold on to the stair rails where available.

Smoke Detector Acknowledgement

- You acknowledge and agree that owner is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s). That you assume the full and complete responsibility for all the risk and hazards attributable to connected with or in any way related to the operation, malfunction, or failure of the smoke detector(s), regardless of whether such malfunctions or failure is attributable to, connected with, or in any way related to the use, operations, manufacture, distribution, repair, servicing or installation of said smoke detector(s).
- No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by owner, its agents or employees to you regarding smoke detector(s) and expressly disclaims all warranties of fitness for a particular purpose of habitability or any and all other expressed or implied warranties. Owner shall not be liable for damages or losses to personal property caused by (1) Your failure to regularly test the smoke detector(s)., (2) Your failure to notify owner of any problem, defect, malfunction, or failure of the smoke detector(s), (3) Theft of the smoke detector(s) or its serviceable battery, and (4) False alarms produced by the smoke detector(s).

RIATA Amenities and Facilities

The following section focuses on RIATA's various amenities and facilities that are available for resident use. These common areas are for the enjoyment of the entire community, and so we ask that each resident carefully read and follow the guidelines regarding these areas. *If you have concerns, or notice unusual or dangerous circumstances at any RIATA facility or amenity area, please notify RIATA Management and/or the Police. We reserve the right to permanently ban a resident or their guests from using the amenities or common areas if they breach the rental agreement or these Community Policies*

RIATA Advantage Card:

- Your RIATA Advantage ID card is required for use of all RIATA amenities and may be checked and verified by a RIATA representative at any time.
- Each RIATA resident or occupant must acquire a RIATA ID Advantage Photo Identification Card. (Cards are available free of charge for new residents or occupants at the RIATA Athletic Club.)
- Bring your photo ID to the RIATA Athletic Club during the following times:

Monday through Friday	7am – 10am
	Noon – 4pm
	7pm - Closing
	Any Time
- Weekends
- This RIATA ID Card is the property of RIATA Apartment Homes and is non-transferable.
- This RIATA ID Card issued according to Community Policies and Lease Agreement and must be presented to any RIATA representative upon request.
- Residents must acquire a new RIATA Advantage Card upon each Lease Renewal at no charge.
- Replacement cards available only when a card is lost or stolen. (Fee: \$50.00)
- Report lost cards immediately, and return found IDs to the RIATA Athletic Club at 12300 RIATA Trace Pkwy Austin, Texas 78727. (512) 437-1020.

Computer Technology Center:

- The Tech Center is available for use by RIATA Residents only. Sorry, no guests are allowed.
- To protect the equipment, please do not bring any food or beverage into the Tech Center.
- Pets are not allowed inside the Tech Center.
- Please be considerate of others waiting to use a computer. If you are using the computers for games or chatting, please give your spot to those waiting. In addition, please limit your use to 30 minutes when others are waiting.

- Children under age 16 must have adult supervision at all times. Children under age 18 must have adult supervision after 10pm.
- Skateboards, scooters, rollerblades, and skates are not allowed inside the headquarters building.
- Please do not open the door for anyone. All residents should have a remote for access.
- RIATA is not responsible for content of the Internet, viruses, or loss of data.
- No downloading of pornography or illicit material shall be permitted.
- Printing of documents shall be limited to 30 pages per visit to the Computer Technology Center.
- Please report any problems or needed repairs to RIATA Management.

Village Technology Centers:

- The Village Tech Centers are only available during village office hours:
Monday-Friday: 8:30am-5:30pm
Saturday: 10am-5pm
Sunday: Closed
- The Village Tech Center is available for use by RIATA Residents only. Sorry, no guests are allowed.
- To protect the equipment, please do not bring any food or beverage into the Village Tech Center.
- Pets are not allowed inside the Village Tech Center.
- Please be considerate of others waiting to use a computer. If you are using the computers for games or chatting, please give your spot to those waiting. In addition, please limit your use to 30 minutes when others are waiting.
- Children under age 16 must have adult supervision at all times. Children under age 18 must have adult supervision after 10pm.
- Skateboards, scooters, rollerblades, and skates are not allowed inside the village offices.
- RIATA is not responsible for content of the Internet, viruses, or loss of data.
- No downloading of pornography or illicit material shall be permitted.
- Printing of documents shall be limited to 30 pages per visit to the Village Technology Center.
- Please report any problems or needed repairs to RIATA Management.

Swimming Pools and Spas:

- **We do not provide, at any time, safety or supervisory personnel at the pools, hot tubs, spas, or any other common area at RIATA. The Owner and authorized representatives of this apartment community do not and cannot assure, guarantee or warrant your safety.**
- Your RIATA Advantage ID card is required for use of all RIATA amenities and may be checked and verified by a RIATA representative at any time.
- With the exception of service animals for people with disabilities, no animals are allowed in any pool area.
- For the safety of all, **no glass** of any kind is allowed in any gated pool area. **Failure to comply with this policy will result in a \$25 fine.** (This includes all residents and guests of residents- you will be held responsible for your guests and will incur a fine if they fail to comply with this policy.)
- **Profanity, reckless activity, obnoxious or disruptive behavior or excessive noise will be immediate grounds for dismissal from the pool areas.**
- **Hours:** All RIATA pool areas are open from 6:00 am to 12:00 midnight daily. Anyone in a pool area after midnight will be required to leave immediately.
- **Guests:** Residents are limited to 2 guests per apartment to any pool area, and resident must accompany guests.
- We are unable to neither provide reservations for any pool area nor allow any type of group gathering in a gated area.
- **Pool parties are prohibited** (except those sponsored by RIATA.) No private signage of any kind is allowed on RIATA common areas, street areas or villages.
- **Age Limits:** Children under the age of twelve (12) years are prohibited from all hot tubs. Resident agrees that persons under eighteen (18) years of age using a pool/spa be must be accompanied by a parent or legal guardian.
- **Attire:** In consideration of a family environment, appropriate swimwear is required at all times. No t-backs, g-string or thong suits, cutoffs, diapers or topless bikinis are allowed. The determination of appropriate swimwear shall be in our sole discretion.

RIATA Athletic Club:

- Bring your RIATA Advantage ID Card for admittance to the RIATA Athletic Club. Our staff will verify your card, and hold it during your visit. Your card must be taken with you upon your exit from the Club. We cannot, for any reason, hold your card for you while you are not using the facility.
- Please be courteous to other residents and wipe down each machine after use.
- Please provide your own towel.
- Please do not slam weights.
- **RE-RACKING YOUR WEIGHTS IS REQUIRED.**

- Limit cardio to 30 minutes when others are waiting.
- No food, glass or open drink containers are allowed in the Athletic Club. Sports bottles or other non-spillable containers are welcome.
- No gym bags are allowed on the workout floor.
- Immediately report any needed repairs of facility equipment, doors, windows or lighting to RIATA Staff.

Hours: The RIATA Athletic Club operating hours are...

Monday - Thursday	5:00am to 11:00pm
Friday	5:00am to 8:00pm
Saturday	8:00am to 7:00pm
Sunday	9:00am to 7:00pm

Holiday hours may vary. Please see RIATA Athletic Club Staff for details.

Guests: Guests must be at least eighteen (18) years of age to use the RIATA Athletic Club.

- Only FULL ACCESS level residents may bring guests.
- Guest(s) must sign liability waiver.
- Guests must provide a driver's license or approved state identification with proof of age.
- Guests may not bring guests.
- Guests must adhere to all RIATA Athletic Club policies and procedures.
- Guest fee: \$10.00 per person, per visit. Fees may be paid with check or money order. *(Sorry, we are unable to accept cash.)*
- A ten-visit card may be purchased by a resident for a discounted price of \$75.00 subject to availability.
- A weekly membership may be purchased for guests staying for a longer period of time for a discounted rate of \$20.00, subject to availability.
- Unaccompanied guests will be permitted only when the resident sponsoring the guest visits the RIATA Athletic Club, fills out a guest form and purchases guest pass prior to the guest's visit.
- Purchased guest passes are non-refundable and non-replaceable.
- Guest pass must be presented to use the Club facilities.

Age Limits:

Full Access: All residents or occupants 16 years of age or older may utilize all areas of the RIATA Athletic Club.

Limited Access: Ages 12-15 will be allowed to work out under close parental supervision only.

- Minors under the age of 12 are not allowed in the fitness areas at any time. This includes small children and infants, as well as children in strollers.

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

- Proper apparel is required at all times including shirts or tank tops (jog tops are acceptable)
- No bathing suits or swim attire (except in dry sauna.)

Locker Rooms: Lockers are for day use only. These facilities include a complimentary hair dryer, showers, and assorted toiletries. Please provide your own lock. Lockers may not remain locked overnight.

Dry Sauna: Use sauna at your own risk. Please adhere to all notices and rules posted directly outside dry sauna.

Bicycles: Bicycles may be checked out through the Athletic Club office. There is a two-hour time limit. Bicycles MUST remain on RIATA property. You must be at least 12 years old to check out a bicycle. Bicycles must be returned one (1) hour before closing. You must leave your RIATA Advantage ID Card and a \$25.00 security deposit in the form of a check or money order for rental. Security deposit will be returned upon inspection of the equipment on return. Damages to any equipment must be paid within ten (10) business days of receipt of damage estimate from RIATA.

Equipment Checkout: Water volleyballs, basketballs, croquet set, putters, Racquetball rackets, volleyballs and sand volleyballs are available for our residents with presentation of RIATA Advantage ID Card. You must be at least 12 years old to check out equipment. Damages to any equipment must be paid within ten (10) business days of receipt of damage estimate from RIATA.

Personal Training: RIATA offers personal training by Certified personal trainers. Please see the RIATA Athletic Club for current rates and package specials.

Massage Therapy: RIATA offers professional Massage Therapy. Phone the Athletic Club at 437-1020 for rates and appointments.

Intramural Sports: RIATA periodically offers sand volleyball, water volleyball and basketball sports activities. Please see the RIATA Athletic Club for current schedule sign up, and fee information.

Fitness Classes: A variety of weekly classes are available. See the RIATA Athletic Club for a current schedule and fee information.

Fitness on Demand: A variety of weekly classes are available. See the RIATA Athletic Club for a current schedule.

Volleyball & Basketball Courts, Bocce Ball, and Sport Related Pavilions:

- Your RIATA Advantage ID card is required for use of all RIATA amenities and may be checked and verified by a RIATA representative at any time.
- Facilities are for use by RIATA residents and their guests only.
- Use of courts is at your own risk.
- For the safety of all, no glass of any kind is allowed in any court, pavilion or common area.
- Equipment for each of these courts can be checked out at the Athletic Club.
- **No group gatherings or private parties are permitted at any facility or common area, except those sponsored by RIATA, with the exception of the Bocce Ball Court which can be reserved for a fee, please contact RIATA Central for more details.**

Hours: These facilities are available for your use between the hours of 9:00am and 9:30pm.

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

Racquetball Courts:

- Your RIATA Advantage ID card is required for use of all RIATA amenities and may be checked and verified by a RIATA representative at any time.
- Facilities are for use by RIATA residents and their guests only.
- Use of courts is at your own risk.
- For the safety of all, no glass of any kind is allowed in any court, pavilion or common area.
- **No group gatherings at any facility are permitted.**
- Reservations may be made through the RIATA Athletic Club.
- Appointments will be scheduled in one-hour increments and can be made up to one week in advance.
- If the next time slot is not filled, or cancelled, you may stay through that time period, as well.
- Due to the extent of interest in playing during the evening hours, no resident may play more than three (3) evenings per week.
- You must contact the Athletic Club to obtain the access code for entrance to the Racquetball facility.
- The access code will not be given out until your RIATA Advantage Card member ID number has been given to the Athletic Club Staff.

Racquetball Court Hours:

Monday through Thursday, 6am – 10pm
Friday 6am – 7pm
Saturday 10am – 5pm
Sunday 10am – 5pm
Courts will remain open on Holidays.

Private Party Facilities:

- RIATA has several facilities available for rent for private parties, including the Great Room, Headquarters Pavilion, and the Bocce Ball Courts. The Great Room and Headquarters Pavilion are available for rent most evenings, based on availability. The Bocce Ball Courts are available for rent most days and evenings, both are based on availability.
- In order to reserve one of these areas you must complete a facility reservation contract and submit payment of the rental fee and deposit. The deposit is refundable after the event, but is subject to any charges as listed in the facility reservation contract.
- Please see Headquarters for rates, availability and further details. Rates are subject to change at any time. Holidays, as determined by management, will require a higher fee.
- No private signage or decor of any kind is allowed on RIATA common areas, street areas or villages.
- Private parties are not allowed at any pool area, common area, or picnic pavilion.
- Your personal attendance is required for your private party throughout the event as well as full liability for any damages, overtime charges or conduct issues.

Barbecue Grills:

- Use of barbecue grills is at your own risk.
- Please clean grills after use.
- Barbecue Grill Operating instructions are posted at each location for your safety. Please comply with all safety precautions. If this information is not available, please contact your village management office before attempting to use these grills.

Firearms

Firearms of any type, including BB-guns, paintball guns, etc. will not be carried, displayed or discharged anywhere on property.

Play Areas

Residents (and/or their guest) are not allowed to play on the stairways, patios, balconies or upper floor walkways. Climbing trees, fences or any building structures is not allowed at any time. No marking with chalk, crayon, pencils, paint or other materials is allowed on sidewalks, parking lots, driveways, concrete or buildings.

Fireplace Use and Safety

- Be sure the damper is open before starting a fire and close the dampers securely only when the fire is completely out and the ashes are cold.
- To start a fire, crumple newspapers on the grate and lay in small pieces of dry kindling wood; place two or three small logs on the rear of the grate; open damper and light newspapers, then close screen to keep sparks and embers in.
- Always use a screen and keep clean of debris.
- Use dry and well-seasoned hardwoods. Softwoods tend to burn away too quickly and scrap lumber produces excessive sparks.
- Never use logs or compressed woods dipped in tar or kerosene and definitely not gasoline.
- Never burn trash or Christmas trees in fireplace.
- Always use a log grate. It positions the fire properly, protects the refractory and insures a good flow of combustible air to and around the fire, thus producing the most efficient fire.
- Don't drop logs into the fireplace as this may damage the fireplace walls.
- Build moderate to small fires—most pre-fabricated fireplaces are not designed for roaring fires.
- Never clean or empty the fireplace until all the fire is out and ashes are cold. Always place in a metal ash container to be set out or watered down. (Many fires have been caused by ashes that were thought to be out.) Never place the ash container near carpet, vinyl, furniture, etc.
- Never put hot ashes in the trash dumpsters.
- Do not store firewood in any manner that if it caught fire would inhibit or block any exit, stairway, balcony or patio.

Pest Control

We provide pest control services on a regular basis to you. The most important thing that our residents can do to assist in controlling pests is to maintain a clean home. Do not leave food out on counters or in the sink; do not leave trash bags or refuse on the floor or in the pantry. Please contact the office if you are having problems and we will give you more information about our scheduling. Please comply with the requirements of preparation associated with pest control. Animals must be either crated or behind a closed door for their protection. Failure to comply with the rules for preparation can result in a service charge being charged back to you.

Solicitors

For your personal safety and protection, do not allow strangers into your apartment. This community does not allow door-to-door solicitors of any type, but it is very difficult to monitor solicitor activity within the community. If a solicitor approaches you, please contact the police and notify the office.

Advertising

Signs, advertising materials, etc. may not be posted anywhere on the property without the permission of the Management. All approved notices must be stamped by the office and can only be posted for a ten (10) day period in the laundry rooms or mail areas. You may also post approved notices on line at www.myimt@imtresidential.com under your community resident services.

Carpets

Your carpets were cleaned (or were new) at the time of your move-in. You are responsible for its condition at the time you vacate the apartment. If you stain the carpet, please contact the office immediately. If it is treated in a timely manner, the stain may be removable. If it is allowed to set, it may not be removable. The cost to treat stains (which will be charged back to you) will be less than the cost of replacement. It is recommended that you have your carpets cleaned every six months in order to avoid potential wear and tear of the flooring. This cost is typically minimal; if desired, the Management office will be happy to assist you in scheduling a cleaning utilizing our preferred vendor(s).

Patrol or Property Monitor

In consideration of the Owner's attempt to better serve you by protecting Owner's property and interest in the community, Owner has, at Owner's election, retained the use of a patrol. Owner's use of the patrol is for the sole purpose of protecting the Owner's property and interest in the community and you acknowledge that any benefit you receive from Owner's use of the patrol is only incidental to the existence of the patrol. The Patrol serves as additional eyes and ears of the Community is authorized only to call in local law enforcement agency(ies) and is not equipped to provide personal security services to anyone.

Private Fenced Yards

Pets may only be left outside in yard area when owner/ resident are at home. Pets may never be left unattended in yard areas. Pets must be leashed at all times when outside of the fenced yard area. Pet waste must be picked up DAILY and disposed of in the proper waste containers provided throughout the community. Should our contracted landscaping company refuse to service your yard due to pet waste there will be a service charge of \$50.00 per occurrence for trip charges. All pet policies in the Pet Addendum are still enforced and are not negated due to the presence of enclosed fence area. Backyard and patio furniture must be made for the outdoor, must be weather resistant and in good condition. The following outdoor equipment will not be permitted at any time including but not limited to swing sets, jungle gyms, trampolines, swimming pools, pet houses, crates or similar containers. If you feel additional fencing is needed to keep your pet in your yard are please contact the leasing office for approve fencing materials and installation regulations. You will be responsible for the cost of the additional installation and removal of this product upon vacating the home. Any damage to fence, grass, landscaping, building or any IMT property due to gardening, pet urine, resident / guest negligence or damage from pet's actions will be repaired or replaced at the resident's expense.

Liability Waiver and Release(s)

Personal Property Waiver: I acknowledge that RIATA does not take care of or have custody, control or possession of any property brought by me to any RIATA facility and that I must take precautions to safeguard my possessions. I accept full responsibility and liability for the loss of any of my personal property that I leave unattended any facility, including the locker room facilities. I hereby release RIATA from any liability for the theft, loss or damage to any of my personal property brought to any facility.

Liability Waiver: I have read, understood, and agree with the community policies outlined above. I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with, or in any way related to the use or participation in the use of any facility or amenity at RIATA. I have received no representations or warranties, either express or implied, regarding safety or security before or during the term of the lease agreement by owners or their representatives. Owner/representatives have not stated or implied to me in any way that safety of person or property will be provided, promised, or guaranteed. I will be responsible/liable to any person for any kind of damages caused by my guests or me.

I agree to release and hold harmless Owner/authorized representatives from any personal injury or property damage sustained or caused by me, my spouse, children or guests as a result of our use or participation in the use of the any facility or amenity at RIATA or while in my apartment home.

I acknowledge that Owner's representatives have no authority to make changes or modifications in this document or to make promises regarding any item mentioned in the community policies unless they are in writing.

Fitness Waiver: In consideration of gaining membership or being allowed to participate in the activities and programs of RIATA Athletic Club and/or to use its facilities, equipment, and machinery in addition to the payment of any fee or charge, I do hereby waive,

release and forever discharge RIATA Athletic Club and its owners, officers, agents, employees, representatives, executors, and all others acting on their behalf (hereinafter 'RIATA') from any and every claim, demand, action, responsibility or liability of any kind or nature arising from any damages resulting from my participation in any activity or use of any equipment at the RIATA Athletic Club Facilities, including its buildings and surrounding grounds (hereafter the "Facility"). I do hereby release RIATA from all responsibility for any injury or damage to myself, including those caused by the negligent act or in any way arising out of or connected with my participation in any activities at the RIATA Athletic Club or the use of any equipment at the facility, whether by negligence, intentional or unintentional act or omission by any party.

I further release RIATA from any claim whatsoever on account of first aid, treatment or service rendered or not rendered to me during my participation in any activities or use of equipment at the facility.

I understand and am aware that strength, flexibility, and aerobic exercise, including the use of exercise equipment, are a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby expressly assume and accept any and all risks of injury and death.

I do hereby further declare, represent and warrant myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of RIATA Athletic Club or use of equipment or machinery except as herein stated. RIATA recommends that you have a yearly or more frequent physical examination and consultation with your physician as to physical activity, exercise, and use of exercise and training equipment. I hereby acknowledge that I should consult with my physician before use of the equipment and facilities at RIATA Athletic Club.

I agree to indemnify RIATA from any loss, liability, damage or cost they may incur due to my presence at any of the above mentioned facilities or use of said facilities, whether caused by my own negligence or not.

This document, including the Lease Agreement, contains the entire agreement and understanding between RIATA and myself with regard to the subject matter agreed to, superseding all previous negotiations, prior discussions or preliminary agreements. No other warranties or representations exist regarding this subject matter. Any previous oral or written statements made by any person to you prior to this execution of this document shall not survive or modify the terms of this document. This agreement cannot be modified except by written agreement signed by an authorized representative.

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

Notification

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

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

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

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

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

Acknowledgement by Resident of Apartment Rules and Security Policies

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

SECURITY POLICIES: The Owner of this apartment community and its authorized property manager, and any other authorized representatives do not and cannot promise, assure, guarantee or warrant the safety or security of residents, occupants or their personal property against the criminal actions of other residents or third parties. Each resident and occupant has the responsibility to protect him or herself and to maintain insurance to protect his or her belongings. Residents should contact an insurance agent to arrange appropriate fire and theft insurance on their belongings. Resident should keep in a convenient place, the telephone numbers for the local police and sheriff departments.

It is a fact that no security system, walk-through/drive-through service or electronic security device can provide protection against crime at every location at every moment of the day or night. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, resident and occupants should not rely on such systems and should always proceed on the assumption that no security systems exist. Residents and occupants should make no other assumptions regarding security. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

If security systems, security devices or walk-through services or utilized at this community, no representation is made that they will prevent injury, theft or vandalism. Companies or individuals walking or driving the complex on behalf of owner, are independent contractors, and have no greater authority to restrain or arrest criminals than the ordinary citizen. Therefore, owner does not warrant that any security systems, security devices, or services, persons at this apartment community will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime. Owner reserves the right to reduce, modify or eliminate any security system, security device or services (other than those statutorily required) at any time; and such action shall not be a breach of any obligation or warranty on the part of the owner. "Neighborhood Crime Watch" signs, if any, do not imply safety or security.

If controlled access gates or intrusion alarms are provided, residents will be furnished with written operating instructions, and it is residents and occupants' responsibility to read them and to bring any questions to the attention of the owner. Further, it is residents' and occupants' responsibility to promptly notify owner in writing of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled access gates, intrusion alarms and other security related devices. Each resident and occupant is responsible for reporting to owner any crime that he or she is aware of and that occurs in resident's apartment or in common areas near resident's apartment. If resident's apartment is equipped with an intrusion alarm, resident is responsible for all fines and other charges resulting from or attributable to the alarm, including false alarm charges.

Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. Residents are required to call the police or 911 first if a crime occurs or is suspected. Residents and occupants are required to promptly report to owner in writing any locks, latches, lighting, overgrown shrubbery, fences, gates, intrusion alarm and other security-related devices that they believe are in need of repair.

I agree to read and share with all occupants the "security guidelines for residents" which is part of the lease. I will follow these guidelines and instruct occupants to do so whenever possible.

I agree that owner shall not be liable to me based upon any claim that insufficient security was provided, subject to owner's compliance with duties under the lease and laws regarding security devices.

Indemnity Agreement

I agree to indemnify RIATA owners and other authorized representatives from any loss, liability, damage or cost they may incur due to my presence at any facility or use of any facility, whether caused by my negligence or not.

By signing your name regarding above-mentioned provisions, you are representing that you have read, understand and agreed to the terms stated therein.

Acknowledgement by Residents and Occupants

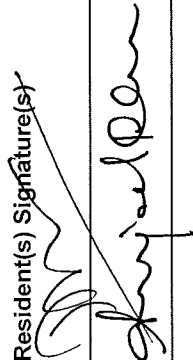

Owner (all references to "Owner" contained in the community policies and lease documents shall always include Management Company, all employees and authorized representatives of the owner) have not stated or implied to me in any way that security of person or property will be provided, promised, or guaranteed. Owner has not represented that the apartment community has been or will be free from crime or that the apartment community has had little or no history of crime. I further acknowledge that owner is not obligated, under any circumstances, to respond to any signal from an intrusion alarm system. I have read, understood, and agree with the community policies outlined above. I agree to assume full and complete responsibility for all risks and hazards attributable to, connected with, or in any way related to the use or participation in the use of any facility/amenity at RIATA. I have received no representations or warranties, either express or implied, regarding safety, security, or security systems before or during the term of the lease agreement by owners or their representatives. Owner/representatives have not stated or implied to me in any way that safety of person or property will be provided, promised, or guaranteed. I will be responsible/liable to any person for any kind of damages caused by my guests or me.

I agree to release and hold harmless Owner/authorized representatives from any personal injury or property damage sustained or caused by me, my spouse, children or guests as a result of our use or participation in the use of the any facility or amenity at RIATA or while in my apartment home.
I acknowledge that Owner's representatives have no authority to make changes or modifications in this document or to make promises regarding any item mentioned in the community policies unless they are in writing.

Merger Clause

This document (including the lease contract) contains the entire agreement and understanding between you and RIATA with regard to the subject matter agreed to superseding all previous negotiations, prior discussions or preliminary agreements, no other warranties or representations exist regarding this subject matter. The previous oral or written statements made by any person to you prior to the execution of this document shall not survive or modify the terms of this document. This agreement cannot be modified except by written agreement signed by the owner(s) or authorized representatives of RIATA.

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

Resident(s) Signature(s) *(18 years of age and over)*
 Date: 08/03/2017
 Date: 08/03/2017

Date: _____

Date: _____

Occupant(s) Signature(s)
(12 to 17 years of age. Signature of Parent or Guardian required below)

Date: _____


Date: _____

Date: _____

Signature of Parent or Guardian *(for named occupants)*

Date: _____

RIATA Apartment Homes Owner Representative Signature:


Title: manager Date: 3/8/17