



Equity Real Estate, Inc.

12/2015 UPDATED

**ADDENDUM "B" TO THE LEASE CONTRACT
FROM PARAGRAPH 9, "SPECIAL PROVISIONS"**

Property Address: _____

TO ALL RESIDENTS:

This lease has been executed in one original with a copy provided for the resident.

The following rules and regulations were carefully considered by the Owners and Management. We ask that you please read this and give us your full cooperation in order that we can make your home a better place to live and one in which we may all take pride.

Our Privacy Policy Is Available To You Upon Request

IMPORTANT NOTES

Disclaimer of security warranties: Owner does not provide, guarantee or warrant security. Owner does not represent that the dwelling unit or apartment complex is safe from criminal activities by other residents or third parties. The existence of a drive-through service, perimeter fences, outdoor lighting or any other service that may be provided is not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. Clever criminals can defeat almost any kind of criminal deterrents. Owner representatives or drive-through services, or even the police, cannot physically be every place at every moment of the day or night. Owner assumes no duties of security, except to proceed with diligence to repair any such system after actual notice that they are defective. Owner reserves the right to cancel or reduce any security-related mechanism or personnel listed above, if provided, at any time. Remember to call the police first if trouble occurs or if potential crime is suspected. Please read and follow all recommendations in the "TAA GUIDELINES FOR RESIDENTS SECURITY", which has been furnished for you.

Notice is hereby given that when your rent is delinquent the management will exercise it's statutory right to change or modify your door lock under the authority of Section 92.0081C of the Texas Property Code,

As required by the statute, by calling the above number the key may be obtained at any hour from an owner representative regardless of whether you pay the delinquent rent at the time of picking up a key.

This notice serves as the only advanced notice that you will receive and will remain a part of your lease for the duration of your residency and may be transferred.

Make Readies (making your new home ready to move-in): Please note that **no oral agreements have been made regarding move-in condition.** It is at the manager's discretion as to what will be done to a rental unit after a resident moves out. Every effort is made to clean a unit, and perform maintenance, but due to the volume of apartment turnover at seasonal times of the year, it is almost impossible to catch every maintenance item to perfection. Please bear with the office and maintenance staff upon move-in, in making repairs following your move-in.

Here are a few important notes:

- Pest Control is **NOT** provided, unless otherwise stated.
- All leases are contingent upon application verification and owner approval.
- Rent is **due** on the **first** and *late after the fifth* of each month, late fees will be assessed thereafter and until all monies are paid in full.
- Absolutely no cars or boats parked on lawn. **ONLY IN AUTHORIZED AREAS.**
- ***When leasing season approaches (April, May, June, July and August), we will be using your unit to show potential residents. We will try to give you as much notice as possible, striving for the day prior to the appointment. Otherwise we will call before we come and leave our card, so you are aware of our presence. Please EXPECT our agents to show your unit every day.***

INITIALS: _____ (pg.4, sec. 28 of lease contract)

- **NO CASH IS ACCEPTED. "ONLY" One personal check per unit will be accepted.**

The address and unit number must accompany payment. Checks which have no address on them are subject to late charges as if the rent had not been paid.

- **NSF:** After one personal check is returned for insufficient funds, no further personal checks will be accepted from that resident.
- **SUBLEASING:** Subleasing may only be done with the management's written permission. The subleasing fee of **\$300.00**, must be paid at the time the new lease is written.

Initials _____

- **NO PETS**, animals or reptiles of any kind **without written approval from management**.

OUTSIDE AREA

Residents are responsible for the exterior as well as interior cleanliness of their unit. No clotheslines, bedding, personal clothing, bicycles, cleaning items, or trash shall be left on porches/walkways at any time. Please keep porches and stairwells swept. No signs or advertising material will be permitted.

No washing or repairing of cars will be permitted. **ALL inoperable vehicles will be towed at owner's expense even from parking spaces.** Please observe the handicap parking spaces. These are reserved for tenants with a handicap. Those vehicles must be properly marked.

SWIMMING POOL

The swimming pool (and surrounding courtyard) is reserved exclusively for the residents of the apartment community. Tenant(s) and guests shall abide by the pool rules and take care in its use. **NO LIFEGUARDS ON DUTY.**

CONDUCT / NOISE

The conduct of residents and/or residents' guests shall not disturb the rights, comforts, or conveniences of other persons in the apartment community. An arrest of any resident or occupant for a felony offense, or misdemeanor offense for theft, assault, or D.W.I. shall be grounds for eviction. If resident(s) is evicted, all rents will be accelerated for the remainder of the lease term and shall be due upon eviction.

Children shall be monitored by their parents/guardian at all times.

Be considerate of your neighbors in regard to the volume of TVs, stereos, and radios. The resident's family and guests shall have due regard for the comfort and enjoyment of all other residents in the community. If any resident or guest fails to abide by the guidelines, feel free to report to management or call the police.

MAINTENANCE

- **HOW TO REQUEST MAINTENANCE REPAIRS:** It is best to request repairs in writing. We will also accept emergency repairs over the phone. Call our office during office hours. If the call is made after hours, our answering service can take your order. Please note that the only types of maintenance that will be handled after hours or on weekends, will be emergency maintenance. This includes flooding of an apartment, loss of utilities, and loss of refrigeration. Air conditioner and heating problems are not an emergency if the outside temperature is above 32°F and below 95°F and will be handled the next business day. If you insist on after hour service you will be responsible for the cost differential of the after hour service call charge.
- We would like to take care of all maintenance requests as quickly as possible. Under most circumstances, the owner will pay for maintenance. However, if the maintenance is caused by negligence on the part of the resident, the cost will be charged back to the resident, and management will expect prompt reimbursement.
- Your move-in condition/inventory form must be turned in within one week after your move-in date.
- No move-in maintenance will be issued on your unit until the form is returned.
- Report all water leaks immediately. If you can, turn the water supply off.
- All window breaks are the responsibility of the resident.
- All screens are the responsibility of the resident. Please account for them on move-in.
- The following list may help you in checking for routine problems that may occur.
- For power failures of any type, or if appliances or A/C systems are not functioning, check your breaker box. It is usually located in one of the closets inside your dwelling unit. Many times a breaker will be tripped.
- Please rinse all dishes and other items thoroughly before placing them in the dishwasher to prevent backups. If you have problems with a phone jack, contact the phone company. Ask them if there is more than one line connected to your dwelling unit. If so, the line will have to be rewired. We recommend that you acquire the phone company's inside wire maintenance plan, which **covers the costs of repairs to the line.**
- **Locks may not be changed without owner's permission. LOCK-OUTS ARE NOT THE RESPONSIBILITY OF THE MANAGEMENT:** To reduce the amount of lockouts, a \$25.00 minimum lockout fee will be charged after office hours. Identification will be required for anyone picking up a key, and they must be listed on the lease.
- **A/C filters:** must be changed every 4-weeks and be present and clean upon move-out.
CAUTION: To prevent A/C unit from freezing up, thermostat, should never be set lower than 68 degrees. You will be responsible for any damages to the A/C unit due to negligence with filter or temperature. If the problem of the A/C unit is a result of a dirty air filter, residents will be charged **\$50.00** to replace the filter. If the A/C coils are found to be dirty because of non-use of filter, or because of a dirty filter, the residents will be charged **\$100.00** to clean the A/C coils.

Initials _____

The tenant is responsible for the following items except upon initial move-in:

- Tenant must maintain heat and constant dripping faucets, during the winter months at all times. Damages (repairs) caused by tenant not maintaining heat will be the responsibility of the tenant.
- Light bulbs are the tenants' responsibility and should all be present and operational upon move-out.
- Tripped breakers must be reset by the tenant. This includes GFCIs in baths and kitchens as well as the disposal reset button. If you have an appliance that is not functioning, or if a wall plug is out, or if you have no electricity, please check and reset any breakers prior to making a service request.
- Clogged plumbing is always the tenants' responsibility. **Use a plunger before making a service request.**
- Tenant-induced damages are the tenants' responsibility. The cost of repairs will be charged to the resident.

PLUMBING

- No articles should be placed down toilets other than toilet paper.

PAPER TOWELS, SANITARY NAPKINS, AND DIAPERS should never be flushed down toilets.

The resident(s) will be totally responsible if any of these items are found in plumbing lines.

In case of stoppage and overflows, **TURN OFF WATER**. Valve to turn off water is located behind commodes and under the sinks. If water overflows onto carpet, clean up as much water as possible and call office immediately. A service charge will be assessed if one of our maintenance men or a plumbing company is needed to unclog your commode, sink, or tub due to your negligence. (Removing hair from the drain will be considered a tenant charge.)

APPLIANCES

Disposal: Keep cold water running at all times while the disposal is in operation. **DO NOT** put corncobs, paper, celery, banana peels, wire, bones, grease, stringy vegetables, rice, excessive amounts of food, or egg shells in the disposal. Also, **DO NOT** put any non-food items in the disposal such as bottle caps, wood or metal objects, etc.

There is a reset button on the bottom of your garbage disposal. Please try the reset button before calling the office for maintenance. Should you cause stoppage or damage, with any items or like items listed above, you will be charged for repair or replacement of disposal

DISHWASHER

DO NOT use soap or detergent other than those specified for Automatic Dishwasher. All dishes must have food wiped off before placing in dishwasher.

GREASE FIRES - NEVER PUT WATER ON GREASE FIRES:

- In case of fire, first call the fire department, then notify management of situation.

WHAT YOU SHOULD DO IN CASE OF FIRE

1. Plan two escape routes.
2. Know two possible escape routes from each room.
3. **DO NOT OPEN A DOOR THAT IS HOT.**
4. Keep doors and windows closed.
5. **NEVER** re-enter a burning building.
6. Have a meeting place outside of the building where family members can meet.

SMOKE DETECTOR INSTRUCTIONS:

- The smoke detector is designed to sense the visible and invisible products of combustion created by fire. It may require a 9-volt battery if it is not electric. You will need to periodically check the battery to see if it is working.
- It is your responsibility to check if smoke detector is properly working - **DO THIS OFTEN.**
- Your smoke detector is designed to provide the earliest possible warning of fire or smoke. It cannot be expected to protect against such occurrences as fires from smoking in bed, violent explosions, or escaping gas
- Check your smoke alarm upon move-in and **IMMEDIATELY** report any malfunctions. After you have taken occupancy, if your smoke detector battery is inoperable, you are responsible for changing the battery. Please test smoke detector periodically.

Initials _____

GENERAL

- No barbecue pits will be allowed under the eaves. Please use them in the open area.
- Make sure the dryer lint filter is clean before starting a load. Put at least five or six items in a wash load; fewer items can lead to an unbalanced load, causing problems for the washer.
- No foil is to be put on windows as a shield.
- The management reserves the right to make any other reasonable rules from time to time as is necessary to enhance the beauty and upkeep of the premises and comfort of the residents. Notice of any additional rules and regulations will be given to residents in writing.
- We recommend that you obtain renter's insurance for your personal belongings. The owner's insurance does not cover any of your items.
- We recommend that you participate in the operation I.D. program provided by the local police department. This is a matter of engraving your personal items so that the police department can identify them if they are stolen.

OPEN-FLAME COOKING DEVICES: COLLEGE STATION'S ORDINANCE, EFFECTIVE 01/01/02

307.5 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings.
2. Where buildings and decks are protected by an automatic sprinkler system.

307.5.1 Liquefied-petroleum-gas-fueled cooking devices. LP-gas burners having a LP-gas container with a water capacity greater than 2.5 pounds (1.14 kg) [nominal 1 pound (.454 kg) LP-gas capacity] shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exception: One- and two-family dwellings.

EXHIBIT "A" – SECTION 1: FIRE PREVENTION CODE B. AMENDMENTS TO THE INTERNATIONAL FIRE CODE. The international Fire Code, as referred to above is hereby amended as follows:

3. Section 307.5 shall be amended by deleting exception 2.
4. Section 307.5.1 shall be amended to read LP-gas burners shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exception: One- and two-family dwellings.

I have read and hereby accept these policies. I have received a copy.

Residents:

Date: _____

The comfort and convenience of all our residents is our primary concern. Any suggestions will be welcomed.