

REAL ESTATE LEASE

1. This Lease Agreement (this "Lease") is dated _____, _____, by and between Texas Abode, LLC – Protected Series _____ ("Landlord"), and _____ ("Tenant"). The parties agree as follows:
2. **PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a _____ bedroom unit. (the "Premises") located at _____.
3. **TERM.** The lease term will begin on _____ and will terminate on _____.
4. **PAYMENT:**
- A. **LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \$_____, payable in advance on the first day of each month, for a total lease payment of \$_____.
- B. **PLACE OF PAYMENT.** Lease payments shall be made to Landlord at (a) **RBFCU account # 198452300**, (b) **3604 Cattleman, Manchaca, TX, 78652**. The address may be changed from time to time by Landlord. Notice will be given by email 10 days prior to the pay due date.
- C. **PAYMENT METHOD.** Tenant must pay rent on time as specified on this lease. Tenant must pay all rent with these approved payment methods: () Turbo Tenant or () RBFCU bank deposit _____. Landlord may require Tenant to pay monthly rent by one check or draft. Landlord may require the rent to be paid by certified funds or different method. These additional requirements may be requested by the Landlord by written notice.
- D. **NON-SUFFICIENT FUNDS.** Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds. A late fee will also apply as stated in section 5.A.
- E. **RECEIVED DATE.** For the purpose of paying rent, both parties agree that the mail box is not the agent for receipt for the Landlord (the postmark date does not indicate the date payment has been received).
- F. **APPLICATION OF FUNDS.** Landlord shall have the right to apply payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord, in its sole discretion, may elect.
5. **LATE CHARGES.**
- A. **LATE PAYMENTS.** Payment will be considered late if not received by 5 p.m. on the first day of the month. For any payment that is not paid by the 5 p.m. on the third day of the month, Tenant shall pay a late fee of 10% of one month's rent and \$10.00 for every day after the first day of the month until rent is paid in full. Additional late charges may not exceed more than 30 days in any one month.
Notice: §92.019 of the Texas Property Code prohibits accessing a late fee until rent has remained unpaid for a least one full day after the date on which the rent is due.
6. **DEPOSITS.**
- A. **SECURITY DEPOSIT.** At the time of the signing of this Lease, the tenant shall pay to Landlord, in trust, a security deposit of \$_____ to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law. **Notice: §92.108 of the Texas Property Code indicates tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent. A tenant who violates this section is presumed to have acted in bad faith. A tenant who in bad faith violates this section is liable to the landlord for an amount equal to three times the rent wrongfully withheld and the landlord's reasonable attorney's fees in a suit to recover the rent.**
- B. **PET DEPOSIT.** At the time of signing of this Lease, the tenant shall pay to Landlord, in trust, a pet deposit of \$_____. Pets over 35 lbs. are not allowed.
- C. **REFUND.** Landlord must receive a written notice indicating the forwarding address by the Tenant. Landlord must receive 60 days or more advance written notice from tenant indicating their intent to not renew their lease for the Tenant to qualify for a refund of their security deposit. Landlord is required to return the security deposit (minus any deductions from the deposit for damages and charges for which the tenant is legally liable under the lease or as a result of breaching the lease) only after the Tenant surrenders Property under this lease agreement (vacating and returning all keys and access devices).
- D. **DEDUCTIONS.**
- i. Landlord may deduct reasonable charges from the security deposit:
Damage to the Property (excluding normal wear and tear), unpaid or accelerated rent, unpaid late charges, unpaid utilities, unpaid pet charges, cost of cleaning, deodorizing, and repainting the Property and its contents for which Tenants is responsible, pet violation charges, replacing

unreturned keys, the removal of unauthorized locks or fixtures installed by Tenant, insufficient light bulbs, packing, removing, and storing abandoned property, removing abandoned or illegally parked vehicles, costs of releasing if Tenant is in default, attorney fees and costs of court incurred in any proceeding against Tenant, any fee due for early removal of an authorized key box, and other items Tenant is responsible to pay under this Lease.

- ii. Tenant will pay to Landlord the excess within ten (10) days after Landlord gives written notice if the deductions exceed the security deposit. The security deposit will be applied first to any non-rent specific item which includes late charges, returned check charges, brokerage fees, repairs, and unpaid utility bill, then any unpaid rent.
- iii. Tenant will pay to Landlord a minimum of \$200.00 per unit to cover cost of deodorizing and cleaning carpets for units that have been determined to have pets anytime within the period of the lease.
- iv. Tenant agrees to pay mandatory cleaning fee of \$350.00 per unit for make ready level cleaning.

7. USE AND OCCUPANCY.

- A. **OCCUPANTS.** No more than person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.
- B. **GUESTS.** Guests may not occupy the property for more than 10 days without prior consent from the landlord.
- C. **PROHIBITIONS.** If the tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, locks, alarm systems, cables, satellite dishes, appliances, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by the Landlord, Tenants may **not**:
 - i. move or remove any part of the Property or any of the Landlord's personal property from the Property;
 - ii. remove, change, add, or rekey any lock;
 - iii. perform any activity which is a nuisance, offensive, or dangerous (in the opinion of Landlord);
 - iv. run any business of any type, including childcare;
 - v. perform any illegal or unlawful activity;
 - vi. repair of any vehicle;
 - vii. make any holes in the walls, floors, or ceiling (interior or exterior), except for small number of small holes for use to hang pictures;
 - viii. having any water furniture such as water beds on the Property;
 - ix. alter, remove, or replace flooring material, paint, or wallpaper;
 - x. dispose of any environmental hazardous detrimental substance such as motor oil or radiator fluid on the Property; or
 - xi. other activities which will obstruct, interfere with, or infringe on the rights of other persons near the Property.
- D. **ALTERING.** Tenant shall not alter the property. This includes changing appliances, adding, removing or changing any constructions from the current state of the property. Any alterations must be requested in writing by the tenant and approvals must be received in writing from the landlord.
- E. **SMOKING.** Smoking by Tenant, Tenant's family, Tenant's guest, or other occupants is **not** Permitted inside with the exception of smoking in the garage. Smoking is also allowed outdoors. If smoking occurs within the living area of the Property, Tenant will be in default and:
 - i. Landlord may exercise Landlord's remedies under Paragraph 21; and
 - ii. Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, orders, discoloration, and removal of debris.
- F. **APPLIANCES.** The following appliances are provided within the home: () stove/oven, () over the range microwave, () dishwasher, () refrigerator, () washer, and () dryer.

8. USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence (2 weeks) from the Premises not later than the first day of the extended absence.

9. PETS.

- A. Unless the parties agree in otherwise in writing, Tenant may not permit, even temporarily, any pet on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect).
- B. If Tenant violates this Paragraph 9 or any agreement to keep a pet on the Property, Landlord make take all or any of the following action:

- i. declare the tenant to be default of this lease and exercise Landlord’s remedies under Paragraph 21;
 - ii. charge Tenant an initial amount of \$300.00 and \$50.00 per day thereafter until the pet has been removed;
 - iii. remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord’s intention to remove the unauthorized pet; and
 - iv. charge to the Tenant the Landlord’s cost to:
 - 1. remove the unauthorized pet;
 - 2. exterminate the Property for fleas and other insects;
 - 3. clean and deodorize the Property’s carpet; and
 - 4. repair any damage to the Property caused by the unauthorized pet.
 - C. When taking action to remove the unauthorized pet, the Landlord will not be held liable for any harm, injury, death or sickness to any pet.
 - D. The following aggressive breed dogs will never be permitted on the Property: Alaskan Malamute, American Staffordshire Terrier, Akita, Belgian Malinois, Bull Terrier (as well as Miniature and Staffordshire), Doberman Pinscher, German Shepherd, Pit Bull, Rottweiler, Siberian Husky, or a mix of any of the breeds.
10. **PARKING.** Tenant shall be entitled to use [REDACTED] parking space(s) for the parking of no more than [REDACTED] vehicles (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats). Parking space shall not be used for trucks or pickups in excess of 1 (one) ton, boats, recreational vehicles, storage, trailers, unlicensed, abandoned, or unregistered vehicles without prior permission from Landlord in writing. No vehicles are permitted to park anywhere on the property other than either in the garage or on the driveway. Landlord may tow, at Tenant’s expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.
11. **PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord is NOT responsible to Tenant, Tenant’s guest, family or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants or other occurrences or casualty losses. Tenant will reimburse Landlord for any property damage, loss, or cost of repairs due to negligence or improper use by Tenant, Tenant’s guests, family, or occupants.
- A. Tenant must provide proof of renters insurance with a minimum of \$100,000 liability coverage. If proof of renters insurance is not provided within 15 days of move-in, the landlord may assess up to \$100.00 per month until proof of renters insurance is provided.
12. **RENEWAL TERMS.** This Lease shall automatically renew for an additional period of one month per renewal term, unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease. Tenant forfeits the entire security deposit if a written notice has not been sent to the landlord 60 days prior to the expiration of the lease to the address stated in Paragraph 34.
13. **MOVE-IN CONDITION.**
- A. Landlord makes no express or implied warranties as to the Property’s condition. Tenants has the inspected the Property and accepts it AS-IS provided that the Landlord: _____
- _____
- _____
- B. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to the Landlord within 3 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in the lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all request for repairs in compliance with Paragraph 16.
14. **MOVE-OUT.**
- A. Move-out condition: When this lease ends, Tenant will surrender the Property in the same condition as when received minus normal wear and tear. The Tenant will leave the Property in clean and free from any trash, debris, and any personal property. Tenant may not abandon the Property.
- B. Definitions:
- i. “normal wear and tear” means physical deterioration which occurs in the normal course of the use for which a property is intended, without negligence, carelessness, accident or abuse of the premises (or equipment or chattels) by the occupant, members of household, or their invitees or guests.
 - ii. “surrender” occurs when all the following have been completed
 - 1. All occupants have vacated the Property, in Landlord’s reasonable judgment;
 - 2. Tenants is in breach of the lease by not timely paying rent; and
 - 3. Landlord has delivered written notice to Tenant, by affixing it the inside of the main entry

door or if the Landlord is permitted from entering the Property by affixing it to the outside of the main entry door, stating that the Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required by the notice, which will not be less than 2 days from the date of the notice which is affixed to the main entry door.

C. Personal Property Left After Move-out:

- i. If Tenant leaves any personal Property in the Property after surrendering or abandoning the Property the Landlord may:
 1. dispose of such personal property in the trash or landfill;
 2. give such personal property to a charitable organization; or
 3. store and sell such property by following procedures in **§54.045(b)-(e) of the Texas Property Code**.
- ii. Tenants must reimburse Landlord all Landlord's reasonable cost under Paragraph 14.C.i.1 for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

15. PROPERTY MAINTENANCE.

A. **LANDLORD.** Shall have the responsibility to diligent effort to repair anything that materially affects the physical health or safety of an ordinary tenant. If Tenant is delinquent in rent at the time of a repair request, Landlord is not obligated to make the repairs. If the Property is not accessible to Landlord or repairman at the agreed upon time for service, Tenant shall be responsible for any fees incurred.

B. **TENANT.** Tenant is responsible for allowing access into the unit for any service repairs required. Service times must be scheduled between the tenant and the repairman. Tenant shall be responsible, at Tenant's expense for:

- i. changing the filters for the A/C units monthly;
- ii. keep the Property clean and sanitary;
- iii. dispose of all garbage in proper receptacles;
- iv. supply and replace light bulbs and batteries in the smoke detectors;
- v. promptly eliminate any dangerous condition on the Property caused by Tenant or their guests;
- vi. take precautions to prevent broken pipes due to freezing weather;
 1. turn off and wrap all outside faucets,
 2. maintain heat at 60 degrees or warmer throughout rental unit,
 3. drip all water faucets (hot and cold),
 4. open cabinet doors to all plumbing near faucets (interior and exterior),
 5. contact landlord if there is a loss of power or if ice dams form around drains; and, if more than four feet of fresh snow accumulates on roof,
 6. immediately alert landlord, or call a plumber, if a faucet is opened and no water runs out. This usually indicates that a pipe has frozen,
 7. immediately notify landlord before a freeze if not going to be occupying the rental.
- vii. replace lost or misplaced keys;
- viii. pay additional extermination costs required by Tenant;
- ix. notify Landlord of necessary repairs promptly (within 24 hours);
- x. if exist, maintain the hot tub with proper chemicals and cleaning;
- xi. if exist, maintain the water softener salt levels monthly; and
- xii. no installation of a satellite dish without prior written approval.

The Landlord has the option to charge up to \$200.00 fee per offence if the Tenant does not comply with any of the Tenant's responsibilities listed in Section 15.B. and Paragraph 17. The Landlord has the option to charge management fees if tenant chooses not to pay repairman at the time of service to resolve items listed in Section 15.B. or the cost of repairs due to negligence or improper use discussed in Section 11.

C. **YARD MAINTENANCE.** Tenant is responsible for yard maintenance and will use reasonable diligence in maintaining the yard, unless indicated differently in special provisions. "Yard" means all lawns, shrubbery, brushes, flowers, gardens, trees, rocks or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owner's association. "Maintain the Yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests in the yard; and (c) removing debris from the yard. If the Landlord maintains the yard, Tenant will permit Landlord and Landlord's contractors reasonable access to all parts of the yard and will remove any pet from the yard at appropriate times.

- i. Tenant, at Tenant's expense, will maintain the yard.
- ii. Grass must not exceed 8" in length.
- iii. If after exceeding 8" in length and 1 week after landlord gives notice that grass must be cut, a \$150.00 charge will apply to next month rent if landlord or Landlord's contractor cuts the grass.

16. REPAIRS. (Notice: Subchapter B, Chapter 92, Texas Property Code governs repair obligations).

Any fees incurred by the tenant due to the items listed in Paragraph 16.A. will be applied to the next month's

rent.

- A. **Repairs to be Paid by Tenant:** Tenant will pay Landlord or any repairman Landlord directs Tenant to pay the cost to repair:
- i. any condition caused by Tenant, Tenant's pet, an occupant, a member of Tenant's family, or a guest or invitee of Tenant;
 - ii. damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the property (including flushable wipes);
 - iii. damage to doors, windows, and screens;
 - iv. water damage resulting from doors or windows being left open;
 - v. damage caused to any part of the property and responsibility is not listed in Paragraph 16.B.
- B. **Repairs to be Paid by Landlord:** Landlord will pay the entire cost to repair the following items not caused by Tenant or Tenant's negligence:
- i. heating and air conditioning system;
 - ii. water heater;
 - iii. dishwasher, garbage disposal, and stove;
 - iv. a condition caused by the Landlord or the negligence of the Landlord;
 - v. wastewater stoppages or backups caused by deterioration, breakage, roots ground condition, faulty construction, or malfunctioning equipment
- C. **Landlord will NOT pay to repair the following items unless caused by the Landlord's negligence:**
- i. Items that are cosmetic in nature with no impact on the functionality or use of the item;
 - ii. the following appliances: refrigerator, washer, and dryer (after the first 15 days of move-in); and
 - iii. hot tub (if present).
- D. **Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. Repair request maybe mailed or submitted via the Turbo Tenant portal. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event a repair of the condition of the Property is considered to materially affect the physical health or safety of the tenant also call: [512-944-3544](tel:512-944-3544).
Ordinarily, a repair to the heating and air conditioning system is not considered an emergency.
- E. **Completion of Repairs:**
- i. **Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.**
 - ii. **Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Texas Property Code.**
- F. **Advance Payments and Reimbursements:** Landlord may require advance payment of repair or payments under this Paragraph 16 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts for which Tenant is responsible.

17. **SMOKE DETECTORS.** Under subchapter F of chapter 92 of the Texas Property Code, Tenant is liable if the Tenant removes a battery from a smoke detector without immediately replacing it with a working battery or knowingly disconnects or intentionally damages a smoke detector, causing it to malfunction. Requests for additional installation, inspection, or repair of smoke detectors must be in writing.
18. **UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises, including connection fees.
19. **HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.
20. **VACATING PROPERTY.** The property will be surrendered to the Landlord by vacating the premises and returning all keys and access devices to the Landlord. The Property should be surrendered in the same condition as received in a clean condition, clear of trash, debris, and any personal belongings. Any personal belongings left in the Property after surrender will become the property of the Landlord.
21. **DEFAULTS.**
- A. **Landlord:** If the landlord fails to comply with this lease, Tenant may seek any relief provider by law.

B. **Tenant:** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. The Property is considered “abandoned” if Tenant fails to comply with any lease provisions and is absent from Property for 5 or more consecutive days and will be considered in default. The Landlord may take any or all of the following actions:

- i. subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages;
- ii. landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
- iii. Tenant will be liable for:
 1. any lost rent;
 2. Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 3. repairs of the Property beyond what is considered normal wear and tear;
 4. all Landlord's cost associated with eviction of the Tenant, including but not limited to attorney fees court costs, costs, of service, witness fees, and prejudgment interest;
 5. any cost associated to recovering amounts owed during the term of the lease, include but not limited to return check fees, collection fees, and late charges.

C. **Remaining Tenants:** The above definition of default applies to all tenants of the property and if one tenant is in default, the landlord may at his discretion terminate the lease agreement with the remaining tenants. The landlord will be required to give a 30 day written notice of termination of the lease.

22. **CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

23. TENANT ACCESS.

A. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

B. **KEYS.** Tenant will be given key(s) to the Premises. If all keys are not returned to Landlord following termination of the Lease, Tenant shall be charged \$25.00 per key. One mailbox key per unit is issued by the post office after presenting a copy of your lease (fee tenant maybe required to get the mailbox key).

C. **LOCKOUT.** If Tenant becomes locked out of the Premises, Tenant will be charged \$100.00 to regain entry.

24. **ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

A. **Signs:** Landlord may prominently display a “For Sale” or “For Lease” or similarly worded sign on the Property during the term of this lease or any renewal period.

B. **Access:** Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs, perform maintenance, inspect property, or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenants and without notice to: (1) survey or review the Property's condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; (5) remove unauthorized pets; or (6) seize nonexempt property if Tenant is in default.

C. **Trip Charges:** If Landlord or Landlord's agent have made prior arrangements with Tenant to access the Property and are later denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge of \$100.00.

- D. **Keybox:** A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.
- i. Tenant authorized Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
 1. during the last 90 days of this lease or any renewal or extension.
 2. at any time Landlord lists the Property for sale; or
 3. to perform repairs when the tenants cannot be available.
 - ii. If Landlord or Landlord's agent have made prior arrangements with Tenant to access the Property and are later denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge as provided in Paragraph 23.C.
 - iii. Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.
25. **DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.
26. **COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature. Tenant shall pay Landlord \$200.00 for 1st ordinance offense with fees increasing \$100.00 for each following ordinance offense in addition to any code violation fees.
27. **MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.
28. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.
29. **LIABILITY.** Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or services to the Property caused by Tenant, Tenant's guests, any occupants, or any pets.
30. **HOLDOVER.** If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost of rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.
31. **SUBORDINATION:** This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extension of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.
32. **RESIDENTIAL LANDLORD'S LIEN:** Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to received. Landlord may sell or dispose of any seized property in accordance with the provisions of Paragraph 54.045, Property Code.
33. **CASUALTY LOSS OR CONDEMNATION.** Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payments for damages,

settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord’s sole property. For the purpose of this lease, any condemnation of all or part of the Property is a casualty loss.

34. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting. To not provide an e-mail and/or fax number unless the third party has consent to receive notices under this lease via e-mail and/or fax.

Tenant at the Property and a copy to:	Landlord c/o:
	Brad Brown
	3604 Cattleman
	Manchaca, TX 78652
E-mail:	General E-mail: brad@brownproperties.us
Fax:	Repair Request: repair.request@brownproperties.us

Such addresses may be changed from time to time by either party by providing notice as set forth above.

35. **SPECIAL STATUTORY RIGHTS.** Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer. (§92.016, Texas Property Code)

36. **SPECIAL PROVISIONS.** The utilities shall be turned on for three business days prior to the start of the lease to allow for cleaning and repairs. If the utilities are not connected, cleaning and repairs will be delayed up to 14-day following the presence of water and power services. Tenant is still obligated for rent for the full lease period. Tenant will be responsible for the expense of carpet cleaning when the Property is surrendered if not previously cleaned to Landlord’s satisfaction. Garage door should be closed between the hours of midnight and 6am for student housing in San Marcos. Tenant or Tenant’s guests will not be allowed on the roof for any reason. Should Tenant receive a second violation of the City Noise Ordinance, Tenant will be given notice and 3 days to vacate the premises.

DEPOSIT IS FORFIETED IF ALL REQUESTED DOCUMENTATION IS NOT RECEIVED WITHIN 2 WEEKS OF THE APPLICATION APPROVAL NOTICE. Documentation includes, but not limited, proof of tenants SSN and Texas Driver’s license. If guarantor is required additional documentation will be requested such as signed lease by guarantor, copy of guarantor’s (Texas DL), and completed guarantor form.

37. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Texas.

38. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

39. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

40. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

41. **BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

42. **NOTICE TO VACATE.** Tenant agrees to an additional method for receiving a notice to vacate other than listed under Texas Property Code Title 4. Chapter 24 Section 24.005. Tenant agrees to receive notice to vacate through electronic documents. Notice to Vacate will be considered delivered when Tenant and Landlord have both signed the notice to vacate.

43. **COUNTERPARTS; ELECTRONIC SIGNATURES.**

A. **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

B. **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party’s signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

LANDLORD:

Texas Abode, LLC – Protected
Series _____
Brad Brown, Managing Member

_____	_____	_____
Print Name	Signature	Date

Texas Abode, LLC – Protected
Series _____
Lara Brown, Managing Member

_____	_____	_____
Print Name	Signature	Date

TENANTS:

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

OTHER TENANTS (If any):

First & Last Names	Date of Birth
--------------------	---------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

GAURANTORS (IF NEEDED):

_____	_____	_____
Print Name	Signature	Date

_____	_____	_____
Print Name	Signature	Date

Schedule "A" Rules and Regulations

1. Moving of Furniture. Household furniture and effects shall not be taken into or removed from the premises except at such times and in such manner as are first approved by the landlord. No heavy furniture or other objects shall be moved over the floors of the rooms, halls, landings or stairs so as to mark them.
2. Floors. Floors shall be kept clean and polished by the tenant at all times, and rugs shall be laid thereon to suppress noise that might disturb neighboring tenants.
3. Walls. The tenant shall not paint, paper or decorate any part of the premises without first obtaining the consent of the Landlord. Spikes, hooks, nails or screws shall not be inserted in the walls or floors or woodwork of the premises.
4. Windows and doors. All glass, locks, and trimmings upon the doors and windows of the premises shall be kept whole, and damaged part thereof immediately replaced or repaired to the satisfaction of the landlord or his agent. Windows shall not be allowed to remain open so as to admit rain or snow or cause injury to the property of other tenants or to the property of the landlord. Tenants neglecting this rule are to be held responsible for any resulting damage.
5. Locks. Additional locks or bolts shall not be placed upon any door of the premises, and the present locks shall not be altered, without the written consent of the landlord, which shall be endorsed upon the lease.
6. Radiators and ventilators. Air vents attached to radiators shall not be opened. If any radiator or air vent is found out of order from any cause, the janitor shall at once be notified. Any damage to the property of the landlord or of other tenants caused by neglect of these precautions shall be the responsibility of the tenant whose radiator has become defective. The tenant shall not tamper with the grills or any part of the mechanical ventilators or any part of the equipment in the building.
7. Water and water-closets. Water shall not be left running unless it is in actual use in the premises or in the laundry attached to the premises. Water-closets and other water apparatus shall not be used for any purpose except that for which they are constructed. No sweepings, garbage, rags, ashes, or any other similar substances shall be thrown therein. Any damage resulting to the drains from misuse or from unusual or unreasonable use shall be borne by the tenant to whose apartment the damage is traceable.
8. Electrical installations. The landlord or his agents will direct electricians where and how the wires are to be introduced, for telephone service and without such direction drilling or cutting for wires will not be carried on. If a tenant desires to install, add to or alter gas or electric light fittings he must arrange with the landlord for the necessary connections and no gas pipe or electric wire may be introduced without the authorization in writing of the landlord. The tenant shall not install on his premises additional equipment, additional electrical circuits, or additional electrical or other appliances which may overload existing electrical circuits without the written consent of the landlord.
9. Aerials. A telephone, radio, or television aerial shall not be erected, installed or attached to the building by the tenant.
10. Laundry appliances. No washing or drying machines shall be brought upon the premises or into the building without the consent in writing of the landlord.
11. Balconies. Awnings shall not be erected on the outside of the windows or above the balconies of the premises without the prior consent of the landlord in writing. Cleaning utensils, bedding or rugs shall not be shaken or beaten from any window, door or balcony. Hanging or drying of clothes and barbecuing is not permitted on the balcony, and the balcony shall not be used for storage, in washing balcony floors water shall not be permitted to escape over the sides of the floor. Summer furniture only may be placed on the balcony. Nothing shall be allowed to overhang any window-sill or to project beyond any balcony railing.
12. Interference from appliances. The tenant shall not use any electrical appliance or power tool on the premises so as to interfere with the reception of any radio or television set or the operation of any power tool or electrical appliance in the building. If the landlord informs the tenant that such interference has occurred, the tenant shall discontinue such interference immediately.
13. Noise. Noise of any kind which in the opinion of the landlord may be calculated to disturb the comfort of any other occupant of the building shall not be made by a tenant, nor shall any noise whatsoever including the playing of any musical instrument be repeated or persisted in after requests to discontinue such noise has been given by the landlord. Pianos, organs, violins, and other musical instruments shall not be permitted to be played by the tenant in the premises after eleven o'clock p.m.
14. Animals. No animal or bird shall be allowed upon or kept in or upon the premises without the consent of the landlord endorsed on this lease.
15. Fire risks. The tenant shall not do or permit anything to be done in the premises, or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premium on the building, or on property therein, or which shall obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires or the regulations of the fire department or with any insurance policy upon the building, or conflict with any of the rules and ordinances by the Board of Health or with any statute or municipal by-laws.
16. Garbage. Tenants shall not place, leave or permit to be placed or left in any common areas of the buildings any debris or refuse. Tenants shall wrap all garbage tightly in paper, tie it, and place it in the incinerator provided for that purpose, or as otherwise directed by the janitor.
17. Entry, passageways and halls. The entry, passageways, halls and stairways used in common by the tenants shall not be obstructed by any of the tenants or used by them for any purpose save for ingress to and egress from their premises. Tenants shall not place or allow to be placed in the common halls or passageways of the building any rubbers, boots, or umbrellas.
18. Storage space. If storage space is provided by the landlord for the use of the tenant, the landlord shall be under no liability for loss, damage, or theft of any of the tenant's goods or chattels stored in the building.
19. Notices. Signs, advertisements or notices shall not be inscribed, painted or affixed on any part of the outside of the building, or on the inside of the building.
20. Landscaping. Tenants, their families and their guests shall not harm, mutilate, destroy or alter the landscaping works attached to the property, including grass, trees, shrubs, hedges, flowers and flower beds.