



JUZGADO PRIMERO DE FAMILIA DE ORALIDAD  
CARTAGENA, D. T. y C.  
Centro, Calle del Cuartel, Edificio Cuartel del Fijo, Of. 214  
j01fctocgena@cendoj.ramajudicial.gov.co

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## **FIJACIÓN EN LISTA EXCEPCIONES DE MÉRITO**

Para dar cumplimiento a lo normado en el artículo 370 del C.G.P. en concordancia con el artículo 110 de la misma normatividad y el artículo 9° del Decreto 806 de 2020, se fija la presente lista en el Micrositio de este Juzgado, dispuesto para tal fin por el Consejo Superior de la Judicatura, por el término de un (1) día, hoy **ocho (08) de julio de dos mil veintiuno (2021)**, hora ocho de la mañana, para dar el traslado de las EXCEPCIONES DE MÉRITO presentadas por el apoderado judicial de la demandada, dentro del proceso **CESACIÓN DE EFECTOS CIVILES DE MATRIMONIO RELIGIOSO, RAD: 2021-00034-00**, contra el señor **FERNANDO ESPITIA PEREA**, por el término de cinco (5) días, los cuales vencen el **ocho (08) de julio de dos mil veintiuno (2021)**

THOMAS TAYLOR JAY  
SECRETARIO

SECRETARÍA

Cumplido lo anterior, se desfija de la Secretaría y se anexa a su referencia, hoy **ocho (08) de julio de 2021**, hora cinco de la tarde, en espera del vencimiento del traslado dispuesto.

THOMAS TAYLOR JAY  
SECRETARIO

Memorial dirigido al Radicado No.0034-2021.

Hember Baños <hember70@hotmail.com>

Mié 19/05/2021 7:25 AM

Para: Juzgado 01 Familia - Bolivar - Cartagena <j01fctocgena@cendoj.ramajudicial.gov.co>

 3 archivos adjuntos

CONTRATO DE ARRENDAMIENTRO DE FERNANDO DESDE FEBRERO DE 2019..pdf; CONTESTACION DE DEMANDA DE RECONVENCION. RAD. 0034-2021. JUZ. PRIMERO DE FLIA DE CARTAGENA..pdf; CARMEN BARRIOS APLICACIONES APTO FERNANDO ESPITIA N 4526. contrato de renta.pdf;

Señor.  
JUEZ PRIMERO DE FAMILIA DE CARTAGENA.  
E.        S.        D.

REFERENCIA: DEMANDA DE RECONVENCIÓN DE CARMEN ELENA BARRIOS HERNANDEZ CONTRA FERNANDO ESPITIA PEREA.

RADICADO No. 0034-2021.

CUADERNO PRINCIPAL DE DEMANDA DE RECONVENCION.

ASUNTO: CONTESTACION DE DEMANDA Y PROPOSICION DE EXCEPCIONES DE MERITO.

Soy, HEMBER BAÑOS MORALES, apoderado especial del Sr. FERNANDO ESPITIA PEREA, quien es demandado en este asunto, con todo respeto acudo a usted para presentar CONTESTACION DE DEMANDA DE RECONVENCION en formato pdf y así mismo pruebas documentales.

Igualmente, para lo de su conocimiento se remitirán copia de la misma al apoderado de la demandante.

Atentamente,

HEMBER BAÑOS MORALES.  
C.C.No.9.269.613 de Mompós.  
T.P.No.92.616 del C. S de la J.

Señor.  
JUEZ PRIMERO DE FAMILIA DE CARTAGENA.  
E. S. D.

REFERENCIA: DEMANDA DE CESACIÓN DE EFECTOS CIVILES DE MATRIMONIO RELIGIOSO DE CARMEN ELENA BARRIOS HERNANDEZ CONTRA FERNANDO ESPITIA PEREA.

RADICACIÓN: No.0034-2021.

CUADERNO PRINCIPAL DE DEMANDA DE RECONVENCION.

ASUNTO: CONTESTACION DE DEMANDA Y EXCEPCIONES DE MERITO.

**DEMANDANTE:** CARMEN ELENA BARRIOS HERNANDEZ, persona natural, mayor de edad e identificada con la cédula de ciudadanía No. 45.478.757, con domicilio en Houston Estados Unidos de América 1550 Katy. Cap. Rd. Apartamento 607, Katy, Tx 77494, Correo Electrónico: carmenbarrios0809@gmail.com, lugar en donde recibirá notificaciones personales. Este correo electrónico fue suministrado por el demandante.

**DEMANDADO:** FERNANDO ESPITIA PEREA, persona natural, mayor de edad e identificad con la cedula de ciudadanía No.73.076.522, con residencia y domicilio en Florida 1317 se 22nd apto 1 Avenue Pompano Beach FL33062, en USA y Correo Electrónico: fernandoespitia@hotmail.com, lugar donde recibirá Notificaciones personales.

**APODERADO ESPECIAL DEL DEMANDADO EN RECONVENCION:** HEMBER BAÑOS MORALES, Abogado en ejercicio e identificado con la C. C. # 9.269.613 de Mompós - Bol, y portador de la Tarjeta Profesional de Abogado No. 92.616 del C. S. de la J. Con oficina en el Centro, Edificio Gedeón Piso 3, oficina 304, de la ciudad de Cartagena, Teléfono 6604982- Celular 310-7185192, lugar en donde recibiré notificaciones personales. Correo Electrónico: hember70@hotmail.com.

#### CONTESTACIÓN DE DEMANDA:

Soy, HEMBER BAÑOS MORALES, apoderado especial del demandado **FERNANDO ESPITIA PEREA**, con todo respeto acudo a usted para contestar la demanda de la referencia dentro de la oportunidad legal en los siguientes términos:

## EN CUANTO A LOS HECHOS:

**AL HECHO PRIMERO:** ES CIERTO y se deduce de la prueba documental aportada.

**AL HECHO SEGUNDO:** ES CIERTO y se deduce de la prueba documental acreditada.

**AL HECHO TERCERO:** ES PARCIALMENTE CIERTO, luego por razones que indican el intercambio epistolar por whatsapp entre las partes se separaron y de eso cuentan los contratos de arrendamiento o rentas que se anexan como prueba documental a esta contestación.

**AL HECHO CUARTO:** Es cierto que se instalaron en Estados Unidos, pero también lo es, que estando viviendo allá ante la imposibilidad de la convivencia como parejas se separaron y vivieron en lugares diferentes e independientes, prueba de ello son los contratos e renta remitidos por mi representado y además las comunicaciones remitidas por la demandante donde le solicitaba que se fuera de la casa y que ella quería vivir solamente con su hija.

**NO ES CIERTO,** que mi representado haya tomado la decisión de marcharse, la misma surgió por pedido de la demandante en múltiples oportunidades a mi poderdante y ya será en este escenario judicial que se determinará si hay responsabilidad para determinar culpabilidad en cabeza de cada cónyuge y así establecer las consecuencias de ley.

La ausencia del señor FERNANDO ESPITIA PEREA del mismo lugar se había dado con anterioridad a la fecha del 25 de marzo de 2020, los contratos de arrendamiento de cada cónyuge así lo indican, véase que existe un contrato de Fernando Espitia de fecha 27 de febrero de 2019, luego **NO ES CIERTO** lo manifestado por la demandante.

**NO ES CIERTO** que el demandado FERNANDO ESPITIA PEREA esté incurso en la CAUSAL PRIMERA, toda vez que manifestar que se está enamorado, no implica tener ni aceptar haber tenido relaciones sexuales por fuera del matrimonio, luego no se acepta el señalamiento hecho en la demanda de reconvenición de las relaciones sexuales extramatrimoniales, por cuanto, hasta la fecha de contestación de esta demanda no han ocurrido.

En cuanto a la CAUSAL SEGUNDA, tampoco es cierto, resulta incongruente que se incumplan los deberes de esposo cuando la misma demandante había pedido al demandado el abandono de su lugar de residencia y cohabitación y ello constituye una razón válida para el incumplimiento mutuo de los deberes señalados por la demandante, es más, es cierto lo referente a su salud emocional y psicológica, pues atendiendo a las múltiples situaciones y de los cuales contará el demandado en su interrogatorio y declaración de parte se ilustrará al despacho las razones por las cuales se radicó en otro estado de la unión americana.



## **EN CUANTO A LAS PRETENSIONES:**

A LA PRETENSION No.1: Nos oponemos que se decrete el divorcio de acuerdo a las causales invocadas por la demandante y solicitamos que la misma se decrete con las causales de la demanda principal.

A LA PRETENSION No.2: Como quiera que es una consecuencia de la declaratoria de cesación de efectos civiles de matrimonio religioso, nos mostramos de acuerdo.

A LA PRETENSION No.3: Como quiera que es una consecuencia de la declaratoria de cesación de efectos civiles de matrimonio religioso, nos mostramos de acuerdo.

A LA PRETENSION No.4: Nos oponemos a esta declaratoria de cónyuge culpable y por el contrario solicitamos que sea la demandante quien sea condenada por ser cónyuge culpable, pues por tener mayor nivel de ingresos económicos que el demandado, siempre le humilló y era una de las razones por las cuales le pedía que abandona el mismo lugar de habitación.

A LA PRETENSION No.5: Nos oponemos por cuanto no hay perjuicios causados, así como tampoco hay indemnizaciones, compensación o el pago de frutos de mejoras de bienes de conformidad con el artículo 206 del C.G.P.

Respecto a los beneficios del inmueble y si hace parte o no de la sociedad conyugal, la discusión se hará en la etapa de la liquidación de la sociedad conyugal.

En cuanto al producido del inmueble por contrato de arrendamiento implica para mantenimiento del mismo y el pago de impuesto predial.

Nos oponemos a condena alguna por concepto de perjuicios, indemnizaciones, compensaciones o similares.

### **1.-EXCEPCION DE MERITO DE INEXISTENCIA DE LAS CAUSALES INVOCADAS POR LA DEMANDANTE.**

Se propone esta excepción en razón a que es la demandante quien ha dado lugar al divorcio por las causales de Ultrajes, el trato cruel y los maltratamientos de obra, el incumplimiento de los deberes de cónyuge y madre y por el trato cruel y violencia económica y moral en contra del demandado, de ello se contó en la demanda principal.

Se presume la mala fe por parte de la demandante por cuanto ella tiene conocimiento que el señor FERNANDO ESPITIA PEREA, se fue por los múltiples pedidos de ella, y muy a pesar de eso se refiere a mi representado de malas maneras, descalificándolo como esposo, y padre e inclusive como profesional, constituyendo tal conducta no solo una violencia silenciosa, si no también mala fe por parte de la demandante para con el demandado.

## **2.- CONFIGURACION DE LA CAUSAL DE SEPARACION DE CUERPO POR MAS DE DOS AÑOS.**

Atendiendo la prueba documental acreditada como lo son los contrato de arrendamiento de las partes en los lugares en que han habitado en los estados unidos, es evidente que el señor FERNANDO ESPITIA PEREA, celebró un contrato de arrendamiento el 27 de febrero de 2019, luego desde esa fecha no hace vida en común con la demandante la señora ACRMEN ELENA BARRIOS HERNANDEZ, luego se configura la causal 8ª del artículo 154 del Código Civil. Modificado por la Ley 25 de 1992, artículo 6º, en consecuencia, así debe declararse.

**PRUEBAS: DOCUMENTALES:** Comparto las aportadas por la parte demandante y para el efecto para que se tengan como prueba documental aporlo los contratos de arrendamiento celebrados por mi mandante, lo que indica que vivían separados desde antes de la fecha indicada por la demandante, los cuales son:

- 1.-Relación de mensajes electrónicos por Whatsapp entre las partes donde se evidencia la separación desde antes de septiembre de 2019.
- 2.-Mensajes electrónicos de fecha 31 de mayo de 2020, donde se evidencia la separación entre los cónyuges.
- 3.- Mensaje electrónico de fecha 13 de junio de 2020 en donde la demandante manifiesta que se irá de Texas.
- 4.-Poderes al apoderado de la demandante de fecha 4 de junio de 2013 en donde de pretendía el divorcio de mutuo acuerdo entre las partes.
- 5.-Contratos de arrendamiento en formato pdf que indican los tiempos de convivencia entre las partes y desde cuando no viven juntos.

**INTERROGATORIO.** Solicito se sirva señalar fecha y hora para que la Demandada CARMEN ELENA BARRIOS HERNANDEZ absuelva interrogatorio respecto de los hechos de la demanda, la contestación de la misma y las pruebas de esta demanda.

**DECLARACION DE PARTE DEL SEÑOR FERNANDO ESPITIA PEREA.** Solicito se sirva señalar fecha y hora para que el Demandante absuelva interrogatorio respecto de los hechos de la demanda, las circunstancias de tiempo, modo y lugar en que se han dado los fenómenos de violencia doméstica verbal, las reclamaciones por episodios de celos y así mismo sobre el cumplimiento de sus obligaciones para con ellos mismos.

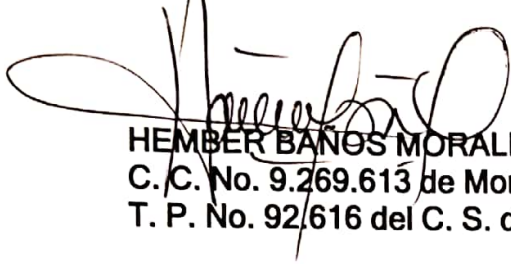
## **FUNDAMENTOS DE DERECHOS.**

Invoco como fundamentos de derechos los Artículos 82 y s.s, 388 y s.s. del C.G.P., 411 y s.s. del Código Civil y Decreto 2272 de 1989, ley 1395 de 2010 y las normas concordantes y complementarias vigentes en la legislación nuestra en especial las que tienen que ver con Procesos de Divorcio Contencioso-.

**ANEXOS:** Los documentos enunciados en el acápite de pruebas en la demanda principal, y poder por medio del cual actúo.

**NOTIFICACIONES.** Las recibimos en las direcciones que vienen anotadas en la parte introductoria de esta demanda.

Atentamente,



**HEMBER BAÑOS MORALES**  
C. C. No. 9.269.613 de Mompós - Bol.  
T. P. No. 92.616 del C. S. de la J.



Fwd: LLEGAS SIN NADA Y TE VAS SIN NADA RECUERDA ESO

fercho <fernandoespitia@gmail.com>

Mar 18/05/2021 7:30 PM

Para: BAÑOS MORALES <hember70@hotmail.com>

----- Forwarded message -----

De: **fercho** <fernandoespitia@gmail.com>

Date: mar, 26 ene 2021 a las 20:16

Subject: Fwd: LLEGAS SIN NADA Y TE VAS SIN NADA RECUERDA ESO

To: <barrioscarmen1967@gmail.com>

----- Forwarded message -----

De: **fercho** <fernandoespitia@gmail.com>

Date: lun, 9 sept 2019 a las 19:51

Subject: Re: LLEGAS SIN NADA Y TE VAS SIN NADA RECUERDA ESO

To: carmen Barrios <carmenbarrios0809@hotmail.com>

Dejemos de explicaciones, no es necesario , te molesta el garage , yo mañana solucióno  
Chao

El El lun, sep. 9, 2019 a las 7:43 p. m., carmen Barrios <carmenbarrios0809@hotmail.com> escribió:

>

>

> buenos días , aunque sean malos.

> **Buenas tardes , aunque sean malos para ti no para mi.**

> definitivamente asi no pudo ser, o estabas tomando o no estas bien, el estar separados estos meses era para saber muchas cosas de ambos , y definitivamente , esto tiene que parar, primero veo que esas ansias de tener tu espacio donde tu mandes aun siguen, el dia que quise en tu apartamento decirle a sofia algo lanzastes la expresion que no queria escuchar y te lo recuerde en el acto ,

**con respecto a esto te aclaro no estaba tomando , no estaba borracha y si tienes razón no estoy bien para nada estoy bien porque bien es cierto para los dos en estos últimos meses que hemos estados separados que por cierto va ser un año exacto el día 27 de octubre que decidí dejarte por las razones que ya tú sabes y que no voy a enumerar lo hize con el fin de que fuera para siempre pero no fue así porque quise darme una oportunidad más con usted lo hize con el deseo de también notar cambios en usted que al día de hoy no los vi al principio todo bien después fuisteis sacando tus garras de agresividad y luego cuando me di cuenta que tú sí que no has cambiado , y sigues asumiendo y creyendo lo que no es nunca tengo ansias de**



nada de tener espacio si pero espacio de tranquilidad y paz 🙏 porque No es de estar sola para hacer de las mías jamás pensé en eso cuando lo deje pensé en vivir sola y darme cuenta si podía y que debía sanar muchas cosas desagradables de usted entre esa su mal trato y su manera de resolver un mal entendido y hoy por hoy me doy cuenta que no es así y para refrescarte la memoria usted me busco a mi el 6 de enero de 2019 para verme y ahí empezó lo mismo con usted y pasaron los meses y la llegada del bebé nos junto más al punto de casi olvidar lo que eras o eres en todo este tiempo no pensaba si será que se puede será que puedo olvidar y sanar me lo propuse aún con mi dolor por lo que había pasado el año anterior quise darme otra oportunidad ,claro está analizando tus cambios y los míos ,pero desgraciadamente usted siempre va ver los míos pues deja y te cuento tu avance : cuando llegaste a mi apto reclamando que por qué sofia no se paraba de buena manera te dejé ver que no eran las maneras de hacerle ver a sofia en ese tono agresivo y despota que debía levantarse ibas de una a decir un montón de cosas que por eso te dije que si era en mi apto no ibas hacer ningún problema y reclamo a ella y sabes porque ? Por evitar un enfrentamiento que al final se dio en el apto de ella que ella te mando a callar pero Yo si puede darme cuenta que ahí otra vez salió el hogro de Fernando y ese día pude ver que en eso no has cambiado tu hija te lo hacía saber de buenas maneras y nada lo único que decías eras obsenidades malas palabras y gritos feos no te importo nada solo dejar saber a ella y a mi que sigues siendo lo mismo , y para rematar también me insultas en el carro 🚗 tan feo delante de ella proque solo te dije algo del aire que también salió el hogro otra vez y que preferí callarme y sabes proque ? Por evitar tanto que sofia no podía entender porque razón me habías tratado así. Y élla te lo dejo saber el lunes que fuiste a verla a ella a su universidad que tú tuviste la culpa y para colomo no reconoces que te la embarras y crees que Yo debo decirte algo pues preferí venir en silencio para que para evitar .

Pero aún más sorprendida de que sigues en el pasado me has bloqueado de todos las redes sociales sin ninguna explicación porque asumes que si publico algo en mis redes es para ti y como dice el dicho el que le caiga el guante que se lo achante y eso es lo que siempre piensas de todo el mundo que la gente te tira puyas y demás pues no señor no asuma lo que no es pero es una manera de usted de justificarte para quedar bien como siempre tratas de hacer

> cuando lleve a sofia ea su universiudad tambien , mandar a callar por temor , o por que creias que molestaba con mi tono de voz a los inquilinos, comprar cosas innecesarias para sofia siendo el primer día de clases y sin plata, yo no aparento lujos ni riquezas , y ni soy rafael con alba luz ni amparo y su marido, lo que gano es medido y trato de cumplir con mis obligaciones de papa,

Bien en cuanto a este punto déjame y te Aclaro algo fue sofia quien te mando a callar porque estabas gritando y hablando feo pues debes entender que no se necesita hacer esas cosas para que los demás sientan temor nosotros llegamos a llevar a sofia a su nuevo apto lo mejor que se podía hacer es dejar una buena impresión ante los demás eso también te importo nada proque quédate cómo lo que

eres ,y por los gastos de tu hija también te aclaro es obligación de los dos sacar a sofia adelante cosas que se te olvidó cuando ella se fue a su universidad porque son pocas las veces que le mandabas algo a ella todo se lo pagaba Yo por más de 2 años era Yo jamás te importo apoyarla hoy día que vas a dar la mitad de un mercado te asustas te enojas te da rabia si nadie es rico y ella necesitaba arrancar de 000 porque ya no tenía nada durante su estadía en madrid dejo todas sus cosas en tu apto y tú hiciste uso de ellas se tuvo que volver a comprar y eso lo compré Yo y lo único que te pedí fue la mitad del primer mercado qué haces para ella porque los demás de hace más de dos años los pagué yo sola sin ayuda de nadie y lo de madrid también solo hasta el último mes allá la ayudaste con el tiquets de regreso y algo más ahora te pregunto crees que es suficiente ? Pues fíjate que no porque ella deberá seguir comiendo y pagando más cosas muchas veces te pedí que me ayudaras con los gastos de ella cuando me fui sola y me ignoraste eso te lo pedía de la casa dale aunque sea a ella la mitad de esa renta para ella porque a veces Yo no tenía también te importo hoy por hoy se que estás colaborando con algo más ,pero eso que das por ella no lo tienes que recordar ni quejarte porque es también tu hija ,y de que Yo piense que te comparo con Rafael o Albaluz o Amparo estás lejos de parecerte a ellos en todo y sabes proque porque ninguno de ello piensa como tú tan ruin .

> tu indiferencia desde ese día me puso a pensar muchas cosas esa noche, para mi no es normal que cada vez que debemos tener soluciones a cosas siempre es a hacer lo que tu digas, yo me canse de aceptar eso,

De mi indiferencia ?bien fíjate que si te dan una cachetada un día y mañana te bloquean y no te dicen nada que crees quien está mal tú o Yo? Te respondo tú si en verdad sabías que te la habías embarrado gritándome en el carro en el apto de sofia quien tenía que arreglar las cosas tú o Yo jajaja ah pero él que se queda pensando eres tú jajajs increíble pues claro si así arreglas las cosas para todo bloqueandome en todo eso te hace sentir mejor pues a mi no Yo sigo pensando que aquí tú sabes lo que hicisteis y aún así no te importo dejaste de hablarme dejaste de escribir te llame me bloqueaste no respondiste a mis llamdas y me bloqueaste d de todo que mas quería que te diera un premio pues no señor pro eso te dije lo que te dije si me vas a bloquear entonces bloqueáme de una vez y llévate todo porque es buen interesado para mi en unas cosas ..... y en tener mujer para unas cosas... y otras no ☹ así es que si eso te lo pedí por que no podía entender cómo de la nada me bloqueas me dejas de hablar y que te espere hasta que tú digas pues entendí de una vez que así es que arreglas las cosas tú no Yo te doy la misma respuesta a ti .

> eres una irrespetuosa , calumniadora, a pesar de estar solo durante este tiempo ni se me ha dado por buscar tu remplazo ni estar pendiente de mi pasado con mis exnovias y amigas, el día que lo haga lo hago aca donde vivo en vivo y en directo,

Sabes esté es un tema difícil de superar y sabes proque las pruebas de tus mensajes con tus ex aún más guardo y tu comportamiento no me deja más que

<https://outlook.live.com/mail/0/inbox/id/AQMkADAwATE2MTgwLWExNjQ1YjU4OAAiMDACLTAwCgBGAAADJjAn2T1%2FW0eetKL1voNr6AcAX9oU25...>

3/9



**pensar que sigues en las mismas es exactamente lo mismo qué pasó en septiembre del año pasado dejaste de hablarme te aislaste estando en la misma apto y así pasó igual acá te aíslas te vas bloqueas y estas haciendo lo mismo proque si en verdad me amas no dejarías pasar mucho tiempo o estarías más pendiente de mi y no es así y si te dije lo de las arepas proque vas a mi apto llegas a la puerta y por educación no entras ni saludas si hubiese sido diferente entrar y dejarme las arepas a mi no llegar e irte y que es eso no querer verme ni determinarme entiendes proque reaccionan los demás ?**

> te mando con sofia unas arepas porque se me habia olvidado darte las tuyas a sofia le habia dado 2 paquetes, y ayer me sales con eso "" CON AREPAS RESUELVES ""

**Y si no devi decirte que si resuelves con eso pero fue lo único que se me ocurrió proque no entendía por qué haces esas cosas 😞😞👊👊😞y si el detalle de las arepas estuvo bueno y se te tiene en cuenta muchas gracias , de la invitación a comer no estaba en tus planes como tampoco los míos ir a piscina con sofia ella fue la que me convenció de ir proque no tengo ganas de divertirme con nada pero fui por no dejarla sola y si tú después inventas asados de la nada nosotras acá ya estábamos en la piscina no fue mal decirte que fuera pero cómo tampoco te gusto por eso te dije tú en tu espacio Yo en el mío son dos cosas diferente no para pelearse pero también te llame dos veces por wasp y teléfono y tampoco respondiste y me dejaste saber que Yo no te decía a ti lo que tenías que hacer entendí que no te importa para nada y si con avisar mira carmen voy hacer esto no pero es como tú diagas y a las malas ,en cuanto a lo del garage si proque me bloqueas en todo no tiene sentido que te siga haciendo mad favor o si ?de la plata que le debo los300 se que se los tengo que pagar David no ha entrando plata se ha ido a cargos negativos hemos trabajado duro y solo alcanzo a entrar para cubrir la renta de él y la mía y por eso no le he pagado pero si le voy a pagar no se preocupe no me voy a robar su plata**

**Y lo del garage te pedí que sacaras todos para ahorrarme esos 70dollars que no los puedo seguir pagando usted una vez me prometió ayudarme con ese garage cuando se mejorara tu situación y tampoco me ayudas con eso y con nada pero claro no estás obligado hacerlo no soy nada para usted solo un pasado ....**

> te invito a comer asado donde davo y tambien sales con que es tu espacio y yo debo estar en el mio, pues no es de resolver porque eso fue un detalle porque se que te gustan , y siempre te las he guardado, para que me salgas con grocerias y calumnias de viejas que no existen, me dices llevase todo de su garage y eso hice ,despues que porque las saque , quien te entiende, acaso se perdio algo ;\_\_\_ que lo que quedo en ese garage te moleste hoy a 9 dias de haber pagado la renta , querer que te lo desocupe te dije anoche que lo voy a hacer , así como cuando me dijistes saca todo, ven por tu ropa, pero se te olvido la deuda de 360

**De aquí me regalaste 60 para el pelo pero bien si ya no me los das te los pago los 360 cuando fuimos**

**A comer me los regalaste pero es sabido que así como das quietas.**

> del pasaje david, cuando me los vas a pagar, que tu te comprometistes a dar la mitad, yo se que hay un box una cama de madera una mesa que no me pude llevar ese día, si tanto te molesta y sin ánimo de joder yo lo saco, no te preocupes, lo voto lo regalo lo hecho a la basura al fin y al cabo fui yo quien lo metí ahí.

> te quieres ir sola hazlo estas en tu derecho, pero no me compliques mas la vida que bastante me tengo que luchar para obtener todo con mucho esfuerzo y sacrificios, buscar trabajo contratos, mira no mas, yo soy quien conoce a ryan, le hago trabajos y les pido a los dos que me ayuden a vender el cuadro y lo primero que piensan es cobrarme y ganar de la venta, otro dicen no te preocupes te ayudamos a venderlo y nos regalas algo, no ayer me di cuenta el interés de todo, yo decidí ir a rectificar antes de emplomar, y de paso como le había mandado el precio de venta por 10 mil, me respondió que estaba caro que se lo venda a otro, y armas un problema porque yo decidí rebajarlo algo que es mío y que desde un principio te dije vamos a comprarle a rafa un cuadro entre los dos y dijistes que no, entonces lo que yo decida no es para que te molestes, además quien define si le dala gana de pagar es el, no tu, y david te puede contar que hablo con el el resto fue mamadera de gallo mia para ver que decias, pero no, te molestastes y dijistes hasta del mal que iba a morir, que vaina contigo

De todo este parrafo arriba te aclaro lo de los 360 que me prestastes pero se que apenas entre plata te los pago completos porque se que se le olvido que me regalo los 60 para el pelo en fin no es de polemizar por esto es de esperar eso de usted no estas obligsdo a darme nada, y por lo del cuadro ayer que me contaste me puede dar cuenta que tampoco valoras lo que hacen los demas por ti ya te habia dicho que siempre David y Yo pensamos que ibas a salir con esta nos llevaste para eso para convencer al señor de que te lo compre y tambien en el carro se te dijo lo de que nosotros queriamos ganar algo te parecio bien tanto que David te dijo que ya habias dado un precio a nosotros y lo que nosotros pidamos era para los dos pero claro aqui es negocio aqui se esta pesando en el benefico de todos y sabes porque? poque todos necesitamos comer y si tu nos ofreces esa oportunidad porque despues salir con la que saliste y Yo tengo claro que ese cuadro es tuyo para nada se que es mío lo compraste tu en la sociedad conyugal y si en verdad te hubiera querido exigir quitar las cosas que adquirimos los dos lo hubiera hecho hace mucho tiempo no me interesa nada que compremos a quie los dos tu tienes las cosas las tengo aca en el garage algunas y, sim embargo ni las peleo porque todo el tiempo que viiv contigo era lo mismo de siempre es tuyo de nadie mas no me merezco nada simepre me lo has repetido una y mil veces mas si ves porque se que tu corazon sigue siendo lo mismo egoista y malo no solo piensas en ti en nadie mas me pregunto si tuvieras otra mujer harias lo mismo? es que es tanto la ruinda con la que fue tu esposa la madre de tus hijos como para que no merezca nada de ti y eso me sigue dando tristeza que siempre piensas en el poder de que que quieres demostrar que tu eres el unico dueño de las cosas que adquirimos los dos que por ley sabes que es asi lo que se adquiere en la sociedad conyugal es de los dos por Dios FERNANDO ESPITIA donde esta esa humildad tuya donde que es lo que mas odio de ti es por eso que te digo que te odio por lo mismo de ver que siempre me vas a recordar lo que has hecho por mi por todos lo que has dado lo quitas de la nada ese es lo que he venido escuchano por muchos años lo mismo que no tengo nada que no me



vas a dar nada que si vivo contigo es que tengo derecho que una cantidad de cosas que si me pongo a pensar que sigues siendo igual Yo sin recibir nada a cambio te he ayudado con la intencion de que veas y que sigas viendo que no esperaba nada a cambio te ayude con tu primer contrato de vitral hombro a hombro y aun asi no te importa valorar lo que hacen por ti y sigues recordando que es lo que no tengo derecho a nada y no quiero pelaer y desgastarme por una silla un mueble y lo que en tu cabeza se ocurra que un cosa la otra que la casa que las capitulaciones que si las tuvieras ya me las hubieras dado que si la casa es herencia que bien sabemos que no fue asi pero que dices que si pero en fin yo se que de ti espero lo peor una vez te dije que en tu conciencia quedaba si me ayudas o no si me das o no pero que como esposa y madre me lo merecia y aun asi despues de un ano de mentiras de no darme nada por la renta de esa casa de inventar una cantidad de mentiras de abogado de impuestos de una manada de mentiras donde involucraste a tu mama par el final me digas que ese dinero lo usabas muchas veces te pedi te lo suplique ayudame con algo para sofia para mi jamas me diste nada y no me salgas con tu excusa de que no trabajas si y ganas bien para paagr tus cosas y Dios te ha premiado en los contratos que ye he ayudado a cumplir aun asi sigues pensando que NO ME MEREZO NADA DE NADA si todo este tiempo pense que en eso habias cambiado pues me doy cuenta que sigues en la misma y creme ayer cuando te pedi que firmaramos de mutuo acuerdo es porque si me di cuenta con mucha tristeza de que perdi mi tiempo pensando que se podia lograr algo la ilusion se desplomo otra vez.

No tienes idea de lo sola que me siento y los vacios que tengo que solo me alivio cuando veo a mi nieto que el me da la fuerza para seguir y de darme cuenta que una vez mas es un fracaso de que esto no podra volver porque no hay cambios de tu parte , aunque no veas los mios pues si los hay solo que no los valoras o los aprecias, no te importa el presente vives recordando el pasado y sigues hiriendo con el pasado y quizas yo tambien recuerde eso pero es lo que veo en ti no sana tu corazon y eso hace que yo siga recordando lo mismo.

>

si yo a ti nunca te he querido , entoneces para que los traje a todos :::\_ para que gastar en casas lujosas rentas por el bienestar de los hijos , si yo no te hubiera querido me separo desde caratgena y me quedo solo, pero no es a mortificarme mi vida con historias envios de mensajes, publicacioens de pullas en las redes sociales, que todas cuando te tenia de amigo las veia, por eso el dia de la llevada a sofya cuando me levante el fb me aviso de tus nuevas publicaciones y las lei , ese dia decidi no verte mas en tus redes , ni leer tus pullas , si se o no se mas que tu , si conozco soluciones o no mas que tu , no te debe molestar en lo mas minimo , o es que queires ser y hacer lo que no puedes hacer y yo si.  
**NO ME QUIERES NO ME QUIERES NO ME QUIERE NUNCA ME HAS QUERIDO**

**En cuanto a esto jamas lees mis publicaciones ni comentas nada ni compartes nada ni te ries de nada que casualidad que ese dia todo si lo viste que raro no si ves pero si te tomaste todo para ti y sabes porque te lo tomaste porque te sentiste identicado con alguna que entre otras cosas hoy dia ni se que fue lo que te afecto de mis publiacioesn eso es ser ignorante y pelear contra algo que no tiene sentido asumes que son para ti porque por lo mismo eres tu el que se toma las cosas asi**

mismo cuando peleaste con tefy lo mismo, cuando la mama colocaba cosas tambien lo tomabas para ti esta mal per bien mal porque todo lo que la gente coloca te identificas con eso porque sera? mas Yo no bloqueo porque alguien coloque algo que no me gusta porque nada me etiqueta a mi y nada de lo que yo coloco en mis redes te etiqueto a ti o sea tienes ese problema con todo el mundo pero , menos con tus amigos que publican cosas graves alusivas a mucahs situaciones de mucash persona y ya por eso es para alquin en especial ya te habia dicho deja de asumir y de tomar las cosas para ti .... o es que te las crees y es que el que la hace es porque se la inamgina no crees Ferchooo.....

que no te doy el divorcio, tu me lo has pedido , bueno haslo y esta ves te lo voy a firmar y te los envio con las capitulaciones escrituras de casas de getsemani, de antes del matrimonio y lo que hice despues con mis platas y reinverti, para que no digas que te estoy maltratando ni robando que no te lo mereces , que soy mala gente, no ..... es mi realidad hoy en dia, tu vas atratar de pelear algo que si no fuesen por esas capitulaciones fuera otra cosa,

SIEMPRE VAS A DECIR LO MISMO Y SABES QUE NO ES ASI QUE TODO LO QUE SE ADQUIERE EN SOCIEDAD CONYUGAL ES DE LOS DOS Y LA CASA ESTA AFECTADA A VIVIENDA FAMILAIR Y SI TENGO LAS ESCRITURAS DE ESA CASA DESDE QUE LA COMPRASTE LUEGO PASO A NOMBRE DE LOS DOS LUEGO SE HIPOTECO PARA VENIR ACA LUEGO SE VENDIO Y LUEGO SE COMPRO CRESPO TENGO TODO Y SABES QUE ES ASI Y LO DEMAS LA HERENCIA DE TUS PAPAS ES QUE NO TEGO DERECHO ESTA ESCRITO EN LAS CAPITULACINES Y LOS BIENES QUE SEAN ADQUIERIDO POR LOS DOS SERANA ADMISITRADO POR LOS DOS LOS DOS TODO ACA Y ALLA PERO COMO QUIERES COMPRA AL TRAMPOSO DE TU ABOGADO PARA CAMBIAR TODO ASI COLO LE HICERON A TU HERMANA ENTONCES CON CHANCHULLO Y PLATA EN MANO SABES HACER ESO PERO NO TE AFANES DEJA QUE LLEGUE EL MOMENTO Y AHI VEMOS SE QUE ME DIJISTE EN UN ALMUERZO QUE TODO ESTO ME LO DECIAS POR RABIA QUE NO ERA CIERTO PERO SE QUE SI TE DA LA GANA LO HACES Y SI PORQUE TU CORAZON ES MALO YA TE LO HABIA DICHO ARRIBA ENTONCES SI VEZ QUE AQUI ME SIGUES DANDO LA RAZON PORQUE NO VAS A CAMBIAR NUCA PIENSAS CON MALDAD Y MENTIRA NO QUIERES DE VERDAD NO AMAS SI VEZ PORQUE DOY RESPUESTA AL O DEMAS? TE DEJO QUE TU CONSIENCIA NO TE DEJE VIVIR ALGUN DIA TE ARREPENTIRAS

ahora despues que yo saque mis cosas del garage y las vote o klas regale o las venda , no me digas que no te lo escribi,que no te lo dije, yo con lo que tengo en ese apartamentico me basta , hay como , trabajo ,cocino y duermo tranquilamente, y si a eso me voy a **complicar contigo** , poque quieres decidir por mi ,lo que yo pienso de otra manera y tu no respetas mis decisiones, eso no va a suceder mas, asi mas claro no te puedo decir las cosas, ah si para tu cabeza piensa que tengo a otra en cartagena , me da risa , estas bien mal, pero requete mal, ademas **si estoy**



**separado de ti** , que te puede importar mi futuro ,,,,,, para nada, cierto, entonces deja de ofender, porque igual te podría decir cosas , pero no es mi problema despues de estar divorciado, cada uno agarra su camino y no complique las cosas, ya esta decidido , en mala hora ayer quise que se divirtieran con nosotros, ahora tu ya tenias tu plan concebido de ir a piscina sin ninguno de nosotros porque te molestas ah, o es que tu eres la unica que tiene derecho a buscar la felicidad ,,,,,, No eres la unica, viva en este mundo, ni la unica que se disgusta porque su marido no acepta que lo mandes, esta mañana no pense que al prender el celular tendria esas fotos y todo eso que te reenvio, esta demostrado no estamos para estar juntos mas, me odias , no me soportas , ni me quieres, , tu necesitas tu espacio libre , y yo acepto que debo retirarme sin peleas ni escandalos, TU ODIO HACIA MI LO SE HACE RATO. PERO LLEGAR HASTA ACA ME HA TOMADO MUCHO ESFUERZO TRABAJO Y DEDICACION, SOLO O CONTIGO , ERA LA PREGUNTA Y ANOCHE LO DECIDISTES BIEN CLARO, TE AVISO CUANDO TENGA TIEMPO EL MARTES PARA SACAR DE TU GARAGE TODO, HOY DEBO TRABAJAR LEJOS Y NO ALCANZO, TE AGRADEZCO DEJES MIS COSAS EN EL GARAGE TUYO, QUE SI TE MOLESTAN ARRIBA BAJALAS Y TIRALAS EN EL SOFA.

&gt;

**CON RESPECTO A ESTE TE DIGO LAS COSAS QUE ESTAN EN EL GARAGE TAMBIEN SON MIA ES DE LOS DOS SOLO TE PEDI QUE TE LAS LLEVARAS A TU GARAGE PORQUE YO DEBO ENTREGAR ESTE APTO Y NO PUEDO LLEVARME TODO Y NO PUEDO SEGUIR PAGANDO MAS POR UNA GARAGE AHORA SI NO LAS QUIERES VENDEMOSLA Y SE ACABA EL ASUNTO TU LAS TENIAS EN UN STORE Y TE DIJE TE LAS GUARDO PERO ME AYUDAS PERO NO ME AYUDAS TMAPOCO NO SANES SI TENGO O NO TENGO COMO PAGAR ESTE MES MI RENTA CASI NI LA COMPLETO ME TOCO PRESTAR PLATA PARA PAGAR Y AUN ASI ES MAL QUE TE DIGA QUE SI ME BLOQUEAS DE UN TODO Y NO ME QUIERES NI VER PORQUE TENER TUS COSAS ? AHORA SI LAS VAS A REGALAR PORQUE RELAGALAR SI TAMBIEN SON MIAS Y DE QUE SI ESTAS SEPARADOOO..... SI DUERMES EN OTRO APTO Y DE VEZ EN CUANDO EN EL MIO A QUE LE LLAMAS SEPARACION Y SIGO SIENDO TU MUJER CUANDO LO DESEAS CUANDO NO LO DESEAS ME ABORRESCES Y ME BLOQUEAS ENTONCES A QUE LE LLAMAS SEPARADOS.... QUE DIGAS QUE TE COMPLICO TU VIDA BIEN SABERLO QUE ME TENGAS EN ESE COMCEPTO TE COMPLICO TU VIDA NO TE LA VOY A COMPLICAR MAS GRACIAS.**

**QUE SI NO DEBIERA IMPORTAR SI TE VAS CON OTRA O NO ES TU MANERA DE HACER LAS COSAS YA LO HACIAS EN MENSAJES QUE DE RARO TIENE QUE SI LO HICISTE VIENDO CONMIGO AHORA SOLO SEPARADO NO LO HACES?**

**JAMAS HE CAMBIADO TU MANERA DE PENSAR Y ACTUAR USTED PIENSA Y ACTUA MAL QUE ES LO CONTRARIO TE HAGO VER LAS COSAS PARA CAMBIAR MEJORAR PERO ESO QUE DICES ES JUSTIFICARTE ENTOCES NO VAS A CAMBIAR SEGUIRAS EN LO MISMO.. LO DEMAS YA TE LO EXPLIQUE ARRIBA NO VOY A VOLVER A REPETIR**

> No estamos para estar juntos , perdimos el tiempo, solom quedaron los hijos, que tengas una semana muy trabajosa y que sofy cuando se vaya a austin david la va a llevar a katy mills, que deje el

carro en donde david, que no quiero mas problemas innecesarios la vida no es eso, aprende a respetar las decisiones de tus familiares , amigos , y las de los extraños , a compartir feliz los logros de ellos y los problemas, no le añadas problemas a donde no existen ,ah y respeta que tu imaginacion esta errada.

>

SI NO ESTAMOS PARA ESTAR JUNTOS PERDISTE TU PORQUE YO NO PERDI MI TIEMPO PORQUE ME DI CUENTA QUE SI QUERIA ESTAR A TU LADO DE DESPERTAR CONTIGO A TOMAR CAFE PERO , DE TENER JUNTO Y VER CRECER JUNTO NUESTRO NIETO ESO Y MUCHAS COSAS MAS, PERO TU SI LO PERDISTE Y SABES PORQUE PORQUE NO AMAS DE VERDAD NO QUIERES DE VERDAD POR ENCIMA DE TODO ESTA TUE EGO TU EGOISMO Y TU SOBERBIA Y TU MANERA DE RESOLVER LAS COSAS SE TE ACABO TODO ESTE TIEMPO SOLO FUE UNA FALSEDAD DE FALSEDA PROMESAS DE NADA MENTIRAS PURAS MENTIRAS INTERES , Y MUCHAS COSAS QUICISTE VOLVER A JUGAR CONMGIO PORQUE ESO ES LO QUE HACES VIENES CON TU CARA DE OVEJA MANSA PARA DEMOSTRAR ALGO QUE NO ES VERDA SIGUES EN LA MISMA MENTIRA SIGES EN LO MISMO NO AMAS A NADIE A NADI NI SIQUIERA A TUS HIJOS NO ME AMAS ME TRATAS FEO NO ME AMAS NO ME QUIERES MUNCA LO HAS HECHO SIEMPRE HA SIDO UAN COODEPENDENCIA DE TENER A TU LADO ALGUIEN PARA TRATAR MAL PERO SE QUE ME UTILIZASTES UNA VEZ MAS NO ME HAS DADO NADA NO ME HAS LLEANADO DE NADA SOLO QUERIAS SABER QUE ME TENIAS AQUI CUANDO TU QUIESIERAS ESTAR AQUI PERO ES MENTIRA MIS HIJOS TODOS ME DIJERON NO CREAS NO TE ILUSIONES Y SI ME ILUSIONE PORQUE SIEMPRE ES LO MISMO PERO BIEN SABER ESTO TODO LO ESCRITO LO HE COMPARADO CON LOS DE HACE UN ANO ES LO MISMO LAS MISMAS PALABRAS LOS MISMAS COSAS DE MI Y SI MEJOR NO ESTAMOS PARA ESTAR JUNTOS 28 ANOS SI FUERON PORQUE YO LO QUIZE Y UN ANO DESPUES DE VER Y QUERER OTRAS COSAS SIGUES SIENDO IGUAL A TI NO TE VA A CAMBIAR NADA NI SIQUIERA EL AMOR DE TU NIETO.

SEGUIRE MI VIDA COMO LA TENIA TRANQUILA Y SIN PROBLEMAS RESOLVIA SOLA SIN LA AYUDA TUYA Y SEGUIRE EN MIS PLANES PORQUE PODRA CAMBIAR EL PLAN MAS NO LA META .

CUIDATE Y SABES QUE DEJA LAS COSAS MIAS DE LOS MUEBLES ACA CUANDO ME VAYA ME LAS LLEVO PERO SE QUE LO MAS VALIOSO TE LO LLEVASTES PERO BIEN SON TUS COSAS

> feliz mañana

**FELIZ NOCHE FERNANDO**

> carmen

>

> <IMG-4080.JPG>

> <IMG-4081.JPG>

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**Fwd: Buenas**

fercho <fernandoespitia@gmail.com>

Mar 18/05/2021 7:48 PM

Para: BAÑOS MORALES <hember70@hotmail.com>

----- Forwarded message -----

De: **carmen Barrios** <carmenbarrios0809@hotmail.com>

Date: dom, 31 may 2020 a las 1:25

Subject: Buenas

To: fercho <fernandoespitia@gmail.com>

Cc: carmen Barrios <carmenbarrios0809@hotmail.com>

Noches espero estés bien

Fernando este mensaje no es para discutir

Ya pasó Mucho tiempo desde que sucedió lo ultimo y nos separamos

Solo quiero que sepas que en este momento lo mejor es el divorcio espero estés de acuerdo con esto

No es exactamente lo que Yo quería pero sé que entre los dos ya no habrá más nada y lo mejor para

Los dos es el divorcio, espero que estés de acuerdo conmigo y que esto no se convierta en un problema más y una pelea más que las cosas se hagan para bien de los dos, que ninguno de los dos salga perdiendo nada que seamos justos y que sin problema por el bien de los hijos que tuvimos se haga bien .

No es una amenaza es una decisión tomada

Agrádezco tu comprensión

Carmen

Enviado desde mi iPhone

**Fwd: Barba , bigotes y cañas**

fercho &lt;fernandoespitia@gmail.com&gt;

Mar 18/05/2021 7:47 PM

Para: BAÑOS MORALES &lt;hember70@hotmail.com&gt;

----- Forwarded message -----

De: **carmen Barrios** <carmenbarrios0809@hotmail.com>

Date: dom, 31 may 2020 a las 18:21

Subject: Re: Barba , bigotes y cañas

To: Fercho Espitia &lt;fernandoespitia@gmail.com&gt;

Pedir perdón de que ? Acaso usted me ha pedido perdón a mi de todo lo que me has hecho lo que me has quitado lo que me decías lo mal que me tratabas la infidelidad de tus ex por mensaje de messenger ah dime pedirte perdón de que ? De preguntarte qué si tanto te fastidiabas por qué seguías con migo ? de eso de que en una pelea te metas y de la nada Yo soy lo peor de eso te debo pedir perdón pues no te voy a pedir perdón de nada por qué no eres Dios ni la Virgen María para hacerlo no te hice nada lo que pasó fue una pelea de muchas que por digno preferiste irte ,no le voy a pedir perdón a una persona que lo único que ha hecho es hacerme daño de quitarme mis cosas de dejarme sin nada de insultarme una vez más no te voy a pedir perdón de que me gritaras muchas veces que Ojalá y me muriera crees que te debo pedir perdón no señor primero analiza lo que me hizo por muchos años y lo último como te fuiste y te llevabas las cosas que me dejaste una vez más sin cama que te pedí que no te la llevaras que no escatimasteis en llevarte hasta el filtro del café que me dejaste sin nada de las cosas que te mande a comprar ah y que gritaste que era una basura crees que te debo pedir perdón pues no te voy a pedir perdón por qué usted decidió irse si bien es cierto que te dije cosas pero aún es decir y otra es querer y también te dije no te vayas y que me dijiste Yo tengo dignidad eso puedo más que lo que realmente querías conmigo

Pedir perdón de que solo prefieres lo material lo suyo lo tuyo lo que compraste por encima de una relación de 29 años ahora eso quiere que te pida perdón pues no te mereces ningún perdón de mi parte y Tampoco te pediré perdón por qué nada de lo que te haya dicho se comprar con lo que usted si me ha hecho así es que si tienes razón no te escribo más nunca

Por qué de aquí en adelante lo que se espera de usted serán más insultos

Y si te pedí perdón una sola vez en Cartagena por qué si reconocí que no estabas en el problema pero acá si provocaste con tu hija el problema así es que no es que me justifique es la verdad y más bien busca a Dios y pídele perdón de gritarme que me muriera eso me lo has gritado por muchos años pero aquí sigo para mal para ti

Y si chao ayer consideré que sin discutir manejáramos un divorcio y sales con tus mensajes a recordar y videos

No habrá más email de mi parte

Buenas noches

Enviado desde mi iPhone

El may. 31, 2020, a la(s) 5:39 p. m., Fercho Espitia <[fernandoespitia@gmail.com](mailto:fernandoespitia@gmail.com)> escribió:

Chao, definitivamente chao, sigue haciendo lo mismo y ese es tu problema. Crees que los demás comen jabón, espero que algún día reflexiones, no me escribas más. Tu eres la que en ves de pedir perdón a todos, crees que los demás deben justificarte. Carmen no me escribas más.

Enviado desde mi iPhone

El may. 31, 2020, a la(s) 4:47 p. m., fercho <[fernandoespitia@gmail.com](mailto:fernandoespitia@gmail.com)> escribió:

No debisteis molestarte por la empanada en cgena, no debisteis molestarte por lo que dijo Sofia, ni la insultada por lo que sea en cgena en ese apto, no debisteis llamarme a hecharme, el resto es tu justificación.

Que al final es lo que no acepto , te justifica de tus acciones , porque no debisteis hacerlo, antes debes pensar en lo que haces. Toda reacción tiene consecuencias y edo es lo que debo evitar

El El dom, may. 31, 2020 a la(s) 1:06 p. m., carmen Barrios <[carmenbarrios0809@hotmail.com](mailto:carmenbarrios0809@hotmail.com)> escribió:

Aclarado buen punto

Con respecto a que no lo hablamos si recuerdo que lo hablamos y muchas veces

En tu antiguo apartamento, en tu cama , en el hospital cuando Dsvid estuvo siempre se habló y se pactó no pelea ni insultos no falta de respeto y aún más no tratar de cambiar lo que ya estaba todo eso se habló ,también de no permitir que ningún problema de los hijos se tomara de uno que cada uno resuelva eso sin interferir en nada por qué ? Por qué con los hijos se pelea pero al final del día ellos siempre para bien o para mal terminan aceptando su equivocación así como sofia lo hizo acepto que no debió decir lo que dijo sabiendo que podía provocar un malestar y terminó disculpándose por lo que sea que se disgusten los papás con sus hijos ninguno de los dos debía tomar ese disgusto a la pareja y qué hicisteis le diste la razón a ella y empezaste también a insultar y eso me dio mucha rabia por qué me di cuenta que una vez más venías con lo mismo En fin el pasado ya pasó sofia y Yo manéjanos una buena relación hoy día Y tú y Yo en su etapa final

Esos puntos te los deje saber por qué también buscaba paz ,tranquilidad y aprovechar ese año que estuvimos separado para rescatar ese tiempo que al final no sirvió de nada , tú jamás vas aceptar que el problema no es solo mío es de los dos



Bueno esto ya es un caso perdido hay muchas heridas que aún siguen abiertas

En cuanto al egoísmo no me enseñaste tú eso lo aprendí en mi familia en la humildad de mi casa eso lo aprendí de mis padres a no ser egoísta con nadie es más soy demasiado dadivosa con todos

No soy materialista ni interesada

Y eso no lo aprendí de ti ya venía en mi esencia

Y no asumas qué pelo con los hijos más bien analiza por qué hay diferencias con los hijos

O es que tú a tu edad no peleabas con tu mamá ? Siempre los hijos siempre van a pelear con sus padres y sabes por qué ? Por qué creen que saben más y que ya no servimos para más esa es la razón los hijos siempre van a querer tener la razón más que sus papás

Buen día 🌸

Enviado desde mi iPhone

El may. 31, 2020, a la(s) 12:44 p. m., fercho  
<[fernandoespitia@gmail.com](mailto:fernandoespitia@gmail.com)> escribió:

No entendistes e interpretaste a mal, me equivoqué en volver sin poner sobre la charla, sin conversar, la nueva base de esa unión, de volver a estar juntos, seguimos peleando y EL RESPETO Y LA CONFIANZA, Me molestó mucho.

Ya sabes, no fue después de 29, y ni hablar de los hijos, porque di mi vida por ellos desde que me fui a vivir contigo me la jugué por amor, ES estos dos últimos años desde la primera separación, es a que yo me refiero.

Bueno corregido la intención, y aclarado tu pregunta, sabes que siempre te enseñé, a ver las cosas, sin egoísmo, y aunque sigas pelear con tus hijos y demás personas, es tu problema si eso es lo que quieres.

Bye

El El dom, may. 31, 2020 a la(s) 12:34 p. m., carmen Barrios  
<[carmenbarrios0809@hotmail.com](mailto:carmenbarrios0809@hotmail.com)> escribió:

Woow

Te equivocaste de elección después de 29 años piensas así Bueno Yo no por qué por lo menos tuve mis 3 hijos y eso no es una equivocación para mi y nunca lo será y si te amaba mucho para aceptar y perdonar mucho y tolerar más de lo que una mujer puede tolerar

En fin el caso es que aquí ya no hay nada que hacer no hubo propósito de tu parte del mío siempre aunque no lo notarás pero el tiempo no el de ahora el de todos los años atrás



,bueno me alegra que David te haga ver lo que es el amor así  
eras con tus hijos pequeños y es un amor incondicional y  
desinteresado

Buen día  
Fernando

Enviado desde mi iPhone

El may. 31, 2020, a la(s) 11:14 a. m., fercho  
<[fernandoespitia@gmail.com](mailto:fernandoespitia@gmail.com)> escribió:

JAJAJAJA.

la verdad si me los voy a dejar, un día lo pensé y  
voy a aprovechar esta cuarentena para ver como  
termina mi barba, y de verdad te voy a contestar  
tu segundo email, aunque te ame , y seas la  
dueña de mi corazon , solo si eso deseas lo firmo,  
asi puedes ser feliz sola o con otra persona,  
yo prefiero y quiero estar en paz , tranquilo, no  
enojarme por pendejadas, ni ser rencoroso,ni  
cojer mas rabias por contradicciones, con mi nieto  
he descubierto lo que realmente es el amor, es  
incondicional y solo busca el bienestar del ser  
querido.

te envio algo de donde creo que al leer o ver  
noto que me equivoque de eleccion, nada va a  
cambiar y ese proposito comun no se dialogo.

<https://youtu.be/U03KIlqRzxl>

<https://youtu.be/z8A6levPyck>

feliz dia

Carmen

El sáb., 30 may. 2020 a las 23:50, carmen Barrios  
(<[carmenbarrios0809@hotmail.com](mailto:carmenbarrios0809@hotmail.com)>) escribió:

😘😘😘😘😘😘😘😘😘😘😘😘

Enviado desde mi iPhone

**Fwd: ME VOY DE TEXASSS**

fercho <fernandoespitia@gmail.com>

Mar 18/05/2021 7:45 PM

Para: BAÑOS MORALES <hember70@hotmail.com>

----- Forwarded message -----

De: **carmen Barrios** <carmenbarrios0809@hotmail.com>

Date: sáb, 13 jun 2020 a las 19:31

Subject: ME VOY DE TEXASSS

To: [fernandoespitia@gmail.com](mailto:fernandoespitia@gmail.com) <[fernandoespitia@gmail.com](mailto:fernandoespitia@gmail.com)>, Sofía Espitia B  
<[sofiaespitiab@hotmail.com](mailto:sofiaespitiab@hotmail.com)>, carmen Barrios <[carmenbarrios0809@hotmail.com](mailto:carmenbarrios0809@hotmail.com)>

BUENAS EN 2 MESES ME VOY DE TEXAS POR LO TANTO LES AVISO CON TIEMPO  
FERNANDO QUE MANDE A BUSCAR CON ALGUIEN EL COEMEDOR SUYO QUE ESTA DBAJO DE LA CAMA  
DE SOFIA Y EL DRESER QUE DEJO EN MI HABITACION  
Y A SOFIA LO QUE ES DE ELLA

VOY A ENTREGAR ESTE APTO EN DOS MESES Y NO ME VOY A LLEVAR LO QUE NO ES MIO  
CON TIEMPO AVISO PARA QUE DESPUES NO DIGAN QUE NO AVIESE AUNQUE NO ES EL PROTOCOLO  
ASI ES QUE YO SI AVISO CON TIEMPO  
AGRADEZCO AVISEN  
CARMEN ELENEA BARRIOS HERNANDEZ

**Carmen E. Barrios**  
**Administradora de Empresas**  
**Houston, TX.**  
**281 854 -9289**





**Gustavo Sands Martelo**

ABOGADO  
UNIVERSIDAD LIBRE DE COLOMBIA  
UNIVERSIDAD DE MEDELLÍN  
CORPORACIÓN TECNOLÓGICA DE BOLÍVAR

DIPLOMADO EN RESPONSABILIDAD CIVIL  
CONTRACTUAL Y EXTRA CONTRACTUAL

Doctora  
EUDENIS CASAS BERTEL  
NOTARIA SEGUNDA DEL CIRCULO DE CARTAGENA  
E. S. D.

FERNANDO ESPITIA PEREA, mayor de edad, domiciliado y residenciado en la ciudad de Cartagena, identificado como aparece al pie de mi respectiva firma, respetuosamente comparezco ante Usted para manifestarle que estoy otorgando poder especial, amplio, suficiente y todo cuanto en derecho sea necesario al Dr. GUSTAVO SANDS MARTELO, abogado en ejercicio, identificado con la C.C. N°. 9.089.976 de Cartagena y T.P. N°. 30-534 del C.S. de la J., para que presente DEMANDA DE CESACION DE LOS EFECTOS CIVILES DE MATRIMONIO CATOLICO POR MUTUO ACUERDO, CONJUNTAMENTE CON LA DISOLUCION DE LA SOCIEDAD CONYUGAL, con la señora CARMEN ELENA BARRIOS HERNANDEZ, mayor de edad, domiciliada y residenciada en la ciudad de Cartagena, identificada con la C.C. N°. 45.478.737 de Cartagena.

Mi apoderado queda ampliamente facultado para recibir, firmar, transigir, desistir, renunciar, conciliar, sustituir, reasumir y todo cuanto en derecho sea necesario para la defensa de mis intereses.

Atentamente,

FERNANDO ESPITIA PEREA  
C.C. N°. 73076522 cgeon

ACEPTO: GUSTAVO SANDS MARTELO  
T.P. N°. 30-534 del C.S.J.

<b>PRESENTACION PERSONAL</b>	
Ante el Notario Segundo del Circulo de Cartagena fue presentado personalmente este documento por <u>FERNANDO ESPITIA PEREA</u> con	
C. de C. No.	<u>73.076.522</u>
Cartagena	<u>04 JUN 2003</u> <u>CF</u>
Notaria Segunda Principal	





**Gustavo Sands Martelo**

ABOGADO  
UNIVERSIDAD LIBRE DE COLOMBIA  
UNIVERSIDAD DE MEDELLÍN  
CORPORACIÓN TECNOLÓGICA DE BOLÍVAR

DIPLOMADO EN RESPONSABILIDAD CIVIL  
CONTRACTUAL Y EXTRACONTRACTUAL

Doctora  
EUDENIS CASAS BERTEL  
NOTARIA SEGUNDA DEL CIRCULO DE CARTAGENA  
E. S. D.

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Atentamente,

FERNANDO ESPITIA PEREA

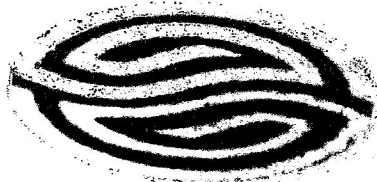
C.C. N°. 73076522 cgen.

ACEPTO: GUSTAVO SANDS MARTELO  
T.P. N°. 30-534 del C.S.J.

PRESENTACION PERSONAL	
Ante el Notario Segundo del Circulo de	
Cartagena fué presentando personalmente	
este documento por <u>Fernando Espitia Perea</u>	
<u>ESPITIA PEREA</u>	con
C. de C. No. <u>73.076.522</u>	
Cartagena	de <u>10</u> de <u>Julio</u> de <u>2017</u>
Notaria Segunda Principal	







# STREAMSONG

Resident(s): \_\_\_\_\_

Your new address will be:  
21077 Kingsland Blvd # 4226  
Katy, Texas 77450

Date of Move In: 11/

Approximate Time: \_\_\_\_\_

- ✓ After the third day, your request to cancel your move-in must be provided to us in writing and your deposit may/may not be refundable.
- ✓ Lease holders must provide confirmation that electric service has been established before keys can be released.
- ✓ Streamsong requires that all new residents provide proof of all personal liability insurance coverage as a condition of tenancy. The mandatory \$100,000 personal liability coverage is intended to cover injuries and damages caused by resident negligence.
- ✓ All move-in orders must be paid by Money Order, or Cashier's Check.
- ✓ All leaseholders must sign lease before keys will be released.

Please contact the following utilities and advise them to transfer your utilities to your name. Upon approval of your application, please obtain the account numbers below. These numbers must be obtained prior to moving in. *Preferred business partners:*

Reliant Energy

(866) 222-7100

AT&T / Brandon

(832) 410-0030

Burmove Moving / Dawda

(281) 988-9700

## Moving Checklist

Did you remember to do the following?

- Call for Electrical Services (Account Number: \_\_\_\_\_)  
\*\* Don't forget to bring this with you at move-in !!!
- Obtain renter's insurance (min. requirement is \$100,000 personal liability coverage)  
(Policy Number: \_\_\_\_\_)  
\*\* Don't forget to bring this with you at move-in !!!
- Fill out application for Telephone Service
- Fill out application for Internet and/or Cable Service
- Change address with US Postal Service
- Order new checks for your checking account with new address
- Go online and update our Driver's License with your new address
- Call for mover's/moving truck

\*\*Don't forget to contact your family and friends!  
I agree to the above terms of Move-In.

Thank you for choosing our community as your new home.

The following information will be utilized to determine eligibility for leasing at our community:

## LEASING CRITERIA

### OCCUPANCY STANDARD

- 1) Maximum occupants allowed: (2) persons per bedroom, with (1) infant under six months of age.

### SALARY REQUIREMENT

- 1) Gross salary must meet 3x the monthly apartment rent.

### EMPLOYMENT

- 1) 6-months of verifiable employment
- 2) Current employment MUST be verified.

### RENTAL HISTORY

- 1) 6-months of verifiable rental history

#### THE FOLLOWING WILL RESULT IN AUTOMATIC REJECTION OF APPLICATION:

- Currently delinquent in rent or other amounts due.
- Under current eviction process.
- Prior eviction for lease default and/or any other lease violations.
- Three or more delinquent notices for non-payment of rent within a six month period.

### CREDIT

- 1) Credit history will be reviewed.
- 2) Guarantors accepted for financial obligation only.

### ROOMMATES

- 1) Each occupant must submit an application and qualify separately.

#### CRIMINAL HISTORY THE FOLLOWING WILL RESULT IN AUTOMATIC REJECTION OF APPLICATION:

- The occurrence of a felony (individuals age 17 and over) during the last (7) years.
- Pending felony charges.
- Any felony dismissed or otherwise on record.
- Deferred adjudication of any felony charge.
- Violent, sex-related, or drug-related misdemeanors.

#### DISCRETIONARY APPROVAL OR REJECTION FOR APPLICANTS AND OCCUPANTS (AGE 17 AND OVER) WITH A NON-VIOLENT CRIMINAL HISTORY THAT OCCURRED MORE THAN (7) YEARS PREVIOUSLY.

**DISCLAIMER:** The property owner, through its managing agent, will make reasonable efforts to verify information contained on the rental application to determine if the applicant meets the minimum leasing criteria. If information is not available, then the application may not meet all leasing criteria and the application may be refused. The property owner may refuse an application for any reason which is not discriminatory or in violation of law. It is possible that not every resident at this property meets these criteria because many residents lived at this property prior to the installation of these criteria. The property and the management company are diligent in attempting to discover any and all items listed on the criteria. The Property Owner reserves the right to modify its leasing criteria at any time without notice.

### REPORTING AGENCIES

Transunion 1-800-888-4213

Equifax 1-888-567-8688

Experian 1-888-397-3742

I have read and/or been explained the above leasing criteria. I understand my application may be rejected based on negative information received in any of the above categories.

Applicant Signature

Additional Applicant Signature

Guarantor Signature

Date

10-22-2017



## PRIVACY POLICY AND PERSONAL INFORMATION OF RENTAL APPLICANTS AND RESIDENTS

We are dedicated to protecting the privacy of your personal information, including your Social Security Number and other identifying or sensitive personal information. Our policy and procedures are designed to help ensure that your information is kept secure, and we work to follow all federal and state laws regarding the protection of your personal information. While no one can guarantee against identity theft or the misuse of personal information, protecting the information you provide us is a high priority to our company and staff. If you ever have concerns about this issue, please feel free to share them with us.

**How personal information is collected:** You will be asked to furnish some of your personal information when you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

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

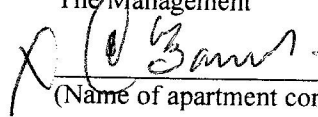
**How the information is protected and who has access:** We allow only authorized persons to have access to your personal information, and we keep documents and electronic records containing this information in secure areas and systems.

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

**Locator services:** If you found us through a locator service, please be aware that locator services are independent contractors and are not our employees or agents – even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their own privacy policies.

Thanks,

Tarantino Properties, Inc.,  
The Management

  
(Name of apartment community).

 10-22-2017  
Date

## Construction Addendum

Apartment # \_\_\_\_\_

We are very excited about you making your new home at Streamsong Apartments.


Please be advised that you will be moving into your new apartment home during our construction period. There will be delays and inconveniences that may occur, and certain situations that you must be aware of:


1. There will be some inconvenience associated with construction and we do apologize in advance for them.
2. Due to scheduling and amenity locations, some amenities may not be available for use when you take occupancy of your new home. We will keep you informed as amenities become available.
3. The dates for move-in are tentative and subject to change, please keep this in mind when giving your notice to vacate your current residence.
4. We will not be responsible for the cost of temporary housing or storage if your move-in date is changed.
5. Any and all specials offered are in lieu of any construction inconveniences that may occur.

It is imperative for you, as a resident(s), to be aware of the above, and in the event you have visitors/guests to educate them on these matters as well. We don't want to see anyone (especially precious little ones) hurt! Please be careful and try to stay away from all construction areas. We will make every effort in accommodating your needs.

We appreciate your patience with us during the construction phase. We are doing our best to make things as pleasant as possible for you. If you have any questions and/or concerns we are always here to help.

I have fully read and understand the above information, the possible hazards during the construction period; and my responsibility to educate and supervise my children/guests to all of the above.

  
X Applicant Signature

 10-22-2017  
X Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Owner's Representative





TEXAS APARTMENT ASSOCIATION  
MEMBER

# Rental Application for Residents and Occupants

Each co-resident and each occupant over 18 must submit a separate application.  
Spouses may submit a joint application.

Date when filled out: 10

Full name (exactly as on driver's license or gov't ID card):

CARMEN E BARRIOS HERNANDEZ

Your street address (as shown on your driver's license or gov't ID card):

1406 GREENWAY VILLAGE DR KATY TX 77494

Driver's license # and state:

OR gov't photo ID card #: 35550451

Former last names (maiden and married):

Social Security #: 674927378 Birthdate: 08-16-1967

Ht.: 5-6 Wt.: 170 Sex: F Eye color: brown Hair: gray

Marital Status: ☐ single ☒ married ☐ divorced ☐ widowed ☐ separated

U.S. citizen? ☐ Yes ☒ No Do you or any occupant smoke? ☐ Yes ☒ No

Will you or any occupant have an animal? ☐ Yes ☒ No

Kind, weight, breed, age:

Current home address (where you now live):

1406 GREENWAY VILLAGE DR Apt. #

City/State/Zip: KATY TX 77494

Home/cell phone: (281) 8549289 Current rent: \$ 1700

E-mail address: CarmenBarrios0809@hotmail.com

Apartment name:

Name of owner or manager: ROZA CZAPICKI

Their phone: 2819613724 Date moved in: 08-09-2014

Why are you leaving your current residence?

too BIG - kids are in college

Previous home address (most recent):

1406 GREENWAY VILLAGE DR Apt. #

City/State/Zip: KATY TX 77494

Apartment name:

Name of owner or manager:

Their phone: Previous monthly rent: \$

Date you moved in: Date you moved out:

Current employer: Insurance Agent

Address: CarmenBarrios0809@hotmail.com

City/State/Zip:

Work phone: ( )

Position: Insurance Agent

Your gross monthly income is over: \$ 3500

Date you began this job: 08-10-2015

Supervisor's name and phone: Luis Campa 3613963357

Previous employer (most recent):

Address:

City/State/Zip:

Work phone: ( )

Position:

Gross monthly income was over: \$

Dates you began and ended this job:

Previous supervisor's name and phone:

Your bank's name:

City/State/Zip:

List major credit cards:

Other non-work income you want considered. Please explain:

Past credit problems you want to explain. (Use separate page)

You must check if applicable.

Have you, your spouse, or any occupant listed in this application ever:

☐ been evicted or asked to move out?  
☐ moved out of a dwelling before the end of the lease term without the owner's consent?

Full name: FERNANDO ESPITIA PEREA

Former last names (maiden and married):

Social Security #: 204-173782

Driver's license # and state: 35663375

OR gov't photo ID card #:

Birthdate: 11-18-1958

Ht.: 5-9 Wt.: 190 Sex: M Eye color: brown Hair: gray

Are you a U.S. citizen? ☐ Yes ☒ No

Current employer: PAUL MARTINEZ PAINTING CO.

Address: 1431 OLEOPENDALE DR

City/State/Zip: KATY TX 77450

Work phone: (832) 5241830 Cell phone: ( )

Position: ARCHITECT - AYUDANTE

E-mail address:

Date began job: 2017 Gross monthly income is over: \$ 3200

Supervisor's name and phone: PAUL MARTINEZ JR

Names of all people who will occupy the unit without signing the lease. Continue on separate page if more than three.

Name: Relationship:

Sex: DL or gov't ID card# and state:

Birthdate: Social Security #:

Name: Relationship:

Sex: DL or gov't ID card# and state:

Birthdate: Social Security #:

Name: Relationship:

Sex: DL or gov't ID card# and state:

Birthdate: Social Security #:

List all vehicles (cars, trucks, motorcycles, trailers, etc.) owned or operated by you, your spouse, or any occupant. Continue on separate page if more than three.

1. Make, model, and color:

Year: License #: State:

2. Make, model, and color:

Year: License #: State:

3. Make, model, and color:

Year: License #: State:

Were you referred? ☐ Yes ☒ No If yes, by whom?

Name of locator or rental agency:

Name of individual locator or agent:

Name of friend or other person:

Did you find us on your own? ☐ Yes ☒ No If yes, fill in information below:

☐ Internet site:

☐ Rental publication: ☐ Stopped by

☐ Newspaper: ☐ Other:

Emergency contact person over 18 who will not be living with you:

Name: DAVID ESPITIA

Address: 510 WESTGREEN BLVD

City/State/Zip: KATY TX 77450

Work phone: (281) 8703968 Home phone: ( )

Cell phone: ( ) Relationship: SON

If you die or are seriously ill, missing, or incarcerated according to an affidavit of (check one or more) ☐ the above person, ☐ your spouse, or ☐ your parent or child, we may allow such person(s) to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms, and common areas. If no box is checked, any of the above are authorized at our option. If you are seriously ill or injured, you authorize us to call EMS or send for an ambulance at your expense. We're not legally obligated to do so.

## Contemplated Lease Contract Information

To be filled in only if the Lease Contract is not signed by the resident or residents at the time of application for rental.

The TAA Lease Contract to be used must be the latest version of (**check one**): ☒ the Apartment Lease, ☐ the Residential Lease, or ☐ the Condominium/Townhome Lease, unless an earlier version is initialed by resident(s) and attached to this application. The blanks in the contract will contain the following information:

- Names of all residents who will sign the Lease Contract \_\_\_\_\_
- Name of owner or lessor **Tarantino Properties Inc. A/ F Streamsong Apartments**
- Property name and type of dwelling (bedrooms and baths) **Streamsong Apartments**
- Complete street address **21077 Kingsland Blvd**  
City/State/Zip **Katy, TX 77450**
- Names of all other occupants not signing Lease Contract (persons under age 18, relatives, friends, etc.) \_\_\_\_\_
- Total number of residents and occupants \_\_\_\_\_
- Our consent is necessary for guests staying longer than **3** days
- Beginning date and ending dates of Lease Contract \_\_\_\_\_
- Number of days' notice for termination **60**
- Total security deposit \$ \_\_\_\_\_ Animal deposit \$ **300.00**
- # of keys/access devices for \_\_\_\_\_ unit, \_\_\_\_\_ mailbox, \_\_\_\_\_ other **gate**
- Total monthly rent for dwelling unit \$ \_\_\_\_\_
- Rent to be paid: ☒ at the onsite manager's office, ☒ through our online payment site, ☐ **OR** ☐ at \_\_\_\_\_
- Prorated rent for: ☒ first month **OR** ☐ second month \_\_\_\_\_

- Late charges due if rent is not paid on or before **3rd**
- Initial late charge \$ **75.00** Daily late charge \$ **10.00**
- Returned-check charge \$ **100.00**
- Animal-rules-violation charges: Initial \$ **100.00** Daily \$ **10.00**
- The dwelling is to be ☐ furnished **OR** ☒ unfurnished.
- Utilities paid by owner (**check all that apply**): ☐ electricity, ☐ gas, ☐ water, ☐ wastewater, ☐ trash/recycling, ☐ cable/satellite, ☐ master antenna, ☐ Internet, ☐ stormwater/drainage, ☐ other \_\_\_\_\_
- Utility-connection charge \$ \_\_\_\_\_
- You are (**check one**): ☒ required to buy insurance, ☐ not required to buy insurance.
- Agreed reletting charge \$ \_\_\_\_\_
- Security-deposit refund check will be by (**check one**):  
☒ one check jointly payable to all residents (default), **OR**  
☐ one check payable and mailed to \_\_\_\_\_
- Your move-out notice will terminate Lease Contract on (**check one**):  
☒ last day of the month, **OR** ☐ exact day designated in your move-out notice.
- If the dwelling unit is a house or duplex, owner will be responsible under paragraph 12.2 of the Lease Contract for ☒ lawn/plant maintenance, ☒ lawn/plant watering, ☒ lawn/plant fertilization, ☒ picking up trash from grounds, ☐ trash receptacles.  
You will be responsible for anything not checked here.
- You will be responsible for the first \$ \_\_\_\_\_ of each repair.
- Special provisions regarding parking, storage, etc. (see attached page, if necessary): \_\_\_\_\_

## Application Agreement

- 1. Lease Contract Information.** The Lease Contract contemplated by the parties is attached—or, if no Lease Contract is attached, the Lease Contract will be the current TAA Lease Contract noted above. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information above.
- 2. Application Fee (may or may not be refundable).** You have delivered to our representative an application fee in the amount indicated in paragraph 14 below, and this payment partially defrays the cost of administrative paperwork.
- 3. Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated in paragraph 14. The application deposit is not a security deposit, but it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; **OR** it will be refunded under paragraph 10 if you are not approved; **OR** it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7, if you fail to answer any question, or if you give false information.
- 4. Approval When Lease Contract is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve your application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
- 5. Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve your application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
- 6. If You Fail to Sign Lease After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within three days after we give you our approval in person, by telephone, or by email, or within five days after we mail you our approval. If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages and terminate all further obligations under this agreement.
- 7. If You Withdraw Before Approval.** You and any co-applicants may not withdraw your application or the application deposit. If, before signing the Lease Contract, you or any co-applicant withdraws an application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to

retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.

- 8. Completed Application.** An application will not be considered completed and will not be processed until all of the following have been provided to us (**unless not checked**): ☐ a separate application has been fully filled out and signed by you and each co-applicant; ☐ an application fee has been paid to us; ☐ an application deposit has been paid to us. If no item is checked, all are necessary for the application to be considered completed.
- 9. Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed application. Your application will be considered disapproved if we fail to notify you of your approval within seven days after we have received a completed application. Notification may be in person, by mail, or by telephone unless you have specified that notification be by mail. You must not assume approval until you receive actual notice of approval.
- 10. Refund After Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits required by law to be refunded within **30** days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
- 11. Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
- 12. Notice to or from Co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
- 13. Keys or Access Devices.** We'll furnish keys and access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
- 14. Receipt.** Application fee (may or may not be refundable): \$ \_\_\_\_\_  
Application deposit (may or may not be refundable): \$ \_\_\_\_\_  
Administrative fee (refundable only if not approved): \$ \_\_\_\_\_  
Total of above fees and application deposit: \$ \_\_\_\_\_  
Total amount of money we've received to this date: \$ \_\_\_\_\_
- 15. Signature.** Our representative's signature indicates our acceptance only of the above application agreement. It does not bind us to approve your application or to sign the proposed Lease Contract.

If you are seriously ill or injured, what doctor may we notify? (We are not responsible for providing medical information to doctors or emergency personnel.)  
Name: **David Espinoza**

Important medical information in emergency: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

**Acknowledgment.** You declare that all your statements on the first page of this application are true and complete. You authorize us to verify your information through any means, including consumer-reporting agencies and other rental-housing owners. You acknowledge that you had an opportunity to review our rental-selection criteria, which include reasons your application may be denied, such as criminal history, credit history, current income, and rental history. You understand that if you do not meet our rental-selection criteria or if you fail to answer any question or give false information, we may reject the application, retain all application fees, administrative fees, and deposits as liquidated damages for our time and expense, and terminate your right of occupancy. Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer-reporting agencies and other rental-housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations. Fax or electronic signatures are legally binding. You acknowledge that our privacy policy is available to you.



TEXAS APARTMENT ASSOCIATION

M E M B E R

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: February 27, 2019  
(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):  
Fernando Espitia

and us, the owner: Haven at Westgreen Owner, LLP

(name of apartment community or title holder). You are renting Apartment No. 2116, at 510 Westgreen Blvd #2116

(street address) in Katy (city), Texas 77450 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.

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

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

3. Lease Term. The initial term of the Lease begins on the 6th day of January (month), 2019 (year), and ends at 11:59 p.m. the 5th day of February (month), 2020 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. If the number of days isn't filled in, notice of at least 30 days is required.

4. Security Deposit. The total security deposit for all residents is \$ 0.00, due on or before the date this Lease is signed. This amount [check one]: [ ] does or [x] does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by [check one]: [x] one check jointly payable to all residents and mailed to any one resident we choose, or [ ] one check payable to and mailed to Fernando Espitia (specify name of one resident).

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

5. Keys, Move-Out, and Furniture. You'll be given 1 apartment key(s), 1 mailbox key(s), and 1 other access devices for Gate. Before moving out, you must give our representative advance written move-out notice as stated in Par. 36. The move-out date in your notice [check one]: [ ] must be the last day of the month, or [x] may be the exact day designated in your notice. If neither option is checked here, the second applies. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices, unless authorized by court order. Your apartment will be [check one]: [ ] furnished or [x] unfurnished.

6. Rent and Charges. You will pay \$ 919.00 per month for rent, in advance and without demand [check one]: [x] at the onsite manager's office [x] through our online payment site [ ] at

Prorated rent of \$ 770.77 is due for the remainder of the [check one]: [x] 1st month or [ ] 2nd month, on the 6th day of January (month), 2019 (year). You must pay your rent on or before the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify. If you don't pay all rent on or before the 3rd day of the month, you'll pay the reasonable initial late charge of \$ 75.00, plus the reasonable daily late charge of \$ 10.00 per day after that date until the amount due is paid in full. You agree that these late charges are a reasonable estimate of uncertain damages to us that are incapable of precise calculation and result from late payment of rent. 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 \$ 0.00 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.

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]: [x] required to buy and maintain renter's or liability insurance (see attached addendum), or [ ] not required to buy renter's or liability insurance.

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

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

No cash is accepted. Payments made after the 3rd day of the month must be paid with certified funds only. Rent includes Parcel Pending, Trash & Pest Control.

10. Unlawful Early Move-Out And Reletting Charge. 10.1 Your Responsibility. You'll be liable for a reletting charge of \$ 743.75 (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.

DS  
Your Initials: [Signature]

DS  
[Signature]

Initials of Our Representative: \_\_\_\_\_



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

11. Security Devices.

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

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

**12. Other Utilities and Services.** Television channels that are provided may be changed during the Lease term if the change applies to all residents. You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we'll attach an addendum to this Lease in compliance with state-agency rules. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$ **50 . 00** charge (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If you're in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

Special Provisions and "What If" Clauses

13. Damages and Reimbursement.

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

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

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

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

14. Contractual Lien and Property Left in Apartment.

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

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

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

14.4 Storage.

- (A) **No duty.** We'll store property removed under a contractual lien. We may—but we have no duty to—store property removed after judicial eviction, surrender, or abandonment of the apartment.
- (B) **No liability.** We're not liable for casualty, loss, damage, or theft, except for property removed under a contractual lien.
- (C) **Charges you pay.** You must pay reasonable charges for our packing, removing, storing, and selling of any property.
- (D) **Our lien.** We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: our lien on property listed under Texas Property Code sec. 54.042 is limited to charges for packing, removing, and storing.

14.5 Redemption.

- (A) **Property on which we have a lien.** If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (see Par. 14.6(C)) is given before you seek redemption, you may redeem only by paying the delinquent rent plus our reasonable charges for packing, removing, and storing.
- (B) **Property removed after surrender, abandonment, or judicial eviction.** If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage charges, damages, etc.
- (C) **Place and payment for return.** We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

14.6 Disposition or Sale.

- (A) **Our options.** Except for animals, we may throw away or give to a charitable organization all personal property that is:
  - (1) left in the apartment after surrender, abandonment or death of a sole resident; or

DS  
Your Initials:

DS  
EM

Initials of Our Representative: \_\_\_\_\_

(2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

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

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

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

**17. Delay of Occupancy.**

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

(A) abatement of rent on a daily basis during delay, **and**

(B) your right to terminate the lease in writing as set forth below.

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

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

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

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

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

19.1 Generally. Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all

Your Initials:  Initials of Our Representative: \_\_\_\_\_



- (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 coresidents, loss of employment, bad health, property purchase, or death.

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

23. Military Personnel.

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

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

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

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

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

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

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

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

24. Resident Safety and Loss.

24.1 Disclaimer. We disclaim 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-impairment disability.

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

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

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

25. Condition of the Premises and Alterations.

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

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



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DS  
Your Initials:

EM  
Initials of Our Representative:

Initials of Our Representative: \_\_\_\_\_



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

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

**26. Requests, Repairs, and Malfunctions.**

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

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

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

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

**26.5 Our Right to Terminate.** If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 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 and dispose of personal property if we believe it causes a health or safety hazard.

**27. Animals.**

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

**27.2 Violations of Animal Policies.**

**(A) Charges for violations.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If you violate the animal restrictions or other animal

rules, you'll pay an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), you must pay for all cleaning and repair costs, including defleaing, deodorizing, and shampooing.

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

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

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

**Replacements**

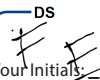
**30. Replacements and Subletting.**


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

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

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

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

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Your Initials: 

  
Initials of Our Representative: \_\_\_\_\_

Responsibilities of Owner and Resident

31. Our Responsibilities.

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

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

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

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

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

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

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

32. Default by Resident.

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

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

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

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

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

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

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

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

General Clauses

33. Other Important Provisions.

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

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Initials

Initials of Our Representative:



**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. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to."

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

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

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

When Moving Out

36. Move-Out Notice.

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

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

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

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

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

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

**40. Security Deposit Deductions and Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Par. 14; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 6 and 27; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$150) 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—whichever happens first.

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

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

DS  
Your Initials: *[Signature]*

DS  
*[Signature]*

Initials of Our Representative: \_\_\_\_\_



SUMMARY OF KEY INFORMATION

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

■ Address: **510 Westgreen Blvd #2116**

Unit # **2116**

■ Beginning date of Lease (Par. 3) **01/06/2019**

■ Ending date of Lease (Par. 3) **02/05/2020**

■ 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 **Fernando Espitia**

■ # of keys/access devices (Par. 5) for **1** unit, **1** mailbox, **1** other **Gate**

■ Your move-out notice will terminate Lease on (Par. 5): **(check one)** ☐ last day of month **OR** ☒ exact day designated in notice

■ Check here ☐ if the dwelling is to be furnished (Par. 5)

■ Check here ☐ if there is a concession addendum

■ Rent to be paid (Par. 6): **(check all that apply)** ☒ at the onsite manager's office, ☒ through our online payment site, OR ☐ at

■ Check here if included in monthly rent: ☐ garage, ☐ storage, ☐ carport, ☒ washer/dryer, or ☐ other

■ Total monthly rent (Par. 6) \$ **919.00**

■ Prorated rent (Par. 6) for **(check one)** ☒ first month **OR** ☐ second month \$ **770.77**

■ Late charges if rent is not paid on or before (Par. 6) **3rd**

■ Daily late charge (Par. 6) \$ **10.00**

■ Initial late charge (Par. 6) \$ **75.00**

■ Animal violation charges (Par. 27)

■ Returned-check charge (Par. 6) \$ **0.00**

Initial \$ **100.00** Daily \$ **10.00**

■ Monthly animal rent (if any) \$ **0.00**

■ Monthly trash / waste (if any) \$ **30.00**

■ Monthly pest control (if any) \$ **6.00**

■ Utilities paid by owner (Par. 7): **(check all that apply)** ☐ electricity, ☐ gas, ☐ water, ☐ wastewater, ☐ trash/recycling, ☐ cable/satellite, ☐ master antenna, ☐ Internet, ☐ stormwater/drainage, ☐ other

■ Utility connection charge (Par. 12) \$ **50.00**

■ You are: **(check one)** ☒ required to buy insurance **OR** ☐ not required to buy insurance (Par. 8)

■ Agreed reletting charge (Par. 10) \$ **743.75**

■ Special provisions (Par. 9): **No cash is accepted. Payments made after the 3rd day of the month must be paid with certified funds only. Rent includes Parcel Pending, Trash & Pest Control.**

Signatures and Attachments

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

☐ Access Gate Addendum

☐ Additional Special Provisions

☒ Allocation Addendum for: ☐ electricity ☒ water ☐ gas

☐ central system costs ☐ trash/recycling

☐ cable/satellite ☐ stormwater/drainage

☐ services/government fees

☒ Animal Addendum

☐ Apartment Rules or Community Policies

☐ Asbestos Addendum (if asbestos is present)

☒ Bed Bug Addendum

☐ Early Termination Addendum

☐ Enclosed Garage, Carport, or Storage Unit Addendum

☐ Intrusion Alarm Addendum

☒ Inventory & Condition Form

☐ Lead Hazard Information and Disclosure Addendum

☐ Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs

☐ Lease Contract Guaranty (guaranties, if more than one)

☐ Legal Description of Apartment (optional, if rental term longer than one year)

☐ Military SCRA Addendum

☒ Mold Information and Prevention Addendum

☐ Move-Out Cleaning Instructions

☐ Notice of Intent to Move Out Form

☐ Parking Permit or Sticker (quantity: )

☐ Rent Concession Addendum

☒ Renter's or Liability Insurance Addendum

☐ Repair or Service Request Form

☐ Satellite Dish or Antenna Addendum

☐ Security Guidelines Addendum

☐ PUC Tenant Guide to Water Allocation

☐ Utility Submetering Addendum: ☐ electricity ☐ water

☐ gas ☐ Other

☐ Other ☐ Other

☐ Other ☐ Other

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

After-hours phone number **(281) 398-5900**

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

Signed by: **Clara Michel** Date filled out (same as on top of page) **02/27/2019**

Initials: **CM** Initials of our Representative: \_\_\_\_\_

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

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

Resident initials: **FS**

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

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

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

Resident or Residents (all sign below)

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

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

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

**510 Westgreen Blvd**

**Katy, Texas 77450**

**(281) 398-5900**

LEASE ADDENDUM ADDRESSING CARRYING HANDGUNS ONSITE

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1.

**Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2116 in the Haven at Westgreen Owner, LLP Apartments in Katy, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2.

**Texas law.** Texas allows qualified people to get a license to carry a handgun in either a “concealed” or “open” fashion. However, we may restrict even licensed holders from carrying handguns on our property. If we provide notice of our policy restricting the carrying of handguns, and you do not comply, you will be in violation of the Lease and may be engaging in criminal trespass.
3.

**Community handgun carry policy.** Unlicensed persons may not carry a handgun anywhere in the apartment community, other than to transport their handguns between their apartments and their vehicles as long as handguns are not in plain view. Whether or not you hold a license under the Texas handgun licensing law, by signing this addendum, you understand and agree as follows (the specific agreements are indicated by the options that are marked):

☐

Option 1: Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun. The only exception is that we allow license holders to transport their handguns between their vehicles and their apartments.

☐

Option 2: Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly. The only exception is that we allow license holders to transport their handguns between their vehicles and their apartments.

☒

Option 3: Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter ☒ the leasing office or ☒ any common rooms/amenities of this property with a concealed handgun. (If neither is checked, concealed handguns are prohibited in both).

☒

Option 4: Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter ☒ the leasing office or ☒ any common rooms/amenities of this property with a handgun that is carried openly. (If neither is checked, openly carried handguns are prohibited in both).
4.

**General acknowledgment and agreement.** By signing this addendum, you acknowledge and agree that:

(a)

you and your occupants and guests will adhere to any of our other policies concerning handguns as set forth in the Lease or any community policies we issue;

(b)

you have been provided the apartment community’s policy or policies concerning handguns and will follow them;

(c)

you will inform all of your occupants or guests what the the apartment community’s policy or policies concerning handguns are and that they are subject to the same policy or policies as you;

(d)

you understand that a violation of this addendum will be a violation of the Lease and could be considered criminal trespass under Texas law; and

(e)

you will promptly provide written notice to us of any violations of our handgun or other weapons policies that you observe.
5.

**Assumption of risk/waiver.** By signing this addendum and taking possession of the apartment, you acknowledge and agree that:

(a)

we do not guarantee a gun-free environment at the apartment community and we cannot guarantee anyone’s safety;

(b)

no action or omission by us under this addendum may be considered a waiver of our rights, or of any subsequent violation, default, or time or place of performance, even if we have actual knowledge of, or have been provided with written notice of a violation;

(c)

our efforts to restrict the carrying of handguns at the apartment community do not in any way enlarge, restrict or otherwise change the standard of care that we would have to you or any other household in the apartment community to render any areas in the apartment community any safer, more secure, or improved as compared to any other rental property;

(d)

we disclaim any express or implied warranties that any part of the apartment community will have any higher or improved safety or security standards than any other rental property;

(e)

we cannot and do not warrant or promise that any part of the apartment community is or will be free from handguns or other weapons; and

(f)

our ability to effectively monitor or enforce this addendum depends in large part on your and your occupants’ and guests’ cooperation and compliance.

Signatures of All Residents

Signature of Owner or Owner’s Representative

February 27, 2019

Date of TAA Lease Contract

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2116 in the Haven at Westgreen Owner, LLP

- Signatures of All Residents

Signature of Owner or Owner's Representative

**February 27, 2019**  
Date of TAA Lease Contract

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

SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION

§24.121. General Rules and Definitions.

- (a) Purpose and scope. The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving submetered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safeguards for tenants.
- (b) Application. The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a submetered or allocated basis.
- (c) Definitions. The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise.
  - (1) Allocated utility service - Water or wastewater utility service that is master metered to an owner by a retail public utility and allocated to tenants by the owner.
  - (2) Apartment house - A building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium whether rented or owner occupied, and if a dwelling unit is rented, having rental paid at intervals of one month or longer.
  - (3) Customer service charge - A customer service charge is a rate that is not dependent on the amount of water used through the master meter.
  - (4) Dwelling unit - One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities; a unit in a multiple use facility; or a manufactured home in a manufactured home rental community.
  - (5) Dwelling unit base charge - A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.
  - (6) Master meter - A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.
  - (7) Manufactured home rental community - A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.
  - (8) Multiple use facility - A commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.
  - (9) Occupant - A tenant or other person authorized under a written agreement to occupy a dwelling.
  - (10) Owner - The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; a condominium association; or any individual, firm, or corporation that purports to be the landlord of tenants in an apartment house, manufactured home rental community, or multiple use facility.
  - (11) Point-of-use submeter - A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.
  - (12) Submetered utility service - Water utility service that is master metered for the owner by the retail public utility and individually metered by the owner at each dwelling unit; wastewater utility service based on submetered water utility service; water utility service measured by point-of-use submeters when all of the water used in a dwelling unit is measured and totaled; or wastewater utility service based on total water use as measured by point-of-use submeters.
  - (13) Tenant - A person who owns or is entitled to occupy a dwelling unit or multiple1 use facility unit to the exclusion of others and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.
  - (14) Utility service - For purposes of this subchapter, utility service includes only drinking water and wastewater.

§24.122. Owner Registration and Records.

- (a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.
- (b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which

construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:

- (1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or
- (2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.
- (c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any, consumed by the occupants of each unit.
- (d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.
- (e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:
  - (1) a current and complete copy of TWC, Chapter 13, Subchapter M;
  - (2) a current and complete copy of this subchapter;
  - (3) a current copy of the retail public utility's rate structure applicable to the owner's bill;
  - (4) information or tips on how tenants can reduce water usage;
  - (5) the bills from the retail public utility to the owner;
  - (6) for allocated billing:
    - (A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
    - (B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.124(e)(2) of this title (relating to Charges and Calculations); and
    - (C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;
  - (7) for submetered billing:
    - (A) the calculation of the average cost per gallon, liter, or cubic foot;
    - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
    - (C) all submeter readings; and
    - (D) all submeter test results;
  - (8) the total amount billed to all tenants each month;
  - (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
  - (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
- (g) Availability of records
  - (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
  - (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
  - (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant

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within 30 days of the owner receiving a written request from the tenant.

- (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

**§24.123. Rental Agreement.**

- (a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:
- (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
- (2) which utility services will be included in the bill issued by the owner;
- (3) any disputes relating to the computation of the tenant’s bill or the accuracy of any submetering device will be between the tenant and the owner;
- (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month’s bills for that period;
- (5) if not submetered, a clear description of the formula used to allocate utility services;
- (6) information regarding billing such as meter reading dates, billing dates, and due dates;
- (7) the period of time by which owner will repair leaks in the tenant’s unit and in common areas, if common areas are not submetered;
- (8) the tenant has the right to receive information from the owner to verify the utility bill; and
- (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24,1 24(d)(3) (related to Charges and Calculations) of this title that will be billed to tenants.
- (b) Requirement to provide rules. At the time a rental agreement is discussed, the owner shall provide a copy of this subchapter or a copy of the rules to the tenant to inform the tenant of his rights and the owner’s responsibilities under this subchapter.
- (c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.

Change from submetered to allocated billing. An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:

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

**§24.124. Charges and Calculations.**

- (a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.
- (b) Dwelling unit base charge. If the retail public utility’s rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- (c) Customer service charge. If the retail public utility’s rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.
- (d) Calculations for submetered utility service. The tenant’s submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:
- (1) water utility service: the retail public utility’s total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant’s monthly consumption or the volumetric rate charged by the retail public utility

to the owner multiplied by the tenant’s monthly water consumption;

(2) wastewater utility service: the retail public utility’s total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant’s monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant’s monthly water consumption;

- (3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant’s charge for submetered water and wastewater service, except when;
- (A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or
- (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, § 1437f); and

(4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant’s bill by calculating the tenant’s average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant’s consumption for the billing period.

- (e) Calculations for allocated utility service.
- (1) Before an owner may allocate the retail public utility’s master meter bill for water and sewer service to the tenants, the owner shall first deduct:
- (A) dwelling unit base charges or customer service charge, if applicable; and
- (B) common area usage such as installed landscape irrigation systems, pools and laundry rooms, if any, as follows:
- (i) if all common areas are separately metered or submetered, deduct the actual common area usage;
- (ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility’s master meter bill;
- (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility’s master meter bill; or
- (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility’s master meter bill.

- (2) To calculate a tenant’s bill:
- (A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:
- (i) the number of occupants in the tenant’s dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
- (ii) the number of occupants in the tenant’s dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility’s billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
- (I) dwelling unit with one occupant = 1;
- (II) dwelling unit with two occupants = 1.6;

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- (III) dwelling unit with three occupants = 2.2; or
  - (IV) dwelling unit with more than three occupants =  
2.2 + 0.4 per each additional occupant over three; or
  - (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
    - (I) dwelling unit with an efficiency = 1;
    - (II) dwelling unit with one bedroom = 1.6;
    - (III) dwelling unit with two bedrooms = 2.8;
    - (IV) dwelling unit with three bedrooms = 4 + 1.2 for each additional bedroom; or
  - (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or
  - (v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;
  - (B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the\ condominium contract;
  - (C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:
    - (i) any of the factors developed under subparagraph (A) of this paragraph; or
    - (ii) the area of the individual rental space divided by the total area of all rental spaces; and
  - (D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:
    - (i) any of the factors developed under subparagraph (A) of this paragraph; or
    - (ii) the square footage of the rental space divided by the total square footage of all rental spaces.
  - (3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.
  - (f) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.123(c) of this title (relating to Rental Agreement) and either:
    - (1) adopt one of the methods in subsection (e) of this section; or
    - (2) install submeters and begin billing on a submetered basis; or
    - (3) discontinue billing for utility services.

§24.125. Billing.

- (a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.124 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in their rental unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.
- (b) Rendering bill.
  - (1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.
  - (2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in

- the rental agreement if the owner is billing using the retail public utility's rate.
- (c) Submeter reading schedule. Submeters or point-of-use submeters shall be read within three days of the scheduled reading date of the retail public utility's master meter or according to the schedule in the rental agreement if the owner is billing using the retail public utility's rate.
- (d) Billing period.
  - (1) Allocated bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period.
  - (2) Submeter bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period. If the owner uses the retail public utility's actual rate, the billing period may be an alternate billing period specified in the rental agreement.
- (e) Multi-item bill. If issued on a multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.
- (f) Information on bill. The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:
  - (1) total amount due for submetered or allocated water;
  - (2) total amount due for submetered or allocated wastewater;
  - (3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;
  - (4) total amount due for water or wastewater usage, if applicable;
  - (5) the name of the retail public utility and a statement that the bill is not from the retail public utility;
  - (6) name and address of the tenant to whom the bill is applicable;
  - (7) name of the firm rendering the bill and the name or title, address, and telephone number of the firm or person to be contacted in case of a billing dispute; and
  - (8) name, address, and telephone number of the party to whom payment is to be made.
- (g) Information on submetered service. In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:
  - (1) the total number of gallons, liters, or cubic feet submetered or measured by point- of-use submeters;
  - (2) the cost per gallon, liter, or cubic foot for each service provided; and
  - (3) total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.
- (h) Due date. The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.
- (i) Estimated bill. An estimated bill may be rendered if a master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order; and in such case, the bill must be distinctly marked as an estimate and the subsequent bill must reflect an adjustment for actual charges.
- (j) Payment by tenant. Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.
- (k) Overbilling and underbilling. If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant's bills that included overcharges. If the overbilling or underbilling affects all tenants, an adjustment must be calculated for all of the tenants' bills. If the tenant was undercharged, and the cause was not due to submeter or point-of- use submeter error, the owner may calculate an adjustment for bills issued in the previous six months. If the total undercharge is \$25 or more, the owner shall offer the tenant a deferred payment plan option, for the same length of time as that of the underbilling. Adjustments for usage by a previous tenant may not be back billed to a current tenant.
- (l) Disputed bills. In the event of a dispute between a tenant and an owner regarding any bill, the owner shall investigate the matter and report the results of the investigation to the tenant in writing. The investigation and report must be completed within 30 days from the date the tenant gives written notification of the dispute to the owner.
- (m) Late fee. A one-time penalty not to exceed 5% may be applied to delinquent accounts. If such a penalty is applied, the bill must indicate the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease that states the percentage amount of such late penalty.

DS  
[Signature]

DS  
[Signature]



**§24.127. Submeters or Point-of-Use Submeters and Plumbing Fixtures.**

- (a) Submeters or point-of-use submeters
  - (1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.
  - (2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.
  - (3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.
  - (4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point- of-use and branch- water submetering systems.
  - (5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.
  - (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:
    - (A) an identifying number;
    - (B) the installation date (and removal date, if applicable);
    - (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
    - (D) copies of all tests; and
    - (E) the current location of the submeter or point-of-use submeter.
  - (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:
    - (A) provide evidence, at no charge to the tenant, that the submeter or point-of- use submeter was calibrated or tested within the

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





Bed Bug Addendum

Date of Lease: February 27, 2019  
(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. # 2116 at Haven at Westgreen Owner, LLP  
  
  
(name of apartments)  
or other dwelling located at  
  
(street address of house, duplex, etc.)  
(city)  
(state) (zip).

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

3. **Inspection. (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)

Owner or Owner's Representative (sign below)

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

	Date signed
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# Bed Bugs

## A Guide for Rental-Housing Residents

*(Adapted with permission from the National Apartment Association)*

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

### Bed bugs don’t discriminate.

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

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

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

### Bed bugs don’t transmit disease.

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

### Learn to identify bed bugs.

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

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

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

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

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

### Prevent bed-bug encounters when traveling.

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

### Know the bed-bug dos and don’ts.

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





INSURANCE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2116 in the Haven at Westgreen Owner, LLP Apartments in Katy, Texas.  
OR the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.  
The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. **Required insurance policy.** You understand and agree that paragraph 8 of the Lease and this addendum require Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in paragraph 1 of the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with paragraph 8 and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.

3. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provides you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at www.tdi.texas.gov may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.

4. **Default.** You understand and agree that your failure to comply with either the requirements specified in paragraph 8 of the Lease, this addendum, or both is a material breach by you of the Lease and a default under paragraph 32.1(B) of the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by paragraph 8 of the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of \$ \_\_\_\_\_ (which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance addendum). Owner will agree to forego commencement of an eviction based upon non-compliance with this addendum for a one-month period, during which you shall come into compliance with this addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies under this paragraph for any subsequent months. The foregoing payment is due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF SAID AMOUNT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS SUMMARIZED IN PARAGRAPH 2 OF THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED IN THIS PARAGRAPH, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in this Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

**NOTICE TO RESIDENT:** YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]

\_\_\_\_\_  
Signatures of All Residents  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative  
February 27, 2019  
\_\_\_\_\_  
Date of TAA Lease Contract



Mold Information and Prevention Addendum

Date of Lease: February 27, 2019  
(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 # 2116

at Haven at Westgreen Owner, LLP

(name of apartments)

or other dwelling located at

(street address of house, duplex, etc.)

City/State/Zip where dwelling is located:

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

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

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

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

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

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

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

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

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

Resident or Residents (all sign below)

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

Owner or Owner’s Representative (sign below)

Date signed





Inventory and Condition Form

Resident's Name: **Fernando Espitia**Home #: ( )Work #: ( )

Resident's Name: Home #: ( )Work #: ( )

Resident's Name: Home #: ( )Work #: ( )

Resident's Name: Home #: ( )Work #: ( )

Resident's Name: Home #: ( )Work #: ( )

Resident's Name: Home #: ( )Work #: ( )

Apartment Community Name: **Haven at Westgreen Owner, LLP**

or Street Address (if house, duplex, etc.): Apt. # **2116**

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

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

Living Room

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Lamps, bulbs

Water Stains or mold on walls, ceilings or baseboards

Other

Kitchen

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Cabinets, drawers, handles

Countertops

Stove/oven, trays, pans, shelves

Vent hood

Refrigerator, trays, shelves

Refrigerator light, crispener

Dishwasher, dispensers, racks

Sink/disposal

Microwave

Plumbing leaks, water stains or mold on walls, ceilings or baseboards

Other

General Items

Thermostat

Cable TV or master antenna

A/C filter

Washer/dryer

Garage door

Ceiling fans

Exterior doors, screens/screen doors, doorbell

Fireplace

Other

Dining Room

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Halls

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Exterior (if applicable)

Patio/yard

Fences/gates

Faucets

Balconies

Other

Bedroom (describe which one):

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light Fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other



Bedroom (describe which one):

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Bath (describe which one):

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Exhaust fan/heater

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Sink, faucet, handles, stopper

Countertops

Mirror

Cabinets, drawers, handles

Toilet, paper holder

Bathtub, enclosure, stopper

Shower, doors, rods

Tile

Plumbing leaks, water stains or mold on walls, ceilings or baseboards

Other

Half Bath

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Exhaust fan/heater

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Sink, faucet, handles, stopper

Countertops

Mirror

Cabinets, drawers, handles

Toilet, paper holder

Bathtub, enclosure, stopper

Shower, doors, rods

Tile

Plumbing leaks, water stains or mold on walls, ceilings or baseboards

Other

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

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

Resident or Resident's Agent:

Date of Signing:

Owner or Owner's Representative:

Date of Signing:

Bedroom (describe which one):

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Bath (describe which one):

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Exhaust fan/heater

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Sink, faucet, handles, stopper

Countertops

Mirror

Cabinets, drawers, handles

Toilet, paper holder

Bathtub, enclosure, stopper

Shower, doors, rods

Tile

Plumbing leaks, water stains or mold on walls, ceilings or baseboards

Other

Safety or Pest-Related Items (Put "none" if item does not exist)

Door knob locks

Keyed deadbolt locks

Keyless deadbolts

Keyless bolting devices

Sliding door latches

Sliding door security bars

Sliding door pin locks

Doorviewers

Window latches

Porch and patio lights

Smoke alarms (push button to test)

Other detectors

Alarm system

Fire extinguishers (look at charge level—BUT DON'T TEST!)

Garage door opener

Gate access card(s)

Other

Pest-related concerns

Date of Move-In:  
or Date of Move-Out:

V998b57197



LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

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

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. 2116 in the Haven at Westgreen Owner, LLP Apartments in Katy, Texas

**OR**  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

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

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative

February 27, 2019  
\_\_\_\_\_  
Date of TAA Lease Contract



Security Guidelines for Residents  
Addendum

Date of Lease: **February 27, 2019**  
(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. # 2116 at Haven at Westgreen

Owner, LLP

(name of apartments)

or other dwelling located at \_\_\_\_\_

(street address of house, duplex, etc.)

City/State where dwelling is located \_\_\_\_\_

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

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.

- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure locks, latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your unit when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 11 of the Lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices, smoke alarms and other detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke alarms and other detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.

Resident or Residents (all sign below)

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

Owner or Owner's Representative (sign below)

\_\_\_\_\_  
Date signed

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







MISSION STATEMENT

Our mission is to exceed the expectations of our investors, residents and employees. We accomplish this by partnering with great people who conduct business with integrity, responsiveness, attention to detail and an unwavering desire to always learn, grow and improve.

Resident(s): Fernando Espitia

Apartment Number: 2116

Community Policies & Lease Addendum

Thank you for choosing a community managed by CAF Management. It is our desire that your residence with us be comfortable and rewarding, and as a result, you will elect to remain with us during the coming months.

In an effort to eliminate any misunderstanding concerning the obligations of and/or representations made by CAF Management, the ownership of the community, or any employee of either entity, we are requesting that you carefully read the contents contained herein and signify your complete understanding by signing the last page of this document.

By signing this document, you fully acknowledge that you have read and do understand each and every paragraph contained herein. Your occupancy of the apartment home you have selected is contingent upon your understanding and acknowledgment of this statement. *Do not sign this disclosure if you do not understand any portion of it or if you are in disagreement with any statement contained herein.*

PREFACE

The following items are policies by which this community is operated. They are based on the belief that consideration of others and respect for this owner's property is important. These policies and procedures are an addendum to and are referred to in your Rental Agreement. Violation of any of these policies can result in termination of your 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 consistent and fair treatment of all residents in the spirit of these laws. The team at your community has a legal obligation to treat each individual in a consistent manner. Please do not place 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

All policies in these community policies apply to residents, occupants, and their guests. Please remember your neighbors and help us maintain a quiet, clean community environment.

COMMUNITY STANDARD OF OCCUPANCY

All new residents in your apartment community meet the same non-discriminatory qualification standards based on income, employment, credit, and rental history. The term "occupant" refers to all adults and children in an apartment home. If the number of occupants in your apartment home changes for any reason, please contact the management office immediately.

OCCUPANCY

The maximum numbers of residents permitted to dwell in an apartment is dependent on the floorplan size.

- Efficiency and One bedroom/One Bath – No more than 2 people
- Two bedroom/One or Two bath – No more than 4 family members or 2 non-family members
- Three bedroom/Two Bath – No more than 6 family members or 3 non-family members
- Fours bedroom/3 Bath – No more than 8 family members or 4 non-family members

SECURITY DISCLOSURE STATEMENT

Neither CAF Management, the ownership of the community, nor any employee of either entity, makes any guarantee of, or provides any warranty for your personal security or safety or for the security or safety of your family, guests or for the security of personal property in the possession of or owned by any of those persons.

Neither CAF Management, the ownership of the community, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not) or controlled access gates, which will guarantee or warrant your personal security or safety or the security or safety of your family, guests or the security of personal property in the possession of or owned by any of those persons. This statement is true, even in the event that one or more of the above noted devices may be present or in use at the property that you will reside in.

In the event of a security related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact the management office and advise them of the problem. You

acknowledge that neither employee of either entity has any obligation to respond to call relating to security. The employees of the community, the management company and the ownership are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.

It is understood that neither CAF Management, the ownership of the community, nor any employee of either entity, have any obligation to install any device such as intrusion alarms, access gates, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present on the property, there is no obligation on the part of CAF Management, or the owners of the community, to continue the use of the device or to continue any patrol personnel or patrol service.

It is understood that if the property is equipped with any device, such as intrusion alarms or access gate systems, that there is no representation or warranty as to the reliability of the equipment or as to the effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your family or guests or the security of personal property in the possession of or owned by any of those persons.

*Further, by signing this document, you acknowledge that you have received complete instructions of the proper operation of any and all devices that may be installed in your apartment or in your community such as an intrusion alarm or gate access system. If you have not received such instruction or if you do not completely understand the operation of such device that may be present in your apartment or located on our community, do not sign this statement.*

The repair and maintenance of any device, such as intrusion alarms or access gate systems, that may be present in your apartment or located on the property is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, you must notify the community management office in writing about the problem. The management office will then contact the appropriate party to effectively repair or replace. You acknowledge and understand that neither CAF Management, the ownership of the community nor any employee of either entity may have the expertise or equipment to repair any device that may be located in your apartment or located on the property, such as an intrusion alarm or access gate system. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.

Any requests for service of item such as door and window locks must be made in writing to the community management office, so that there is a clear record of the request for both maintenance and management personnel.

You are required to purchase proof of liability insurance in coverage of \$100,000 to protect your personal possessions in the event of a loss. It is also required that you name the property as additional interested party. Neither CAF Management, the ownership of the community, nor any employee of either entity is responsible for your personal possessions, whether inside or outside of the apartment home.

I have carefully read the attached Security Guidelines for Residents and acknowledge receipt of one or more copies of these guidelines.

I hereby release owner, CAF Management, the owners of the property, and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any claim whatsoever, with respect to any personal injury, property damage or death, which is in any way related to my reliance on any of the devices and/or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

Payment of Rent

General Policies:

- Payment is to be made by personal check, certified check, cashier's check, or money order.
- We do not accept cash or third party checks under any circumstances.
- Roommates need to submit one personal, certified or cashier's check for the payment of rent. Unfortunately, we cannot accept two individual payments for rent for one apartment.
- **Rent is due on the first and is late on the 3<sup>rd</sup>. Late fees will commence on the 4<sup>th</sup>.**

- All payments received after the 3rd of the month must be made in the form of a certified check, cashier’s check or money order. All checks and money orders are to be made payable to **Haven At Westgreen**. **If the third of the month falls on a weekend or holiday, the same conditions apply.**
- **Please put your apartment number on the check or money order.**
- **If the bank, for any reason, returns a check, the check will not be re-deposited.** A charge of **\$50** will be incurred, as well as any late fees that apply up to and including the date that the replacement funds are paid in full.
- Non-sufficient fund checks can only be cleared with a certified check, cashier’s check or money order. **Future rental payments after two non-sufficient fund checks can only be paid with a money order, certified check or cashier’s check.**

Patios and Balconies

General Policies:

- Only plants and patio furniture are allowed on patios and balconies. Any play furniture/toys/equipment must not be in view on patios and balconies. Bicycles are allowed to be neatly stored on balconies.
- Satellite dishes are permitted with prior written permission, \$100.00 deposit, proof of renter’s insurance and signed TAA satellite addendum *(See the management office for further information).*
- No motorcycles are allowed to stand in or on balconies, patios, breezeways, and courtyard areas or under stairs.
- No items, such as: laundry, clothing, rugs or flags 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.
- Personal items are not permitted in the outside walkways, breezeways or under stairs.
- The use or storage of barbecue grills on patios, balconies, walkways, breezeways, etc. is prohibited unless allowed by city ordinance.

Vehicles and Parking

General Policies:

- When entering or leaving the community, you are requested to operate your vehicle at a speed not to exceed ten (10) miles per hour.
- **All parking is unassigned**, except in designated areas. Please be courteous to your neighbors. Do not take up two spaces with one vehicle or park on the grass.
- Campers, trailers, boats, buses, large trucks, recreational vehicles and equipment will not be allowed to park on the premises unless the property has a designated boat, camper, trailer area.
- Violators will be towed away without notice at owner's expense.
- Automobile repair work is not allowed on the premises.
- Vehicles must meet all state inspection requirements to remain on the premises.
- **Any unauthorized motor vehicle that is parked In a fire lane, handicapped space, blocking a trash receptacle or a garage, double parked, abandoned (expired registration) or inoperable will be towed away without notice at owner's expense.**
- 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 involved.
- 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 tag. No “dirt bikes” are allowed on the premises.

Garages (available with some floor plans)

GARAGE#: G01

General Policies:

The lease of the garage space is subject to the same terms and conditions that apply to the lease of the apartment itself, and it covers the same period of time. Additional conditions are as follows:

- Only motor vehicles and bicycles should be parked in garages.
- Residents will not, at any time, keep within the garage anything that is dangerous or detrimental to the safety or health of other residents or occupants of the apartment community, or in violation of any building codes or city ordinances. Prohibited items include fuel (other than vehicle fuel tanks), flammable materials, and piles of paper, rags or other flammable material that may create a fire hazard. **Owner reserves the right to remove, without prior notice, any contents of the garage that the owner reasonably believes might constitute a fire or environmental hazard.** NO SMOKE OR FIRE DETECTOR WILL BE FURNISHED BY THE OWNER.
- Owner may periodically open and enter garages to ensure compliance with this addendum. Written notice of such opening and entry will be left inside the main entry door of the dwelling or inside the door between the garage and the dwelling.

- Garage door locks may not be re-keyed, added or changed without prior written consent by management.
- Resident acknowledges future responsibility for its maintenance, including battery replacement. Transmitter frequency settings may not be changed on the garage door system without management’s prior written consent. Owner makes no representations of security.
- A deposit may be required for a garage door opener. When the door opener is returned, at the time of move-out, your deposit will be refunded along with any other refundable deposits, i.e., within thirty days.
- Improvements or alterations to the interior or exterior of the garage may not be made without owner's prior written consent. Any damage to the garage (not caused by owner or owner’s representative) will be paid for by the resident.
- Resident will maintain comprehensive insurance for resident’s vehicles at all times. Owner will not have any liability for loss or damage to resident’s vehicles or other property stored in the garage, whether by accident, fire, theft, water, vandalism, mysterious disappearance or otherwise.
- All items remaining in the garage after resident has vacated the apartment will be removed and sold or otherwise disposed of according to paragraph 14.3 of the TAA Lease Contract which addresses owner’s disposition or sale of property left in an abandoned or surrendered apartment.
- When inside the apartment, always keep the garage door closed and secured and lock the keyless deadbolt lock on the door between the garage and the apartment – as well as all other entry doors. When leaving, be sure to lock all keyed deadbolt locks, however, do not lock keyless deadbolts when exiting your garage, or you may lock yourself out of your apartment and be unable to gain access.

Carports (if applicable)

CARPORT #: \_\_\_\_\_

General Policies:

- All carports are assigned parking. Violators will be towed without warning at the owner’s expense.
- Campers, trailers, boats, buses, large trucks, recreational vehicles and equipment will not be allowed to park on the premises or in reserved carport spaces unless there is a designated area.

Storage

STORAGE#:

General Policies:

- Please use the storage area provided with your apartment, as patios, porches, balconies and passageways are not to be used for this purpose.

Fire Hazards

General Policies:

- No flammable or combustible objects/substances are to be stored in your apartment or on patios, balconies, under stairwells, or in your garage.
- **Do not store flammable or combustible objects within 30 inches of your water heater.**

Pet Qualifications

General Policies:

- A pet addendum must be signed; pet deposit and fees must be received by the management staff.
- Service animals are welcome.
- A maximum of two pets per apartment home are permitted.
- Pets shall not exceed the restricted weight limit: **pounds**.
- The following breeds are not permitted on the community:  
Pitt Bull Terriers, Staffordshire Terriers, Rottweiler’s, German Shepard’s, Chow Chow, Doberman Pinschers, Akita, Siberian Huskies, Great Dane, Mastiffs, Saint Bernard and Dalmatians.
- Under no condition will an animal be permitted in the pool or pool area unless it is a service animal.
- At no time will an animal be staked or tied outside the apartment. This includes the patio, balcony or any other common area.
- No exotic pets, such as rabbits, ferrets, snakes, gerbils, hamsters, rats, mice, chinchillas, or large birds.
- Aquariums up to 20 gallons are allowed without a pet deposit, Aquariums over 20 gallons must provide a pet deposit and have proof of renter’s insurance.

Trash Removal and Disposal

General Policies:

**You will be charged for any trash left out on non-trash days.**

- Residents will be expected to **dispose of their bagged and tied trash inside the area of the compactor/dumpster facility** as instructed on the sign by the compactor.
- Residents will be charged \$25.00 per bag/box for the 1<sup>st</sup> offense and \$50.00 per bag/box for the 2<sup>nd</sup> offense and any subsequent offenses for any trash left in front of their front doors or in breezeways.** Please contact the management office if you require further instruction regarding proper disposal of garbage with the compactors/dumpsters.
- Recycling bins are located near the trash dumpster or compactor area if applicable.
- If Valet Trash Pick-up is available, trash should be tied in plastic bags and placed inside designated containers at front door between on designated pick-up days. Otherwise, please use dumpsters and/or trash compactors, which are provided for resident use. Disposal of large items such as furniture, mattresses, etc. is the responsibility of the resident. No boxes will be picked up, these must be **BROKEN DOWN** and taken to on-site receptacle. Any violators will be fined \$500.

Gate Entry System(if applicable)

General Policies:

- 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 or the keypad 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 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, remote, etc., please contact your management office immediately.
- Do not give your card or 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 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, given you have provided management with one to program into the system’s memory, 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 a "9" to open the gate or (2) Dial a "\*" to hang up without granting entry. If you grant entry to a guest, you will hear a tone indicating that the gate has been opened. The system will then hang up. Do not hang up until you dial one of these numbers.

Entry Devices

**Gate cards for gate access:** Each leaseholder is required to purchase a gate remote in the amount of \$50. Each additional remote for you or occupants over 16 years of age will cost an additional \$50.

**Damaged, lost or un-returned cards:** If a card is lost, stolen or damaged, \$50 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 \$50 deduction from the security deposit for each remote. In addition, (if applicable) if the garage remote is damaged or not returned, \$100 will be deducted from the security deposit per remote.

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

**Follow written instructions:** We ask that you and all other occupants read the written instructions above regarding the access gates. If residents, occupants, or guests, through negligence or misuse damage the gates, you are liable for the damages under your lease and collection of damage amounts will be pursued.

**Personal Injury and/or personal property damage:** Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or a 100% crime deterrent. Crime can still occur. Protecting residents, occupants, and guests from crime is the sole responsibility of residents, occupants, and law enforcement agencies. First, call the police or 911 if a crime occurs or is suspected. Haven At Westgreen is **NOT** liable to any resident, occupant or guest 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

General Policies:

- It’s property specific if packages are accepted.
- We will not sign for packages on the resident’s behalf. Please make other arrangements for your deliveries.
- Management is not responsible for articles or parcels left at your door by delivery services.

Keys & Locks

The care and maintenance of the keys and locks to your apartment home is of critical importance. No one should have a key to your apartment without your prior written permission. This includes family, friends, and delivery or repair services. (Of course, management will retain a key).

Additional policies regarding keys and locks include:

- Our staff will be happy to make a duplicate of your key.
- If you lose your apartment keys or wish to have your lock re-keyed, your request must be in writing, which is due prior to changing your locks. A \$50 charge will be assessed for any lock change.
- After office hours, a charge of \$50 will be assessed for letting you back into your apartment home after you have inadvertently locked yourself out. Residents must provide photo identification from a resident or occupant as listed on the lease agreement before we will open the door.
- Take precautions with your keys. Do not hide a key outside of your home. Do not give your keys to acquaintances. Do not put your address on your key ring.
- Your apartment is provided with a latch on each window and a keyless deadbolt on every exterior door. If your apartment has a sliding glass door, it is equipped with a pin lock and one additional latching device, either a handle latch or a security bar.
- We strongly recommend that you keep all window and doors locked at all times. Immediately upon move in, check all of the above and report any broken, missing or unserviceable items to the manager.
- If you are locked out of your apartment during business hours, please stop by the office with a picture I.D. to gain access.
- After hours assistance is not provided regarding your gate remotes. Please keep your remote with you at all times. If you lose your gate remote, or if your gate remote malfunctions, contact the management office during regular office hours to make arrangements to repair/replace the remote.

Maintenance Emergencies

General Policies:

Service requests will be handled after office hours if they are emergencies. We define EMERGENCIES as the following:

- No electricity
- Broken or non-working exterior doors, locks, windows
- No heat (when outside temperature is below 50) – cannot repair after dark, but still need to respond to troubleshoot the interior issue
- No air conditioning (when outside temperature is above 85) – cannot repair after dark, but still need to respond to troubleshoot the interior issue
- No water
- Commode not working (one bath apartments only)
- Flooding
- Broken pipes
- Fire (call 911 first) After business hours, emergency service requests can be reported by calling (281) 398-5900. The on duty maintenance technician will be notified and will respond as quickly as possible.

Washing Machines

General Policies:

Resident may choose to install and use a washing machine in the apartment home and assume all liability of water damage caused by:

- A defective washing machine
- A washing machine accident
- Improper installation, maintenance or use of a washing machine

Resident agrees:

- To use new hoses when installing the washing machine
- To provide and install appropriate 3 or 4 prong electrical cord to fit outlet.
- Carry a “Texas Homeowners Tenant Policy” which can provide insurance coverage for damage

Apartment Transfers



General Policies:

When transferring to another apartment within the community:

- Residents must sign a CAF Management transfer addendum.
- The criteria for qualifications of credit, income and employment, residence, and criminal must still be met for residents that transfer within the lease term or at the end of the lease term.
- You must fulfill at least 3 months of your current lease term before you will be eligible to transfer to a new apartment. A new lease must be signed for a minimum of 6 months.
- A transfer fee is applicable and must be paid prior to transferring. A new security deposit will be required to secure the new apartment. In addition, a new pet deposit and fees (if applicable) must be paid.
- You are required to provide a written move-out notice of at least 60 days prior the move-out date from the current apartment. The vacated apartment must be left in the condition described in the Move-out Cleaning Instructions Paragraph. We will inspect the apartment and forward statements and deposit refunds to your new address.
- If you cancel after the new apartment has been assigned and taken off the market, you will forfeit the security deposit on the new apartment.**

Move Out Procedures

General Policies:

- Submit a sixty-day written notice to the management office.
- Follow the Move-out Cleaning Instructions detailed below.
- Return all keys, gate remotes, and garage openers to the management office or rent will continue to be charged per lease agreement.
- Pay any outstanding charges or delinquent rent. Leave a forwarding address with the management office staff.
- Leave no damage of any kind in the apartment (furniture, walls, carpet, Formica, appliances, etc.)

**The above requirements must be fulfilled in order to receive a deposit refund.**

Move-Out Cleaning Instructions:

*These are the cleaning procedures for you to follow when moving out. If the instructions below are not followed and professional cleaning is required, charges will be assessed accordingly.*

Living Room

- ☐ Clean all windowpanes inside
- ☐ Clean windowsills and baseboards
- ☐ Dust or vacuum mini-blinds
- ☐ Clean woodwork and walls of fingerprints and spots
- ☐ Clean light fixtures and switch plates/replace bulbs.
- ☐ Vacuum carpet
- ☐ Clean ceiling fan and blades
- ☐ Clean mantle and the inside & outside of fireplace
- ☐ Clean front door & patio doors
- ☐ Clean track of patio doors
- ☐ Remove trash, sweep and clean patio/balcony and outside storage closet

Bedrooms

- ☐ Clean patio door inside and out
- ☐ Dust or vacuum mini-blinds
- ☐ Clean closets and remove hangers
- ☐ Vacuum carpet
- ☐ Clean light fixtures - replace bulbs
- ☐ Clean woodwork and walls of fingerprints and spots
- ☐ Clean windowpanes inside
- ☐ Clean ceiling fan

Kitchen

- ☐ Clean stove, countertop, all burners and under stove top
- ☐ Clean exhaust screen and hood
- ☐ Clean oven, broiler and broiler pan
- ☐ Clean inside and outside of refrigerator - set refrigerator to the lowest setting
- ☐ Clean all cabinets
- ☐ Clean pantry
- ☐ Clean light fixtures - replace bulbs
- ☐ Clean all counter tops, drawers and sink
- ☐ Clean floor
- ☐ Clean microwave inside and out
- ☐ Clean front and inside of dishwasher; remove any standing water

Bathroom

- ☐ Clean all cabinets inside and out
- ☐ Clean woodwork, windows and baseboards
- ☐ Clean mirrors
- ☐ Clean wallpaper
- ☐ Clean sink, tub, and toilet and remove appliqué
- ☐ Clean light fixture - replace light bulbs
- ☐ Clean floor

**Please note:** The security deposit or statement of disposition will be returned by mail to the forwarding address left by you, subject to any deductions for cleaning, damages, etc. Deposit refunds cannot be picked up at the office. Please allow up to 30 days to process your deposit refund.

Apartment Fire Emergency Plan

General Policies:

*These evacuation guidelines have been developed by management to help residents in the evacuation of their units in the unlikely event of fire or smoke. Please read the following information carefully and ask the property manager any questions you may have. The following suggested guidelines should be reviewed periodically by you and each resident or occupant in the household:*

- If there is fire or smoke in your apartment, go to the nearest exit by crawling close to the floor, where there is less smoke. Do this even if you can tolerate the smoke by standing up. Check the doorknob and entire door to see if either is hot. If both are cool to the touch, open the door slowly and look in to the hallway/walkway or stairs. If it is clear, leave your apartment and close the door.
- Call the fire department. The local emergency number for the fire department is 911. Be sure to give the exact location of the fire (community name, address, building number, floor and apartment number.)
- Warn neighboring residents. Yell, “fire” and knock on neighboring doors.

**If you are alerted to a fire by smoke from the hallway or an outside alarm, follow these guidelines:**

- Determine if it is safe to leave your apartment. Check the doorknob and entire door to see if either is hot. If neither is hot, open the door slowly and check the hallway/walkway or stairs. If all is clear of fire and smoke, leave your apartment and close the door behind you.
- Stay in the unit if the door or doorknob is hot or the hall/walkway or stairs are filled with smoke.
- Call for help if the telephone works.
- Hang a sheet out of the window to signal to fire fighters that help is needed. Do not try to use the sheet to climb down the building.
- Do not jump from windows or balconies. Needless injuries and fatalities have been caused in emergencies when people have panicked and jumped!
- Stuff wet towels in the cracks around the door to keep smoke out. Use a bucket of water to splash water on the door and/or walls if they become hot. A wet towel tied around your nose and mouth will help filter smoke.
- Remove drapes or other combustible materials near the hot area.

*Never go back into the apartment until the fire department or property management team indicates it is safe to do so.*

Freezing Weather Instructions

General Policies:

**Freezing weather instructions for residents and occupants:** *Water pipes in our apartment community may freeze and break unless we all follow the precautions listed in these instructions. If any pipes freeze during the winter, we may have to cut off the water to entire buildings. If there is widespread pipe breakage across the city, it could be days before we can get the pipes fixed and get hot and cold water back on in your unit. So please help by following 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 open the cabinet doors 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 in 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 management IMMEDIATELY.
- Please use extra caution 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.

Flood Guidelines

General Policies:

*A flood can occur during heavy rains. Please read the following suggested guidelines carefully, and ask the property manager any questions you may have. The following are suggested guidelines and should be reviewed periodically by each resident and occupant.*

Before

- Purchase and stock supplies such as a battery-operated radio and flashlight, batteries, non-perishable food items, drinking water, extra ice, ice chest etc.

- Remove plants, flower boxes, patio furniture, etc. from the patio or balcony. Store these items inside your apartment. Put newspaper or plastic under the plant pots or baskets so you will not damage the carpet.
- Fill your car with gasoline and check the battery. Move your car to higher ground.
- Unplug all appliances. Do not turn on the television. Do not plug appliances back in until the water completely recedes and property management team gives you permission.
- Fill your bathtub(s) with water. You will need water for drinking, cooking, cleaning and bathing if the water supply is contaminated.
- Fill needed medical prescriptions.
- Wash your clothes so you will have plenty of clean clothes available. The laundry rooms will be closed during a flood and electrical power is usually disrupted.

During

- Leave your apartment only if it appears safe to do so, or if you have been instructed to evacuate by emergency or property personnel.
- Move valuable items to higher ground. If one is available, you may have time to move items to an upstairs apartment. If not, put them up on the bed, a sturdy table, etc. Listen for emergency instructions and weather updates on a battery powered radio,
- Use the telephone for emergencies only.

After

- Listen for emergency instructions on the radio. There are many safety precautions that must be followed after the flood passes.
- Stay home and do not drive until you are told it is allowed.

Inclement Weather

General Policies:

In the event of ice, we will clear one path from each building to the parking lot. There will also be a clear path around the amenities.

Alarm Permit

General Policies:

The resident may elect to utilize an alarm device in the apartment home and must secure a Residential Alarm Permit Application. This must be completed by the resident immediately and sent to the office together with appropriate fees.

Please note that if an alarm is installed in the apartment home, it is the resident’s responsibility to provide the management office with the code for emergency purposes or service requests. All codes are kept confidential.

Resident Alarm Code: Provide to office

Satellite Dishes

General Policies:

The resident may elect to install a satellite dish the apartment home and must sign a satellite dish addendum, secure liability insurance in the amount of **\$100,000** covering the satellite dish, and pay a deposit of **\$100** prior to installing a satellite dish. This must be completed by the resident immediately and sent to the office together with appropriate fees.

Please note that if a satellite dish is installed in the apartment home, it is the resident’s responsibility to provide the management office with the proper insurance, deposit and signed addendum prior to installing the dish.

Amenities

General Policies:

Our goal is to provide you with optimum resident and customer services and outstanding amenities. These policies are in place for your convenience, safety and full enjoyment of our facilities

Residents and all occupants, including adults, children and guests, 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 residents during the lease term. 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).

Amenities and facilities include but are not limited to:

- Swimming pool
- Business Center
- Fitness Room
- Exercise Equipment
- Other Activities

*If you have concerns, or notice unusual or dangerous circumstances at any facility or amenity area, please notify management and/or police.*

Swimming Pools and Spas

General Policies:

- **We do not provide, at any time, safety or supervisory personnel at the pools, hot tubs, spas, or any other common area.**

- The Owner and authorized representatives of this apartment community do not and cannot assure, guarantee or warrant your safety.
- With the exception of handicapped assistance animals, no pets are allowed in any pool area.
- For the safety of all, **no glass** of any kind is allowed in any gated pool area.
- **Profanity, reckless activity, disruptive behavior or excessive noise will be immediate grounds for dismissal from the pool areas.**

**Hours:** All pool areas are **open from 10:00 am to 10:00 pm** daily. Anyone in a pool area after closing 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** without prior written consent by management.

**Age Limits:** Resident agrees that persons under sixteen (16) years of age using a pool/spa be must be accompanied by a parent or legal guardian.

**Attire:** Appropriate swimwear is required at all times. No t-backs, g-string or thong suits, cutoffs, diapers or toplessness is allowed.

No private signage of any kind is allowed on common areas or streets.

Fitness Center

General Policies:

- 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 the office staff.

Hours:

**Guests:** Guests must be at least eighteen (18) years of age to use the Fitness Center.

- Guests may not bring guests.
- Guests must adhere to all policies and procedures.

Age Limits:

- Persons under the age of 16 are not allowed in the fitness areas **at any time.**

**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, however, no street clothes, jeans, cutoff shorts or cutoff shirts are allowed.)
- No bathing suits or swim attire

Business Center

General Policies:

- **Use at your own risk – Our owners and representatives are not responsible for viewings, viruses or loss of information.**
- No food or drinks.
- Please be considerate of others: do not tie up computers for extended periods of time.
- A fax machine is provided for your convenience for local faxes only.  
***The Business Center Fax number is .***

*We cannot be responsible for incoming faxes. This includes confidential or sensitive information.*

Age Limits:

- Children under the age of 16 must be accompanied **by a resident 18 years of age or older** at all times.

Guests:

The business center is for use by residents only. Guests are not permitted, unless accompanied by a resident.

Private Party Facilities

General Policies:

- Our Club Room accommodates a maximum of \_\_\_\_ people and includes a stereo system.
- A partially refundable deposit will be collected prior to event and will be returned after event date has passed and inspection of premises has been completed. Holidays, as determined by management, will require a higher fee.
- Please contact the management office for rates, availability and further details. Rates are subject to change at any time.
- No private signage of any kind is allowed on common areas or street areas.

- Party Facilities may not be leased to non-residents. Booking an event for an acquaintance requires your personal attendance at the beginning, middle and end of the event as well as full liability for any damages, overtime charges or conduct issues.

Barbecue Grills

General Policies:

- We are unable to provide reservations, nor allow any type of group gathering in a gated area.
- Facilities are for use by residents and their guests only.
- Use of facilities 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 the management office before attempting to use these grills.
- For the safety of all, no glass of any kind is allowed in the pool area

Hours: These facilities are available for your use between the hours of 10:00 am – 10:00 pm.

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

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 Residents of Apartment Rules

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)

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)

DocuSigned by:

CF134B8261DA4B4...

Date: 3/4/2019

Date:

Date:

Date:

Owner Representative Signature

Elora Michel

5C84214C93F84A0...

3/11/2019

Date:





## **GARAGE ADDENDUM**

Resident: Fernando Espitia

Date: 02/27/2019


Apartment No.: 2116

Garage No.: G01

A garage remote fee in the amount of \$50 is due at move in. Should you require an additional remote at any time, there will be an additional cost of \$50 per remote.

1. The garage is to be utilized primarily for parking purposes.
2. Any combustible items are forbidden to be stored in the garage at any time. This includes, but is not limited to, paint thinners, propane tanks, gasoline, kerosene, aerosol cans, fireworks, lighter fluids, etc.
3. The monthly rent for the garage is to be included with monthly rental payment for the apartment. The same terms, provisions and any associated fees as described in the Apartment Lease Contract shall also apply to this Addendum.
4. Upon vacating, the garage must be swept out and all trash and debris removed. Any remote controls/keys must be returned to the Management office. Any damages to the garage or surrounding area (including remote controls) are the responsibility of the above-mentioned resident and shall be paid by resident or deducted from any security deposits previously paid.
5. No pets or animals may be kept in the garage.
6. Resident agrees that no "garage sales" shall be permitted in or around the garage, parking areas or common areas and nothing shall be sold out of or around the garage, parking areas or common areas without written permission of Management.

By signing below, I acknowledge to have read and understand the terms and conditions as stated above.

DocuSigned by:  
  
Resident  
CF134B8261DA4B4...

\_\_\_\_\_  
Date 8/14/2019

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

DocuSigned by:  
  
Flora Michel  
Management  
5C84214C93F84A0...

\_\_\_\_\_  
Date 8/14/2019




## Concession Addendum

For signing a lease at Haven At Westgreen you are receiving a monthly discount of \$244 off the market rent of \$1119 for agreeing to complete a 13 month lease term.

In addition to the above concession, you will receive \$875 off Mar 2019 off of your first month's rent as a one-time discount.

You understand, and agree, that should the lease agreement not be fulfilled for any reason, you will pay back the used portion of the monthly concession to the owner at the time that the Notice to Vacate is received.

DocuSigned by:  
  
Resident  
CF134B8261DA4B4...

Date  
1/2019

Resident

Date

Resident

Date

Resident

Date

Apartment Number: 2116

DocuSigned by:  
  
Flora Michel  
Management  
5C84214C93F84A0...

Date  
1/2019



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. 2116 in the Haven at Westgreen Owner, LLP in Katy, 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; ☐ carport space number(s) \_\_\_\_\_; and/or
- ☐ garage space number(s) \_\_\_\_\_; ☐ storage unit number(s) \_\_\_\_\_.
- The monthly rent in paragraph 6 of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum.
3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas.
4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored in the areas covered by this addendum. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.
5. **No smoke, fire, or carbon monoxide detectors.** Smoke, fire, or carbon monoxide detectors will be furnished by us if required by law. We may choose to provide a detection device not required by law by separate addendum.
6. **Garage door opener.** If an enclosed garage is furnished, you ☒ will ☐ will not be provided with a ☒ garage door opener and/or ☐ garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a charge of \$ 75.00, which will be deducted from your security deposit.
7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. **We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise.** We are not responsible for pest control in such areas.
9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.
10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.
11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to paragraph 14 of the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you.

Signatures of All Residents

Signature of Owner or Owner's Representative

February 27, 2019

Date of Lease Contract

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