

PCSC - IID Revisions, for 7/22/13 meeting  
7/11/13 jh

**Junction at Iron Horse updates** - based on information provided by Keri Silvyn

**1. Status of Agreement between developers and Iron Horse Neighborhood Association (IHNA)**

- Lazarus, Silvyn and Bangs (LSB) is negotiating Agreement with IHNA
- Expected to take a few months
- To be completed prior to issuance of certificate of occupancy (C of O)
- Conditions attached to IHNA Conditional Approval Letter are starting point for Agreement
- Specific traffic mitigation commitments to be included in Agreement
  - TDOT to complete traffic study before mitigation measures selected/finalized

**2. Sample Lease and Rules documents**

- Attached Sample Lease and Rules as starting point, LSB will modify
- LSB will add Crime Free Lease Addendum to be eligible for Crime Free Multi Housing program – see links below for more information  
[http://cms3.tucsonaz.gov/files/police/Crime\\_Free\\_Lease\\_Addendum.pdf](http://cms3.tucsonaz.gov/files/police/Crime_Free_Lease_Addendum.pdf)  
<http://cms3.tucsonaz.gov/police/crime-free-multi-housing>

Attachments

Sample Lease Agreement

Sample Lease items relating to Guests and Gatherings

Sample Rules and Regulations

**INDIVIDUAL LEASE AGREEMENT**  
**Madera – 8102 West Hausman Road, San Antonio, TX 78249**

This Individual Lease Agreement, (this "Lease"), is entered into by and between Next Chapter Properties, LLC, an Illinois limited liability company, as Property Manager for Landlord, Royal San Antonio 3, LLC, an Illinois limited liability company, and Tenant, as defined below.

**DEFINED TERMS**

The following terms shall have the following meanings when used in this Individual Lease:

<p><b>Date:</b> _____</p> <p><b>Landlord:</b> Royal San Antonio 3, LLC, an Illinois limited liability company,</p> <p><b>Property Manager:</b> Next Chapter Properties, LLC, an Illinois limited liability company</p> <p><b>Property Managers Address:</b> 8102 W. Hausman Rd San Antonio, TX 78249</p> <p><b>Property:</b> "Madera" Apartments 8102 W. Hausman Rd San Antonio, Texas 78249, more fully described on Exhibit "A"</p> <p><b>Commencement Date:</b> Noon: August 24<sup>th</sup>, 2013 <b>Termination Date:</b> Noon: August 15<sup>th</sup>, 2014</p> <p><b>Apartment Unit:</b> No. _____ <b>Bedroom:</b> No. _____ <b>Unit Size:</b> _____ Bedroom _____ Bath</p> <p><b>Exhibits attached to this Lease:</b></p>	<p><b>Tenant:</b> _____</p> <p><b>Tenant's Address:</b> _____ _____ _____</p> <p><b>Guarantor(s):</b> _____</p> <p><b>Total Rent:</b> \$ _____</p> <p><b>Monthly Rent:</b> \$ _____</p> <p><b>Term Length:</b> (_____) months (_____) days</p> <p><b>Security Deposit:</b> \$ _____</p> <p><b>Administration Fee</b> \$ _____</p> <p>or To Be Assigned (TBA)</p> <p><b>New                      Renewal                      Transfer</b></p> <p>Exhibit "A"                      Plan depicting the Property Exhibit "B"                      Rules and Regulations Exhibit "C"                      Guaranty or Form of Guaranty</p>
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**ARTICLE I. MAIN TERMS**

**1. Term of Lease.** Tenant's lease shall begin at 12:00 p.m. noon on the Commencement Date and end at 12:00 p.m. noon on the Termination Date. This Lease shall not renew automatically. As such, unless Landlord and Tenant enter into a new written lease agreement for the Leased Premises on or before the Termination Date, Tenant must vacate the Property and turn over all keys to the Landlord on or before 12:00 p.m. noon on the Termination Date.

**2. Delay of Occupancy.** If Landlord is unable to deliver the Bedroom or Apartment Unit to Tenant by the Commencement Date because the same are not ready for occupancy, or because of the holding over of any previous occupant of the Bedroom or Apartment Unit, Landlord shall not be liable in damages to Tenant. During the period that Tenant shall be unable to occupy the Bedroom or Apartment Unit, all Rent shall be abated. If Landlord is not able to deliver possession of the Bedroom or Apartment Unit to Tenant within thirty (30) days of the Commencement Date, Tenant may cancel and terminate this Lease upon written notice to Landlord and, only in such instance, Landlord shall refund all amounts tendered to Landlord by Tenant with respect to this Lease.

**3. Exclusive Lease of Bedroom and Non-Exclusive Lease of Apartment.** Landlord hereby leases to Tenant the Bedroom and the below-described furniture, ("Furniture"), in the Apartment at the Property for Tenant's exclusive use and leases to Tenant the other parts of the Apartment, (SAVE AND EXCEPT other bedrooms at the Apartment), for Tenant's joint, non-exclusive use with other tenants at the Apartment, ("Roommates"). If the Apartment and/or Bedroom are indicated as "To be Assigned" in the Defined Terms section of this Lease, then Tenant understands and agrees that Landlord shall assign an Apartment and Bedroom to Tenant on or before the Commencement Date and Tenant agrees to initial the appropriate designations on this Lease in order to confirm such assignments.

Landlord's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

**4. Rent.** Tenant shall pay the Total Rent, in advance and without demand, deduction, or offset, (except as specifically provided to the contrary in this Lease), in monthly installments equal to the Monthly Rent on or before the first day of each month of the Lease Term and continuing thereafter until Tenant has paid the total sum; provided that, Tenant's first installment of Rent must be paid prior to Tenant's occupying any portion of the Apartment. Tenant shall make all payments of Rent payable to Landlord at Landlord's Address or at such other place Landlord may designate from time to time in writing and shall indicate the name of the Property, the Apartment Unit and the Bedroom number on Tenant's payment. If Tenant starts occupying any portion of the Apartment, or otherwise takes possession of any part of the Apartment on a day other than the first day of a month, Tenant's first installment of Rent shall be applied to the remainder of the first calendar month in which Tenant starts occupying or otherwise takes possession of any part of the Apartment and to the last partial month of the Term. Landlord is not affiliated directly with any university or college tenant may be attending. Tenant may pay rent obligations with financial aid, grants, and/or scholarship but Our office will not defer rent payment for the arrival of Your disbursements. The rent schedule on page 9 of this lease must be followed at all times, no exceptions.

**5. Late Fees and Dishonored Checks.** If Landlord has not received any amount due hereunder by the second (2) day after its due date, Tenant shall pay Landlord a late fee in the amount of \$25.00 for the first day after such second (2) day that such amount remains unpaid, plus an additional \$5.00 per day for each additional day that such amount remains unpaid, up to a maximum of \$90.00 within any calendar month. In the event that any check tendered by Tenant to Landlord is dishonored for any reason, Tenant shall tender an additional \$40.00 to Landlord as an administrative fee in order to defray Landlord's cost in processing such check. In the event that Tenant fails to pay Rent in a timely manner, or any check tendered by Tenant to Landlord is dishonored for any reason, Landlord may require that Tenant pay the delinquent amount and/or all subsequent amounts due under this Lease in certified funds; provided that, nothing herein shall limit Landlord's remedies for Tenant's default under the terms of this Lease. All payments received after the 15<sup>th</sup> calendar day in the month must be submitted to our office via certified funds, along with all accrued late fees; personal checks will not be accepted.

**6. Security Deposit and Administration Fee.**

**A. Security Deposit.** Tenant shall tender the Security Deposit to Landlord upon signing this Lease. "Security Deposit" shall have the meaning assigned to it in Section 92.102 of the Texas Property Code or any successor statute and shall serve to secure Tenant's performance of every covenant and agreement required of Tenant under this Lease and the law.

**B. Interest.** No interest or income will be paid to Tenant on the Security Deposit. Landlord may place the Security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.

**C. No Limitation of Liability.** Tenant's liability is not limited to the amount of the Security Deposit. Upon termination of this Lease, Tenant shall pay immediately upon written demand from Landlord all amounts due to Landlord pursuant to this Lease and the law.

**D. Notices about Security Deposits:**

- (1) The Security Deposit shall not be deemed or construed as payment of Rent for any period of the Lease Term.
- (2) Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit
- (3) §92.108, of the Texas Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.
- (4) Bad faith violations of §92.108 of the Texas Property Code may subject a tenant to liability up to three (3) times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- (5) The Texas Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (6) "Surrender" is defined in Section 22.C.(2) of this Lease.

**E. Deductions:**

- (1) Landlord may deduct reasonable charges from the Security Deposit for:
  - (a) damages to the Property and/or Furniture, excluding normal wear and tear, and all reasonable costs associated to repair the Property and/or to repair and/or replace the Furniture;
  - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
  - (c) unpaid or accelerated Rent;
  - (d) unpaid late charges;
  - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
  - (f) unpaid pet charges;
  - (g) replacing unreturned keys, garage door openers, security devices, or other components;
  - (h) the removal of unauthorized locks or fixtures installed by Tenant;
  - (i) Landlord's cost to access the Property if made inaccessible by Tenant;
  - (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
  - (k) packing, removing, and storing abandoned property;
  - (l) removing abandoned or illegally parked vehicles;

Landlord's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

- (m) costs of reletting (as defined in Section 17), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this Lease; and
- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this Lease.

(2) If deductions exceed the Security Deposit, Tenant will pay the Landlord the excess within ten (10) days after Landlord makes written demand for same.

Some of the specific charges which may, at Landlord's option, be deducted from the Security Deposit, or which Landlord may require be paid prior to providing the relevant service are as follows:

Lost Entry Key: \$50.00  
 Lost Mailbox Key: \$25.00  
 Lost Bedroom Key: \$25.00

In addition, Tenant must pay Five (\$5.00) Dollars per key to replace all original keys.

After-Hours Entry: \$30.00; provided that, this is an optional service and may be denied.

Initial \_\_\_\_\_

**7. Administration Fee.** Tenant shall tender a non-refundable Administration Fee to Landlord upon signing this Lease which shall be used by Landlord to provide services such as internet access and cable television to Tenant's Bedroom.

Initial \_\_\_\_\_

**8. Application of Funds.** Regardless of any notation on any payment by Tenant, Landlord may apply the funds received from Tenant first to any non-Rent obligations of Tenant, including, but not limited to, late charges, returned check charges, repairs, brokerage fees, periodic utilities, pet charges and then to Rent.

**9. Relocation.** Landlord may, in Landlord's sole and absolute discretion, upon five (5) days advance written notice to Tenant, relocate Tenant to another bedroom within the Apartment Unit or to another apartment unit at the Property. Relocation is at Our sole discretion. If Landlord requires Tenant to relocate, Landlord shall assist Tenant in moving Tenant's personal property from the original Apartment Unit to the new unit. Tenant may not transfer to another bedroom within the Apartment Unit or to another Apartment Unit at the Property without Tenant's receiving prior written consent from Landlord and Landlord's receiving a \$200.00 transfer fee, which shall be deemed additional Rent.

**10. Use and Occupancy of Property.**

**A. Residential Purposes Only.** Tenant shall not use the Bedroom, Apartment Unit and/or Furniture for any purposes other than residential purposes, nor shall Tenant permit any other person to use the Bedroom, Apartment Unit and/or Furniture for any purposes other than residential purposes.

**B. Occupancy by Tenants Only.** Tenant shall not permit any person who is not a tenant under a written lease agreement with Landlord with respect to the Apartment Unit to reside in the Apartment Unit. No guest may stay in the Apartment Unit for more than two (2) consecutive days or more than four (4) days total in any thirty (30) day period without Landlord's prior written consent. The occupancy of the Apartment Unit by an unauthorized guest in excess of said periods shall be deemed a breach of this Lease and shall entitle Landlord to recover rent from Tenant for such guest's occupancy of the Apartment Unit in an amount equal to that being paid by Tenant, prorated over the number of days that the guest occupied the Apartment Unit and shall, in addition, entitle the Landlord to exercise any other right pursuant to this Lease and under the law.

**C. Phone Numbers.** Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than five (5) days after a change.

**D. Prohibitions.** Unless otherwise authorized by this Lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for:

- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
- (2) the repair of any vehicle;
- (3) any business of any type, including but not limited to child care;
- (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

**E. Parking Rules.** Tenant may not permit more than one (1) vehicle, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may permit vehicles to be parked only in designated common parking areas. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense:

Landlord's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

- (1) any inoperative vehicle on or adjacent to the Property;
- (2) any vehicle parked in violation of this paragraph or any additional parking rules made part of this Lease; or
- (3) any vehicle parked in violation of any law, local ordinance, or owners' association rule.

**F. Agreement to Live in a Cooperative Manner.** Tenant understands and agrees that Tenant has been permitted to lease an undivided portion of the Apartment Unit at a rental rate that is less than would be required for the rental of the entire Apartment Unit and that Landlord intends to rent other undivided portions of the Apartment Unit to other persons. Tenant acknowledges that Tenant knowingly consented to this arrangement and agrees to live in a cooperative manner with all of the Roommates who will share the Apartment Unit with Tenant. Tenant understands that Tenant and Tenant's Roommates must agree between and among themselves as to how utilities and other costs of living will be shared and paid. Tenant further understands and agrees that, if the Apartment Unit is rented at less than full occupancy, Landlord will lock the doors to the bedrooms which are not leased and that Tenant shall not have access to such bedrooms.

**G. Gatherings.** No gatherings including more than fourteen (14) guests are permitted, unless Tenant obtains written permission for such gatherings prior to holding such gatherings. Tenant agrees that pre-approved gatherings will not spill out into the breezeways or stairwells of the property. At no time shall Tenant permit more than ten (10) guests to be in common areas of the Property outside of Tenant's Apartment Unit. Tenant agrees that the following procedures shall apply to situations in which Landlord receives a complaint regarding noise being created by Tenant or Tenant's guests, or a gathering being held by Tenant at the Property; provided that, such procedures shall be in addition to any additional remedies available to Landlord pursuant to this Lease and otherwise under the law:

- 1<sup>st</sup> Complaint            A written warning will be issued to Tenant and the gathering will be shut down;
- 2<sup>nd</sup> Complaint            A \$25.00 fine will be assessed against Tenant and the gathering will be shut down;
- 3<sup>rd</sup> Complaint            A \$50.00 fine will be assessed against Tenant and the gathering will be shut down;
- 4<sup>th</sup> Complaint            A \$100.00 fine will be assessed against Tenant and the gathering will be shut down.

**H. Smoking Prohibited.** Tenant shall not smoke, nor shall Tenant permit any of Tenant's guests or invitees to smoke, within any Apartment Unit or any other part of the Property. Due to the increased risk of fire, increased maintenance costs, and the known health effects of second-hand smoke, smoking is prohibited indoors in any area of the Property; both private and common. This policy applies to all Owners, Tenants, guests and service persons. Tenants are responsible for ensuring that family members, roommates and guests comply with this rule. If smoking, or the remnants of smoking are observed in Tenant's Apartment Unit, or any indoor common area, Tenant will be issued a written notice of violation and Tenant shall pay Landlord the amount of \$300.00, plus an additional \$25.00 charge for each additional day that Tenant is determined to be in violation of this paragraph. Tenant agrees that the actual damages that might be sustained by Landlord by reason of the breach by Tenant of this paragraph, absent specific, ascertainable damage caused by smoking, are uncertain and would be difficult to ascertain, and that the sum set forth above would be reasonable compensation for such breach. As such, Tenant hereby promises to pay, and Landlord hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. However, Tenant and Landlord agree that such sum set forth above is only to compensate Landlord for damages that are difficult to ascertain and shall not function to compensate Landlord for ascertainable damages arising from smoking. As such, Tenant understands and agrees that, in addition to the amounts set forth in this paragraph, Tenant shall be liable to pay for all ascertainable damages caused by smoking, and that Landlord may, in its discretion, declare the Lease to be in default.

**I. Agreement to Refrain from Offensive, Illegal or Dangerous Conduct.** Tenant shall not cause or permit anything to be done in or about the Property which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property or injure, annoy, or disturb them, or allow the Property to be used for any improper, immoral, unlawful, or objectionable purpose, or commit any waste. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Property and its occupancy and shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations at the Property caused or permitted by, or resulting from Tenant's use of the Property all at Tenant's sole expense. Tenant shall not do or permit anything to be done on or about the Property or bring or keep anything on the Property which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Property or any of its contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Property or any part thereof.

**J. Agreement to Hold Landlord Harmless for Injury and Damages.** Tenant understands that Landlord has no way of insuring that Tenant's roommates will be acceptable to, or compatible with, Tenant or that the Roommates character will be impeccable. Tenant agrees that Landlord shall not be responsible for any personal conflict between Tenant and Roommates, their guests or other invitees, or with any other tenants who reside at the Property. Tenant agrees that the communal living arrangement created by this Lease is structured as an accommodation to Tenant. As such, Tenant assumes the risk of living with others under this arrangement and agrees that Landlord shall not be responsible for the acts or omissions of Tenant's Roommates, guests, or invitees and Tenant and that Tenant shall hold Landlord and its members, employees, and agents harmless from any damage to property or injury caused by Tenant's Roommates, their guests or other invitees, or with any other tenants who reside at the Property.

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**12. Condition of Premises and Cleaning Fee.** Tenant has inspected the Bedroom, Apartment Unit and the Property and agrees to accept all aspects of the Property, "as is" and "with all faults," acknowledging that all aspects of the Property are suitable for Tenant's use and that Landlord has made no warranties, express or implied, regarding the condition of any aspect of the Property. Tenant shall receive an Inventory and Condition Form from Landlord upon move-in and agrees to complete, sign and return such form to Landlord within seventy-two (72) hours of receiving keys to the Apartment Unit, noting in-full the condition of the Apartment Unit. In the event that such form is not returned to Landlord with such seventy-two (72) hour period, it shall be presumed for purposes of this Lease that the condition of the Apartment Unit are in good repair, free of damage, and in clean, sanitary condition at the time you took possession of the Apartment Unit.

Landlord's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

**A. Move Out Cleaning Fee.** Prior to move-out, except for move-out after Resident's default or after Landlord provides Resident with notice of termination, Resident must give Landlord proper notice of termination. With Resident's notice of termination, Resident shall pay to Owner a Cleaning Fee in the amount of \$50.00, which fee shall pay for the following: cleaning of the Unit, including vacuuming the carpet, mopping floors, and cleaning of all countertops, tub(s), toilet(s), refrigerator and oven. If the leased apartment is not returned in an acceptable condition, and more cleaning is required, then Resident also agrees to pay any cleaning overages incurred by Landlord. Resident acknowledges that the Monthly Rent would be higher if the Cleaning Fee was not assessed and paid, and Tenant understands that failure to pay the Cleaning Fee is a material violation of the lease.

**13. Alterations, Additions or Redecoration.** Tenant shall not make any alterations, additions or redecoration of the Bedroom, Furniture, Apartment Unit, or Property without Landlord's prior written consent with respect to each such instance of alteration, addition or redecoration proposed by Tenant. Tenant shall not paint, or paint on, any portion of the Bedroom, Furniture, Apartment Unit, or Property at any time. Tenant shall not put up any sign on any part of the Property without Landlord's prior written consent. Upon vacating the Apartment Unit, Tenant must deliver possession of the Apartment Unit to Landlord in its original condition, normal wear and tear accepted. Any additions, fixtures, or improvements made to the Apartment Unit by shall become the property of Landlord upon your vacating the Apartment Unit or, Landlord, at Landlord's option may charge Tenant for removal of same.

**14. Property Maintenance.**

**A. Tenant's General Responsibilities.** Tenant, at Tenant's expense, must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) supply and replace all light bulbs, (excluding fluorescent tubes), and batteries for smoke detectors, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Apartment Unit on the Commencement Date);
- (4) take action to promptly eliminate any dangerous condition on the Property;
- (5) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (6) replace any lost or misplaced keys;
- (7) remove any standing water;
- (8) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; and
- (9) promptly notify Landlord, in writing, of all needed repairs.

**B. Prohibitions.** If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may not:

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock;
- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite, receivers, or alarm systems;
- (6) replace or remove flooring material, or paint;
- (7) install, change, or remove any: fixture, appliance, or Furniture;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or cancelled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; or
- (11) cause or allow any lien to be filed against any portion of the Property.

**C. Failure to Maintain.** If Tenant fails to comply with this Section 14, Landlord may, in addition to exercising Landlord's remedies under Section 17 perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs.

**15. Apportionment of Responsibility for Damage and Injury.**

**A. Tenant's General Indemnification of Landlord.** Tenant agrees that Landlord shall not be liable for, and Tenant shall indemnify and hold Landlord and its members, employees, and agents harmless from, any and all claims, losses, demands, or other liability whatsoever, for any damage or injury however suffered by any person or to personal property belonging to other tenants, occupants or their guests or invitees which arises or is caused by an act or omission of Tenant, Tenant's guests, invitees or assistive animals, if applicable.

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**B. Liability for and Indemnification Against Damage or Injury Caused by Crime.** Landlord has no obligation under this Lease or otherwise to provide security services to Tenant or at the Property. Landlord does not warrant, guarantee, or insure Tenant's personal safety or the safety of Tenant's family, guests, invitees, or their respective belongings. Tenant makes no representations that any effort by Landlord will increase Tenant's security

Landlord's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

or that of Tenant's property or decrease the likelihood of assault, theft, or illegal entry. Tenant agrees to look solely to public law enforcement for such service and protection. If, from time to time, Landlord provides any security services to the Property, such services are only for the protection of Landlord's property and shall not constitute a waiver of, or in any manner modify the release included herein or this disclaimer. Tenant agrees that Landlord shall not be liable for and Tenant shall indemnify and hold Landlord and its members, employees, and agents harmless from any liability for any injury, damage or loss to Tenant, Tenant's guests, and invitees caused by any other person, including but not limited to, theft, burglary, trespass, assaults, vandalism or any other crime.

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**C. Liability for and Indemnification Against Casualty or Occurrences Beyond Landlord's Control.** Tenant acknowledges that Landlord has advised Tenant to obtain renter's insurance in order to cover potential damage to Tenant's personal property to be kept at the Property. Tenant agrees that Landlord shall not be liable for and Tenant shall indemnify and hold Landlord and its members, employees, and agents harmless from any liability for any injury, damage or loss to Tenant, Tenant's guests, and invitees caused by any occurrence beyond Landlord's control, including, but not limited to fire, storm, flood, lightning, wind, other acts of God, or interruption of utilities.

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**D. Liability for and Indemnification Against Damage or Injury Caused by Use of Amenities.** Tenant acknowledges that Landlord has advised Tenant that use of pools, saunas, exercise rooms, exercise programs, storerooms, and laundry rooms, carry inherent risks. Tenant agrees that Tenant shall use such amenities at Tenant's own risk and that Landlord shall not be liable for and Tenant shall indemnify and hold Landlord and its members, employees, and agents harmless from any liability for any injury, damage or loss to Tenant, Tenant's guests, and invitees caused by such persons' use of any such amenities located on the Property.

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**16. Utility Services.**

**A. Utility Services Provided by Landlord.** Landlord shall use its best efforts to arrange and pay for only water, sewer, television cable service and limited ethernet service to be provided to the Apartment Unit. In the event that water or sewer service is interrupted for more than ten (10) consecutive days, Landlord shall reduce Tenant's rent in an equitable amount. Interruption of any other utility service shall not entitle Tenant to any remedy whatsoever.

**B. Internet Access.** In order to be entitled to internet access, Tenant must have software installed on Tenant's computer protecting Tenant's machine from all manner of invasive software and must complete all automatic updates for Tenant's computer or Tenant will be denied access to the internet without compensation. Tenant may also be denied access to the internet without compensation if Landlord determines that Tenant is engaging in any ICMP port activity, including but not limited to virus activity and/or hacking.

**C. Other Utility Services Provided by Tenant.** Tenant, at Tenant's sole expense, shall arrange and pay for any utility service not provided by Landlord, which must include electricity. Electricity must be kept on and all payments for such services must be kept current during the Term of the Lease and Tenant's failure to do so shall constitute a breach of this Lease and shall entitle Landlord to all remedies available under this Lease and the law. If electrical service is terminated prior to the termination of this Lease, Tenant shall pay all expenses incurred for restoring service and for any damage done to appliances or the Property caused by termination of such service.

**17. Default.** If Tenant fails to timely pay all amounts due under this Lease, otherwise fails to comply with this Lease, or Tenant or any of Tenant's guests or invitees violates this Lease, any Rules and Regulations, any fire, safety, health, or criminal laws, or any illegal drugs or paraphernalia are found in the Apartment Unit, Tenant will be in default and:

- (1) Landlord may terminate tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
- (2) all unpaid rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand;
- (3) Landlord may exercise Landlord's lien under Section 27 and any other rights under this Lease or the Property Code; and
- (4) Tenant will be liable for:
  - (a) any lost rent;
  - (b) Landlord's cost of reletting the Property including, but not limited to, leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
  - (c) repairs to the Property for use beyond normal wear and tear;
  - (d) all Landlord's costs associated with eviction of Tenant, including, but not limited to, attorney's fees, court cost, costs of service, witness fees, and prejudgment interest;
  - (e) all Landlord's costs associated with collection of amounts due under this Lease, including but not limited to collection fees, late charges, and returned check charges; and
  - (f) any other recovery to which Landlord may be entitled by law.

**18. Guaranty.** If not already provided by Tenant and attached as Exhibit "C," Tenant agrees, as a material inducement to Landlord's agreement to enter into this Lease, to provide Landlord with a binding Guaranty, (the "Guaranty"), in the form attached hereto as Exhibit "C," executed by Tenant's parent or sponsor and acknowledged by a notary public. Tenant shall immediately notify Landlord in writing if Tenant's parent or sponsor refuses to sign the Guaranty. If the signed and acknowledged Guaranty is received by Landlord within fifteen (15) days from the date that Tenant's rental application is

Landlord's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

submitted to Landlord, or upon Landlord's receipt of notification that Landlord will not receive the signed and acknowledged Guaranty, Landlord may, in Landlord's sole discretion, cancel this Lease upon seven (7) days written notice to Tenant. Landlord at this time may also decide to not cancel this Lease. If Landlord discovers that the Guaranty has been forged, Landlord may, in Landlord's sole discretion, terminate the Lease immediately. It is Landlord's policy to vigorously pursue criminal prosecution in cases of forgery. Notwithstanding the foregoing, Landlord's receipt of the signed and acknowledged Guaranty is not a condition precedent to this Lease taking effect. To the contrary, upon signing this Lease, Tenant is liable for all of Tenant's obligations set forth herein. Failing to provide Landlord with Guaranty agreement prior to the Lease start date does not cancel this lease.

Initial \_\_\_\_\_

**19. Maintenance and Repairs.** Upon receipt of written demand by Tenant, Landlord shall use reasonable efforts to repair and maintain the mechanical systems and leased appliances serving or within the Apartment Unit, as necessary, to keep them in good operating order; provided that, Tenant shall bear the cost of any maintenance or repairs made necessary because of misuse of the systems or appliances by Tenant, Tenant's Roommates, or any guests, or any of Tenant's or Tenant's Roommates' guests or invitees.

**20. Access to Premises.** Tenant shall provide Landlord with access to the Bedroom and Apartment Unit at all reasonable hours of the day to deliver notices and/or to inspect the Bedroom and Apartment Unit or exhibit the Bedroom and Apartment Unit to prospective or actual tenant(s), or at any time of day in the event of emergency. Workmen may enter the Bedroom or Apartment Unit at any time when authorized by Landlord to facilitate repairs to any part of the Property. If Tenant is not personally present to permit any such permissible entry into the Bedroom or Apartment Unit, Landlord may enter same by a key, or forcibly, without being liable for damages, therefore and without affecting Tenant's obligations hereunder. Tenant is responsible for informing Tenant's Roommates of any pending requests to enter the Apartment Unit to facilitate maintenance or repairs.

**21. Advertising for Rental.** Tenant shall allow Landlord at all times to place "for sale" or "for rent" notices on the Apartment Unit or Property, and to not interfere with such notices.

**22. Return of Possession.**

**A. Surrender Upon Termination of Lease.** At the end of the Lease Term, or if this Lease is sooner terminated by Landlord, Tenant shall surrender the Bedroom and Apartment Unit to Landlord, after having it professionally cleaned, in the same condition in which it was received, normal wear and tear excepted, and shall return to Landlord all keys and access devices to the Bedroom, Apartment Unit, Property and mailbox.

**B. Tenant's Property Left Behind.** If any of Tenant's property is left in or about the Property after Tenant vacates, surrenders, abandons, or is evicted from the Property, Landlord may remove or dispose of that property. Tenant waives any claims for damage or loss as a result of such disposal of Tenant's property. Tenant shall be liable to pay for the cost of time and material to remove, store and/or dispose of Tenant's property and must reimburse Landlord immediately upon written demand for same.

Initial: \_\_\_\_\_

**C. Definitions.**

(1) "Normal wear and tear" means deterioration that occurs naturally during use of an item for the purpose and in the manner intended without negligence, carelessness, accident, or abuse.

(2) "Surrender" occurs when Tenant has vacated the Apartment Unit, in Landlord's reasonable judgment, and Tenant has returned keys and access devices to the Apartment Unit to Landlord.

(3) "Abandonment" occurs when (a) Tenant has vacated the Apartment Unit, in Landlord's reasonable judgment; (b) Tenant is in breach of this Lease by not paying timely rent; and (c) Landlord has served Tenant with a notice to vacate as required by the Texas Property Code and Tenant has not responded to such notice within the time required in such notice.

**23. Property Loss Due to Casualty/Fire.** Tenant shall be responsible for and indemnify Landlord against any loss, damage, casualty, cost of repair, maintenance, or expense, including but not limited to court costs and attorney's fees, including such as may be caused by fire, flood, or any accident, that is caused by Tenant's wrongful acts or negligence, or that of Tenant's guests or invitees.

**24. Assignment and Subletting.**

(1) Tenant may not assign this Lease or sublet any part of the Property without Landlord's prior written consent.

(2) If Tenant requests an early termination of this Lease under this Section 24, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.

(3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign:

- (a) a new lease with terms not less favorable to Landlord than this Lease or otherwise acceptable to Landlord;
- (b) a sublease with terms approved by Landlord; or
- (c) an assignment of this Lease in a form approved by Landlord.

(4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord \$200.00.

(5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this Lease because of an assignment or sublease. An assignment of this Lease or a sub lease of this Lease without Landlord's written consent is voidable by Landlord.

Landlord's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

Initial \_\_\_\_\_

**25. Furniture.**

**A. Accepted "As Is".** By signing this Lease, Tenant agrees that the Furniture is in good, serviceable condition and completely acceptable to Tenant, agreeing to accept such Furniture "as is" and "with all faults."

**B. Tenant's Responsibilities.** Tenant shall be responsible for maintaining the Furniture during the Term of the Lease and returning the Furniture to Landlord in the same condition in which Tenant received it, ordinary wear and tear excepted. Tenant shall not remove any article of Furniture from the Bedroom or from the Apartment Unit in which it was originally located on the Commencement Date, nor shall Tenant move any furniture intended for indoor use outdoors or on balconies. If any of the Furniture in Tenant's Bedroom is damaged beyond normal wear and tear or cannot be returned to Landlord for any reason, Tenant shall be fully responsible to pay for the full replacement cost of the damaged or missing article of Furniture, including labor and freight, shipping, and taxes. If any of the Furniture in the common areas of the Apartment Unit is damaged beyond normal wear and tear or cannot be returned to Landlord for any reason, Tenant shall be jointly and severally liable with the other tenants in the Apartment Unit to pay for the full replacement cost of the damaged or missing article of Furniture, including labor and freight, shipping, and taxes.

**C. Landlord's Right to Remove Furniture.** Landlord shall have the right to remove any article of Furniture from the Apartment Unit or the Bedroom if Landlord determines, in Landlord's sole and absolute discretion, that such article of Furniture subjects the occupants of the Bedroom or the Apartment Unit to any risk of harm or that the occupants behavior subjects the article of Furniture to risk of harm and Tenant shall not be entitled to any compensation for the loss of such article of Furniture.

**Furniture in the common area of the Apartment Unit:**

One refrigerator	One coffee table and end table	Three Chairs
One range/oven	One Sofa	(two and three bed unit)
One dishwasher	One window treatment	Four Barstools
One microwave	(in living room)	(four bed unit)
One full size washer and dryer	One television stand	

**Furniture in the Bedroom:**

One bed (mattress, frame, foot and headboard)	One window treatment	One desk
One desk chair	One dresser	

By initialing below, Tenant accepts all Furniture listed above "as is" and "with all faults."

Initial \_\_\_\_\_

**26. Pets.** Tenant shall not keep or allow or permit any of Tenant's guests to keep or allow any pets or other animals in or about any part of the Property at any time. In the event that Tenant violates this Section 25, Tenant shall pay a fee of one hundred dollars (\$100.00) to Landlord as liquidated damages and an additional fee of twenty-five dollars (\$25.00) for each additional day the pet remains on the Property. This fee shall be applied in all cases, even if Tenant is "keeping" the pet for a friend or the pet is just "visiting" with Tenant's guest. This fee shall be in addition to any other remedy available to Landlord under the terms of this Lease and the law. Tenant agrees that the actual damages that might be sustained by Landlord by reason of the breach by Tenant of this Section 25, absent specific, ascertainable damage caused by such pet, are uncertain and would be difficult to ascertain, and that the sum set forth above would be reasonable compensation for such breach. As such, Tenant hereby promises to pay, and Landlord hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. However, Tenant and Landlord agree that such sum set forth above is only to compensate Landlord for damages that are difficult to ascertain and shall not function to compensate Landlord for ascertainable damages by any pet. As such, Tenant understands and agrees that, in addition to the fees set forth in this Section 25, Tenant shall be liable to pay for all ascertainable damages caused by such pet.

**27. Holdover.** If Tenant fails to vacate the Property by the Termination Date, Tenant will pay Landlord Rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to, lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

**28. Residential Landlord's Lien.** Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Texas Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Texas Property Code.

**29. Subordination.** This Lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or

Landlord's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

**30. Casualty Loss or Condemnation.** Section 92.054, Texas Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

## **Article II. Additional Terms**

**2.01. Exhibits.** The Exhibits described in Article I of this Lease are incorporated herein as if set forth at length.

**2.02. Rules and Regulations.** Tenant agrees to comply with the Rules and Regulations set forth in Exhibit "B" and any other Rules and Regulations which Landlord may promulgate with respect to the Property in the future.

**2.03. Entire Agreement.** There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

**2.04. Binding Effect.** This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.

**2.05. Joint and Several.** All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.

**2.06. Waiver.** Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.

**2.07. Severable Clauses.** Should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable.

**2.08. Controlling Law.** The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.

**2.09. Attorney's Fees and Costs.** If on account of Tenant's breach or default hereunder, Landlord employs an attorney to present, enforce or defend any of its rights or remedies hereunder, Tenant shall pay all reasonable attorney's fees, costs of court and litigation expenses incurred by the Landlord in this regard.

**2.10. Communications Between Landlord and Tenant.** All notices, requests or demands, from Landlord to Tenant, ("Landlord Communications"), may be served on Tenant by delivering the Landlord Communication to Tenant personally, by leaving a copy of the Landlord Communication at, or inside, the Apartment Unit, or by mailing a copy of the Landlord Communication to Tenant by registered or certified mail, postage prepaid, addressed to Tenant at the Apartment Unit. All notices, requests or demands, from Tenant to Landlord, ("Tenant Communications"), may only be served on Landlord by delivering the Tenant Communication to the Property Manager personally or by mailing a copy of the Communication to the Property Manager by registered or certified mail, postage prepaid, addressed to the Property Manager's address set forth in Article I of this Lease. Delivery of a Tenant Communication to Landlord shall only be deemed effective if served on Property Manager in accordance with this paragraph.

**2.11. Alarm Systems and Smoke Detectors.** Landlord, at its sole option, may elect to install certain alarm devices that are not required by law. For example, each Apartment Unit may be equipped with a switch or switches which, when activated, will sound an alarm indicating an emergency within that particular Apartment Unit. The installation of such an alert or alarm system shall not be construed as an undertaking or representation by Landlord that it will monitor such system or that it will provide personnel to respond when an alarm has been activated. The Apartment Unit has been equipped with one or more smoke detectors. Tenant shall be responsible for testing such detector and providing written notice to Landlord of any problems with same. Further, Tenant agrees not to disable or otherwise tamper with such detector.

**2.13. Time is of the Essence.** Time is of the essence with respect to all provisions of this Lease.

**2.14. Successors and Assigns.** The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, legal representatives, and assigns. Notwithstanding the foregoing, in event of a sale or conveyance by Landlord of the Apartment Unit or the Property, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Lease in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Except as set forth in this paragraph, this Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee. Upon delivery of Tenant's Security Deposit by Landlord to a successor in interest, Landlord shall be discharged from any further liability with regard to same.

**2.15. Military Personnel Clause.** Tenant may terminate this Lease if Tenant is drafted into the U.S. Armed Forces. Tenant may also terminate this Lease if Tenant is: (a) a member of the U.S. Armed Forces or reserves on active duty; or (b) 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 Tenant: (i) receives orders for permanent change-of-station, (ii) receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) is relieved or released from active duty. After Tenant delivers to Landlord Tenant's written termination notice, this Lease will be terminated under this Section 2.15 thirty (30) days after the date on

Landlord's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

which Tenant's next rental payment is due. In order to be entitled to such right to terminate, Tenant must furnish Landlord with a copy of Tenant's military orders, such as permanent change-of-station orders, call up orders, or deployment orders or letter. Military permission for base housing shall not constitute a permanent change of-station order. After Tenant has vacated the Property, Landlord will return Tenant's Security Deposit, less lawful deductions. For the purposes of this Lease, orders described above will only release the Tenant who qualifies under (a) or (b) above and receives the orders during the Lease Term. A co-resident who is not Tenant's spouse or dependent cannot terminate under this Section 2.15. Unless Tenant states otherwise, Tenant represents, as of the signing of this Lease, that: (1) Tenant does not already have deployment or change-of-station orders; (2) Tenant will not be retiring from the military during the Lease Term; and (3) the term of Tenant's enlistment or obligation will not end before the Lease Term ends. 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 Tenant moves out, less rents received from others in mitigation. Tenant agrees that the actual damages that might be sustained by Landlord by reason of the breach by Tenant of this Section 2.15 would be difficult to ascertain, and that the sum set forth above would be reasonable compensation for such breach. As such, Tenant hereby promises to pay, and Landlord hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Tenant shall immediately notify Landlord if Tenant is called to active duty or receives deployment or permanent change-of station orders.

**ADDENDUM (C) SCHEDULE OF RENT INSTALLMENTS**

Our lease is NOT a 365-day lease term. We have taken the total amounts due for stated dates on page one of this lease and divided into twelve (12) equal installments to simplify schedule of payments for the lease holder.

The rental installment payments are due on or before the following dates:

- |                       |                      |                   |
|-----------------------|----------------------|-------------------|
| (1) August 24, 2013   | (5) December 1, 2013 | (9) April 1, 2014 |
| (2) September 1, 2013 | (6) January 1, 2014  | (10) May 1, 2014  |
| (3) October 1, 2013   | (7) February 1, 2014 | (11) June 1, 2014 |
| (4) November 1, 2013  | (8) March 1, 2014    | (12) July 1, 2014 |

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year first above written.

TENANT

LANDLORD

Royal San Antonio 3, LLC,  
an Illinois limited liability company

By: Next Chapter Properties, LLC,  
an Illinois limited liability company,  
as Property Manager for Landlord

By: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

\_\_\_\_\_  
(typed or printed name)

Its: REPRESENTATIVE/AGENT

Witnessed By: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

*Tenant's signature must be notarized if Tenant does not sign in the presence of an authorized representative of Landlord or Property Manager.*

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by:

\_\_\_\_\_, Who are personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

If not notarized, this lease was signed in the presence of \_\_\_\_\_; representative of above named landlord.

**Exhibit "A"**

Lot 14, Block 6, new city block 14616, Royal SA 3, In the city of San Antonio, Bexar County, Texas, according to the plat thereof recorded in volume 9608, Page 37, Deed and Plat Records of Bexar County, Texas.

The Property described and shown hereon is the same property described in Fidelity National Tile Insurance Company Commitment No 4002000151, Effective February 17, 2011

Landlord's Initials: \_\_\_\_\_

Tenant's Initials: \_\_\_\_\_

**Lease – re: Guests and Gatherings**

**10. Use and Occupancy of Property.**

**A. Residential Purposes Only.** Tenant shall not use the Bedroom, Apartment Unit and/or Furniture for any purposes other than residential purposes, nor shall Tenant permit any other person to use the Bedroom, Apartment Unit and/or Furniture for any purposes other than residential purposes.

**B. Occupancy by Tenants Only.** Tenant shall not permit any person who is not a tenant under a written lease agreement with Landlord with respect to the Apartment Unit to reside in the Apartment Unit. No guest may stay in the Apartment Unit for more than two (2) consecutive days or more than four (4) days total in any thirty (30) day period without Landlord's prior written consent. The occupancy of the Apartment Unit by an unauthorized guest in excess of said periods shall be deemed a breach of this Lease and shall entitle Landlord to recover rent from Tenant for such guest's occupancy of the Apartment Unit in an amount equal to that being paid by Tenant, prorated over the number of days that the guest occupied the Apartment Unit and shall, in addition, entitle the Landlord to exercise any other right pursuant to this Lease and under the law.

**C. Phone Numbers.** Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than five (5) days after a change.

**D. Prohibitions.** Unless otherwise authorized by this Lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for:

- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
- (2) the repair of any vehicle;
- (3) any business of any type, including but not limited to child care;
- (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

**F. Agreement to Live in a Cooperative Manner.** Tenant understands and agrees that Tenant has been permitted to lease an undivided portion of the Apartment Unit at a rental rate that is less than would be required for the rental of the entire Apartment Unit and that Landlord intends to rent other undivided portions of the Apartment Unit to other persons. Tenant acknowledges that Tenant knowingly consented to this arrangement and agrees to live in a cooperative manner with all of the Roommates who will share the Apartment Unit with Tenant. Tenant understands that Tenant and Tenant's Roommates must agree between and among themselves as to how utilities and other costs of living will be shared and paid.

Tenant further understands and agrees that, if the Apartment Unit is rented at less than full occupancy, Landlord will lock the doors to the bedrooms which are not leased and that Tenant shall not have access to such bedrooms.

**G. Gatherings.** No gatherings including more than fourteen (14) guests are permitted, unless Tenant obtains written permission for such gatherings prior to holding such gatherings. Tenant agrees that pre-approved gatherings will not spill out into the breezeways or stairwells of the property. At no time shall Tenant permit more than ten (10) guests to be in common areas of the Property outside of Tenant's Apartment Unit. Tenant agrees that the following procedures shall apply to situations in which Landlord receives a complaint regarding noise being created by Tenant or Tenant's guests, or a gathering being held by Tenant at the Property; provided that, such procedures shall be in addition to any additional remedies available to Landlord pursuant to this Lease and otherwise under the law:

- 1st Complaint A written warning will be issued to Tenant and the gathering will be shut down;
- 2nd Complaint A \$25.00 fine will be assessed against Tenant and the gathering will be shut down;
- 3rd Complaint A \$50.00 fine will be assessed against Tenant and the gathering will be shut down;
- 4th Complaint A \$100.00 fine will be assessed against Tenant and the gathering will be shut down.

**H. Smoking Prohibited.** Tenant shall not smoke, nor shall Tenant permit any of Tenant's guests or invitees to smoke, within any Apartment Unit or any other part of the Property. Due to the increased risk of fire, increased maintenance costs, and the known health effects of second-hand smoke, smoking is prohibited indoors in any area of the Property; both private and common. This policy applies to all Owners, Tenants, guests and service persons. Tenants are responsible for ensuring that family members, roommates and guests comply with this rule. If smoking, or the remnants of smoking are observed in Tenant's Apartment Unit, or any indoor common area, Tenant will be issued a written notice of violation and Tenant shall pay Landlord the amount of \$300.00, plus an additional \$25.00 charge for each additional day that Tenant is determined to be in violation of this paragraph. Tenant agrees that the actual damages that might be sustained by Landlord by reason of the breach by Tenant of this paragraph, absent specific, ascertainable damage caused by smoking, are uncertain and would be difficult to ascertain, and that the sum set forth above would be reasonable compensation for such breach. As such, Tenant hereby promises to pay, and Landlord hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. However, Tenant and Landlord agree that such sum set forth above is only to compensate Landlord for damages that are difficult to ascertain and shall not function to compensate Landlord for ascertainable damages arising from smoking. As such, Tenant understands and agrees that, in addition to the amounts set forth in this paragraph, Tenant shall be liable to pay for all ascertainable damages caused by smoking, and that Landlord may, in its discretion, declare the Lease to be in default.

### **I. Agreement to Refrain from Offensive, Illegal or Dangerous Conduct.**

Tenant shall not cause or permit anything to be done in or about the Property which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property or injure, annoy, or disturb them, or allow the Property to be used for any improper, immoral, unlawful, or objectionable purpose, or commit any waste. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Property and its occupancy and shall promptly comply with all governmental orders and directions for the correction, prevention and abatement of any violations at the Property caused or permitted by, or resulting from Tenant's use of the Property all at Tenant's sole expense. Tenant shall not do or permit anything to be done on or about the Property or bring or keep anything on the Property which will in any way increase the rate of, invalidate or prevent the procuring of any insurance protecting against loss or damage to the Property or any of its contents by fire or other casualty or against liability for damage to property or injury to persons in or about the Property or any part thereof.

### **Rules & Regulations**

3. The Landlord acknowledges the right of Tenant to entertain friends and to have guests. Tenant, members of Tenant's family, and guests shall at all times maintain order in the apartment and at all places on the grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents. All radios, television sets, compact disk players, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the Premise at any time. No incense or other odor producing items shall be used on the premises. Because of the nature of the apartments, it is understood that offensive noises and/or odors are expressly prohibited. Consumption of alcoholic beverages by those under the age of 21 years is prohibited. Any illegal activity within the apartment or common areas may be cause for eviction of Tenant by Landlord. Tenants will not advertise or permit the advertising of the premises as a place for holding a public function, party, or social gathering.

17. There shall be no air rifles, firearms, pellet guns, slingshots, or any other similar device on the premises at any time for any reason. If any such item is found in Your possession, or in Your Apartment, You will be subject to eviction.

18. Residents are not permitted to go on any roof of any building at any time.

21. Doors and windows should be locked, and visitors identified before allowed into Your apartment. Try not to walk on campus, through parking lots, or in courtyards alone, especially after dark. Use good common sense, and think about safety. If there is any suspicious activity around the apartment complex, call 911 immediately.

### **Clubhouse After Hours Access Agreement**

3. Only 3 guests are permitted at a time unless You receive permission from Landlord in advance.
4. You MUST be present with Your guests at all times.
5. You will be responsible for any property loss or damage incurred during Your presence and/or the presence of Your guest(s).
8. Propping open of any door, or opening any window is not permitted at any time.

# RULES AND REGULATIONS

Madera Apartments  
Exhibit "B"

PER YOUR LEASE AGREEMENT, YOU ARE AGREEING TO COMPLY WITH ALL THE FOLLOWING RULES AND REGULATIONS OF LANDLORD.

1. Pets are not allowed in the rental units, or on premise whether they belong to a Tenants or belong to a guest that is visiting. A written violation will be issued to the Tenant specifying the date and location along with a \$100.00 lease violation charge. There will be a \$25.00 charge for each additional day the pet is in the unit, all charges will be assessed against the Tenant, and Landlord may, in its discretion, declare the Lease to be in default.
2. Smoking is not allowed in the rental units or indoor common areas of this property. Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited indoors in any area of the property; both private and common. This policy applies to all Owners, Tenants, guests and service persons. Tenants are responsible for ensuring that family members, roommates and guests comply with this rule. If smoking, or the remnants of smoking are observed in Your unit, or any indoor common area, You will be issued a written violation and charged \$300.00. There will be a \$25.00 charge for each additional day that You are in violation, and Landlord may, in its discretion, declare the Lease to be in default.
3. The Landlord acknowledges the right of Tenant to entertain friends and to have guests. Tenant, members of Tenant's family, and guests shall at all times maintain order in the apartment and at all places on the grounds, and shall not make or permit any loud, improper or boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents. All radios, television sets, compact disk players, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the Premise at any time. No incense or other odor producing items shall be used on the premises. Because of the nature of the apartments, it is understood that offensive noises and/or odors are expressly prohibited. Consumption of alcoholic beverages by those under the age of 21 years is prohibited. Any illegal activity within the apartment or common areas may be cause for eviction of Tenant by Landlord. Tenants will not advertise or permit the advertising of the premises as a place for holding a public function, party, or social gathering.
4. The driveways, sidewalks, courts, entry passage, stairs and halls shall not be obstructed, used for bicycles, motorcycles and other vehicles or any purpose other than ingress and egress. Parking of Tenant vehicles in other than designated parking area is strictly prohibited. Tenant agrees to abide by all parking regulations as defined in the Parking Rules and Regulations and in particular not to double park, park in fire lanes, obstruct the flow of traffic, park in prohibited area, park on landscaped areas or otherwise violate, parking provisions in force from time to time. In the event parking decals shall be required, Tenant agrees to display such decal as instructed. Tenant agrees that for such violation of any reasonable parking regulations in force from time to time, including failure to display decal, Tenant's vehicle and the vehicles of Tenant's guests may be subject to being towed at Tenant's expense or to fees put in force by the Landlord from time to time.
5. Use of foil and other similar unsightly materials over windows is strictly prohibited. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds shall not be removed. If Tenant installs draperies over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the Premise resulting from failure caused by leaving windows or doors open during inclement weather will be the responsibility of the Tenant.
6. Locks may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys must be left in place upon vacating the Premises. Duplication of any key is strictly forbidden and all original keys must be returned to Landlord upon termination of occupancy or Landlord may impose a reasonable charge.
7. Tenant, at Tenant's expense, shall be responsible for replacement of all interior incandescent light bulbs. All bulbs must be operational at the time the Tenant vacates the Premise.
8. Solicitation shall not be permitted on the apartment complex, either by Tenants or outside solicitors, without the prior written permission of the Management.

9. Tenant must keep all utilities to the Premises active; You can not turn them off if You leave, even for vacation. Unless Landlord instructs you otherwise, You must, for 24-hours a day during freezing weather, (a) keep the apartment heated to at least 50°F, (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. You are liable for damage to Your property and other's property if damage is the result of the utilities being turned off or because of broken water pipes due to Your violation of these requirements.

10. All trash and garbage will be placed in receptacles in locations designated by Landlord. Tenant agrees to place trash and refuse directly into such dumpsters and not leave trash and refuse in the units, breezeways, balconies, common area, or similar places. Tenants who have qualified for government issued handicap parking permits may apply for and receive free trash removal service by the Landlords' maintenance staff. Those Tenants who qualify for this service will put bagged trash outside their front door between 8:00AM and 10:00AM on Mondays, Wednesdays, and Fridays. Those Tenants that do not qualify for this service may be charged for removal of trash (\$25.00 per bag) from outside their door or apartment. Tenant is responsible for cleanliness of area in front of their apartment and for any common area used by Tenant or their guest. If Landlord cleans cigarette butts from the common areas outside an apartment, a cleaning fee of \$25.00 per occurrence may be assessed. Landlord reserves the right to impose a reasonable fee for any violation of this provision as well as for any littering by Tenant.

11. Washing vehicles and performing mechanical work thereon is strictly prohibited unless special areas are designated in Landlord's sole discretion.

12. Storage or use of any flammable items, explosive items, or grills is prohibited on or about the premise or apartment exterior or interior of any building. This includes use of balcony for storage or placement of any items other than patio/outdoor furniture.

13. No radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.

14. No furniture designed for indoor use will be placed outdoors for any purpose. Any furniture moved outdoors will be removed by maintenance and the cost of moving, storing and/or replacement of the furniture will be charged directly to the Tenant. Furniture owned by Landlord placed outside will be subject to a furniture fee per the lease agreement.

15. No motorcycles, scooters, or any other motorized vehicles are allowed in the Apartments.

16. Tenants will be held responsible for any damages to their Apartment or to the building, or to the common areas caused by Themselves or their guests.

17. There shall be no air rifles, firearms, pellet guns, slingshots, or any other similar device on the premises at any time for any reason. If any such item is found in Your possession, or in Your Apartment, You will be subject to eviction.

18. Residents are not permitted to go on any roof of any building at any time.

19. Residents will be charged \$50.00 for each broken or missing screen and \$100.00 for each broken or missing patio screen door. If a screen is damaged or missing when You move in, report it to Management immediately, and put that notice on Your check in sheet.

20. Dartboards are not permitted in the apartment. The repair of an area around a dartboard will easily cost over \$100.00. If a dartboard is found, You will be assessed \$100.00 plus repairs. Payment of the fee is required within 5 days of notice.

21. Doors and windows should be locked, and visitors identified before allowed into Your apartment. Try not to walk on campus, through parking lots, or in courtyards alone, especially after dark. Use good common sense, and think about safety. If there is any suspicious activity around the apartment complex, call 911 immediately.

22. Tenant is responsible for purchasing their own plunger for their unit and for plunging their own toilet when necessary. Failure to plunge bedroom toilet when necessary due to negligence or misuse by a tenant will result in a fee of \$25 should our on-site maintenance go in and plunge a toilet in your unit.

23. Landlord reserves the right at any time to make changes to these Rules and Regulations, as Landlord shall, in its judgment, determines to be necessary for the safety, and care of the premises.

24. No glass or glass containers of any kind are allowed in the pool area. All cigarettes and trash are to be disposed of properly.

Landlord expressly retains the right to increase the fees set forth herein if the initial fees do not prove to be a significant enough inducement for compliance with these Rules and Regulations. There are life safety issues not covered in these rules but are covered in applicable city and county ordinances. You shall conduct of Yourself and Your guests shall conduct themselves within city laws and codes.

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Tenant Signature

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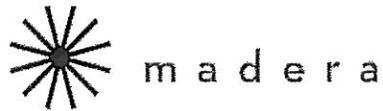
Date

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Landlord or its Agents Signature

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Date



## Clubhouse After Hours Access Agreement

### Madera Apartments

\_\_\_\_\_  
Name (Please Print)

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

As a resident at Madera (herein You/Your) You may enjoy the use of Our clubhouse and fitness center provided that You abide by the following policies detailed in this agreement. Once You have signed this agreement and received Your access card, You will be able to gain entry after office hours into the amenity building. Please be advised that there is video surveillance throughout all of the facilities. By signing this agreement, You agree that You and Your guest(s) will abide by the following rules:

1. Absolutely NO SMOKING within any of the facilities.
2. The Landlord is not responsible for You, Your acts, Your omissions, Your property, or Your guest(s).
3. Only 3 guests are permitted at a time unless You receive permission from Landlord in advance.
4. You **MUST** be present with Your guests at all times.
5. You will be responsible for any property loss or damage incurred during Your presence and/or the presence of Your guest(s).
6. You understand that in the fitness room You are using the equipment at Your own risk.
7. Please report immediately any noticeable repairs that need to be made to the Landlord.
8. Propping open of any door, or opening any window is not permitted at any time.
9. Please respect the presence of others while using the facility.
10. Have fun responsibly.

You further agree to abide by all property policies, local ordinances and state laws, including but not limited to those referring to alcohol consumption, use of drugs or controlled substances, disturbing the peace, disorderly conduct, vandalism, or theft, and You are responsible to insure that Your guests abide by the same agreements, rules and regulations. It is understood that You will leave the amenity building, parking area, and any related areas free of trash and damages. Madera (herein Owner, We, Ours, Us) and is Agents reserve the right to revoke amenity building access to any tenant with or without cause.

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