

TEXAS RESIDENCE LEASE AGREEMENT

1. PARTIES: The parties to this Lease are the Property's management company, Landlord: Timberview Properties, LLC; and Tenant(s): TENANT.

2. PROPERTY: Landlord leases to Tenant the following real property:

Address:

ADDRESS

in COUNTY County, Texas,

together with the following non-real-property items:

NONE. Appliances at Property are not included in the lease agreement; however, appliances on the property are available for the use of Tenant.

The real property and the non-real-property are collectively called the "Property."

3. TERM:

A. Primary Term: The primary term of this Lease begins and ends as follows:

Commencement Date: DATE Expiration Date: DATE

B. Delay of Occupancy: Tenant must occupy the Property within seven days after the Commencement Date. If Tenant is unable to occupy the Property by the fifth day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this Lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant as Tenant's sole remedy, and Landlord will refund to Tenant the security deposit and all rent paid. If Tenant does not terminate this Lease, then Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, make-ready items, or any matters other than construction or holdover by a prior tenant.

4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:

A. This Lease automatically renews on a month-to-month (at will) basis unless Landlord or Tenant provides the other party written notice, including signature, of termination not less than **45 days before the Expiration Date**. Notice via text message is NOT sufficient for this purpose.

B. If this Lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.

C. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for all obligations of Tenant in this Lease, including providing notice of termination. Strict compliance with dates by which notice must be provided is required.

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5. RENT:

A. Prorated Rent: On or before DATE, Tenant will pay Landlord \$ DOLLAR as prorated rent from the Commencement Date through the last day of the month in which this Lease begins.

B. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$ DOLLAR for each full month during this Lease.

The first full month's rent is due and payable not later than DATE.

Thereafter, Tenant will pay monthly rent so that Landlord actually receives monthly rent on or before the first day of each month during this Lease. **Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent so that Landlord receives it on or before the first day of each month.**

C. Fixed Rent Increases: The monthly rent shall increase to \$DOLLAR on DATE.

D. Place of Payment: Your rent payment can be received in the following manners:

(1) ETF Payment

(2) PayNearMe Application

A \$55 processing fee will apply for all other payment options including but not limited to: (1) cash, check, money order deposits into Landlord's bank account, (2) paper checks received via mail.

No rent payments will be accepted in person.

Full rent payments and all other fees must be accepted by its rent due date. Any partial payment will be considered late and fees may apply.

E. Method of Payment:

(1) Tenant must pay all rent timely and without demand, deduction, or offset. Tenant waives the provisions of Texas Property Code 91.004(b).

(2) Time is of the essence for all of Tenant's obligations in this Lease, including the payment of rent. Strict compliance with rental due dates is required.

(3) Landlord requires that Tenant pay monthly rents by ePay or PayNearMe or other means acceptable to Landlord.

(4) If Tenant fails to timely pay any amounts due under this Lease or if any payment of Tenant is not honored by the institution on which it was drawn for any reason, rent is considered late. Landlord may also require Tenant to pay such amount and all subsequent amounts under this Lease in bank-certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.

F. Rent Increases: Landlord may increase the rent that will be paid during any month-to-month (at will) renewal period by providing at least 30 days written notice to Tenant.

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6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by 11:59 p.m. on the 1st day of the month in which it is due, Tenant is considered delinquent. Furthermore, late fees shall be as follows:

(1) an initial late charge on the 3rd day of the month equal to 10% of the Monthly Rent amount stated in Section 5(B) and

(2) an additional late charge of \$5.00 per day beginning on the 4th day of the month until all rent and late charges are paid in full. Total late charges (initial and additional) may not exceed \$375.00 in any one month.

B. The parties agree that the late charges are based on a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation and result from late payment of rent. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

C. For the purposes of paying rent and late charges, the mailbox is not the agent for receipt for Landlord and the postmark date is not the date Landlord constructively receives the payment.

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7. RETURNED CHECKS/ PAYMENTS: Tenant will pay Landlord \$75.00 for each check/payment Tenant tenders to Landlord which is returned or not honored by the financial institution on which it is drawn **for any reason**. Late fees may also be applied retroactively and in perpetuity until Landlord has been paid in full for all amounts owing Landlord.

8. APPLICATION OF FUNDS: Regardless of any notation on a check, Landlord may apply funds received from Tenant first to all non-rent obligations of Tenant, including but not limited to late charges, returned check charges, repairs, brokerage fees, utilities, animal charges, replenishment of security deposit, court costs, attorneys fees, and **then to rent.**

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9. SECURITY DEPOSIT/ LAST MONTH'S RENT PAYMENT:

A. Security Deposit: On or before execution of this Lease, Tenant will pay a security deposit to Landlord in the amount of \$DOLLAR. "Security Deposit" has the meaning assigned to that term in Texas Property Code 92.102.

B. Last Month's Rent Payment: Tenant's last month's rent payment of \$DOLLAR shall be due on DATE. Payment will be held until the month preceding Tenant's last full month of occupancy according to the lease agreement and any subsequent lease renewals.

C. Interest: No interest or income will be paid to Tenant on the security deposit and last month's rent payment. Landlord may place the security deposit and last month's rent payment in an interest-bearing or income-producing account and all interest or income earned will be paid to and retained solely by Landlord or Landlord's representative.

D. Refund / Accounting: Tenant must give Landlord at least 30 days written notice of surrender before Landlord is obligated to refund or account for the security deposit. Landlord has no duty to refund or account for a security deposit unless Tenant has also furnished Landlord a written statement containing Tenant's forwarding address.

Notices about Security Deposits:

(1) Texas Property Code 92.108 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.

(2) Bad faith violations of 92.108 may subject a tenant to liability up to three times the rent wrongfully withheld and the landlord's reasonable attorney's fees.

(3) The Texas Property Code does not obligate Landlord to return or account for the security deposit until Tenant surrenders the Property and gives Landlord a written statement of Tenant's forwarding address, after which Landlord has 30 days to account. Further, Landlord is not obligated to furnish a description and itemized list of deductions if Tenant owes rent when the premises are surrendered, and there is no controversy concerning the amount of rent owed. "Surrender" is defined in Paragraph 16 of this Lease.

(4) One may view Chapter 92 of the Texas Property Code here:

<http://www.statutes.legis.state.tx.us/Docs/PR/htm/PR.92.htm>.

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
 - (a) damages to the Property, excluding normal wear and tear;
 - (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 animal 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;
 - (k) packing, removing, and storing abandoned property;
 - (l) removing abandoned or illegally parked vehicles;
 - (m) costs of reletting (as defined in Paragraph 27) 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) all unpaid charges or fees for which Tenant is responsible under this Lease;
 - (p) mailing, service or delivery costs associated with sending notices to Tenant for any violations of this Lease;
 - (q) costs to rekey security devices as provided in Paragraph 19;
 - (r) costs to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;

(s) damages to the Property caused by smoking, including but not limited to stains, burns, odors and removal of debris; and

(t) all other unpaid charges or fees or other items Tenant is responsible to pay under this Lease.

(2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

10. UTILITIES:

A. Tenant will coordinate the connection of all utilities for the Property. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property including electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, fax and Internet connections. Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available at the Property, at all times this Lease is in effect: gas; electricity; water; wastewater; and garbage services.

C. Tenant is responsible for any modifications to the Property due the connection/disconnection of any and all utilities including but not limited to: cable, satellites, outlet repair, entry holes for utilities.

Notice: Before signing this Lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's residential use.

11. USE AND OCCUPANCY:

A. Occupants: Tenant may use the Property as a private residence only. Tenant may not use the Property for business purposes.

Terms and conditions of the Lease Agreement are based on the number of occupants. Additional occupants MUST be approved through the leasing process and may increase the monthly rent amount. The only persons Tenant may permit to reside on the Property during the term of this Lease are: (1) **OCCUPANTS**

B. Phone Numbers and Email: Tenant must promptly inform Landlord of all changes in Tenant's phone numbers (home, work, and mobile) and email address not later than 30 days after a change. Failure to notify Landlord of contact information changes may result in administrative fee no greater than \$25.

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C. HOA Rules: Tenant must comply with all owners' association rules and restrictive covenants affecting the Property. Tenant will reimburse Landlord for all fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant.

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 a suspension or cancellation of insurance coverage or an increase in insurance premiums.

E. 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, special use permit, owners' association rule, or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) any activity that obstructs, interferes with, or infringes on the rights of other persons near the Property or such persons' properties.

F. Guests: Tenant may not permit any guest to stay on the Property longer than 5 days per any 60 day period or the amount of time permitted by any owners' association rule or restrictive covenant, whichever is less, without Landlord's written permission.

G. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool, clubhouse or tennis courts).

12. ANIMALS:

A. Unless the parties agree otherwise in writing, **Tenant may not permit, even temporarily, any animal on the Property** (including but not limited to any mammal, reptile, bird, fish, rodent, or insect).

B. If Tenant violates Paragraph 9 or any agreement to keep an animal on the Property, Landlord may take all or any of the following actions:

- (1) declare Tenant to be in default of this Lease and exercise Landlord's remedies under Paragraph 27;
- (2) charge Tenant, as additional rent, an initial amount of \$60.00 and \$25.00 per day thereafter per animal for each day Tenant violates the animal restrictions;

(3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and

(4) charge to Tenant the Landlord's cost to:

(a) remove any unauthorized animal;

(b) exterminate the Property for fleas and other insects;

(c) clean and deodorize the Property's carpet and drapes; and

(d) repair any damage to the Property caused by the unauthorized animal.

C. When taking any action under Paragraph 9.B. Landlord will not be liable for any harm, injury, death, or sickness to any animal.

D. Tenant is responsible for the immediate (1) notification to Landlord and (2) removal of any "stray" animal that is found inhabiting the property and is subject to the fees and penalties outlined in this section if not done so.

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13. PARKING RULES: Tenant may not permit more than NUMBER vehicle(s) on the property. Recreational vehicles, including but not limited to trailers, motorcycles, all-terrain vehicles, jet skis, and boats, are not permitted on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owner's association. 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: (a) all inoperative vehicles on or adjacent to the Property, (b) all vehicles parked in violation of this paragraph or any additional parking rules made part of this Lease; or (c) all vehicles parked in violation of any law, local ordinance, or owner's association rule. Tenant will be assessed a \$100 violation fee if found in violation with the Parking Rules.

14. ACCESS BY LANDLORD:

A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. Landlord or Landlord's contractor may take interior and exterior photographs or images of the Property and use the photographs or images in any print or online advertisements to lease or sell the Property.

B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals,

lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

C. Trip Charges: If Landlord or Landlord's agents/ contractors have made prior arrangements with Tenant to access the Property and are later denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge of \$50.00.

D. Lockbox: A lockbox is a locked container placed on the Property holding a key to the Property. The lockbox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The lockbox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury).

(1) Tenant authorizes Landlord, Landlord's Property manager, and Landlord's broker to place on the Property a lockbox containing a key to the Property at any time during the term for the purpose of Property repairs and maintenance, appraisal, inspection, survey, finance, and refinance, and during the last 60 days of this Lease or any renewal or extension to facilitate showings to prospective buyers, tenants, inspectors, appraisers and lenders.

(2) Tenant may withdraw Tenant's authorization to place a lockbox on the Property by providing written notice to Landlord and paying Landlord a fee of One and One half times one month's rent as consideration for the withdrawal. Landlord will remove the lockbox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the lockbox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14.B.

(3) If Landlord or Landlord's agents have notified Tenant of their intent to access the Property to show it to prospects and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible, Landlord may charge Tenant a trip charge as provided in Paragraph 14.C.

(4) Landlord, the Property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the lockbox unless caused by the gross negligence of Landlord, Landlord's Property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

A. Landlord makes no express or implied warranties as to the Property's condition, suitability or habitability. Tenant has inspected the Property and accepts it in its **AS-IS, WHERE IS and WITH ALL FAULTS** condition.

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B. Tenant will complete a move-in report prior to occupying the property, noting all damages to the Property, and deliver it to Landlord within **two** days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages. The move-in report is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

A. Move-Out Condition: When this Lease ends, Tenant will surrender the Property in the same condition as when received. Tenant will leave the Property in a very clean condition free of all trash, debris, and all personal property. Please refer to Section 17 as items that must be done prior to vacating the property. Tenant is required to have carpets professionally cleaned upon move-out. Tenant may not vacate or abandon the Property for any length of time or for any purpose, except only for casualty repairs not caused by Tenant or Tenant's guests or contractors.

B. Definitions:

(1) “*Surrender*” occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:

(a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or

(b) Tenant returns all keys and all access devices that Landlord provided under this Lease.

(2) “*Abandonment*” occurs when all of the following occur:

(a) all occupants have vacated the Property, in Landlord's reasonable judgment; and

(b) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by re-occupying the Property by the time required in the notice, which will not be less than two days from the date the notice is affixed to the main entry door.

C. Personal Property Remaining After Move-Out:

(1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:

- (a) dispose of such personal property in the trash or a landfill;
- (b) give such personal property to a charitable organization; or
- (c) store and sell such personal property by following the procedures in Texas Property Code 54.045(b).

(2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16.C.(1) for packing, removing, storing, and selling the personal property remaining in the Property after surrender or abandonment.

17. 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 change heating and air conditioning filters at least once a month;**
- (4) supply and replace all light bulbs, 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 Property;
- (5) maintain appropriate levels of necessary chemicals or products in water softeners;
- (6) promptly eliminate all dangerous conditions on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace all lost or misplaced keys;
- (9) pay all periodic, preventive, or additional extermination costs desired by Tenant or deemed necessary by Landlord;
- (10) remove all standing water;
- (12) 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;
- (13) remove all debris from gutters, roof, etc.
- (14) water the foundation of the Property at all reasonable and appropriate times; and
- (15) promptly notify Landlord, in writing, of all needed repairs.

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B. Yard Maintenance:

(1) “*Yard*” means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property.

(2) “*Maintain the yard*” means to perform activities such as, but not limited to: (a) mowing, fertilizing, irrigating and trimming the yard as well as pruning bushes and trees; (b) controlling pests in the yard; (c) remove all debris from gutters and roof; (d) maintain that the exterior of the Property is free from excessive dirt, algae, moss, etc.; and (e) removing debris from the yard.

(3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times in order ensure that the yard remains healthy.

(4) Tenant, at Tenant's expense, will maintain the yard. If Tenant elects to have the yard maintained by a professional service, Tenant must supply Landlord, in writing, with company information.

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

D. 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. Tenant may not:

(1) remove any part of the Property, fixtures, 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 and grooves in paneling;

(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, paint, or wall coverings;

(7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;

(8) keep or permit any hazardous material on the Property such as flammable or explosive materials;

(9) keep or permit any material which causes any liability or fire and extended insurance coverage to be suspended or canceled 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 or Tenant's interest in this Lease.

E. Failure to Maintain: If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs.

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F. Smoking: Smoking by Tenant, Tenant's guests, family, or occupants is not permitted on the Property (including but not limited to the garage or outdoor areas of the Property). If smoking occurs on the Property, then Tenant will be in default, Landlord may exercise Landlord's remedies under Paragraph 27 and Landlord may deduct from the security deposit all damages caused by smoking.

18. REPAIRS: Property is rented as-is. Tenant bears the majority of the responsibility of repairs that occur due to normal wear and tear, negligence, accident, etc. Repairs that go undocumented and/or undisclosed is considered a violation of the Lease Agreement.

(Notice: Texas Property Code 92.051-062 governs repair obligations).

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A. Repair Requests: **All requests for repairs must be in writing via email to timberviewrepairs@gmail.com.** If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, call Landlord's Property manager and leave a detailed message of the emergency. Ordinarily, a repair to the heating and air conditioning system is not an emergency. Any and all water leaks must be reported immediately via email and phone call.

B. Completion of Repairs:

(1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any

repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.

(2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Texas Property Code.

C. Payment of Repair Costs: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay, the first \$35 of the cost to repair each condition in need of repair, and Landlord will pay the remainder unless said repair is the responsibility of the tenant (see Section 18 C.2).

(1) Repairs that Landlord will Pay Entirely: Landlord will pay the entire cost to repair:

(a) a condition caused by the Landlord or the negligence of the Landlord;

(b) wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment.

(c) a condition that materially affects the health or safety of an ordinary tenant which is not caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant; and

(2) Repairs that Tenant will Pay Entirely: Tenant will pay Landlord or any contractor Landlord directs Tenant to pay the entire cost to repair if a condition is caused, purposely, by accident, and/or due to normal wear and tear by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible). Common examples are but not limited to:

(a) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;

(b) damage to doors, cabinets, windows, or screens; and

(c) damage from windows or doors left open;

(d) broken faucets, fixtures, outlets, light switches, etc;

(e) damage to the roof and or gutters due to Tenant neglect;

(f) leaking drain pipes due to items being placed under sink cabinets.

(3) Appliances or Items that will not be Repaired: Landlord does not warrant and will not repair or replace any and all appliances.

D. Trip Charges: If Landlord or a repair person is unable to access the Property after notifying Tenant, Tenant will pay a trip charge of \$50, AND any trip charges the repair person may charge. Note: This amount may be different from the amount stated in Paragraph 14.C. Additional charges may apply if Tenant did not fully disclose the extent of any repair, if it is determined that the needed repair went unmentioned for an unreasonable amount of time and caused additional damage, or if repair did not warrant the use of a repair person.

E. Advance Payment and Reimbursement: Landlord may require advance payment for repairs for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

F. NOTICE: If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this Lease or the Texas Property Code, Tenant may be entitled to exercise remedies under Texas Property Code 92.056 and 92.0561. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the Lease and obtain an appropriate refund under section 92.056(f); (2) have the condition repaired or remedied according to Section 92.0561; (3) deduct from the rent, without necessity of judicial action, the cost of the repair or remedy according to Section 92.0561; and (4) obtain judicial remedies according to Section 92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable Sections. The Texas Property Code presumes that seven days is a reasonable period of time for the Landlord to repair a condition unless there are circumstances which establish that a different period of time is appropriate such as the date on which Landlord receives Tenant's notice, the severity and nature of the condition, and the availability of materials, labor, and utilities. Failure of Tenant to strictly follow the procedures in the applicable Sections may jeopardize Tenant's remedies and cause Tenant to be in default of the Lease.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

A. Texas Property Code 92.151-92.170 requires the Property to be equipped with certain types of locks and security devices. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within seven days after Tenant moves in. "Security device" has the meaning assigned to that term in Texas Property Code 92.151(11).

B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may be installed only by contractors authorized by Landlord.

C. If Tenant vacates the Property in breach of this Lease, Landlord may deduct from Tenant's security deposit the reasonable cost incurred by Landlord to rekey a security device as authorized by Texas Property Code Section 92.156(e).

20. SMOKE DETECTORS: Texas Property Code 92.251–92.264 requires the Property to be equipped with smoke detectors in certain locations. Requests for additional installation, inspection, or repair of smoke detectors must be in writing. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a

working battery may subject Tenant to civil penalties and liability for damages and attorney fees under Texas Property Code 92.2611.

21. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons including neighbors, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, Tenant's contractors any occupants, or any animals.

22. HOLDOVER: If Tenant fails to vacate the Property at the time this Lease ends, Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, diminution in the Property's value, and attorney's fees. Rent for any holdover period will be three times the monthly rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. RESIDENTIAL LANDLORD'S LIEN: Landlord has 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. Texas Property Code 54.041 –54.048 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 all other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of Texas Property Code 54.045.

24. SUBORDINATION: This Lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) all liens or encumbrances now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) all renewals and extensions of any such liens or encumbrances; (v) all restrictive covenants; (vi) all public and private easements, rights-of-way, deed restrictions, mineral leases, utility agreements, zoning and municipal ordinances, and (vii) the rights of all owners' associations affecting the Property.

25. CASUALTY LOSS OR CONDEMNATION: Texas Property Code 92.054 governs the rights and obligations of the parties regarding a casualty loss to the Property. All proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property and Tenant assigns to Landlord all of such proceeds otherwise payable to Tenant. For the purpose of this Lease, eminent domain proceedings for or condemnation of all or a part of the Property is a casualty loss.

26. SPECIAL PROVISIONS:

A. Smoking is not allowed at the Property

B. Without regard to Paragraph 16, at move-out, Tenant agrees to have the carpets professionally cleaned by a registered carpet cleaning company. Tenant agrees to provide a paid invoice as proof of cleaning. If carpets are not professionally cleaned, then Tenant agrees to pay Landlord's assessed cost for cleaning.

C. All holes in walls or ceilings caused by Tenant will be properly filled and painted to match existing surface.

D. Keyless locking devices shall be left unlocked whenever the Property is unoccupied to prevent lockout.

E. A \$75.00 witness fee will be added to each court cost filing fee.

F. Landlord is permitted to assess a reasonable fee in order to satisfy the conditions stated in the Lease Agreement.

27. DEFAULT:

A. If Landlord fails to comply with this Lease, Tenant may seek any relief provided by law, *provided* that Tenant has furnished Landlord with written notice sent by registered or certified mail, return receipt requested, identifying the non-compliant issue and Landlord has not cured or commenced to cure the non-compliant issue within 30 days after Landlord's receipt of Tenant's notice.

B. If Tenant fails to timely pay all amounts due under this Lease or otherwise fails to comply with this Lease, Tenant will be in default and:

(1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least three-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 Paragraph 23 and any other rights under this Lease or the Texas Property Code; and

(4) Tenant will be liable for:

(a) all 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 re-lease 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 costs, costs of service, 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.

C. Notice to vacate under Paragraph 27.B.(1) may be by any means permitted by Texas Property Code 24.005.

D. If Tenant abandons the Property in violation of this Lease, then Landlord will attempt to mitigate any damage or loss caused by Tenant's abandonment by attempting to re-lease the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION: This Lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended or terminated by written agreement of the parties; (iii) terminated earlier under Paragraph 27; or (iv) terminated pursuant to law.

A. **Special Statutory Rights:** Tenants may have special statutory rights to terminate the Lease early in certain situations under Texas Property Code 92.016.

B. **Early Termination:** If Tenant is in compliance with this Lease, then Tenant may terminate this Lease prior to the normal end of the term or during any future renewal by providing the Landlord all of the following: (a) a minimum 45 day written notice stating the last date of occupancy, and (b) submitting to Landlord certified funds (Cashier's Check, money order or wire transfer) as an "Early Termination Fee" in the amount of 180% of one month's rent at the time notice is provided. Rent will be prorated on a daily basis through the revised end of term. Tenant is required to conform to all other terms of the Lease until the date of termination or the Early Termination Option will be retained by Landlord as liquidated damages, and Tenant will be responsible for the full amount of rent as allowed by the Lease.

_____ **Tenant Initials**

C. **Assignment and Subletting:** Tenant may not assign this Lease or sublet the Property without Landlord's written consent.

29. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, reasonable attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

30. REPRESENTATIONS: Tenant's statements in this Lease and any application for rental are material representations. Each party to this Lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this Lease or in an application for rental, Tenant is in default.

31. ADDENDA: Incorporated into this Lease are the addenda, exhibits and other information. If Landlord's Rule and Regulations are made part of this Lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

Agreement Between Brokers

Premises Inspection Form

Landlord's Rules & Regulations Landlord's Additional Parking Rules

Owner's Association Rules

Animal Addendum

Pool/Spa Maintenance Addendum

Utility Addendum

Residential Lease Guaranty

32. NOTICES: All notices and all other communications under this Lease must be in writing and are effective when submitted through the emails given herein unless Texas Property Law requires said notice and communication to be hand-delivered or sent by mail. In which case, correspondence shall be sent to:

Timberview Properties
3422 Business Center Dr.
Suite 106 #130
Pearland, TX 77584

33. LEAD-BASED PAINT: The United States Environmental Protection Agency requires that tenants be properly informed of the hazards of lead-based paint. It is required that Landlord provides access to information on the matter. Tenant should visit the following website and review the all necessary information including but not limited to the pamphlet "Protect Your Family from Lead in Your Home".

<https://www.epa.gov/lead/protect-your-family-lead-your-home>

_____ **Tenant Initials**

34. AGREEMENT OF PARTIES:

A. 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.

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

C. 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. Landlord may, despite Tenant's instructions to the contrary, elect to pay and return the security deposit to one or more Tenants, but less than all Tenants, at Landlord's discretion. In no event is Landlord obligated to partition the security deposit and make multiple remittances and accountings.

D. 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.

E. 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.

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

G. Landlord's non-ownership disclosure: Landlord is not the owner of the Property and acts as the property manager for the Property. Landlord assumes all operational liability and any property liability due to neglect on the part of Landlord.

35. INFORMATION:

A. Future inquiries about this Lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.

B. It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.

C. The brokers to this Lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.

D. Unpaid rent and any unpaid amount under this Lease are reportable to credit reporting agencies.

E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this Lease and Tenant is not in breach of this Lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.*)

F. If all occupants over 18 years of age die during this Lease, Landlord may: (i) permit the person named as the Emergency Contact in Tenant's Rental Application to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Texas Property Code 92.014 governs procedures to follow in the event of Tenant's death.

G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see <https://records.txdps.state.tx.us/SexOffender>). For information concerning past criminal activity in certain areas, contact the local police department.

H. Landlord's property manager, Timberview Properties, LLC will act as the Property manager for Landlord.

I. This Lease is binding upon final acceptance. **READ IT CAREFULLY.** If you do not understand the effect of this Lease, consult your attorney **BEFORE** signing.

J. This Lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

K. Tenant agrees to carry Renter's Insurance with a liability coverage amount not less than \$100,000 (or such higher amount required by an Pool/Spa Addendum attached to this Lease, if any) and personal property coverage amount adequate to cover Tenant's personal property in Tenant's discretion ("Renter's Insurance"). Tenant agrees to name Landlord as an additional insured party covered by Renter's Insurance and take all actions necessary for Landlord to be notified by the issuer of the Renter's Insurance if such coverage is terminated. Failure to provide proof of renters insurance within seven days of move-in will constitute a default under this Lease. Tenant must provide a form of Renter's Insurance certificate via email timberviewproperties@gmail.com.

At Landlord's option, Landlord may force place liability only coverage in an amount not less than \$100,000. Such Renter's Insurance coverage, and the costs of such coverage, will be charged to the Tenant's ledger. All monies expended by Landlord to acquire liability only Renter's Insurance will be deemed additional and unpaid rent. Such is an option, not a legal obligation by the Landlord.

Failure to maintain the Renter's Insurance is a breach of this Lease, and may result in termination by Landlord of this Lease or termination of Tenant's right of possession of the Property. If this Lease is so terminated, Tenant will be subject to charges, damages, eviction, and all other of Landlord's rights and remedies.

SIGNATURES ON THE FOLLOWING PAGE

36. SIGNATURES

Tenant(s):

X _____

Name: _____

Date: _____

Landlord or Property Representative or Power of Attorney:

X: _____

John Butler, Manager of Timberview Properties, LLC

Date: _____