

THE COTTAGES OF LUBBOCK

Community Policies

WELCOME TO THE COTTAGES OF LUBBOCK, Residents electing to live at our community should make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of the Property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds. All residents are expected to obey federal, state and local laws, and directives issued by an administrative official of management in the course of his/her duties.

SAFETY

S1. SECURITY - It is not possible for any unit owner or manager to ensure "security" or "safety." For your convenience, features such as a courtesy patrol, double deadbolt locks, and CCTV in the clubhouse area are provided. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to the City of Lubbock Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call the Lubbock PD at (806) 775-2865 for non-emergencies and 911 to report any emergency or criminal activity. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

ACCESS TO THE PROJECT.

- A. Immediately report lost or stolen keys to us in order to possibly prevent unauthorized use. Lost, stolen or damaged keys will be replaced for a \$100.00 charge (front door) or \$25.00 charge (bedroom and/or mailbox). This charge offsets the cost of the key.
- B. Your right to use any keys ends when your lease ends or is terminated. You must return all keys at that time. If you fail to return the any keys when your lease ends or is terminated, you will be charged \$100.00 per front door or bedroom key and \$25.00 per bedroom and/or mailbox key.
- C. Do not let other people use your key(s). Do not duplicate any keys.
- D. Mere possession of a key does not necessarily confirm right of entry. Therefore, please do not assist someone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your key.
- E. Guests are required to have a resident escort them at all times while on-site.

PERSONAL SECURITY – WHILE INSIDE YOUR UNIT

- Lock your doors and windows, even while you are inside.
- Use deadbolt locks on the doors while you are inside.
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. *Do not open the door if you have any doubt.*
- Do not put your name, address or phone number on your key ring.
- If you are concerned because you have lost your key or because someone you distrust has a key, ask us to rekey the locks. You have a statutory right to have that done. You will pay for the rekeying.
- Dial 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call us.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
- Immediately report the following to us in writing, dated and signed:
 - Any need of repairs of locks, latches, doors, windows and smoke detectors
 - Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds and window shades at night.
- Mark or engrave identification on valuable personal property.

PERSONAL SECURITY – WHILE OUTSIDE YOUR UNIT

- Lock your doors while you are gone.
- Leave a radio or TV playing softly while you are gone.
- Close and latch your windows while you are gone, particularly when you are gone for an extended period.
- Tell your roommate where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Do not give entry codes or electronic gate cards to anyone.
- Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.
- Let us and your friends know if you will be gone for an extended time. Ask your neighbors to watch your unit since we cannot assume that responsibility.
- While away for an extended period, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY – WHILE USING YOUR CAR

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Do not leave exposed items in your car, such as electronics, wrapped packages, briefcases or purses.
- Do not leave your keys in the car.
- Carry your key ring in your hand while walking to your car, whether it is daylight or dark and whether you are at home, school, work or elsewhere.
- Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- Check the backseat before getting into your car.
- Do not stop at gas stations or automatic teller machines at night, or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system cannot prevent crime. Always proceed as if security systems do not exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

COMMUNITY LIVING

L1. FIREARMS/WEAPONS PROHIBITED – Residents and their guests must comply with all local, state, and federal laws related to firearms and other weapons.

L2. ALCOHOL - Possession or consumption of alcoholic beverages by you and your guests at The Cottages of Lubbock must be in compliance with local, state and federal laws. If you are under 21 years of age, you may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable.

L3. DRUGS AND ILLEGAL SUBSTANCES - Use, possession and/or distribution of drugs and/or illegal substances and/or prescription medication prescribed for a person other than the patient is strictly prohibited and will result in eviction and referral to law enforcement agencies. This includes possession of any drug paraphernalia.

L4. HARASSMENT / VERBAL AND/OR PHYSICAL ABUSE – Interfering with property operation or property sponsored activities, or endangering, threatening, causing harm to any person, causing reasonable apprehension of such harm, and/or engaging in harassment of discriminatory activities is strictly prohibited. Residents and guests are to treat all neighbors, roommates, visitors and The Cottages of Lubbock staff with courtesy and respect. Verbal abuse will not be allowed including swearing, name calling or any other language offensive or demeaning to any person. Language that threatens, intimidates, or injures another person is also not allowed. Physical violence and bullying of any type will not be tolerated.

L5. FAILURE TO COMPLY – You must comply with all written and verbal requests and instructions from The Cottages of Lubbock staff. This includes requests to produce valid identification.

L6. NOISE - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, televisions, electrical instruments, and such are not permitted. While we may establish specific "quiet hours," you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos.

L7. FLAMMABLE LIQUIDS - Flammable liquids, including gasoline and lighter fluid may not be stored in your unit or on the porch or patio of your unit.

L8. SMOKE DETECTORS – Prior to the start of your Lease, we will test the smoke detector(s) in your Unit for proper operation and working batteries. Thereafter, it is your responsibility to immediately replace dead batteries. Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Report any malfunctioning or inoperable smoke detector(s) to us immediately in a written work request. Tampering with smoke detectors will result in a \$100.00 fee.

L9. COMMON AREAS - You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege that we can withdraw for any reason. Do not make loud noise or play music in the clubhouse, pool area, or other common areas. You and your guests are required to follow the posted rules and regulations.

L10. SMOKING PROHIBITED - **We do not allow smoking inside the units, in our office, the model unit or the clubhouse.** Properly dispose of cigarette butts in containers. Cigarette butts discarded outside a unit will be considered trash and may result in a \$50 service charge.

L11. NUMBER OF OCCUPANTS - Other than co-residents or authorized occupants, no one else may occupy the Premises. Persons not listed in the Lease may not stay in the Premises for more than two (2) consecutive days without our prior written consent, and no more than twice that many days in any one month.

L12. VISITORS - Residents must accompany all visitors at all times while on property. You are responsible for your guests' compliance with all of these Community Policies and parking regulations. Overnight guests are allowed only with the approval of all roommates. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying up to 48 hours must be registered in our office. No guests are permitted to stay for more than 48 continuous hours. The total number of nights from ALL guests combined may not exceed twelve (12) nights in any given semester. Guests staying more than 48 hours without our permission shall be considered an unauthorized occupant. If you have an unauthorized occupant residing in the unit, you will be in violation of the Lease.

L13. MINOR CHILDREN - Inform all other occupants in your Premises, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense when outside the Premises.

L14. COTTAGE UNITS – We recognize the importance of personalizing your Cottage. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the Unit, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fees and costs.

- A. Multiple-outlet, "octopus," plugs are only allowed in your Unit if they have a self-contained circuit breaker. All extension cords must be U.L. approved.
- B. You may not use halogen lamps, candles, incense or any open flame in your Unit. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your Unit.
- C. You may not hang, stick, or erect anything in, on, or about any windows or anywhere else on the outside of any building.
- D. All decorations should be temporary in nature so as to not permanently deface or damage any of your Unit's finishes. You can hang posters and other wall decorations with poster putty, thumb tacks, or any other method that will not damage painted wall surfaces. No wall papering or painting is permitted.
- E. Do not use nails, stickers or tape on the Cottage entrance, bedroom and closet doors, or kitchen cabinet surfaces.
- F. We do not allow waterbeds.
- G. Do not hang anything from sprinkler heads. Damage to these may result in flood damage for which you will be responsible.
- H. Aluminum foil may not be displayed in windows for any reason.
- I. Balcony and Patio lights must remain white to maintain the uniformity of the appearance of the property.

L15. SATELLITE TELEVISION DISHES – You may not install a satellite television dish without our written approval. Please contact our office to find out what you must do to obtain our approval.

L16. ROOMMATE AND NEIGHBOR COUNSELING – Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

- A. The complaining resident discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
- B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among roommates/neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
- C. Our staff will follow-up and revise the roommate/neighbor contract if needed.
- D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in unit assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a transfer fee to change units. The amount of the transfer fee is outlined in the Community Lease Addendum.

L17. RESIDENT DISCIPLINE - Although eviction through a civil court is always a possible remedy for any violation of the lease and its addendum, we reserve the right, at our election, to use an educational discipline process. It is our hope that this system promotes and encourages self-discipline, and that it will guarantee fundamental fairness to each resident. Involvement with certain violations may result in a monetary amount being assessed and may be outlined elsewhere in this lease. It is impossible to predict all possible situations in which money may be the recourse; therefore, they cannot all be listed specifically in this document. These violations are not punitive in nature but are assessed to cover costs associated with labor and repair. Most violations will result in educational sanctions such as community service and probation. If elected by us, the discipline process is as follows:

- A. Notification of possible violation and hearing with the appropriate staff member
- B. Notification of sanction
- C. Right to appeal

A letter requesting an appeal and outlining the reasons for the appeal must be filed with the Village Director within (3) business days from the date of the sanction. The Village Director will review the appeal and make a final decision. We may also refer the discipline situation to the University.

L18. LOCK-OUTS - You will be permitted two lock-outs without charge. You may be charged \$25 for each additional time we must assist you with access to your unit.

L19. IMPLIED CONSENT - All students in a room/area will be held responsible for their behavior/objects in that room or area. In addition, residents who are not observed participating in misbehavior or in possession of inappropriate items/objects, but are in the presence of a policy violation, can be held responsible. This is called implied consent. If a resident is not present, he/she will be held responsible unless it can be clearly demonstrated that he/she had no knowledge of the violation. If a resident is experiencing problems with roommate(s)' behavior, the resident should alert a staff member of the problem.

L20. CHRONIC MISBEHAVIOR - A resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem. Generally, the third violation of policy will result in a referral for eviction.

OFFICE & MAINTENANCE SERVICES

01. OFFICE HOURS AND SERVICE PROCEDURES - Our business hours will vary during the course of the year. Please check the office hours posted at the office entrance. A staff member is available after hours. To contact an after-hours staff member, please call the office number at (806) 749-5200. A letter slot is available for messages and after-hours rental payments.

02. MAINTENANCE MANAGEMENT SYSTEM - We take pride in providing you a well-maintained home. We demand high standards of service from our suppliers, subcontractors, and service personnel. **During emergencies and in the event that a security device in your Premises is in need of repair or replacement, you should immediately submit a written work request to Manager and immediately call the Resident Assistant that is on-call.** For non-emergencies, you should submit a written work request in accordance with the procedures established by Manager. **A written work order must be issued from our office for all service requests.** Verbal requests are not allowed. Your cooperation with this policy will help us provide you better service. If you make a second request for service and do not receive service within forty-eight hours, please address a letter to Campus Living Villages, to the attention of Assistant Vice President of Operations, The Cottages of Lubbock, 1001 Fannin Street, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Our phone number in Houston is (713) 871-5100. Emergency maintenance such as, power failures, losses of heat (if the outside temperature is below 40 degrees F), losses of air conditioning (if the outside temperature is above 90 degrees F), and rising water may be reported by calling the on duty staff member. Please report water leaks and equipment malfunctions promptly to minimize your inconvenience and property damage. Non-emergency maintenance requests made after hours may be charged at renter's expense.

03. CARPET CARE - To reduce damage and preserve the appearance of your carpet, you must vacuum frequently (at least weekly). Please call us immediately for special instructions and assistance in handling carpet stains or damage.

04. EXTERMINATION - We treat all units for pests regularly. Residents may not refuse extermination unless a written medical doctor's excuse is on file with the office.

COMMUNITY CLEANLINESS

C1. CLEANLINESS - You must maintain your Unit in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors.

- A. If we must clean your unit to assure sanitary conditions, you must reimburse us for all costs incurred.
- B. If one roommate of a shared unit moves out, all roommates must satisfactorily clean the unit. If the unit is not cleaned, a cleaning fee will be assessed and charged among all roommates.

C2. TRASH - Put all trash in tightly closed plastic bags and deposit them in the dumpsters provided. Do not put trash between the dumpsters and the fenced enclosure. Do not put your trash in the trash cans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged at minimum, a \$50.00 service charge per resident of your unit if you place any trash outside your Unit or anywhere else on the property (other than inside the dumpsters).

C3. PATIOS, PORCHES & BALCONIES - Keep patios and balconies clean and uncluttered at all times. Only appropriate patio furnishings should be used. Do not dry clothing or linens or store unsightly personal property on your patio or balcony at any time, including but not limited to boxes, tires, recyclables, outdoor trash receptacles and broken furniture. No unit furniture is allowed on your patio, porch or balcony.

AMENITIES

A1. CLUBHOUSE USE - We will utilize the community's clubhouse for a variety of educational, recreational, and social programs. The clubhouse is also available for your use (e.g. study groups, organization meetings, etc.). For further information on utilization of the clubhouse facilities, please contact our office and/or your Community Assistant.

A2. FITNESS FACILITY - Rules may be posted at the fitness center and you agree to follow any additional rules posted. You should consult a physician before using any fitness equipment. We urge you to be considerate of others and wipe down equipment after its use. You agree to report any damaged or broken equipment to the management office immediately, so that the equipment may be placed "Out of Service" until repairs have been made. You will not attempt to make any repairs to the equipment myself. You understand that the use of these facilities is a privilege that may be revoked if I abuse the equipment or the guidelines.

A3. POSTING - All signs and posters must be pre-approved by us before being posted. If approved, posters, signs, and other items can only be posted in designated areas.

A4. PARKING AREAS & PERMITS - All vehicles that you operate on the property must be registered at our office and you will be issued a parking sticker. You may not store commercial vehicles, boats, campers, trailers, or large recreational vehicles on the property, even temporarily, without our prior written permission. All vehicles that have not been properly registered may be towed at the owner's expense. You may not maintain, repair or wash vehicles on the property. You may only register one vehicle in your name or your parent's name. There will be a \$30.00 fee for lost or replacement parking stickers.

COVERED PARKING - Covered parking is available at a cost of \$40.00 a month and is assigned on a first come first serve basis. For returning residents, we cannot guarantee the same parking spot as the prior year will be available. Vehicles parked in covered parking without authorization may be towed at the owner's expense.

MOTORCYCLES - Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways and must be registered at our office. We may not allow you to use these types of vehicles on the property. However, if we do so allow, the vehicle must be parked in a parking space. Motorcycles cannot be stored inside resident unit or under breezeways.

BICYCLES - Ride bicycles on the streets only. Do not chain bicycles to trees or fences. If you keep a bicycle on the property, you do so at your sole risk of loss or damage.

A5. SWIMMING POOL - The following rules shall apply to all residents and their guests.

1. Commercial swim wear must be worn at all times.
2. Residents and guests are expected to use decorum and exhibit appropriate public behavior at all times.
3. Nudity is not allowed.
4. Please follow posted policies and hours of operation.
5. Running, horseplay, or loud noise is not allowed.
6. Glass containers are not permitted.
7. WARNING-NO LIFEGUARD ON DUTY. DIAL 911 FOR AN EMS OR POLICE EMERGENCY.
8. Persons using pool facilities do so at their own risk. Owner and Manager assume no responsibility for accident or injury.
9. Residents and guests must be responsible at all times for making sure that young children do not wander into the pool area alone. Remember to use keyless deadbolts, deadbolts, pinlocks and window latches when small children are inside a dwelling or room, to prevent them from wandering off undetected.
10. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily.
11. No person who has a communicable disease may use the pool.
12. Any person who is, in the sole judgment of Owner or Manager, under the influence of alcoholic beverages may be excluded from the pool area.
13. No diving is permitted.
14. No animals are allowed in the pool area.
15. Residents and guests are requested to promptly notify Owner or Manager of any rule violations.

A6. NETWORK ACCEPTABLE USE POLICY -

As a condition of your continued access to Wifi and/or wired network (the "Network") at the Property you acknowledge and agree to the terms of use set forth in this Network Acceptable Use Policy ("Policy"). Owner hereby grants you revocable permission to access and use the Network pursuant to the terms of this Policy. If you are found to have violated this Policy, Owner and/or Manager reserve the right to take any action that it, at its unilateral discretion, sees fit, including, but not limited to, revoking your network access and terminating your Lease. As a condition of accessing the Network, you hereby agree to indemnify, defend or otherwise hold harmless Owner and Manager from and against any and all claims, liabilities, obligations, damages, costs, expenses, fees, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by Owner and/or Manager as a result of any uses of the Network or breaches of this Policy by you. You acknowledge and agree that you shall be personally liable to Owner, Manager and/or any third parties for any harm, damages (monetary or otherwise), civil liability, criminal liability or the like resulting from and/or caused by your use of the Network or violation of this Policy. Neither Owner nor Manager shall be liable to you or any third party for any claims, liabilities, obligations, damages, costs, expenses, fees, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by you as a result of your uses of the Network, and you hereby waive any and all claims against Owner and/or Manager regarding the same. Owner and Manager not responsible for your unofficial uses of Network resources, including, but not limited to, your use in connection with e-mail and/or personal Web pages.

If you are found to have violated this Policy, Manager reserves the right to report any violation of this Policy to appropriate authorities, and you may be subject to separate disciplinary action for any such violations. You will not take any adverse action against Owner and/or Manager for reporting any violation or suspected violation of this Policy by you.

You agree to cooperate fully with any investigation or inquiry by Owner, Manager, the University or any other third party (including intellectual property rights holders) regarding a violation or suspected violation of this Policy by you or anyone else. Failure to cooperate will constitute a breach of this Policy and may result in disciplinary action, including, but not limited to revocation of Network access and/or termination of your lease with Owner.

Password sharing is strictly prohibited. Users shall be responsible for choosing safe passwords, ensuring their file and other account protections are set correctly, and for all use of accounts and user-IDs assigned to them.

Prohibited Uses

When using the Network, you will not:

- Seek to gain unauthorized access to information resources or enable unauthorized access to this Network or any other network or resources by others.
- Send, view or download fraudulent, harassing, obscene (i.e., pornographic), threatening, or other messages or material that are a violation of applicable law.
- Violate copyright law, the intellectual property rights or other rights of any third party.
- Use or otherwise exploit copyrighted materials in any way that breaches or violates the applicable license or purchase agreement.
- Use Network resources for any illegal or criminal purpose.
- Encroach, disrupt or otherwise interfere with access or use of the Network by others, including, but not limited to, sending bulk unsolicited emails or engaging in any other activities that vandalize, damage, or otherwise compromise the Network.
- Violate the terms of use of third party websites, including, but not limited to social media websites, blogs or chat rooms.
- Use Network resources for any for-profit or not for profit commercial purposes, including, but not limited to advertisements, solicitations, promotions or other commercial messages.
- Attempt to gain root access or access to any account not belonging to you on any third party property or University network system.
- Attempt to gain access or access to restricted databases.
- Violate any University rule or policy.
- Attempt to "hack," crack or otherwise gain access to third party networks or systems.
- Attempt to alter or delete or alter or delete software, hardware, communications and/or data belonging to any third party without authorization.
- Browse, access, copy, or change private files without authorization.
- Attempt to modify or modify the Network or Network software in any unauthorized manner.
- Use, provide or otherwise supply or distribute invasive software, including "worms" and/or "viruses."
- Attempt to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.
- Take any action that adversely impacts the Network, including gratuitous consumption of system resources (disk space, CPU time, and bandwidth).

Reporting Violations and Other Terms

As a condition of your continued Network access, you agree:

- To adhere to all posted Network policies, procedures, or protocols as may be communicated and/or modified from time to time at Owner's sole discretion.
- To immediately report any known or suspected violations of this Policy to Owner and Manager at 2001 9th Street, Lubbock, Texas, 79401, Attention: General Manager and 1001 Fannin Street, Suite 1350, Houston, Texas 77002, Attention: General Counsel.
- To immediately report any known or suspected defects in Network accounting, concerns with Network security, or suspected unlawful or improper Network activities to Owner and Manager at the addresses listed above.

THE COTTAGES OF LUBBOCK

BED BUG ADDENDUM

This Bed Bug Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

1. **Purpose.** It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This Addendum contains important information for you and sets forth responsibilities for both of us.
2. **Inspection.** You agree that you will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation.
3. **Representations.** We represent that we are not aware of a current infestation or presence of bed bugs in the apartment. You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.
4. **Access for Bed Bug Treatment.** You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum. We have the right to select any licensed pest control professional to treat the apartment and building. We can select the method of treating the apartment, building and common areas for bed bugs. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve.
5. **Duty to Report.** You must report any signs of bed bugs immediately and in writing. Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.
6. **Cooperation & Responsibilities.** Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary. You shall not treat the apartment for a bed bug infestation on your own. You acknowledge that we have the full right to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If during the term of your tenancy: A) bed bugs appear in the apartment; and B) a pest control professional determines that the bed bugs originated in your apartment, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense. In addition, you acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the Premises. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease. You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.
7. **Indemnification.** Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.
8. **Default.** Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.
9. **Severability, Waiver and Survival.** The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the

Lease. The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

THE COTTAGES OF LUBBOCK

FURNISHED APARTMENT ADDENDUM

FULL - BEDROOM AND COMMON AREA

This Furnished Apartment Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease.

Resident acknowledges that the Premises were leased to Resident containing the following items of furniture in their current "as is" condition:

Bedroom

1. 1 bed (queen size mattress and frame)
2. 1 dresser
3. 1 nightstand
4. 1 desk
5. 1 desk chair

Common Area

6. 1 sofa
7. 1 arm chair
8. 1 coffee table
9. 1 TV stand
10. 3 barstools **OR** 4-person dining (1 table, 4 chairs) depending on unit type

Unless Resident serves written notice within five (5) days of receipt of the Move-In Inventory and/or Condition Report in accordance with Section 9 of the Lease, Resident acknowledges that the furnishings described above are in good condition.

Upon the expiration or other termination of the Lease, Resident shall return the furniture to Owner in the original condition as when delivered by Owner, ordinary wear and tear accepted. If Resident fails to return the furniture and/or should the furniture be damaged or destroyed, Resident acknowledges and agrees that Resident shall be responsible for paying the repair or replacement cost thereof and Owner may deduct such costs from any security deposit held by Owner under the Lease, with Resident being responsible for paying, within ten (10) days of demand, any deficiency.

You must also pay a fee of **\$50.00** / month in addition to each rental installment.

THE COTTAGES OF LUBBOCK
FURNISHED APARTMENT ADDENDUM
PARTIAL- BEDROOM ONLY

This Furnished Apartment Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease.

Resident acknowledges that the Premises were leased to Resident containing the following items of furniture in their current "as is" condition:

Bedroom

1. 1 bed (queen size mattress and frame)
2. 1 dresser
3. 1 nightstand
4. 1 desk
5. 1 desk chair

Unless Resident serves written notice within five (5) days of receipt of the Move-In Inventory and/or Condition Report in accordance with Section 9 of the Lease, Resident acknowledges that the furnishings described above are in good condition.

Upon the expiration or other termination of the Lease, Resident shall return the furniture to Owner in the original condition as when delivered by Owner, ordinary wear and tear accepted. If Resident fails to return the furniture and/or should the furniture be damaged or destroyed, Resident acknowledges and agrees that Resident shall be responsible for paying the repair or replacement cost thereof and Owner may deduct such costs from any security deposit held by Owner under the Lease, with Resident being responsible for paying, within ten (10) days of demand, any deficiency.

You must also pay a fee of **\$40.00 / month** in addition to each rental installment.

THE COTTAGES OF LUBBOCK FURNISHED APARTMENT ADDENDUM PARTIAL – COMMON AREA ONLY

This Furnished Apartment Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease.

Resident acknowledges that the Premises were leased to Resident containing the following items of furniture in their current "as is" condition:

Common Area of Apartment

1. 1 sofa
2. 1 arm chair
3. 1 coffee table
4. 1 TV stand
5. 3 barstools **OR** 4-person dining (1 table, 4 chairs) depending on unit type

Unless Resident serves written notice within five (5) days of receipt of the Move-In Inventory and/or Condition Report in accordance with Section 9 of the Lease, Resident acknowledges that the furnishings described above are in good condition.

Upon the expiration or other termination of the Lease, Resident shall return the furniture to Owner in the original condition as when delivered by Owner, ordinary wear and tear accepted. If Resident fails to return the furniture and/or should the furniture be damaged or destroyed, Resident acknowledges and agrees that Resident shall be responsible for paying the repair or replacement cost thereof and Owner may deduct such costs from any security deposit held by Owner under the Lease, with Resident being responsible for paying, within ten (10) days of demand, any deficiency.

You must also pay a fee of **\$45.00 / month** in addition to each rental installment.