

## COMMUNITY RULES & PROPERTY ADDENDUM

### TEXAN RANCH APARTMENTS

8301 N Ware Road, McAllen, TX 78504

This Addendum is incorporated into and made part of the Apartment Lease Agreement (the "Lease") between Texan Ranch Apartments ("Landlord") and the Tenant(s) named therein, signed on the same date. All capitalized terms have the meanings given in the Lease. In the event of a conflict between this Addendum and the Lease, the Lease controls, except where this Addendum imposes additional obligations on Tenant, in which case the more restrictive provision governs. All fees and charges under this Addendum are deemed Additional Rent payable upon demand and may be deducted from the Security Deposit or pursued through any remedy available under the Lease or Texas law. Violations of this Addendum constitute defaults under the Lease, subject to the same cure periods, termination rights, and remedies described therein. Tenant's obligations under this Addendum extend to all occupants, guests, and invitees. This Addendum survives any renewal of the Lease and any conversion to a month-to-month tenancy on the same terms unless expressly terminated in a separate written instrument signed by Landlord.

#### SECTION 1 – GENERAL CONDUCT & COMMON AREAS

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**1.1. Compliance.** Tenant and all occupants, guests, and invitees must comply with this Addendum, the Lease, and any community rules or notices posted or distributed by Landlord from time to time.

**1.2. Rule Modifications.** Landlord reserves the right to amend, supplement, or modify community rules upon written notice to Tenant. Continued occupancy following notice constitutes acceptance.

**1.3. Amenities as Privilege.** All common-area facilities and amenities are made available as a revocable privilege. Landlord may suspend, restrict, or permanently revoke access to any amenity at any time in Landlord's sole discretion without creating a Lease default.

**1.4. Liability for Guest Damage.** Tenant is responsible and liable for all damage to Landlord's property caused by Tenant's occupants, guests, or invitees. All repair costs shall be billed as Additional Rent due upon demand.

**1.5. Restricted Areas.** Storage facilities, maintenance areas, equipment barns, utility areas, and any area marked "Staff Only" are restricted to Landlord's employees and contractors. Tenant's unauthorized entry into any restricted area constitutes a Lease default. Landlord assumes no liability for injury or property damage resulting from Tenant's unauthorized entry.

#### SECTION 2 – OCCUPANCY LIMITS & GUESTS

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**2.1. Maximum Occupancy.** Occupancy is limited to persons named in the Lease and any additional occupants approved in advance in writing by Landlord. Occupancy may not exceed two (2) persons per bedroom regardless of age or relationship.

**2.2. Guest Definition.** A “guest” is any person not listed as an occupant who stays in the Premises seven (7) or fewer consecutive nights, consistent with the Lease. Any person staying beyond seven (7) consecutive nights is an unauthorized occupant. Unauthorized occupants constitute a material default entitling Landlord to issue a statutory notice to vacate and pursue eviction without opportunity to cure.

**2.3. Guest Limit.** No more than two (2) overnight guests are permitted per unit at any one time.

**2.4. Guest Accompaniment.** All guests on the Property must be accompanied by the hosting Tenant at all times. Tenant assumes full responsibility and liability for all guests and invitees.

**2.5. Children.** Children must be supervised by Tenant or a responsible adult at all times while on the Property, including common areas, parking areas, and all amenity facilities.

### **SECTION 3 – SEPTIC SYSTEM — TENANT OBLIGATIONS**

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The Property utilizes private rural septic systems with capacity limits tied to maximum unit occupancy. Compliance with this section is a material condition of the Lease.

**3.1. Occupancy Limit.** Occupancy must not exceed the maximum number specified for the unit. Excess occupancy places prohibited load on the septic system and constitutes a material Lease default.

**3.2. Prohibited Items.** The following are strictly prohibited from being flushed or disposed of through any drain or toilet on the Property: “flushable” or baby wipes of any kind; feminine hygiene products; paper towels; cooking grease or oil; paint, solvents, or chemicals; medications; diapers; cotton swabs; or any item other than toilet tissue and human waste.

**3.3. No Sofa Sleeping.** Tenant shall not use sofas, recliners, or any furniture not intended as sleeping accommodations for overnight occupants or guests. This prohibition is directly tied to the septic system’s designed capacity.

**3.4. Tenant Liability for Septic Damage.** Tenant shall be liable for the full cost of septic system inspection, pumping, repair, or replacement made necessary by Tenant’s violation of this Section, including damage from prohibited items, excess occupancy, or unauthorized use. All such costs shall be billed as Additional Rent due upon demand.

### **SECTION 4 – PETS & ANIMALS**

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**4.1. Registration Required.** Pets are permitted only with Landlord’s prior written approval and payment of the applicable non-refundable pet fee as set forth in the Lease. All approved pets must be registered with Landlord’s office before being brought onto the Property.

**4.2. Leash Requirement.** All pets must be on a leash at all times in any common area, parking area, or outdoor space on the Property, regardless of size, breed, or training.

**4.3. Waste Cleanup.** Tenant is responsible for immediately removing and properly disposing of all pet waste on the Property. Failure to clean up pet waste shall result in a minimum \$25.00 cleaning charge per occurrence, billed as Additional Rent.

**4.4. Tenant Liability.** Landlord assumes no liability for injuries, property damage, or illness caused by Tenant's pets. Tenant shall indemnify and hold Landlord harmless from any claim, loss, or expense arising from Tenant's pets, including reasonable attorney's fees.

**4.5. Unregistered Animals.** Any pet found on the Property that is not registered with Landlord's office shall result in an unregistered animal fee equal to two (2) times the applicable pet fee for the animal's size as set forth in the Lease, billed immediately as Additional Rent. Landlord may additionally require removal of the unregistered animal within three (3) days of written notice; failure to comply is grounds for Lease termination.

**4.6. Animal Control Authority.** Landlord reserves the sole right to contact animal control authorities regarding any animal on the Property. Tenant shall not contact animal control on behalf of or about any third party on the Property without Landlord's prior written consent, except in a genuine public safety emergency.

**4.7. Restricted Areas.** Pets are prohibited in the pool area, Workout Barn, and all indoor common areas and amenity facilities at all times.

## SECTION 5 – PARKING & VEHICLES

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**5.1. Designated Spaces Only.** All vehicles must be parked in designated parking spaces only. Vehicles may not block driveways, fire lanes, other tenants' spaces, building entrances, or pathways. Tenant is responsible for ensuring Tenant's guests comply with all parking rules.

**5.2. Operable Vehicles Required.** All vehicles on the Property must be operable, currently registered with the applicable state motor vehicle authority, and capable of moving under their own power. Inoperable, unregistered, or leaking vehicles must be removed from the Property immediately.

**5.3. Towing Without Prior Notice.** Consistent with the Lease, Landlord may tow any vehicle that is inoperable, unregistered, improperly parked, blocking access, or otherwise in violation of this Section or applicable Texas law, without prior notice, at the vehicle owner's and/or Tenant's sole expense. All towing, impound, and storage costs are the sole responsibility of the vehicle owner and/or Tenant. Landlord shall have no liability for any towed vehicle.

**5.4. No Repairs on Property.** Vehicle repairs, oil changes, mechanical work, painting, or body work are prohibited in parking areas or on any part of the Property, except for emergency roadside repairs.

**5.5. Oversized Vehicles.** Recreational vehicles, trailers, boats, and commercial vehicles may not be parked or stored on the Property without Landlord's prior written consent.

## SECTION 6 – WORKOUT BARN — FITNESS FACILITY RULES & LIABILITY WAIVER

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Access to the Workout Barn fitness facility is a revocable privilege available exclusively to registered Tenants of Texan Ranch Apartments. Access may be suspended or permanently revoked by Landlord at any time for violation of any rule or for any reason in Landlord's sole discretion.

**6.1. Registered Tenants Only.** Only registered Tenants who have signed this Addendum may use the Workout Barn. Guests may use the facility only with Landlord's prior written approval and must be accompanied by Tenant at all times.

**6.2. Age Restriction.** No person under the age of fifteen (15) may use the Workout Barn. Persons between the ages of fifteen (15) and seventeen (17) must be accompanied by a parent or legal guardian who is a registered Tenant. Age restrictions are imposed solely for safety reasons and comply with applicable federal and state law, including the Fair Housing Act.

**6.3. Proper Use.** Tenant shall use all equipment only for its intended purpose in a safe and responsible manner and shall follow all posted safety rules. Equipment may not be removed from the facility.

**6.4. Cleanliness.** Tenant shall clean and return all equipment to proper storage after each use and shall report any damaged or unsafe equipment to Landlord in writing immediately upon discovery.

**6.5. Attire.** Proper athletic attire including shirts and closed-toe athletic shoes is required at all times. Open-toed shoes and bare feet are prohibited.

**6.6. Food and Beverages.** Food is prohibited in the Workout Barn. Covered, non-glass beverages in closed containers are permitted. Alcohol and tobacco, vaping, or cannabis products of any kind are prohibited in the Workout Barn at all times, consistent with Exhibit C, Sections 3 and 4 of the Lease Agreement.

**6.7. Damage.** Any damage to fitness equipment, flooring, walls, or other property caused by Tenant or Tenant's guests shall be assessed at replacement or repair cost and billed as Additional Rent due upon demand.

#### **WORKOUT BARN — ASSUMPTION OF RISK & LIABILITY WAIVER**

BY SIGNING BELOW AND INITIALING THIS SECTION, TENANT ACKNOWLEDGES AND AGREES TO THE FOLLOWING:

Tenant understands that use of the Workout Barn and its equipment involves inherent physical risks, including the risk of serious personal injury. Landlord makes no representations regarding the suitability of the equipment for Tenant's physical condition. Tenant is strongly advised to consult a licensed physician before beginning any exercise program.

Tenant, on behalf of Tenant and Tenant's heirs, assigns, and legal representatives, hereby (i) assumes all risk of injury, harm, or property damage arising from Tenant's or Tenant's guests' use of the Workout Barn and its equipment; and (ii) RELEASES, INDEMNIFIES, and HOLDS HARMLESS Texan Ranch Apartments and its owners, agents, employees, and representatives from any and all claims, losses, damages, liabilities, costs, and expenses (including attorney's fees) arising from such use, except to the extent caused by Landlord's gross negligence or willful misconduct. This waiver applies to Tenant's guests as a condition of their use of the facility.

Tenant Initials (acknowledging this waiver): \_\_\_\_\_

#### **SECTION 7 – POOL & SPA RULES & LIABILITY WAIVER**

NO LIFEGUARD IS ON DUTY AT THE TEXAN RANCH APARTMENTS POOL OR SPA AT ANY TIME. Pool and spa access is a revocable privilege available exclusively to registered Tenants and their approved guests. SWIM AT YOUR OWN RISK.

**7.1. Guest Limit.** Pool access is limited to registered Tenants and a maximum of two (2) approved guests per unit. All guests must be accompanied by the Tenant of record at all times.

**7.2. Children.** Children under the age of fifteen (15) must be accompanied by and under the direct supervision of Tenant or a responsible adult at all times in the pool area. Age restrictions are imposed solely for safety reasons and comply with applicable federal and state law, including the Fair Housing Act.

**7.3. Proper Swimwear.** Proper swimwear is required at all times. Athletic shorts, gym trunks, cut-off shorts, denim, or street clothing are not permitted in the pool. Landlord reserves the right to determine what constitutes proper swimwear.

**7.4. Shower Required; No Lotions.** All swimmers must shower before entering the pool. Sunscreen, suntan oil, body lotions, and similar products are prohibited in the pool and poolside. These substances damage pool filtration equipment; Tenant shall be liable for resulting repair costs billed as Additional Rent.

**7.5. No Glass Containers.** No glass containers of any kind are permitted in the pool area at any time.

**7.6. Pool Equipment.** The Polaris pool sweep and all pool maintenance equipment are Landlord's property. Tenants and guests are strictly prohibited from handling, operating, relocating, or touching the pool sweep or any other pool equipment. Damage to pool equipment shall be assessed at full replacement cost and billed as Additional Rent.

**7.7. Prohibited Conduct.** The following are strictly prohibited in and around the pool: running; rough play; water fighting; dunking; diving from the deck; diving in shallow water; chicken fights or shoulder diving; and any horseplay posing risk of injury.

**7.8. No Smoking.** Smoking, vaping, and the use of tobacco or cannabis products are prohibited throughout the pool and spa area, consistent with Exhibit C, Section 3 of the Lease Agreement (including the twenty (20) foot buffer from any building entrance or ventilation opening). Alcohol consumption in the pool area and all outdoor common areas is prohibited, consistent with Exhibit C, Section 4 of the Lease Agreement.

**7.9. No Pets.** No pets or animals are permitted in the pool area at any time.

**7.10. Pool Hours.** Pool use is limited to posted hours. Pool hours shall not extend beyond 10:00 p.m. in compliance with the quiet hours requirement of Exhibit C, Section 8 of the Lease Agreement. Use of the pool after 10:00 p.m. or outside of any other posted hours constitutes a Lease violation.

**7.11. Suspension of Access.** Landlord may immediately suspend pool access for any Tenant or guest who violates any pool rule. A second violation within twelve (12) months may result in permanent revocation of pool access privileges and may constitute a Lease default.

#### **POOL & SPA — ASSUMPTION OF RISK & LIABILITY WAIVER**

BY SIGNING BELOW AND INITIALING THIS SECTION, TENANT ACKNOWLEDGES AND AGREES TO THE FOLLOWING:

NO LIFEGUARD IS ON DUTY AT ANY TIME. Tenant acknowledges that swimming and use of the pool and spa carry inherent risks of serious injury or death, including drowning. Tenant is solely responsible for the safety of Tenant, Tenant's occupants, and all guests at all times in and around the pool area.

Tenant, on behalf of Tenant and Tenant's heirs, assigns, and legal representatives, hereby (i) assumes all risk of personal injury, property damage, or death arising from Tenant's or Tenant's guests' use of the pool and spa; and (ii) RELEASES, INDEMNIFIES, and HOLDS HARMLESS Texan Ranch Apartments and its owners, agents, employees, and representatives from any and all claims, losses, damages, liabilities, costs, and expenses (including attorney's fees) arising from such use, except to the extent caused by Landlord's gross negligence or willful misconduct. This pool and spa comply with Texas Sanitation and Health Protection Law, Vernon's Civil Statutes Art. 4477-1, as amended.

Tenant Initials (acknowledging this waiver): \_\_\_\_\_

### SECTION 8 – VIOLATION FEE SCHEDULE

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All fees below are deemed Additional Rent under the Lease and are due upon demand. Nothing in this schedule limits Landlord's right to pursue any other remedy available under the Lease or Texas law, including termination. Repeated violations may be treated as a material Lease default regardless of fee payment.

Violation	Fee (Additional Rent)
Unregistered pet on Property (per occurrence)	<b>\$200.00 + 2× applicable pet fee</b>
Failure to clean up pet waste (per occurrence)	<b>\$25.00 minimum</b>
Unauthorized short-term rental (Airbnb, VRBO, etc.)	<b>All revenue received + \$500</b>
Unauthorized occupant (beyond approved list)	<b>\$150/month per person</b>
Smoking violation inside unit or within 20 ft of building	<b>\$250.00 per occurrence</b>
Pool rule violation (glass, improper attire, etc.)	<b>\$50.00 per occurrence</b>
Damage to pool sweep or pool equipment	<b>Full replacement cost</b>
Damage to Workout Barn equipment or facility	<b>Full repair or replacement cost</b>
Septic damage from prohibited disposal items	<b>Full inspection, repair, or replacement cost</b>
Unauthorized entry into restricted/staff-only areas	<b>\$100.00 per occurrence</b>
HVAC filter neglect (per Lease §29)	<b>\$25.00 service charge + filter cost</b>
Noise violation written warning (per notice issued)	<b>\$50.00 administrative fee per notice</b>
Inoperable or unregistered vehicle left on Property	<b>Towing at owner's expense + \$75.00 admin fee</b>
Failure to replenish Security Deposit within 14 days	<b>Lease default; all available remedies</b>

**SECTION 9 – ACKNOWLEDGMENT & SIGNATURES**

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By signing below, Tenant acknowledges that Tenant has read, understands, and agrees to all terms of this Community Rules & Property Addendum; that this Addendum is incorporated into and made part of the Apartment Lease Agreement; that violations of this Addendum constitute defaults under the Lease Agreement; and that Tenant has had the opportunity to ask questions and seek legal counsel prior to signing.

Tenant further acknowledges having read and accepted the Workout Barn Assumption of Risk & Liability Waiver (Section 6) and the Pool & Spa Assumption of Risk & Liability Waiver (Section 7) and agrees to be bound by both waivers.

Lease Agreement Date: \_\_\_\_\_ Unit #: \_\_\_\_\_

Landlord / Authorized Agent Signature

Printed Name & Title: \_\_\_\_\_

Tenant Signature

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature (if applicable)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_