

## MAINTENANCE OF THE PROPERTY

### TEXAN RANCH APARTMENTS

8301 N Ware Road, McAllen, TX 78504

Your occupancy of the leased Premises requires you to maintain the Property under the terms of the Lease Agreement. Landlord expects the return of the Premises in the condition it was leased to you, normal wear and tear excepted. You will be charged for all cleaning and repairs needed at the end of your Lease that are beyond normal wear and tear. All charges under this document are deemed Additional Rent payable upon demand and may be deducted from your Security Deposit, consistent with the Lease Agreement.

This document is incorporated into and made part of the Lease Agreement. Failure to comply with any maintenance obligation below constitutes a Lease default. The following areas will be inspected at move-out and compared against your signed Move-In Condition Checklist.

#### 1. GENERAL CLEANLINESS & UNIT CONDITION

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**1.1. Regular Cleaning.** Tenant must clean the unit regularly throughout the tenancy and perform a thorough deep clean before vacating. The unit must be returned in clean, sanitary condition or professional cleaning costs will be charged as Additional Rent.

**1.2. Floors and Carpets.** Do not walk on carpeting with soiled or muddy footwear. Carpets must be free of stains, odors, and damage beyond normal wear at move-out. Carpet cleaning costs will be charged if professional cleaning is required.

**1.3. Walls and Surfaces.** Furniture must be placed at least two (2) inches from walls at all times and must not scratch, gouge, or damage walls, baseboards, or trim. Minor scuffs are normal wear; holes, gouges, stains, or excessive marks are Tenant's responsibility.

**1.4. Light Bulbs.** All burned-out light bulbs are Tenant's responsibility throughout the tenancy and at move-out. Any burned-out bulbs remaining at move-out will be replaced at Tenant's expense, billed as Additional Rent.

**1.5. Doors, Windows, and Screens.** Tenant is responsible for maintaining all interior doors, door handles, window locks, and window screens in working condition. Damage beyond normal wear, including broken screens, cracked glass, or damaged locks, will be charged to Tenant.

**1.6. Exterior and Outdoor Areas.** No trash, debris, furniture, appliances, or personal property of any kind shall accumulate on the exterior of the Premises, including porches, patios, and yards. If Landlord must arrange cleanup, all costs shall be billed as Additional Rent.

#### 2. APPLIANCES

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**2.1. Tenant Responsibility.** Tenant is responsible for the proper use and routine cleaning of all appliances provided in the Premises, including but not limited to the refrigerator, stove, oven, dishwasher, microwave, and washer/dryer (if provided). Appliances must be returned in clean working condition at move-out.

**2.2. Refrigerator and Freezer.** Tenant must defrost the freezer as needed and clean interior coils and drip pans. Failure to maintain the refrigerator resulting in damage will be charged to Tenant.

**2.3. Stove and Oven.** Tenant must clean burner grates, drip pans, oven interior, and exhaust filters regularly. Grease buildup causing damage or fire hazard is Tenant's responsibility.

**2.4. Damage.** Tenant shall not misuse, overload, or modify any appliance. Any damage caused by Tenant's misuse will be charged at repair or replacement cost as Additional Rent.

### 3. HVAC SYSTEM & AIR FILTERS

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**3.1. Filter Replacement Required.** Consistent with Section 29 of the Lease Agreement, Tenant is responsible for replacing HVAC air filters at Tenant's sole expense no less frequently than every sixty (60) days, or more frequently if directed by Landlord in writing. Filters must be of the type and size designated by Landlord.

**3.2. Failure to Replace.** If Tenant fails to replace filters as required, Landlord may enter the Premises and replace them at Tenant's expense, including a minimum \$25.00 service charge plus the cost of the filter, billed as Additional Rent. Tenant shall also be liable for any HVAC damage attributable to filter neglect.

**3.3. HVAC Vents.** Tenant must keep all HVAC vents and registers clear of obstructions, furniture, and debris. Tenant must not block, close, or tape any vent.

**3.4. Thermostat.** Tenant must not set the thermostat below 65°F in summer or above 80°F in winter to prevent system strain, pipe damage, and excess utility consumption. Damage caused by improper thermostat settings will be charged to Tenant.

### 4. PLUMBING & WATER

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**4.1. Leak Reporting — 48-Hour Obligation.** Consistent with Section 28 of the Lease Agreement, Tenant must notify Landlord in writing within forty-eight (48) hours of discovering any water leak, dripping faucet, running toilet, moisture intrusion, or standing water. Failure to report within 48 hours may make Tenant liable for all resulting damage, including water damage, mold remediation, and structural repairs.

**4.2. Running Toilets.** Running toilets must be reported to Landlord in writing as soon as possible. Do not attempt to repair plumbing fixtures without Landlord's written authorization.

**4.3. Drain Maintenance.** Tenant is responsible for keeping drains clear of hair, grease, food, and debris. Tenant must use drain screens where provided. Drain clogs caused by Tenant's misuse will be cleared at Tenant's expense, billed as Additional Rent.

**4.4. No Unauthorized Modifications.** Tenant shall not modify, relocate, or tamper with any plumbing fixture, valve, shut-off, or water heater setting without Landlord's prior written consent.

### 5. SEPTIC SYSTEM — CRITICAL TENANT OBLIGATIONS

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This Property utilizes a private rural septic system. Damage to the septic system is extremely costly and is directly caused by improper use. Tenant's compliance with this section is a material condition of the Lease Agreement.

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

**5.2. No Oil, Food, or Contaminants in Drains.** Do not pour oil, grease, food particles, or any chemical contaminant down any sink drain. These substances damage the septic system and the drainfield.

**5.3. Tenant Liability for Septic Damage.** If prohibited items are found in the septic system, or if damage is caused by Tenant's misuse or excess occupancy, Tenant shall be liable for the full cost of septic inspection, pumping, repair, or replacement, billed as Additional Rent due upon demand. Septic repairs can cost between \$3,000 and \$15,000 or more depending on severity.

## 6. MOLD & MOISTURE — REPORTING OBLIGATION

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**IMPORTANT:** Do NOT attempt to clean, bleach, paint over, or conceal mold without first reporting it to Landlord in writing. Unauthorized concealment of mold is a material Lease default and grounds for eviction. See Section 28 of the Lease Agreement.

**6.1. 48-Hour Reporting Obligation.** Consistent with Section 28 of the Lease Agreement, Tenant must notify Landlord in writing within forty-eight (48) hours of discovering any visible mold, mildew growth, moisture intrusion, water stain, or conditions likely to produce mold. Failure to report within 48 hours makes Tenant liable for all remediation and structural damage costs caused by the delay.

**6.2. Ventilation.** Tenant must use exhaust fans in bathrooms and the kitchen during and after showering or cooking, and must keep windows cracked or ventilation open where possible to prevent excess moisture buildup. Failure to maintain adequate ventilation that results in mold growth may make Tenant responsible for remediation costs.

**6.3. No Unauthorized Remediation.** Tenant shall not attempt to remediate, bleach, paint over, or conceal mold or moisture damage without Landlord's prior written authorization. Any such unauthorized action constitutes a material Lease default entitling Landlord to pursue eviction without opportunity to cure, to the fullest extent permitted by Texas law.

**6.4. Routine Surface Mildew.** Minor surface mildew in shower tile grout or caulk that is the result of inadequate ventilation and not a structural moisture issue may be cleaned by Tenant using appropriate bathroom cleaner. Tenant must report any recurrence or growth that extends beyond shower tile surfaces to Landlord immediately.

## 7. SMOKING

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**7.1. Smoke-Free Premises.** Smoking, vaping, and the use of tobacco or cannabis products inside the Premises is strictly prohibited under the Lease Agreement (Exhibit C, Section 3). Any smoke odor, staining, or residue discovered in the Premises, HVAC filters, carpets, walls, or fixtures at move-out constitutes conclusive evidence of a smoking violation and all cleaning and restoration costs will be charged to Tenant as Additional Rent.

**7.2. Cost of Restoration.** Smoke remediation, deodorization, and repainting caused by smoking violations typically costs \$500–\$3,000 and will be charged in full to Tenant, deducted from the Security Deposit, and billed as Additional Rent for any remaining balance.

## 8. PEST CONTROL

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**8.1. Tenant Responsibility.** Tenant is responsible for routine pest prevention throughout the tenancy, including keeping the unit clean, storing food in sealed containers, promptly disposing of trash, and sealing gaps or cracks at Tenant's expense where possible. Tenant is specifically responsible for the cost of roach and other pest control treatments made necessary by Tenant's housekeeping practices during occupancy.

**8.2. Reporting.** Tenant must notify Landlord in writing promptly upon discovering any pest infestation, including but not limited to termites, rodents, bed bugs, or significant roach activity that is not responsive to Tenant's routine efforts.

**8.3. Professional Treatment.** Landlord may, at Landlord's sole discretion, arrange professional pest treatment of the Premises at any time upon reasonable notice to Tenant. If the infestation is attributable to Tenant's conduct, housekeeping, or violations of this document, the cost of professional treatment shall be charged to Tenant as Additional Rent.

**8.4. Bed Bugs.** Tenant must report any suspected bed bug presence to Landlord in writing within twenty-four (24) hours of discovery. Tenant shall not move furniture, bedding, or belongings out of the Premises without Landlord's written consent, as this can spread infestation. Bed bug treatment costs attributable to Tenant's conduct or failure to report will be charged as Additional Rent.

## 9. PET DAMAGE

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**9.1. No Pet Damage Permitted.** There shall be no damage caused by pets. Any damage caused by a pet in or on the Premises — including but not limited to scratches to floors, walls, or doors; stains or odors to carpet or flooring; chewing of fixtures or trim; or urine odor — will be charged to Tenant at repair or replacement cost, billed as Additional Rent.

**9.2. Pet Odor.** Pet odor discovered in carpets, flooring, walls, or HVAC systems at move-out will result in professional cleaning and/or replacement charges regardless of whether visible damage is present. Pet odor remediation costs will be charged as Additional Rent.

**9.3. Unauthorized Pets.** Any damage caused by an unauthorized or unregistered animal is Tenant's full liability. Tenant shall also be charged the unregistered animal fee specified in the Community Rules & Property Addendum in addition to all repair costs.

## 10. MOVE-OUT CLEANING STANDARDS

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The following cleaning standards are required at move-out. Failure to meet any standard will result in professional cleaning charges billed as Additional Rent and deducted from the Security Deposit.

Area	Required Standard at Move-Out
<b>Kitchen</b>	Clean inside and outside of all cabinets and drawers; clean stove, oven, broiler, and drip pans; wipe down countertops; clean sink and faucet; clean interior of refrigerator and freezer; clean microwave
<b>Bathrooms</b>	Scrub toilet, tank, and base; clean sink, faucet, and mirror; scrub shower/tub and tile; clean shower door or curtain; wipe down all surfaces; clean exhaust fan cover
<b>Floors</b>	Vacuum all carpeted areas; mop all hard floors; remove all stains and debris
<b>Walls and Ceilings</b>	Wipe down walls; patch all holes; remove all nails, anchors, and adhesive hooks; no stickers or tape residue
<b>Windows and Blinds</b>	Clean interior of all windows and window sills; dust and clean all blinds; ensure all screens are in place and undamaged
<b>Doors</b>	Wipe down all doors and door frames; ensure all handles and locks function properly
<b>Closets</b>	Empty, sweep or vacuum, and wipe down all closet shelves and rods
<b>Light Fixtures</b>	Replace all burned-out bulbs; clean all light fixture covers
<b>Exterior / Patio</b>	Remove all personal property; sweep or hose down; remove any debris or stains
<b>General</b>	Remove all personal belongings and trash; leave all Landlord-provided appliances and fixtures in place

## 11. CHARGES & COST RECOVERY

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**11.1. All Charges Are Additional Rent.** All cleaning, repair, replacement, and service charges assessed under this document are deemed Additional Rent under the Lease Agreement and are due upon demand. Charges will first be deducted from the Security Deposit; any remaining balance will be billed directly to Tenant.

**11.2. Professional Rates.** Where Landlord arranges professional cleaning or repairs, charges will be assessed at market rates for professional services. Landlord is not required to use the lowest-cost provider.

**11.3. Self-Help Recovery.** Consistent with Section 13A of the Lease Agreement, if Tenant fails to comply with any maintenance obligation under this document, Landlord may, but is not obligated to, cure the failure on Tenant's behalf and bill all costs, including labor, materials, and administrative time, as Additional Rent due upon demand.

**11.4. Security Deposit.** Compliance with this document at move-out will be evaluated against the signed Move-In Condition Checklist. The Security Deposit will be applied to all outstanding charges and returned, less lawful deductions, within thirty (30) days of Tenant surrendering the Premises as required by Texas Property Code §92.103.

**ACKNOWLEDGMENT**

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By signing below, Tenant acknowledges receipt of this Maintenance of the Property document, confirms having read and understood all maintenance obligations, and agrees to comply with all requirements herein throughout the Lease Term. Tenant acknowledges that this document is incorporated into and made part of the Lease Agreement and that violations constitute Lease defaults.

Given to Tenant on: \_\_\_\_\_

Landlord / Authorized Agent Signature \_\_\_\_\_

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

Tenant Signature \_\_\_\_\_

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

Tenant Signature (if applicable) \_\_\_\_\_

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