

RV & MOBILE HOME LEASE AGREEMENT
TEXAN RANCH APARTMENTS

8301 N Ware Road, McAllen, TX 78504 | texanranchapts@gmail.com

Date: _____

Landlord: Texan Ranch Apartments

Landlord's Address: 8301 N Ware Road, McAllen, TX 78504

Tenant(s) Name: _____

Additional Occupants (Name, Age): _____

Tenant's Phone Number: _____

Tenant's Email Address: _____

Tenant's Government-Issued ID #: _____

Unit Type: _____ **Space / Lot #:** _____

RV / Travel Trailer Fifth Wheel Mobile Home (Manufactured Home) Other: _____

Lease Term: _____ **Commencement Date:** _____

Termination Date: _____ **Site / Lot Dimensions:** _____

Base Rent (Monthly): \$ _____ **Utility Inclusion Fee (Monthly): \$** _____

Security Deposit: \$ _____ **Pet Fee (Non-Refundable): \$** _____

Permitted Use: Residential occupancy only. Any unlawful use is a Lease violation.

DEFINITIONS

“Essential Services” means utility connections for electricity and water.

“Injury” means (1) harm to or impairment or loss of property or its use, or (2) harm to or death of a person.

“Premises” means the Space/Lot identified above, including any site improvements, utility connections, and access areas assigned to Tenant.

“Unit” means the RV, travel trailer, fifth wheel, or manufactured/mobile home placed on the Premises by Tenant.

“Property” means the entirety of the Texan Ranch Apartments grounds, common areas, facilities, and amenities at 8301 N Ware Road, McAllen, TX 78504.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord, including Additional Rent.

“Additional Rent” includes all monetary obligations of Tenant under this Lease, including but not limited to late fees, utility overages, repair costs, administrative fees, legal costs, notice fees, service charges, collection costs, and any other amounts owed by Tenant under this Lease. All Additional Rent is due upon demand unless this Lease provides otherwise and shall be treated as Rent for all enforcement purposes to the fullest extent permitted by Texas law.

A. AGREEMENTS

1. Lease of Premises; Essential Services. The Premises are leased to Tenant for the entire Lease Term for residential use of Tenant’s Unit. The Lease includes the providing of Essential Services, subject to the Texan Ranch Apartment Utility Addendum (the “Utility Addendum”), which is incorporated into and made part of this Lease. In the event of a conflict, the Utility Addendum controls. Common areas are subject to rules and regulations adopted by Landlord from time to time.

2. Occupancy; Guests. Only the persons listed as Tenant(s) may occupy the Premises. Any additional occupant must be approved in writing by Landlord and will be subject to additional rent in an amount determined by Landlord. Occupancy may not exceed two (2) persons per bedroom. A maximum of two (2) overnight guests are allowed. A “guest” is a person who stays in the Unit seven (7) nights or less. A stay beyond seven (7) nights makes the person an unauthorized occupant. Any person occupying the Premises without Landlord’s prior written approval constitutes a material default entitling Landlord to issue a statutory notice to vacate and pursue eviction without opportunity to cure, to the fullest extent permitted by Texas law.

3. Rent; Due Date; Late Fees. Rent is due monthly, in advance, on the 1st day of the month and payable to Landlord at the location and/or by the payment methods designated by Landlord. Late fees: Ten percent (10%) of monthly Base Rent if Rent is not received by the 3rd day after the due date; an additional Two percent (2%) of monthly Base Rent if Rent and prior late fees are not received by the 15th day after the due date. Total late fees shall not exceed twelve percent (12%) of monthly Base Rent per month, in compliance with Texas Property Code §92.019. Weekends and holidays do not excuse timely payment. Landlord will provide at least thirty (30) days’ written notice before any increase in Base Rent takes effect.

4. Security Deposit. Upon execution, Tenant shall pay the Security Deposit as security for unpaid Rent, charges, and damages beyond normal wear and tear, as permitted by Texas law. If Landlord draws upon the Security Deposit during the Lease Term, Tenant shall replenish it to its original amount within fourteen (14) days of written demand. Failure to replenish constitutes a Lease default. The Security Deposit shall not be increased during the current Lease Term except by written amendment.

5. Condition; AS-IS; Move-In Inspection. Tenant accepts the Premises in its present condition “AS IS,” subject to Landlord’s obligations under the Texas Property Code and the warranty of habitability. Prior to or at the time of move-in, Tenant shall complete and sign a Move-In Condition Checklist documenting the condition of the site, utility connections, and all features of the Premises. The signed checklist shall be returned to Landlord within forty-eight (48) hours of move-in and shall serve as the agreed record of pre-existing conditions. Tenant is encouraged to supplement the checklist with dated photographs or video of all site connections, utility hookups, skirting, and Unit surfaces, submitted to Landlord within the same forty-eight (48) hour window; Landlord will independently photograph the Premises at move-in and move-out. Failure to return the checklist within forty-eight (48) hours constitutes Tenant’s acceptance that the Premises were received in good, clean, and undamaged condition. First month’s Rent and the Security Deposit must be paid at signing unless otherwise agreed in writing.

6. Notice to Vacate; Renewal; Early Termination Charges. Tenant must provide at least thirty (30) days’ written notice of intent to vacate, delivered in person at the office, by email to texanranchapts@gmail.com, or by any other method permitted under this Lease. If notice is not provided, the Lease converts to month-to-month upon expiration on the same terms until properly terminated. If Tenant terminates early without Landlord’s written agreement, Tenant remains liable for Rent and charges as allowed by law, and Tenant agrees to pay an early termination charge equal to seventy percent (70%) of the remaining Rent due through the Termination Date (or, if prohibited, the maximum amount allowed by law). The parties acknowledge that the early termination charge constitutes a reasonable pre-estimate of lost rent, vacancy risk, downtime, and re-leasing costs and is agreed as liquidated damages, not a penalty. Landlord shall make commercially reasonable efforts to re-let the Premises. “Net rent” means gross rent received from a replacement tenant less Landlord’s costs of re-letting including advertising, cleaning, make-ready, and administrative costs. Any net rent so calculated shall reduce Tenant’s early termination liability.

7. Pets. Pets are permitted only with Landlord’s written approval. Maximum two (2) pets per Unit. Non-refundable pet fee per lease term: Small (<20 lbs) \$100; Medium (21–50 lbs) \$150; Large (>50 lbs) \$250. Landlord may request veterinary documentation to verify size. No aggressive breeds. Cats must remain inside the Unit at all times; if taken outside, cats must be on a leash with Tenant present. No pet may be left tethered on a leash, chain, or in a pen outside overnight or when Tenant is absent. Unauthorized animals constitute a Lease violation. Tenant is responsible for all damage caused by any animal and all costs incurred by Landlord in removing unauthorized animals. Pets are prohibited in the office, laundry facilities, pool area, and all indoor common areas.

8. HERO Program Incentive. Eligible tenants enrolled in the HERO Program receive a 10% discount on Base Rent during the Lease term, subject to verification and prior approval. HERO includes: military, law enforcement, veterans, border patrol, firefighters, nurses/medical staff, and teachers.

9. Email Notice Obligation. The email address provided by Tenant is the official notice address for all communications under this Lease. Tenant is solely responsible for maintaining a current, functional email address on file with Landlord at all times. If Tenant’s email changes, Tenant must notify Landlord in writing within five (5) days. Notice sent to the most recently provided email

address on file is deemed valid and effective regardless of whether Tenant actually receives it. Failure to maintain a current email address does not excuse any Lease obligation and creates no liability for Landlord.

10. Incorporated Exhibits. Exhibits B (Vacating Procedures), C (Prohibited Activities), D (General Provisions), F (RV & Mobile Home Site Rules), and G (Smoke Detector Addendum) are incorporated by reference and made part of this Lease.

EXHIBIT B – VACATING PROCEDURES

1. Month-to-Month Notice. A Tenant renting month-to-month must give Landlord written notice of intent to vacate at least thirty (30) days prior to move-out. If Tenant vacates prior to the 30th day, Tenant remains liable for Rent through the 30th day.

2. Fixed-Term Expiration. Tenant shall provide Landlord with written notice of intent to renew or vacate at least sixty (60) days prior to the Termination Date. If Tenant fails to provide such notice, the Lease converts to month-to-month on the same terms until properly terminated by either party with thirty (30) days' written notice.

3. Showings. After notice to vacate, Tenant must make the Premises available for showings to prospective tenants or purchasers during normal business hours (8:00 a.m. to 6:00 p.m., Monday through Saturday) upon a minimum of one (1) hour's advance notice by phone, email, or text. Repeated or unreasonable denial of showing access constitutes a Lease default. Tenant may not revoke a notice to vacate without Landlord's written consent.

4. Condition at Move-Out. Tenant must return the Premises to the condition received, ordinary wear and tear excepted. The site must be cleared of all personal property, debris, blocks, anchors, and refuse. Landlord may conduct a pre-move-out inspection during the week before move-out.

5. Cleaning / Repairs. If cleaning or repairs are needed, Landlord may hire professionals at market rates. All costs shall be deducted from the Security Deposit or billed as Additional Rent.

6. Deposit Accounting / Refund. Landlord will refund the Security Deposit, less lawful deductions, within thirty (30) days after Tenant surrenders the Premises, as required by Texas Property Code §92.103. Tenant must provide a forwarding address; otherwise the refund will be held for pickup during normal business hours.

7. Assignment / Subletting; Short-Term Rental Prohibition. Tenant shall not assign, sublet, or grant any license without Landlord's prior written consent. Any unauthorized assignment or sublet is void and constitutes a default. Tenant shall not make the Premises or Unit available through any short-term rental platform including Airbnb, VRBO, or any similar service. Any such listing, even if no booking is completed, constitutes a material default. Landlord shall be entitled to all revenue received from any unauthorized short-term rental use.

8. Abandonment. If Tenant abandons the Premises, Landlord may obtain possession as provided by law. Property left by Tenant may be treated as abandoned and disposed of as permitted by law.

9. Early Termination for HERO Military Transfer or Job-Required Relocation. A Tenant qualifying under the HERO Program may terminate this Lease early without the standard early

termination charge only if required by: (i) a permanent military change-of-station or transfer order; or (ii) a mandatory employer-required relocation to a worksite more than fifty (50) miles from the Premises. Tenant must provide at least thirty (30) days' prior written notice, a copy of official transfer or relocation orders, and any other documentation reasonably requested by Landlord. Voluntary job changes, resignations, or retirements do not qualify.

10. Military Service Termination Rights (Texas Property Code §92.017). A Tenant who is a member of the United States Armed Forces and (a) receives permanent change-of-station orders, (b) receives deployment orders for a period exceeding 90 days, or (c) is released or discharged from active duty, may terminate this Lease by providing written notice and a copy of official military orders. Termination is effective thirty (30) days after the next rental payment due date following the date of notice. No early termination fee shall apply.

11. Domestic Violence Early Termination Rights (Texas Property Code §92.016). A Tenant who is a victim of sexual assault, sexual abuse, indecent exposure, stalking, or human trafficking committed in the Unit or on the Property may terminate this Lease without penalty by: (i) delivering written notice of termination to Landlord; (ii) providing a police report and required official documentation; and (iii) vacating the Premises. Landlord shall not retain the Security Deposit or assess an early termination fee arising solely from a termination under this provision.

EXHIBIT C – PROHIBITED ACTIVITIES

The following activities are prohibited on the Premises and Property and constitute a material default under this Lease. Each violation is grounds for termination and legal action. Tenant is responsible for violations committed by Tenant's occupants, guests, and invitees.

- 1. Residential Use Only.** Using the Premises for any purpose other than residential use; creating a nuisance; or permitting waste or deterioration of the Premises or Property.
- 2. Parking.** A maximum of two (2) vehicles are permitted per space. All vehicles must be parked parallel to the Unit within the assigned space and out of main drives. All vehicles must be operable, currently registered, and capable of moving under their own power. Landlord may tow without prior notice any vehicle that is inoperable, unregistered, improperly parked, or otherwise towable under Texas law, at the vehicle owner's and/or Tenant's sole expense. Landlord shall have no liability for any towed vehicle.
- 3. Speed Limit.** The maximum speed limit on the Property is five (5) mph at all times. Excessive speed constitutes a Lease default.
- 4. Smoking.** Smoking, vaping, or use of e-cigarettes or any tobacco or cannabis product inside the Unit or within twenty (20) feet of any building entrance, window, or ventilation opening. Smoking is prohibited in all common areas. Any smoke odor in the Unit at move-out constitutes conclusive evidence of a violation.
- 5. Alcohol.** Alcohol consumption in common areas, parking areas, or any area outside Tenant's Unit is prohibited, subject to applicable law.
- 6. Illegal Drug Activity.** Any illegal drug activity, including the use, possession, manufacture, sale, or distribution of any controlled substance on the Premises or Property, constitutes a material breach entitling Landlord to issue a statutory notice to vacate and pursue eviction without opportunity to cure, to the fullest extent permitted by Texas law.

7. Criminal Activity. Any criminal activity of any kind on the Premises or Property, including but not limited to assault, battery, domestic violence, theft, vandalism, weapons offenses, prostitution, human trafficking, gang-related activity, or any conduct constituting a felony or Class A misdemeanor under Texas law, constitutes a material breach entitling Landlord to issue a statutory notice to vacate and pursue eviction without opportunity to cure.

8. Firearms and Fireworks. No fireworks of any kind are permitted on the Property at any time. No open display or unsecured carrying of firearms in common areas is permitted. All firearms must be secured inside the Unit in compliance with applicable Texas law.

9. Noise. Quiet hours are enforced from 10:00 p.m. to 8:00 a.m. daily. No loud music or excessive noise at any hour that unreasonably interferes with other residents' quiet enjoyment. Noise violations are grounds for termination after two (2) written warnings within any twelve (12) month period. A third violation within the same period constitutes a material breach entitling Landlord to issue a statutory notice to vacate and pursue eviction without further opportunity to cure.

10. Trash and Waste. No trash of any sort shall accumulate on the exterior of the Premises or Unit. All garbage must be bagged, tied, and placed in the designated dumpster. The dumpster is for personal household trash only. Prohibited from the dumpster: large cartons, boxes, furniture, appliances, oil, paint, chemicals, or any hazardous material. Do not place any trash beside or outside the dumpster. Sanitation service will not collect trash placed outside the dumpster. Vehicle washing on the Property is prohibited. Violations: \$100.00 per occurrence, billed as Additional Rent.

11. Clotheslines and Electrical Equipment. Clotheslines are prohibited. Space heaters exceeding 1,500 watts are prohibited. Cheater boxes, pigtailed, unauthorized sub-panels, or any unauthorized electrical modification or bypass device are prohibited. Texan Ranch Apartments is not responsible for damage to any electrical components on Tenant's Unit arising from Tenant's own electrical systems.

12. Hazardous Materials. Storing or keeping gasoline, propane beyond normal RV tank capacity, ammunition, fireworks, or any other dangerous, flammable, or explosive material in quantities exceeding those required for normal residential use is prohibited.

13. Alterations. Making any alteration, addition, or improvement to the Premises — including fences, patios, walkways, sheds, or additional structures — without Landlord's prior written consent is prohibited. All approved improvements become Landlord's property unless otherwise agreed in writing. Any structure or building is prohibited over the drain field.

14. Conduct. Disorderly conduct, intoxication in common areas, obscene language, obnoxious, disruptive, or vulgar behavior will not be tolerated and constitute grounds for immediate termination without opportunity to cure.

17. Grilling and Open Flame. Grilling, barbecuing, or use of any open-flame cooking device within ten (10) feet of any RV, Unit, structure, awning, or combustible material. All grills must be used in designated open areas approved by Landlord, must never be left unattended while lit, and must be fully extinguished and cooled before storage. Propane grills must be stored outside and upright at all times. Violations may result in immediate termination without cure.

18. Generator Use. Operating any generator: (a) during quiet hours (10:00 p.m. to 8:00 a.m.); (b) within ten (10) feet of any neighboring Unit's windows or doors; or (c) with exhaust directed toward any neighboring Unit or common area. Generators must have a functioning muffler. Carbon monoxide exhaust must be directed away from all occupied spaces. A \$75.00 administrative fee per substantiated noise complaint is billed as Additional Rent.

19. Drones and Unmanned Aerial Vehicles. Operating any drone or unmanned aerial vehicle on or

over the Property without Landlord's prior written consent, or in any manner that captures images or video of other residents or their property without consent. 20. Satellite Dishes and Antennas. Tenant may install a satellite dish or antenna as permitted by FCC regulations (47 CFR Part 1.4000). Ground mounts and non-penetrating tripods are required. Roof or wall penetrations on Landlord's infrastructure require prior written consent. All mounting points must be fully restored at move-out at Tenant's expense.

15. Children. Children must be supervised by Tenant or a responsible adult at all times on the Property. Tenant and parent or guardian assume full responsibility for the safety of all children in Tenant's care. Children playing in parking areas or driving lanes is prohibited.

16. Community Rules. Violating any posted or distributed community rules adopted by Landlord from time to time constitutes a Lease default subject to applicable cure periods or immediate termination as specified.

EXHIBIT D – GENERAL PROVISIONS

1. Indemnification. Tenant shall indemnify and hold Landlord harmless from, and promptly pay or reimburse Landlord for, loss, damage, consequential damages, government fines or charges, or costs of repairs or service on the Property due to a Lease or rules violation; improper use; negligence; or other conduct by Tenant, Tenant's invitees, occupants, or guests; or any other cause not due to Landlord's gross negligence or willful misconduct, to the fullest extent allowed by law.

1A. Defense and Reimbursement Obligation. Tenant's indemnification includes the duty to defend Landlord and reimburse Landlord for reasonable attorney's fees, court costs, expert fees, and related expenses incurred in responding to or defending against any claim arising from Tenant's use or occupancy of the Premises, except to the extent caused by Landlord's gross negligence or willful misconduct.

1B. Survival of Indemnification. All indemnification, defense, and reimbursement obligations survive termination, expiration, or non-renewal of this Lease, regardless of whether the claim arises before or after Tenant vacates.

1C. Waiver of Consequential Damages. To the fullest extent permitted by Texas law, Tenant waives any claim against Landlord for consequential, incidental, indirect, or special damages, including loss of use, loss of income, discomfort, inconvenience, or damage to personal property, except where caused by Landlord's gross negligence or willful misconduct. All Property facilities and equipment are available for the convenience of residents. All persons using any facility do so at their own risk.

2. Limitation of Liability. Tenant accepts all limitations on Landlord's liability permitted by law. Landlord is not responsible for accidents, injuries, or losses due to fire, theft, wind, flood, personal negligence, acts of God, or other circumstances beyond Landlord's reasonable control.

3. Landlord Access. Landlord may change the locks on any entrance for nonpayment only in compliance with applicable Texas law. Landlord and Landlord's agents retain the right to access the Premises at reasonable times upon reasonable advance notice (ordinarily not less than twenty-four (24) hours except in emergencies) for any lawful purpose, including wellness checks, inspections, repairs, maintenance, and showings. In the event of a genuine emergency posing an

immediate threat to life, health, or property, Landlord may enter without prior notice. Tenant's right to quiet enjoyment is not waived by this provision.

4. No Deposit as Rent. Tenant may not apply the Security Deposit to last month's Rent unless otherwise agreed in writing.

5. Personal Property; Renter's Insurance Required. Tenant's personal property is not Landlord's responsibility under any circumstances. Tenant shall obtain and maintain, at Tenant's sole expense, a renter's or RV/mobile home insurance policy with minimum personal liability coverage of \$100,000 and personal property coverage of not less than \$10,000 throughout the entire Lease Term. Landlord shall be listed on the policy as an "Interested Party" or similar notice-only status. Proof of coverage shall be provided to Landlord at move-in and upon request. Failure to maintain the required insurance policy is a Lease default. Tenant waives all claims against Landlord for loss, damage, or destruction of Tenant's personal property to the fullest extent permitted by Texas law.

6. Partial Payment. Landlord's acceptance of any partial Rent payment shall not constitute a waiver of any existing default or Landlord's right to pursue all available remedies. Any partial payment accepted shall be applied first to the oldest outstanding balance. Landlord reserves the right, in Landlord's sole discretion, to refuse any partial payment. Landlord's refusal of a partial payment shall not constitute a refusal to accept Rent.

7. Returned Payment Fee; Certified Funds. A \$35.00 charge applies to any returned payment, including stop payments. Following any returned payment, Landlord may require all future payments be made exclusively by certified funds (money order, cashier's check, or other form acceptable to Landlord). Landlord's refusal of a personal check after invoking this provision shall not constitute a refusal to accept Rent.

8. Property Left Behind. Landlord may retain, destroy, or dispose of property left at the end of the Term as permitted by law.

9. Amendments. This Lease may be amended only by a written instrument signed by Landlord and Tenant.

10. Landlord Default. Defaults by Landlord are: (a) failing to provide Essential Services within a reasonable time not to exceed fourteen (14) days after receipt of written notice from Tenant, subject to delays caused by force majeure, contractor availability, or circumstances beyond Landlord's reasonable control; and (b) failing to comply with any other material obligation within thirty (30) days after receipt of written notice, provided that if the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default so long as Landlord has commenced cure and diligently pursues completion.

11. Tenant Remedies. In the event of Landlord default, Tenant may pursue remedies available under applicable Texas law, including those provided under Texas Property Code Chapter 92 and, where applicable, Chapter 94. This Lease does not limit any statutory remedy available to Tenant under Texas law, subject to compliance with statutory notice and procedural requirements.

12. Tenant Default. Defaults by Tenant include: failing to timely pay Rent; abandoning or vacating a substantial portion of the Premises; failing to comply within ten (10) days after written notice with any other Lease provision (except payment or abandonment); or failing to replenish the Security Deposit as required.

12A. Acceleration. Upon Tenant default, Landlord may, at Landlord's option and subject to Landlord's duty to mitigate damages as required by Texas law, declare all remaining Rent for the balance of the Lease Term immediately due and payable as Additional Rent.

13. Landlord Remedies. Landlord may pursue all remedies allowed by law, including termination, recovery of possession, damages, injunctive relief, and suit for damages. Nothing in this Lease authorizes unlawful self-help.

13A. Self-Help; Cost Recovery. If Tenant fails to comply with any Lease obligation, Landlord may, but is not obligated to, cure such failure on Tenant's behalf. All costs, including labor, materials, vendor charges, and administrative time, shall be billed as Additional Rent due upon demand.

13B. Administrative and Enforcement Fees. Landlord may charge reasonable administrative fees in connection with Lease violations, notices, inspections, enforcement actions, and other management services performed in response to Tenant's default or noncompliance. All such fees shall be deemed Additional Rent.

13C. Collection and Credit Reporting. Tenant agrees that Landlord may report payment history, delinquencies, defaults, and amounts owed to credit reporting agencies to the extent permitted by law. Landlord may assign unpaid balances to a collection agency. Tenant shall be responsible for reasonable collection costs, attorney's fees, and agency fees to the extent permitted by law.

14. No Waiver. Delay in declaring default or pursuing remedies is not a waiver. Acceptance of rent does not waive a breach unless expressly in writing.

15. Deposit Application. Landlord may use the Security Deposit to pay arrears of Rent, repair damage, or pay expenses resulting from default as permitted by law.

16. Attorney Fees. In any action or proceeding arising out of or relating to this Lease or the Premises in which Landlord is the prevailing party, Landlord shall be entitled to recover from Tenant all reasonable attorney's fees, court costs, expert fees, collection costs, and other litigation expenses to the fullest extent permitted by law, and all such amounts shall be deemed Additional Rent. If Tenant is the prevailing party solely in a court-ordered determination of bad-faith security deposit withholding under Texas Property Code §92.109, the statutory remedies under that section shall apply. In all other disputes, each party shall bear its own attorney's fees except as provided in this section.

17. Venue. Exclusive venue is the county where the Premises is located.

18. Entire Agreement. This Lease is the entire agreement. Tenant is not relying on statements not contained in this Lease.

19. No Implied Warranties. Other than the warranty of habitability, there are no implied warranties of merchantability, fitness, or otherwise.

20. Notices. All notices must be in writing and may be delivered by: (a) email to texanranchapts@gmail.com (Tenant to Landlord) or to Tenant's email address most recently on file (Landlord to Tenant); (b) hand delivery to the front office at 8301 N Ware Road during normal business hours; (c) posting on the inside of the main entry of the Unit, if permitted by applicable law; or (d) certified mail or any mailing method permitted by Texas law. Email notice is deemed received on the date sent if no delivery failure notice is received within twenty-four (24) hours. Tenant is solely responsible for maintaining a current email address on file. Notice to a stale email address is valid and effective.

20A. Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LEASE, THE PREMISES, OR THE RELATIONSHIP OF THE PARTIES.

20B. Periodic Inspections. Landlord may conduct periodic inspections of the Premises upon reasonable notice to ensure compliance with this Lease, maintenance standards, occupancy limits, and safety requirements.

21. Texas Property Code. Tenant acknowledges that Texas Property Code Chapters 92 and 94 contain specific obligations and remedies applicable to this tenancy.

22. Business Judgment Authority. Landlord retains discretion to manage, operate, repair, modify, and maintain the Property consistent with sound business judgment and applicable law. Good-faith operational decisions are not a breach.

23. Severability. If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect.

24. Holdover Rent. If Tenant remains in possession after the Termination Date without Landlord's prior written consent, Tenant shall pay holdover rent at a rate equal to one hundred fifty percent (150%) of the then-current monthly Base Rent, prorated daily, for each day of unauthorized occupancy. Landlord's acceptance of holdover rent shall not constitute a waiver of Landlord's right to possession or create a new tenancy. The holdover rate is agreed as reasonable compensation and not a penalty.

25. Manufactured Home / RV Lot Notice. Tenants occupying a Mobile Home Lot or RV Lot acknowledge that certain provisions of Texas Property Code Chapter 94 (Manufactured Home Tenancies) may apply in addition to, or in lieu of, Chapter 92 provisions. To the extent any provision of this Lease conflicts with Chapter 94 as applied to manufactured home or RV lot tenancies, Chapter 94 shall control.

EXHIBIT F – RV & MOBILE HOME SITE RULES & SPECIFIC OBLIGATIONS

The following provisions apply specifically to RV and Mobile Home lot tenancies at Texan Ranch Apartments and supplement the main Lease Agreement and Exhibits B, C, and D. All fees are Additional Rent due upon demand.

PART 1 — UTILITY CONNECTIONS

F.1. Sewer Connection. Tenant's sewer connection must maintain a positive, watertight seal at both ends of the sewer hose at all times. As required by Texas law, the sewer hose must be fastened using an approved connector or rubber donut. Tenant is solely responsible for all sewer hookup equipment and for ensuring no sewer leakage occurs at the Premises. Any sewer leak caused by Tenant's failure to maintain connections will be remediated at Tenant's expense, billed as Additional Rent.

F.2. Water Hookup. Hook-up of water must be done with a shut-off valve at the water inlet. All water lines from the water meter to the Unit are Tenant's responsibility. Any water meter box damage caused by Tenant's drive-overs, parking, or negligence will be charged to Tenant as Additional Rent.

F.3. Electrical Hookup. All electrical lines, conduit, and connections from the electrical pole to the Unit are Tenant's responsibility. Tenant must maintain all electrical connections properly and must not modify, bypass, or tamper with the electrical supply to the site. No cheater boxes, pigtailed, unauthorized sub-panels, or extension cord-based permanent connections are permitted. Texan Ranch Apartments is not responsible for damage to any electrical components on Tenant's Unit.

F.4. Utility Responsibility. All lines from the water meter or electrical pole to the Unit are Tenant's responsibility and must be maintained in safe working condition throughout the Lease Term.

PART 2 — SEPTIC SYSTEM

F.5. Required Septic Additive. Because the Property utilizes a private rural septic system with drain fields, Tenant is required to use an approved septic additive — such as RID-X, Enforcer, or a Landlord-approved equivalent — at least once every two (2) months throughout the tenancy to maintain beneficial bacteria and offset destructive additives. Tenant must retain receipts and provide proof of use upon Landlord's request.

F.6. Prohibited Drain Items. The following items are strictly prohibited from being flushed or disposed of through any drain, toilet, or sink: "flushable" or baby wipes of any kind; feminine hygiene products; paper towels; cooking grease or oil; paint, solvents, or chemicals; medications; diapers; cotton swabs; excessive detergents or bleach products; or any item other than standard toilet tissue and human waste.

F.7. No Structures Over Drain Field. No structure, building, shed, vehicle, or any object shall be placed over or driven over the drain field at any time. Driving over or crushing the drain field constitutes negligence. Damage to the septic system or drain field caused by Tenant's actions or violations of this section will be charged to Tenant at full repair or replacement cost as Additional Rent.

PART 3 — MOBILE HOME SPECIFIC REQUIREMENTS

F.8. Minimum Size. Every mobile home placed on a Lot must have a minimum of 700 square feet of living area. The exterior of the home must meet Texan Ranch Apartments inspection requirements prior to placement.

F.9. Skirting Requirement. Every mobile home must be skirted within thirty (30) days of placement on the Lot. The skirting material and color must complement the home and be approved by Landlord. Failure to complete skirting within thirty (30) days is a Lease default. Landlord may arrange skirting installation at Tenant's expense and bill the full cost as Additional Rent.

F.10. Additional Structures. Any additional buildings, sheds, or outbuildings require Landlord's prior written consent before placement. All site improvements including fences, patios, and walkways must be approved by Landlord in writing prior to construction. All such approved improvements become Landlord's property upon installation unless otherwise agreed in writing.

PART 4 — MOVE-IN PROCEDURES (MOBILE HOME)

F.11. Advance Notice Required. Landlord must be notified of the planned move-in date at least forty-eight (48) hours in advance. Move-in is permitted during the following hours only: 8:00 a.m.

to 3:00 p.m., Monday through Friday. No weekend move-ins without Landlord's prior written approval. Texan Ranch Apartments staff must be on-site to oversee the move-in. Tenant is responsible for scheduling staff presence in advance.

F.12. Move-In Connection Requirements. At move-in, all connections must be performed as follows:

- (a) Hook-up of water must be completed with a shut-off valve at the water inlet underneath the mobile home.
- (b) Hook-up of sewer is Tenant's sole responsibility and must comply with Texas law.
- (c) Hook-up of existing electrical lines must be done to preserve the integrity of all lines.
- (d) All lines from the water meter or electrical pole are Tenant's responsibility.

F.13. Signed Lease Required. There must be a fully executed signed Lease Agreement in place before any mobile home may be placed on the Lot. No placement will be permitted without execution and delivery of this Lease and payment of the Security Deposit and first month's Rent.

PART 5 — MOVE-OUT PROCEDURES (MOBILE HOME)

F.14. Advance Notice Required. Landlord must be notified at least forty-eight (48) hours in advance of moving the mobile home, after having provided the required written notice of termination under this Lease. Move-out is permitted during the following hours only: 8:00 a.m. to 3:00 p.m., Monday through Friday. Texan Ranch Apartments staff must be on-site to oversee the move-out.

F.15. Electrical Disconnect Requirements. All electrical lines, conduit, breaker boxes, and receptacle boxes must be left intact in the ground. Tenant must disconnect the lines from inside the home and pull the lines out of the electrical inlet, leaving all wires intact and uncut. Severing or damaging any electrical lines during move-out will be charged to Tenant as Additional Rent at full repair cost.

F.16. Water Line Requirements. The water meter must be turned off and the water line must be left long enough for extension by the next occupant. The drain line from the mobile home must be cut a minimum of thirty-six (36) inches from the coupling and cleaned out. Any damage to the meter box from drive-overs or parking will be charged to Tenant as Additional Rent.

F.17. Anchor Removal. All anchors must be removed from the Lot upon move-out by the mover. Any anchors left in the ground will be removed by Landlord at a charge of \$20.00 per anchor, billed as Additional Rent.

F.18. Site Cleanup. All blocks, trash, debris, personal property, and improvements not expressly approved to remain by Landlord in writing must be removed from the Lot upon move-out. The Lot must be left clean and clear. Mailbox key must be turned in and a forwarding address provided to Landlord. The water meter will be read for a final bill. The Security Deposit will be returned, less lawful deductions, within thirty (30) days of Tenant surrendering the Premises.

PART 6 — GROUNDS & MAINTENANCE

F.19. Grounds Keeping. Grounds keeping services are included in Tenant's Lease. Tenant must keep the Premises clear of junk, debris, and obstructions that would inhibit mowing equipment. If Landlord must clear or haul off debris caused by Tenant, the cost of removal will be charged to Tenant as Additional Rent.

F.20. Trees and Landscaping. Tenant shall not prune limbs, remove plants, or make any landscaping changes to the Lot without Landlord's prior written consent. Any unauthorized removal or damage to trees or landscaping will be charged to Tenant at replacement cost as Additional Rent.

F.21. Mold and Moisture Reporting. Tenant shall notify Landlord in writing within forty-eight (48) hours of discovering any visible mold, moisture intrusion, water leak, or standing water on the Premises. Tenant's failure to report within forty-eight (48) hours makes Tenant liable for all resulting remediation and repair costs. Tenant shall not attempt to remediate, conceal, or paint over mold without Landlord's prior written authorization. Unauthorized concealment of mold constitutes a material Lease default entitling Landlord to pursue eviction without opportunity to cure.

F.22. Repairs. Tenant shall report any external electrical, water, or septic problems to the Landlord's office immediately. Tenant shall not engage any contractor, service person, or repair professional to make repairs to any Property systems, utilities, or infrastructure without Landlord's prior written authorization. Unauthorized repairs to Property infrastructure will be Tenant's financial responsibility and may constitute a Lease default.

F.23. Unit Maintenance. Tenant is required to keep the Unit clean and in good repair throughout the Lease Term. The site must be kept clean and orderly as determined by management. Laundry room facilities must be left in clean condition.

PART 7 — AMENITIES

F.24. Pool and Common Facilities. All residents including RV and Mobile Home Lot tenants are invited to use the pool, lobby, and participate in all planned activities. All guests must be accompanied by Tenant. A maximum of two (2) guests per Unit are permitted in the pool area. All pool users must wear proper swimwear. No suntan oil or lotion in pool; all swimmers must shower before entering. No running, rough play, diving, dunking, or water fighting. No smoking or alcohol in pool area. No pets in pool area. No handling of the Polaris pool sweep. Landlord may restrict any Tenant's or guest's pool access at any time. Full pool rules are set forth in the Community Rules & Property Addendum.

F.25. Internet Service. Wireless internet is provided as a courtesy to residents. Texan Ranch Apartments is not responsible for the operation, speed, reliability, or interruption of this service. For technical problems, contact the service provider directly. Internet service may be modified, suspended, or discontinued at Landlord's discretion without constituting a Lease breach.

F.26. Mail. All packages and mail for residents may be picked up at the designated mail area in the Lobby. Tenant is responsible for maintaining a current forwarding address on file with Landlord.

EXHIBIT G – SMOKE & CARBON MONOXIDE DETECTOR ADDENDUM (TEXAS PROPERTY CODE §§92.251–92.262)

1. Installation. Landlord represents that working smoke detectors have been installed in or provided for the Premises prior to move-in in compliance with applicable Texas law and building codes.

2. Tenant Responsibilities. Tenant shall: (a) not disable, tamper with, or remove any smoke detector or carbon monoxide detector or their power sources; (b) test both smoke and CO detectors periodically; (c) notify Landlord in writing immediately upon discovering any malfunctioning or non-operational detector; and (d) replace batteries upon Landlord's written request. Carbon monoxide detectors are particularly critical in RVs and mobile homes due to the proximity of propane appliances, generators, and fuel-burning heating systems.

3. Landlord Responsibilities. Upon written request from Tenant, Landlord shall inspect, repair, or replace any non-functioning smoke detector within a reasonable time not to exceed seven (7) days for conditions affecting habitability or safety.

4. Violation. Disabling, removing, or tampering with any smoke detector or carbon monoxide detector or their power sources is a material Lease violation and may result in termination and Tenant liability for any resulting damages, including liability for personal injury or death caused by the disabled detector.

PART 8 — UNIT CONDITION, MAINTENANCE & HEALTH STANDARDS

The following obligations apply under Texas Property Code Chapters 92 and 94, Texas Occupations Code Chapter 1201 (Manufactured Housing Act), TDHCA rules (10 TAC Chapter 80), HUD Code (24 CFR Part 3280), and Texas Health and Safety Code Chapter 341. Tenant's failure to comply with this Part is a material Lease default and may constitute a public health violation.

F.27. Unit Condition Standard; Texas Law. Tenant's Unit (whether an RV, travel trailer, fifth wheel, or manufactured/mobile home) must be maintained in good, safe, habitable, and weather-tight condition at all times throughout the Lease Term, in compliance with applicable HUD Code standards (24 CFR Part 3280), TDHCA requirements (10 TAC Chapter 80), and Texas Occupations Code Chapter 1201. The following minimum standards apply at all times:

- (a) Structural Integrity.** The roof, walls, floor, and foundation supports must be structurally sound, weatherproof, and free of holes, rot, significant rust, buckling, or deterioration that compromises the safety or weatherproofing of the Unit.
- (b) Exterior Condition.** The exterior of the Unit, including siding, skirting, windows, doors, and roof, must be maintained in a clean, orderly, and visually acceptable condition as determined by Landlord's management. Peeling paint, extensive rust, broken windows, torn skirting, or visible structural damage are not permitted.
- (c) Mechanical Systems.** All plumbing, electrical, and HVAC systems within the Unit must be maintained in proper working condition at Tenant's expense. Tenant is responsible for all maintenance and repair of mechanical systems inside the Unit.
- (d) Pest and Rodent Free.** The Unit must be kept free of roach, rodent, bed bug, and other pest infestations at all times. Tenant is responsible for routine pest prevention and treatment inside the Unit.
- (e) Cleanliness.** The interior and exterior of the Unit and the surrounding Lot must be kept in a clean, sanitary, and orderly condition at all times as determined by management.

F.28. Continuous Maintenance Obligation. Tenant has a continuous, ongoing duty throughout the Lease Term to maintain the Unit in the condition required by Section F.27. This obligation includes, without limitation: regular caulking and weatherstripping to prevent water and air intrusion; inspection and cleaning of gutters and drainage components; upkeep of all interior and exterior surfaces; and prompt attention to any developing condition that could result in structural damage, water intrusion, mold growth, or pest infestation if left unaddressed. Routine maintenance is Tenant's sole financial responsibility. Neglect of routine maintenance that results in damage requiring major repair will be charged to Tenant as Additional Rent at full repair cost.

F.29. Water Leaks and Water Intrusion — Immediate Reporting Required. Any water leak, roof leak, plumbing leak, pipe burst, or water intrusion of any kind inside or around the Unit must be reported to Landlord's office in writing within twenty-four (24) hours of discovery. Tenant must take immediate reasonable steps to minimize damage (such as placing containers, using towels, and turning off the water supply) while awaiting Landlord's response. Failure to report a water leak within twenty-four (24) hours, or failure to take reasonable steps to minimize damage, makes Tenant fully liable for all resulting water damage, mold remediation, structural repair, and related costs, billed as Additional Rent due upon demand.

F.30. Mold — Prevention, Reporting, and Prohibition on Concealment. Consistent with Section 28 of the Lease Agreement and applicable Texas law, Tenant must comply with the following mold-related obligations:

- (a) **Prevention.** Tenant must maintain adequate ventilation inside the Unit at all times, including use of exhaust fans during and after showering and cooking. Tenant must promptly address any moisture source, condensation buildup, or surface dampness before mold can develop.
- (b) **48-Hour Reporting.** Tenant must notify Landlord in writing within forty-eight (48) hours of discovering any visible mold growth, mildew odor, water staining, or moisture condition likely to produce mold. Failure to report within forty-eight (48) hours makes Tenant liable for the full cost of mold remediation and any resulting structural damage.
- (c) **No Self-Remediation or Concealment.** Tenant shall not attempt to clean, bleach, paint over, or otherwise conceal mold growth without Landlord's prior written authorization. Unauthorized concealment of mold constitutes a material Lease default entitling Landlord to issue a statutory notice to vacate and pursue eviction without opportunity to cure, to the fullest extent permitted by Texas law.
- (d) **Texas Health and Safety Code.** Mold conditions that render the Unit a health hazard may constitute a violation of Texas Health and Safety Code Chapter 341 and subject the Premises to regulatory action. Tenant's failure to report and address mold exposes Tenant to additional liability beyond this Lease.

F.31. Landlord Notice of Deficiency; Two-Week Cure Period. If Landlord determines, through inspection, observation, or complaint, that Tenant's Unit or Lot does not meet the condition standards required by this Part 8 or any other provision of this Lease, Landlord will provide Tenant with a written Notice of Deficiency specifying the condition that requires correction. Tenant shall have fourteen (14) calendar days from the date of the Notice of Deficiency to cure the identified condition to Landlord's reasonable satisfaction (the "Cure Period"). The following consequences apply:

- (a) Cure Within 14 Days.** If Tenant cures the identified deficiency within the Cure Period to Landlord's reasonable satisfaction, no additional charges will be assessed for the condition identified in that specific notice.
- (b) Failure to Cure Within 14 Days.** If the deficiency is not fully cured within the Cure Period, Landlord may: (i) assess a deficiency fee of \$50.00 per week for each week the condition remains uncured beyond the Cure Period, billed as Additional Rent; and/or (ii) arrange for professional correction of the condition at Tenant's expense, with all costs billed as Additional Rent due upon demand.
- (c) Failure to Cure Within 30 Days.** If the deficiency remains uncured thirty (30) days after the original Notice of Deficiency, the failure constitutes a material Lease default and Landlord may pursue all available remedies under this Lease and Texas law, including termination and eviction proceedings.
- (d) Immediate Safety Hazards.** Conditions posing an immediate risk to health, safety, or property — including but not limited to active structural failure, fire hazards, active leaks causing ongoing damage, raw sewage exposure, or severe mold infestations — do not qualify for the standard Cure Period and must be addressed within twenty-four (24) to seventy-two (72) hours as specified in Landlord's written notice, or Landlord may take immediate corrective action at Tenant's expense.

F.32. Exterior Inspection Rights. Consistent with applicable Texas law and Section 20B of Exhibit D, Landlord and Landlord's agents retain the right to inspect the exterior of Tenant's Unit and the Lot at any time during normal business hours to assess compliance with this Part 8 and all other Lease obligations. Interior inspections require reasonable advance notice as set forth in Section 3 of Exhibit D. Findings from any inspection may result in a Notice of Deficiency under Section F.31.

F.33. Texas Law Compliance. All manufactured homes on the Property must at all times comply with applicable requirements of: Texas Occupations Code Chapter 1201 (Manufactured Housing Act); Texas Department of Housing and Community Affairs rules (10 TAC Chapter 80); HUD Code standards (24 CFR Part 3280); Texas Property Code Chapters 92 and 94; and Texas Health and Safety Code Chapter 341. Tenant's Unit must bear a valid HUD Label or Texas Seal as required by applicable law. Any citation, notice of violation, or order issued by a governmental authority regarding the condition of Tenant's Unit must be reported to Landlord within twenty-four (24) hours of receipt and must be resolved at Tenant's sole expense. Failure to maintain the Unit in compliance with applicable law constitutes a material Lease default.

F.34. Storm, Hurricane, and Severe Weather Preparedness. The Property is located in the Rio Grande Valley, which is subject to hurricanes, tropical storms, and severe weather events. Tenant acknowledges this risk and agrees to the following obligations: (a) Tropical Weather Watch or Warning. Upon issuance of any hurricane watch, hurricane warning, tropical storm warning, or equivalent advisory by the National Weather Service for Hidalgo County or any adjacent county, Tenant must: (i) fully secure all outdoor items, furniture, awnings, and equipment associated with the Unit; (ii) comply with any evacuation order issued by Hidalgo County or the City of McAllen; and (iii) notify Landlord within twenty-four (24) hours of any planned absence from the Property during a weather event. (b) RV Evacuation. Tenant occupying a mobile RV or travel trailer must evacuate the Unit from the Property upon issuance of a mandatory evacuation order. Landlord reserves the right to require evacuation of any RV that is not anchored to manufacturer specifications in advance of a Category 2 or higher storm. Failure to comply with an evacuation request constitutes a Lease

default. (c) Mobile Home Anchoring. Mobile homes must remain properly anchored per TDHCA tie-down requirements (10 TAC Chapter 80) throughout the Lease Term. Tenant is responsible for inspecting and maintaining all anchors, tie-downs, and straps at Tenant's expense. Landlord may inspect anchor compliance upon reasonable notice and require re-anchoring at Tenant's expense within fourteen (14) days of written notice. (d) Damage from Failure to Comply. Any damage to the Property, neighboring Units, or Landlord's infrastructure caused by Tenant's failure to secure the Unit, failure to evacuate when required, or failure to maintain proper anchoring shall be Tenant's sole financial liability and shall be billed as Additional Rent due upon demand. (e) No Rent Abatement for Weather Events. Landlord is not liable for any loss, damage, or inconvenience caused by weather events, including but not limited to flooding, wind damage, or loss of utilities, except to the extent caused by Landlord's gross negligence or willful misconduct.

MANAGEMENT RIGHTS

Management reserves the right to pursue eviction or refuse service to any person or persons who violate or disregard any rule under this Lease Agreement, without refund of any amounts paid, to the fullest extent permitted by Texas law. Management reserves the right to make changes to rules, regulations, and fees upon written notice to Tenant as provided in this Lease.

SIGNATURES

By signing below, the parties acknowledge they have read, understand, and agree to this Lease Agreement and all incorporated Exhibits and Addenda. Tenant acknowledges receipt of and agreement to Exhibit F (RV & Mobile Home Site Rules) and all obligations contained therein.

Lease Agreement Date: _____ **Unit Type & Space #:** _____

Landlord / Authorized Agent Signature

Printed Name & Title: _____

Tenant Signature

Printed Name: _____ Date: _____

Tenant Signature (if applicable)

Printed Name: _____ Date: _____

NOTE: The Texan Ranch Apartment Utility Addendum (All Bills Paid – Electric/Water Inclusion Addendum) is incorporated into and made part of this Lease by reference. Tenant acknowledges receipt of and agreement to the Utility Addendum.

Tenant initials confirming receipt of Utility Addendum: _____

EXHIBIT H – LEAD-BASED PAINT DISCLOSURE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED
PAINT HAZARDS
TEXAN RANCH APARTMENTS

FEDERAL LAW REQUIREMENT. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. This disclosure is required under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §4852d) and its implementing regulations at 24 CFR Part 35 and 40 CFR Part 745.

PROPERTY INFORMATION

Property Address: 8301 N Ware Road, McAllen, TX 78504

Space / Lot # and Unit Type:

Year of Construction / Manufacturing Date of Unit (if known): _____

SECTION 1 – LANDLORD’S DISCLOSURE

1(a) Presence of Lead-Based Paint in the Premises:

- Landlord has NO knowledge of lead-based paint and/or lead-based paint hazards in the housing covered by this disclosure.

- Landlord HAS knowledge of lead-based paint and/or lead-based paint hazards in the housing. Landlord’s known information is as follows:

Known lead-based paint / hazard location and description:

1(b) Records and Reports Available to Landlord:

Landlord must attach copies of all available records, reports, and/or test results pertaining to lead-based paint or lead-based paint hazards in the housing (including records from previous owners), if any such records exist.

Landlord has NO records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Landlord HAS the following records and/or reports (list all attached documents):

Attached records / reports:

SECTION 2 – TENANT’S ACKNOWLEDGMENT

Tenant acknowledges each of the following by initialing the corresponding line:

_____ Tenant has received the information disclosed by Landlord in Section 1(a) above regarding the presence or absence of known lead-based paint and/or lead-based paint hazards in the Premises.

_____ Tenant has received the information disclosed by Landlord in Section 1(b) above and has received copies of all available records and reports listed therein, if any.

_____ Tenant has received the EPA-approved informational pamphlet titled “Protect Your Family from Lead in Your Home” (EPA 747-K-12-001) prior to signing the Lease Agreement. If Landlord cannot provide the pamphlet in print, Tenant may obtain it free of charge at: <https://www.epa.gov/lead/protect-your-family-lead-your-home>.

_____ Tenant has been informed that mobile and manufactured homes constructed before June 1976 may contain lead-based paint in interior and exterior surfaces, trim, and walls. Tenant understands the potential health risks associated with lead-based paint exposure, particularly to children under 6 years of age and pregnant women.

_____ Tenant understands that Tenant may, at Tenant’s own expense, conduct or arrange for a lead-based paint risk assessment or inspection of the Premises at any mutually agreeable time. Landlord’s consent to such inspection is not required but is encouraged. Any damage to the Premises resulting from an inspection or assessment conducted by or on behalf of Tenant is Tenant’s responsibility.

SECTION 3 – CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

LANDLORD CERTIFICATION:

Texan Ranch Apartments

Landlord / Authorized Agent Signature

Printed Name: _____ Date: _____

TENANT CERTIFICATION:

Tenant Signature

Printed Name: _____ Date: _____

Tenant Signature (if applicable)

Printed Name: _____ Date: _____

PENALTY NOTICE. Failure by a landlord to comply with the requirements of this disclosure may result in civil and criminal penalties, including fines of up to \$21,000 per violation under 42 U.S.C. §4852d and regulations issued thereunder. Landlord certifies that this disclosure has been completed in good faith and to the best of Landlord's knowledge.

FOR UNITS BUILT 1978 OR LATER: This disclosure is provided for informational purposes. Federal lead paint disclosure requirements apply only to housing constructed before January 1, 1978. If this Unit was manufactured on or after January 1, 1978, this disclosure is completed as a precautionary measure only and does not imply the presence of lead-based paint.