



**The Retreat at San Marcos
LEASE AGREEMENT
San Marcos, Texas**

This Lease Agreement ("Lease") is entered into and is effective as of «systemdate» ("Effective Date") by Landmark Properties, Inc., a Georgia corporation, whose address is _____ ("Agent"), agent for Retreat at San Marcos, LLC, a Texas Limited Liability Company, whose address is _____ ("Landlord"), and Tenant (identified below), each of which, intending to be legally bound, and to bind their respective heirs, administrators, personal representatives, successors and assigns, hereby agree upon the following terms and conditions:

1. LEASE SUMMARY.

Tenant(s): «residentname»

Application Fee: \$ «appfee»

"Security Deposit:" \$ Waived, payable upon Tenant's execution of this Lease.

Administrative Fee: \$ «adminfee»

Amount of Total Rental Payments
\$ «paymentschedulefuturetotal»

Lease Term «leasestartdate» at 12:00PM, to
«leaseenddate» at 12:00PM

To be paid in «residentleaseterm» equal
installments of \$ «scheduledbillingcustom1»

Furnished: ☐ Unfurnished: ☐

Pet Fee: 300.00 annual fee (if applicable)

Floor Plan Type: (example: 2x2, 3x3, 4x4, 5x5):

<<floor plan choice>>

All fees specified above (collectively, "Fees") are non-refundable and payable by Tenant on the Effective Date of this Lease. Security Deposits (if applicable) are refunded as outlined in Section 3 of the Terms and Conditions attached hereto and made a part hereof (the "Terms and Conditions").

2. DEFINED TERMS.

"Premises":

ASSIGNED UNIT: An undivided interest in Bedroom No. «unitnumber» ("Bedroom") at The Retreat at San Marcos, located at «siteaddressline1», «siteaddresscity», «siteaddressstate», «siteaddresszipcode» ("Facility"), which Unit Landlord will identify in a written notice to Tenant prior to the beginning of the Term, together with the right to use, in common with others, the furniture, appliances and personal property provided by Landlord in such Bedroom and Unit (collectively, "Personal Property"), and the right to use, in common with others, any common kitchen, bathrooms, personal property, club house, and other common areas, to the extent currently in place at the Unit or the Facility (collectively, "Common Areas").

"Tenant's Assigned Property Address": 512 Craddock AVE «unitnumber»

«unitaddresscity», «unitaddressstate» «unitaddresszipcode»

“Term”: The period between «leasestartdate» (“Commencement Date”) at 12:00pm and «leaseenddate» (“Expiration Date”). The Term of this Lease automatically expires at 12:00pm on the Expiration Date, unless, prior to that time, Landlord and Tenant have entered into a written Lease renewal agreement.

“Fixed Rent”:[whichever is checked is applicable];

Rent shall be a total of \$«paymentschedulefuturetotal» for the Term, to be paid in monthly installments of \$«scheduledbillingcustom1» each, on the first day of each month commencing September of 2012 except that Fixed Rent for the first month of the Term shall be payable on July 15, 2012; or

- All Rent is payable by Tenant, without notice (except as otherwise expressly provided herein), offset or demand, at Agent's office located at «siteaddressline1», «siteaddresscity», «siteaddressstate» «siteaddresszipcode» or to such other person or at such other address as Landlord may notify Tenant. Rent checks and money orders should be made payable to The Retreat at San Marcos. Any accord, satisfaction, conditions or limitations noted by Tenant in any Rent payment shall be null and void. **Tenant's rent does NOT include the following utilities which you must pay separately to the utility provider as detailed below.** Tenant acknowledges that no portion of the rent is intended to pay for any portion of the checked utilities that are attributable to Tenant's Unit.

3. UTILITIES & SERVICES.

Utilities: **Tenant is responsible for ALL utility charges.** All utilities shall be placed in the name of Tenant or Co-Tenant. Tenant will pay all charges for utilities for Tenant's Residence, when and as they become due, and Tenant shall make all necessary deposits with the appropriate public utility companies supplying said services prior to the move-in date. If Tenant fails to pay these charges when due, Landlord shall be entitled, but not obligated, to make all or part of such payments, and said amount so paid by Landlord shall become due and payable as additional Rent hereunder. Upon vacating the Residence, Tenant shall not disconnect the utilities until the end of the Lease Term and will have the utilities transferred as requested by Landlord. In the event that Tenant fails to place and maintain any such utilities in Tenant's name during the lease term, Tenant shall be issued (and shall pay) a bill for such services by Landlord or billing provider (which shall include a service charge in the amount of \$50 on each occasion); such service charge is used to compensate Landlord for Tenant's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid and other administrative costs. Tenant and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.

4. LEASE GUARANTY. **At Landlord's option**, the Lease shall be null and void if either (i) the attached Guarantor Joinder is not executed, notarized and delivered by the parent(s) or sponsor(s) of Tenant named therein and returned to Landlord within fifteen (15) days of the date of Tenant's execution of the Lease or (ii) the Guarantor has a credit rating that is not acceptable to Landlord. Tenant acknowledges that this is a Lease for an essential necessity of Tenant. Tenant agrees to be fully bound by all the terms and conditions hereof irrespective of the age or condition of Tenant and irrespective of the execution of a guaranty. The guaranty shall be an additional assurance to Landlord of the performance of the covenants of the Lease and not in substitution of Tenant's responsibilities and obligations hereunder. **THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE LEASE AS WELL AS SUBSEQUENT TERMS OR RENEWALS WITHOUT THE NECESSITY TO HAVE GUARANTOR EXECUTE A REAFFIRMATION OF SUCH GUARANTY.**

5. STATE-SPECIFIC AMENDMENTS TO THE TERMS AND CONDITIONS.

- (a) Whether Tenant experiences mold growth in the Premises depends largely on how Tenant manages and maintains his or her household, and on Tenant's prompt notice to Landlord

of mold conditions. Tenant's cleaning and maintenance obligations regarding the Premises, and Landlord's maintenance obligations, are specified in the Terms and Conditions. Tenant agrees to clean and maintain the Premises and to contact Landlord within a reasonable period of time in the event that the Premises requires repair or maintenance, so as to reasonably minimize the conditions that could possibly lead to mold conditions in the Premises. If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal, or plastic and the mold is not due to an ongoing leak or moisture problem, Tenant agrees to immediately clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, or Clorox Cleanup®. IF TENANT FAILS TO COMPLY WITH THIS PARAGRAPH, Tenant can be held responsible for property damage to the Unit and any health problems that may result. Noncompliance includes, but is not limited to, Tenant's failure to notify Landlord of any mold, mildew or moisture problems immediately IN WRITING. Violation of this Paragraph shall constitute a default by Tenant under the Lease and Landlord may, in its sole and absolute discretion, proceed with an eviction action or exercise any other rights or remedies afforded to it under the Lease or provided by any applicable law, which shall not amount to Tenant's release from the obligations of the Lease but shall in addition make Tenant responsible for any damages Landlord is unable to mitigate. TO THE FULLEST EXTENT ALLOWED BY LAW, TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND AGENT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, HEIRS, BENEFICIARIES, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, FINES, PENALTIES, FEES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES) ARISING BY REASON OF ANY DEATH, INJURY, DAMAGE OR LOSS SUSTAINED BY ANY PERSON, INCLUDING TENANT AND TENANT'S GUESTS AND INVITEES, AS MAY ARISE OUT OF TENANT'S FAILURE TO COMPLY WITH THE TERMS OF THIS ADDENDUM.

(b) Tenant shall immediately report to Landlord, in writing, all fires, accidents, injuries and property damage occurring in or on the Premises and, if involving Tenant, elsewhere at the Facility.

(c) All Tenant's personal property kept in the Premises, or in any storage room, or anywhere else at the Facility, shall be at Tenant's sole risk. TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD HAS ADVISED TENANT TO SECURE APARTMENT DWELLERS OR SIMILAR INSURANCE TO COVER ANY LOSS OR DAMAGE TO PERSONAL PROPERTY AND, AS SUCH, LANDLORD IS RELIEVED FROM ANY LIABILITY RELATING TO ANY LOSS OF SUCH PERSONAL PROPERTY IF SAME WOULD HAVE BEEN COVERED UNDER APARTMENT'S DWELLERS INSURANCE.

(d) LANDLORD'S ENTRY. Landlord and Agent shall have the right to enter the Premises at all reasonable hours, including without limitation for the purpose of making inspections and repairs, if Landlord suspects a default by Tenant, painting and showing the Premises to prospective tenants, lenders and purchasers, after first giving two (2) days notice to Tenant, unless an emergency condition exists. Failure to consent to inspection where Landlord has reason to suspect a lease default by Tenant is a Event of Default as defined in the Terms and Conditions accompanying this Lease and agreed to by Tenant. The submission of a work order constitutes permission for employees to enter the Premises for necessary repairs.

(e) If (i) Tenant fails to perform any of its agreements or obligations hereunder when such performance is due or under the Terms and Conditions accompanying this Lease and agreed to by Tenant, and continues such failure for more than: (aa) five (5) days after a default notice from Landlord if Tenant has failed to pay Rent or such other sums due hereunder, or (bb) ten (10) days after a default notice from Landlord if Tenant has failed to perform or observe any of its other agreements or obligations hereunder, or (ii) Tenant commits a crime or violates any applicable

law, ordinance or code, or (iii) Tenant fails to take possession of the Premises at the beginning of the Term, or (iv) Tenant abandons the Premises, or (v) any information provided by Tenant (including, without limitation, information in Tenant's Lease application) is false or materially incorrect, then an "Event of Default" shall be deemed to have occurred.

(f) Notwithstanding the foregoing, if Tenant is accused of committing a felony or a violent misdemeanor, or if illegal drugs or weapons are found in the Premises, or if Tenant commits an act of violence in the Premises, then (i) immediately upon notice from Landlord, an Event of Default shall be deemed to have occurred, and (ii) in addition to all Landlord's other rights and remedies with respect to such Event of Default, Tenant shall vacate the Premises within fourteen (14) days after notice from Landlord.

(g) RELOCATION. Landlord reserves the right, upon five (5) days' written notice: (a) to require Tenant to change Bedrooms within the Premises, and (b) to relocate Tenant to another Premises at the Facility. If Tenant requests to be relocated, then Tenant shall pay Landlord a Transfer Fee of \$250.00. In no event shall Landlord be obliged to relocate Tenant at Tenant's request. Tenant is aware that there may be problems or disagreements arising solely out of the personality, style of living, etc. among Tenant and other tenants of the Premises. Tenant agrees that such problems are not the responsibility of the Landlord. Tenant also understands that Landlord has not and is not responsible for investigating the personal background of tenants.

(h) SECURITY. Tenant acknowledges that Landlord and its Agents have taken reasonable measures concerning the safety of the Facility and the Premises to allow Tenant to protect himself or herself and his or her existing property. Tenant agrees to immediately notify Landlord or Agent of any safety or security issues that affect the Facility and the Premises.

(i) CONTRACTUAL LIEN AND PROPERTY LEFT IN UNIT: (a) To secure payment of delinquent Rent, Tenant hereby grants Landlord a contractual lien on all property in the Unit or within any storage unit (unless exempt under Section 54.042 of the Texas Property Code). If Rent is delinquent, Landlord's representative may peacefully enter the Unit and seize, remove and/or store all property subject to the lien. Written notice of entry shall be left afterwards in the Unit in a conspicuous place, along with a list of items removed. The notice shall state the amount of delinquent Rent and the name, address, and phone number of the person to contact about the amount owed. The notice shall also state that the property will be promptly returned when the delinquent Rent is fully paid. All property in the Unit is presumed to be Tenant's unless proven otherwise.

(i) If Landlord has seized and stored property it is intended that Landlord's remedies shall be as broad as permitted by Prevailing Law, including, without limitation, terminating of Tenant's right to possession, termination of this Lease and statutory lockout under Section 92.0081 of the Property Code. Under a contractual lien for Rent as authorized by the Texas Property Code, Tenant may redeem the property by paying all delinquent Rent due at the time of seizure. But if notice of sale has been given before Tenant seeks redemption, Tenant may redeem only by paying the delinquent Rent and reasonable charges for packing, removing, and storing. Landlord may return redeemed property at the place of storage, the management office, or the Unit (at Landlord's option). Landlord may require payment by cash, money order, or certified check.

(ii) After Tenant has surrendered or abandoned the Unit or been judicially evicted from the Unit, Landlord or applicable law officers may remove or store all property remaining in the Unit or in common areas (including any vehicles Tenant or any occupant or guest owns or uses). Landlord may, but has no duty to store property removed after judicial eviction, surrender, or abandonment of the Unit. Landlord shall not be liable for casualty loss, damage, or theft except for property removed under a contractual lien. Tenant agrees to pay reasonable charges for Landlord's packing, removing, storing, and

selling any property. If Landlord has removed and stored property after surrender, abandonment, or judicial eviction, Tenant may redeem by paying all sums Tenant owes, including Rent, late charges, reletting charges, storage, damages, etc.

(iii) Except for animals and property removed after the death of a sole resident, Landlord may dispose of or give to a charitable organization all items of personal property that are: (1) left in the Unit after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or a humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified (return receipt requested) to Tenant's last known address. The notice must itemize the amounts Tenant owes and the name, address, and phone number of the person to contact about the sale, the amount owed, and Tenant's right to redeem the property. Sale may be public or private, is subject to any third party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item by item. Proceeds exceeding sums owed shall be mailed to Tenant at Tenant's last known address within 30 days after sale.

6. RULES AND REGULATIONS AND TERMS OF USE. The Community Rules and Regulations ("Community Rules") and Terms of Use attached hereto are hereby incorporated into and made a part of this Lease as if set forth in full herein.

7. INCORPORATION OF TERMS AND CONDITIONS; INCONSISTENCY. The Terms and Conditions attached hereto are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between this Lease and the Terms and Conditions, the provisions of this Lease shall control, and all other provisions of the Terms and Conditions will remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Terms and Conditions.

8. BINDING EFFECT. This Lease shall be binding upon, and shall inure to the benefit of Landlord and its successors and assigns. This Lease represents the complete understandings between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, promises, statements or amendments, either oral or written, among the parties hereto as to the subject matter hereof. This Lease may only be amended by a written instrument executed by both Landlord and Tenant.

9. COUNTERPARTS. This Lease may be executed by the parties hereto in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and a facsimile copy shall be deemed to be as sufficient as an original for all purposes.

10. ADDITIONAL DOCUMENTS. In addition to this Lease, Tenant agrees and acknowledges that Tenant is also bound by the Terms and Conditions attached herewith as well as the Community Rules and Regulations.

11. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the state in which the Facility is located. Venue for any action arising out of this Lease shall be brought solely and exclusively in a court of competent jurisdiction in the county in which the Facility is located.

12. DISCLOSURES. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal or state guidelines have been found in buildings in the State in which the Apartments are located. Additional information regarding radon testing may be

obtained from the local county health unit. Landlord is an equal opportunity housing provider and complies with all federal, state and local fair housing laws and regulations. Landlord does not discriminate in any way based upon race, color, creed, religion, sex, national origin, elderliness, familial status or handicap. Tenant acknowledges and agrees that, if a third party requests information on Tenant or Tenant's rental history for law-enforcement, governmental or business purposes, Landlord may provide it. Landlord may request information from any utility provider about pending or actual connections or disconnections of utility service to the Unit.

Tenant is hereby informed of the availability of the remedies set forth in Section 92.056 and Section 92.0561 of the Texas Property Code (relating generally to Landlord liability, Tenant remedies, notice and time for repair, and Tenant repair and deduct remedies) (copies of which statutes have been furnished to Tenant prior to or contemporaneously with the execution of this Lease).

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year first above written.

LANDLORD:

Property «sitename»

By: _____

«sitepropertymanager», by its Agent
Landmark Properties, Inc.Date: «systemdate»**TENANT:**

Signature: _____

Name Printed: «residentname»

Cottage Number: «unitnumber»

Date: «systemdate»