

ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT

3007 Fallscreek Court, Pearland, TX 77584

THIS ADDENDUM IS A DISCLOSURE OF LANDLORDS' KNOWLEDGE AS OF THE DATE SIGNED BY THE LANDLORD. IT IS NOT A WARRANTY OF ANY KIND NOR A PREDICTION OF FUTURE EVENTS BY LANDLORD, LANDLORD'S AGENTS, OR ANY OTHER AGENT.

- A. 100-YEAR FLOODPLAIN. Landlord ☑ is or □ is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- B. DAMAGE TO A DWELLING DUE TO FLOODING DURING THE LAST FIVE-YEAR PERIOD. Landlord ☐ is or ☑ is not aware that the dwelling you are renting has flooded at least once within the last five years.

*For purposes of this notice:

"100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.). A landlord is not required to disclose on the notice that the landlord is aware that a dwelling is located in a 100-year floodplain if the elevation of the dwelling is raised above the 100-year floodplain flood levels in accordance with federal regulations.

"Flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall.

The undersigned Tenant acknowledges receipt of the foregoing notice.

Dejan Milosevic	dotloop verified 01/30/24 12:11 AM CET MTTR-MVTZ-C4AH-WFKV		
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TXR-2015) 1-01-22			Page 1

Wyatt Realty Group Inc 4747 E NASA Pkwy A

TEXAS REALTORS

POOL/SPA MAINTENANCE ADDENDUM

For use in the lease of single family residences only.

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3007 Fallscreek Court, Pearland, TX 77584

- A. MAINTENANCE: Tenant will: (i) maintain proper water heights in the pool and spa at all times; (ii) empty and clean skimmers and pool sweeps at least once a week and more often if necessary; (iii) properly operate the pool equipment; and (iv) take necessary precautions to prevent the freezing of pipes, pool equipment, and pool water. Other maintenance, including periodic vacuuming, the application of appropriate chemicals, and equipment maintenance, will be performed as follows.
- (1) Landlord, at Landlord's expense, is responsible for the other maintenance. Tenant will permit Landlord and Landlord's contractors reasonable access to the pool and spa and will remove, at appropriate times, any pet in the yard in which the pool or spa is located.
- (2) Tenant, at Tenant's expense, is responsible for the other maintenance.
- (3) Tenant will maintain in effect a regularly scheduled pool/spa maintenance contract with: ☐a contractor who regularly provides such service; ☐
- (4)
- **B. ENCLOSURES:** Tenant will keep all pool enclosures and yard gates in good operable condition and closed at all times.
- **C. USE:** Tenant must take reasonable action to: (i) prohibit children from using the pool or spa or accessing the pool or spa area without an adult present; (ii) prohibit persons under the influence of drugs or alcohol from using the pool or spa; (iii) prohibit any glass containers or objects in or near the pool or spa; and (iv) prohibit any diving in the pool or spa.

D. RISK OF LOSS AND INSURANCE:

- (1) Tenant assumes all risk when Tenant or Tenant's guests use the pool or spa. Landlord and Landlord's agent are not liable for use of the pool or spa by Tenant or Tenant's guests.
- (2) At all times the lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect a public liability insurance policy in amount not less than \$300,000.00 on an occurrence basis for losses related to the Property and pool and spa. Upon request, Tenant must provide Landlord a copy of an insurance certificate evidencing the required coverage. If Tenant fails to maintain the required insurance at all times the lease is in effect, Landlord may, in addition to Landlord's remedies under the lease, purchase insurance that will provide Landlord with the required level of coverage and Tenant must immediately reimburse Landlord for such expense.

Dejan Milosevic	dotloop verified 01/30/24 12:11 AM CET BVMJ-OUVP-F0TE-02TB		
Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date
Or signed for Landlord under written property ma	anagement		
agreement or power of attorney:		Tenant	Date
By:			
Printed Name:		Tenant	Date
Firm Name:			

Landlord's Rules & Regulations

Address: 3007 Fallscreek Ct., Pearland, TX 77584 Date: 01/29/2024

- Property keys will be available for pick up once Tenant has paid 1st month's rent, shown proof of utilities transferred into their name and Renter's Insurance, if applicable.
- Tenant understands that the Landlord's Homeowners Insurance Policy does not cover personal property for any reason. It is recommended that Tenant obtain Renter's Insurance to cover their possessions.
- If security alarm is placed in home alarm code & password must be shared with the Landlord; if it is not shared and police are dispatched, Tenant will incur that expense.
- In the event that mail is delivered to the property address for the Landlord, please contact them immediately so they may pick it up.
- Tenant will be diligent in maintaining HOA standards at all times. HOA violations will incur a trip charge to confirm that violation has been remedied; if not remedied in 2 days a contractor will be dispatched at Tenants expense. Tenant will be responsible if any HOA fines are charged due to Tenant's negligence. A \$75.00 fine will be assessed if Tenant receives 3 HOA violations for the same offense within a 6-month period.
- Tenant may not re-key the property without permission. In the event the home needs to be re-keyed for security purposes, Tenant must provide a copy of the key to the Landlord. Tenant will not be reimbursed for any re-key service. Tenant is also not allowed to put an exterior lock on any gate without providing a copy of the key to the Landlord. If a key is not provided, the lock will be removed and a fine of \$75 charged to Tenant.
- Tenant will return property to Landlord in same "made ready" condition as when moved in; to include but not limited to professional carpet cleaning with receipt and mowed/trimmed yard, groomed beds. The Tenant will need to have the home professionally cleaned and show receipts.
- Tenant will incur a Trip charge if property is inaccessible to Contractor/Vendor or an appointment is canceled without sufficient notice.

Maintenance:

- Tenant will maintain adequate pest control, change AC filters, lightbulbs, batteries as needed while occupying property. Heating and Air Conditioning (HVAC) filters must be changed, including attic air filters. If repair is needed on the HVAC and it is determined that dirty filters were the cause, the entire cost of repair/service will be at Tenant's expense.
- Tenant will maintain water softener system with adequate salt level, if applicable; and utilize and maintain underground sprinkler system, if applicable.
- Tenant must re-test smoke detectors and carbon monoxide detectors, if applicable, regularly and replace batteries as needed in ALL rooms.
- Tenant is responsible for winterizing the property, i.e. wrapping exterior pipes, reasonably adjusting the thermostat, etc. Freeze damage to the property during the residency will be repaired by the Property Managers contractor at tenant's expense.

Repairs:

- Tenant is responsible for <u>the first \$75 towards any needed repairs</u> outside the parameters of Landlord Required Repairs as described in Lease Paragraph 18.D.(1) <u>If a Home Warranty vendor is dispatched the service fee will be collected by that vendor at that moment from the Tenant before repairs are made.</u>
- Tenant is not allowed to make any repairs or improvements to the interior and/or exterior of the property without permission. If illegal repairs are made, no reimbursements will be given.

Tenant:	Tenant:
Tenant:	Tenant:
Landlord: <i>Dejan Milosevic</i>	dotloop verified 01/30/24 12:11 AM CET YTEM-TJF3-4UZB-XSFL Landlord:





C: 972-979-3587 Email: Marnie@Wyattsoldit.com

Pursuant to Property Code Section 92.3515, these Tenant Selection Criteria are being provided.

Landlord's Selection Criteria:

- Gross Monthly Income must be 3 times the rental amount and verified by pay stubs/bank statements.
- Good two-year **Employment History** verified by current/past employer.
- Good two-year Rental History verified by current/past landlord.
- Good Rental Credit Score (<u>no lower than</u>600 verified by www.Mysmartmove.com
- **Criminal History** will be verified.
- Proof of **Renter's Insurance**.
- Noismoking in the home.
- ******Landlord's Rules & Regulations to be attached to Lease.
- No evidence of Bed Bug presence and ******Bed Bug Addendum to be attached to Lease

GROUNDS FOR DENIAL MAY RESULT FROM THE FOLLOWING ON ALL APPLICANTS:

- Invalid Social Security number, Invalid Driver's License, or false information on Application.
- Insufficient Income and/or Negative Employment History.
- Negative Rental History including: eviction, late payments, returned/bounced checks, balance owed to Landlord, Lease violations, Landlord complaints, property damage.
- Negative Rental Credit Score including repossession, eviction, foreclosure.
- Criminal History including felonies, sex offenders, terrorist activity.

Prospective Applicants who do not meet the selection criteria may be approved with additional security deposit or with an approved Guarantor

In order to facilitate the Application Submittal and Approval Process involving multiple Lease Applicants, the following will be applied:

- All Applicants will be notified of a multiple application situation.
- All Complete Applications with Fee will be processed by www.Mysmartmove.com
- Landlord will be provided all processed applications for review.
- A processed application that is reviewed by Landlord is **NOT** subject to refund.
- The decision of accepted Lease Applicant is made solely by the Landlord.

Applicant:	Applicant:
Applicant:	Applicant: