

# RESIDENTIAL LEASE

1. PARTIES. This lease is between \_\_\_\_\_ as LESSEE, (hereinafter referred to as RESIDENT) and \_\_\_\_\_ as LESSOR., (hereinafter referred to as OWNER) acting through Owner's duly authorized and appointed Agent, PILGRIM MANAGEMENT COMPANY. The term "Resident" refers to all of the above named Lessees and any other parties residing in the leased premises unless otherwise indicated.

2. PROPERTY MANAGEMENT AGENT. The Owner has appointed Pilgrim Management Company to act as Agent for purposes of renting, leasing and managing the leased premises. In each reference to "Owner" in this lease, Owner's agent may be substituted. Resident is to direct all questions, requests for maintenance or repair and correspondence pertaining to the leased premises to Pilgrim Management Company.

3. LEASED PREMISES. Owner hereby leases to Resident and Resident hereby leases from Owner, that certain property with the improvements thereon, hereafter called the "leased premises" located at (mailing address) \_\_\_\_\_, Georgetown, Williamson County, Texas, or as described on an attached exhibit; for use as a private residence only.

4. LEASE TERM. The term of this lease shall commence on the \_\_\_\_ day of \_\_\_\_\_ 200\_\_ and end on the \_\_\_\_ day of \_\_\_\_\_ 200\_\_. *This lease will be automatically renewed on a month-to-month basis unless written notice of termination is given by either party at least thirty (30) days before the end of the above lease term or any renewal or extension period, either written or automatic, or unless another lease is signed by both parties. Notice by Resident of intent not to renew this lease shall also serve as notice of intent to vacate on the ending date of this lease or any renewal or extension period. When renewed on a month-to-month basis, and until another lease for a specific period is signed by both parties, either party may terminate the month-to-month lease extension by giving to the other party thirty (30) days written notice and, the rental rate for the leased premises shall increase to one hundred fifty percent (150%) of the rate noted in this lease during any automatic renewal or extension period.* If occupancy of the leased premises is delayed because of construction or prior Resident holding over, Owner shall not be liable to Resident for such delay, and the lease shall remain in force subject to the following conditions: (i) rentals shall be abated on a daily basis during the delay, and (ii) Resident may terminate by giving written notice to Owner no later than the third (3rd) day of delay, whereupon Resident shall be entitled only to refund of Deposit(s) and any rentals paid. Such conditions shall not apply to cleaning and repair delays, which do not prevent occupancy.

5. MOVE OUT NOTICE. **At least thirty (30) days written notice of intent not to renew this lease and intent to vacate must be given to Owner prior to move-out at the end of the above lease term or any renewal or extension period. VERBAL NOTICE IS INSUFFICIENT UNDER ANY CIRCUMSTANCES.** In the event of automatic renewal or extension, the lease term shall extend to and the rent shall be paid through the last day of the month following the expiration of the thirty (30) day notice period; in other words, the last month's rent must be for a full calendar month without any prorations. Failure to give the thirty (30) day written notice of intent not to renew the lease and intent to vacate or failure to complete the lease term will subject Resident to liability for further rentals, cost of reletting charge in an amount equal to one hundred percent (100%) of one full month's rent and other charges and damages to which Owner is entitled.

6. RENT. Resident agrees to and shall pay Owner at **Post Office Box 38, Georgetown, Texas 78627-0038** (if by mail) or at 624 S. Austin Avenue, Suite 240 (Bank of America Building), Georgetown, Texas (if in person), both addresses being in Williamson County, Texas, or at such other place Owner or Agent shall designate from time to time in writing, as rent for the leased premises, the **total sum of \$\_\_\_\_\_** payable in advance and without demand in equal **monthly payments of \$\_\_\_\_.00** on or before the first (1st) day of each month, commencing on the \_\_\_\_ (\_\_\_\_) day of \_\_\_\_\_, 200\_\_ and continuing thereafter until the total sum shall be paid. The prorated rent from the date of move-in to the first day of the following month is \$\_\_\_\_\_. If any rental payment is not paid in full on or before the fifth (5th) day of the month, Resident agrees to pay a late charge of twenty-five and No/100 Dollars (\$25.00), plus an additional late charge of Five and No/100 Dollars (\$5.00) per day thereafter until the rental payment plus the late charges are paid in full. Resident agrees to pay a twenty-five and No/100 Dollars (\$25.00) charge for each returned check, plus initial and daily late charges from the late charge date until acceptable payment is received by Owner. Penalties for violating the pet restrictions of this lease, particularly Paragraph 23, shall be Ten and No/100 Dollars (\$10.00) per day.

Resident's right to possession and Owner's obligations are expressly contingent upon the prompt payment of rent and the use of the leased premises by Resident is obtained only on the condition that rent is paid in full on time. Owner may require that all monthly payments be paid in one monthly check rather than multiple checks. *All monies received by Owner shall be applied first to non-rent obligations of the Resident, including late charges, charges for returned checks, repair expenses that are the Resident's obligation, pet penalties or other lawful expenses, if any, then to rent, regardless of notations on the check.* Owner may at any time require that all rent and other sums be paid in cash, cashier's check, certified check or money order.

7. SECURITY DEPOSIT. Resident agrees to pay to Owner on or before the date that occupancy is scheduled to begin the sum of \$ \_\_\_\_\_ as a security deposit (Deposit), for the faithful performance of the terms and conditions of this lease by Resident. This Deposit shall not be construed as rent, and any attempt by Resident to withhold payment of all or any portion of the rent due on the grounds that Deposit serves as security for unpaid rent is a violation of State Law (V.T.C.A. Property Code, Section 92.108) and may subject Resident to damages equal to three (3) times the amount of rent withheld. Refunds of the Deposit shall be mailed to Resident at the forwarding address which must be provided by Resident at or prior to move-out and such refunds shall be made in accordance with the terms of this lease. **At least thirty (30) days written notice of intent to vacate the premises must be given to Owner for a refund of Deposit.**

8. DEPOSIT DEDUCTIONS. There shall be deducted from the Deposit appropriate charges for (i) unpaid rent including late charges; (ii) unpaid utilities (including the cost of utilities required for cleaning after Resident vacates); (iii) cleaning, damages and required repairs to the leased premises or its contents beyond reasonable wear and tear; (iv) replacing unreturned keys and/or change of locks; (v) cost of removing unauthorized locks; (vi) removing and storing abandoned property; (vii) removing abandoned or illegally parked vehicles or vehicles parked in violation of the terms of this lease; (viii) cost of pest control, if required; (ix) trips to admit telephone or TV cable representatives for removal of Resident's service; (x) stickers, scratches, burns, stains, or holes, etc., in walls, doors, floors, draperies, carpets, and/or furniture, fixtures and appliances; (xi) insufficient light bulbs; (xii) agreed costs of re-letting; (xiii) attorney's fees and court costs incurred in any eviction proceeding against Resident; and (xiv) other charges provided for herein or agreed to by the parties hereto. Deposit will be first applied to non-rent items, including late charges, charges for returned checks, and pet penalties, or any other lawful sums due, if any, then to unpaid rent. Any balance of the Deposit shall be refunded to Resident by mail within thirty (30) days of the date Resident surrenders the leased premises (and all keys) and delivers Resident's forwarding address to Owner in writing in accordance with State Law. Owner shall provide Resident with a written report of any deductions. If deductions exceed the Deposit, Resident agrees to pay Owner the balance due within ten (10) days of written notice to Resident by Owner.

9. UTILITIES. Resident shall pay for electricity, gas, water, wastewater, garbage collection, cable TV service, telephone and any other utility services for the leased premises unless otherwise indicated in Paragraph 34 below. In the event that any utilities are provided by Owner, Resident agrees that such utilities shall be used only for normal household purposes and not wasted. In addition, Owner shall not be required to continue to provide any utility services to the leased premises if Resident fails to make rental payments in accordance with the terms of this lease and Resident waives any action against Owner for discontinuance of such utility due to Resident's non-payment of rent.

10. USE OF LEASED PREMISES. The leased premises shall be used as a private dwelling for a single family only, with the total number of adults and children residing therein not to exceed \_\_\_\_\_. Resident shall not permit the leased premises or any part thereof to be used for (i) the conduct of any offensive, noisy, or dangerous activity; (ii) repair of any vehicle; (iii) the conduct of any business of any type, including child care; (iv) the conduct of any activity which violates any applicable deed, homeowner's or subdivision restrictions or municipal ordinance, state or federal statute; (v) any purposes or in any manner which will obstruct, interfere with, or infringe on the rights of other persons near the leased premises. Resident shall not permit more than \_\_\_ vehicle\_ (including, but not limited to, automobiles, trucks, recreational vehicles, trailers, motorcycles and boats) on the leased premises unless authorized by Owner in writing. **No vehicle of any type whatsoever shall ever be permitted to park on lawn or grass areas.** Non-operative vehicles shall not be stored on the leased premises or on any street which adjoins the leased premises. Any of resident's vehicles which are deemed inoperable, improperly parked or illegally parked may be towed by Owner at Resident's expense. The leased premises which are reserved for Resident's private use shall be kept clean and sanitary by Resident. Garbage shall be disposed of only in appropriate receptacles. Resident shall be liable to Owner for damages caused by Resident, Resident's guests or occupants, Resident's agents, employees or invitees and Resident hereby releases Owner from liability for any accident or injury suffered by any of the above persons as further notified in Paragraph 12. Guests may not stay in the leased

premises longer than thirty (30) consecutive days without Owner's written permission. If Owner provides written Rules and Regulations, they are hereby made a part of this lease and violation of the Rules and Regulations (if any) by Resident, Resident's guests or other occupants of the leased premises shall be deemed a violation of this lease.

11. RESPONSIBILITY FOR CONDITION OF LEASED PREMISES. *Resident has thoroughly inspected and accepts the leased premises "as is" except for conditions materially affecting the health or safety of ordinary persons, and Owner has made no implied warranties as to the condition of the leased premises and no agreements have been made regarding future repairs unless specified in this lease.* A Move-In Inventory and Condition Form will be provided to Resident on or before move-in. Within forty-eight (48) hours after move-in, Resident shall note any defects or damages to the leased premises on the form and deliver or mail said form to Owner; otherwise, the leased premises shall be deemed to be in clean and good condition. Owner has provided locks and smoke detectors as required by law. Resident has inspected the existing locks and latches and agrees that they are safe and acceptable, subject to Owner's duty to make needed repairs of same upon written request by Resident. Any additional locks or smoke detectors desired by Resident may be installed at Resident's expense only after written approval by Owner. When installed, any additional locks, smoke detectors and/or other items shall become the property of the Owner. Resident shall use reasonable diligence in the care of the leased premises and shall be responsible for (i) any cost of plumbing stoppages, washers and seats on faucets or other minor plumbing repairs; (ii) damages due to plumbing stoppages; (iii) supplying and changing heating and air conditioning filters at monthly intervals; (iv) prompt removal of trash from the leased premises; (v) maintaining the yard including any trees and shrubbery (to include adequate watering); (vi) supplying and replacing light bulbs and batteries for smoke detectors; (vii) eliminating any condition that may be dangerous to health and safety; (viii) damages to doors, windows, screens or other items not caused by negligence of Owner; (ix) cost of pest control except for wood destroying insects; (x) taking precautions to preclude broken water pipes due to freezing; (xi) lost or misplaced keys; and (xii) damages resulting from Resident's failure to promptly notify Owner of needed repairs. RESIDENT SHALL NOT (i) make any repairs or alterations to the leased premises without written permission from Owner; (ii) remove any part of the leased premises or Owner's property for any purpose; (iii) remove, change, add or re-key any lock without permission of Owner (such permission, if granted, shall require that Resident provide a key to any additional or re-keyed lock to Owner); (iv) make holes in woodwork, floors or walls except that a reasonable number of small nails may be used to hang pictures in sheetrock walls and grooves of paneling; (v) permit any water furniture in the leased premises without written permission of Owner; (vi) install new or additional telephone or TV cable outlets without permission of Owner; (vii) replace, remove or shampoo carpet, paint, wallpaper or window coverings without written permission of Owner. Resident agrees to surrender the leased premises at the end of the term of this lease and any extension or renewal thereof in the same conditions as when received, reasonable wear and tear excepted. *Reasonable wear and tear means wear which occurs without negligence, carelessness, accident or abuse.*

12. LIABILITY. Owner shall not be liable to Resident, Resident's guests or occupants, Resident's agent, invitees, employees or any other persons for any damages, injuries or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the leased premises, or other occurrences unless such damage or injury is caused by the gross negligence of Owner. Resident agrees to notify Owner immediately of any dangerous or potentially dangerous conditions on or about the leased premises. *Owner strongly recommends that Resident secure his own insurance coverage for protection against casualties and losses.* If Owner or Owner's agents or employees are requested to render services not contemplated in this lease, Resident agrees to hold harmless Owner and Owner's agent from all liability in connection with such services.

13. OWNER'S RESPONSIBILITY FOR REPAIRS. All requests by Resident for maintenance or repairs to be made must be directed to Owner's Agent between the hours of 8:30 A.M. and 5:00 P.M. Monday through Friday (holidays excepted) except those caused by fire, interruption of utilities or such other emergency. Owner may require that requests for repairs be in writing. OWNER'S DEFINITION OF EMERGENCIES: *Problems that the Owner is liable for and which materially affect the health or safety of ordinary persons. An emergency is NOT a condition that merely causes inconvenience or discomfort to a Resident.* Owner shall have the right to temporarily discontinue utilities and the use of any fixtures or appliances by Resident in order to perform repairs or maintenance or to avoid damage to the leased premises. Owner shall act with due diligence but shall not be obligated to make repairs on other than a normal business day except in the event of an emergency. No deductions shall be allowed in the rent during reasonable periods of repair to the leased premises and this lease shall remain in full force. If, in the opinion of the Owner, the leased premises is substantially damaged by fire or other casualty, Owner may terminate this lease upon reasonable notice to Resident. In this event, the

rent shall be prorated to the date of the casualty and Deposit refunded, less lawful deductions.

14. MECHANIC'S LIENS AND REMOVAL OF IMPROVEMENTS. LESSEE shall permit no mechanic's liens or liens of any kind to be filed against the improvements, except with the express written consent of LESSOR. LESSEE shall not remove any improvements which are attached or made a fixture upon the "leased premises" and, upon termination of this lease, title to all such improvements shall vest fully and irrevocably in LESSOR as additional consideration for this lease. In the alternative, LESSOR may, at LESSOR'S sole option, require LESSEE to remove any and all such improvements and fixtures and restore the "leased premises" to substantially the same condition as on the date of LESSEE'S initial possession of the "leased premises." Should this lease be terminated by reason of LESSEE'S default or by reason of the termination of LESSEE'S right of possession, title to improvements attached to or made a fixture upon the "leased premises" shall immediately vest in LESSOR upon the date of such termination, and LESSEE agrees to surrender said improvements to LESSOR in the same condition as on the date of LESSEE'S initial possession of the building, normal wear and tear excepted.

15. REIMBURSEMENT. Resident shall promptly reimburse Owner for any loss, property damage or cost of repairs or service to the leased premises caused by negligence or by improper use by Resident, Resident's guests or other occupants, Resident's agents, invitees, employees or any other persons unless repairs have been properly made by Resident pursuant to requirements or permissions set forth in this lease. *Such reimbursement is due when Owner makes demand.* Owner's failure or delay in demanding damage reimbursement, late payment charges, returned check charges or other sums due by Resident shall not be deemed a waiver and Owner may require payment of same at any time, including deductions from Deposit. Owner may require advance payment of repairs for which Resident is liable.

16. OWNER'S ACCESS. Owner or other persons specifically authorized by Owner may enter the leased premises by reasonable means at reasonable times without notice to (i) inspect the leased premises; (ii) make repairs; (iii) show the leased premises to prospective tenants or purchasers, governmental inspectors, fire marshals, lenders, appraisers, insurance agents, or others; or (iv) exercise a contractual or statutory lien.

17. DEFAULT BY RESIDENT. If Resident fails to pay rent or other lawful charges when due or if Resident fails to reimburse Owner for damages, repairs or other costs when due as provided in this lease, or if Resident abandons the leased premises, or if Resident's guests or other occupants or Resident's agents, invitees, employees or others violate this lease or Owner's Rules and Regulations (if any) or applicable state or local laws, Owner may terminate Resident's right of occupancy by giving Resident three (3) days written notice to vacate. Notice may be by mail or personal delivery to Resident or left in a conspicuous place inside the leased premises. *SUCH TERMINATION DOES NOT RELEASE RESIDENT FROM LIABILITY FOR FUTURE RENTALS. OWNER'S ACCEPTANCE OF RENT OR OTHER SUMS DUE AFTER OWNER GIVES RESIDENT NOTICE TO VACATE OR AFTER OWNER FILES EVICTION SUIT SHALL NOT DIMINISH OWNER'S RIGHT OF EVICTION AND SHALL NOT WAIVE OWNER'S RIGHT OF PROPERTY DAMAGE, PAST OR FUTURE RENT, OR OTHER SUMS DUE.* If Owner prevails in any suit for eviction, unpaid rentals, charges or damages, Resident shall be liable for Owner's administrative costs, court costs and reasonable attorney's fees and all amounts shall bear interest at the rate of ten percent (10%) per annum from due date until fully paid. If Resident's rent is delinquent, Owner shall not be obligated to continue utilities, which are furnished and paid for by Owner. *Owner may report unpaid rentals or unpaid damages to the local credit bureau for permanent recordation in Resident's credit record.*

18. DEFAULT BY OWNER. Owner agrees to act with due diligence to make all reasonable repairs required of Owner under this lease, subject to Resident's obligation to pay for damages caused by Resident, Residents guests, other occupants or Resident's agents, employees, invitees or other persons. If Owner violates the foregoing, Resident may terminate this lease only when the following procedures are followed: (a) Resident shall make a written request for repair or remedy of a condition for which Owner is responsible and all rents must be current at such time; (b) after receipt of such request, Owner shall have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor and utilities; (c) if such reasonable time has lapsed and if Owner has not made a diligent effort to repair, Resident shall then give Owner written notice of intent to terminate the lease unless the repair is made within seven (7) days; and (d) if repair has not been made within such seven (7) day period, Resident may terminate this lease. Then the Deposit and prorated rent will be refunded as required by law, less lawful deductions.

19. ACCELERATION. If, in violation hereof, Resident or Resident's agent gives notice of intent to move out prior to the end of the lease term or renewal or extension period, or if Resident moves out or removes property from the leased

premises in contemplation of moving there from prior to the end of the lease term or renewal or extension period, or if Resident is evicted by court order, *THEN ALL MONTHLY RENTALS WHICH ARE PAYABLE DURING THE REMAINDER OF THE LEASE TERM OR RENEWAL OR EXTENSION PERIOD SHALL BE ACCELERATED WITHOUT NOTICE OR DEMAND AND SHALL BE IMMEDIATELY DUE AND PAYABLE.* Such right of acceleration is in lieu of having rentals for the entire lease term payable at the beginning of the lease.

20. RELETTING BY OWNER. Should Resident vacate the leased premises without rent being paid in full for the entire lease term or renewal or extension period, Owner shall use diligence to relet and Resident shall be charged for costs of re-letting regardless of whether or not re-letting attempts are successful. It is to the mutual benefit of both Resident and Owner to stipulate in advance the costs of re-letting because it is difficult to evaluate such costs as inconvenience, paper work, prorated advertising, showing leased premises, air conditioning and utilities for showing, checking prospective new tenants, administrative and office overhead, and locator service fees (all of which may vary greatly). Therefore, it is agreed that costs of re-letting shall be a liquidated sum as stipulated in Paragraph 5, regardless of whether the actual costs are greater or lesser. This amount shall be in addition to past due rentals, future rentals and/or charges for cleaning, repairing, repainting or other sums due under this lease and the foregoing shall not waive or diminish Owner's right to recover such additional amounts. All subsequent rentals received shall be credited against Resident's liability for future rentals. Owner may, at Owner's sole option, agree to release Resident for future rental payments upon successful re-letting of the leased premises.

21. HOLDOVER. If Resident fails to vacate on or before the required move-out date (i.e., the end of the lease term or renewal or extension period after proper move-out or vacate notice has been given pursuant to Paragraph 4, or a different move-out date agreed to in writing by the parties), Resident shall be liable to pay rent for the holdover period and to indemnify Owner and/or prospective Tenants for damages (including lost rentals, lodging expenses, movers charges and attorney's fees); and at Owner's option, Owner may extend the lease term for up to one month from the date move-out was agreed to have taken place by delivering written notice to Resident or to the leased premises while Resident is still holding over. Rent for any holdover period shall be immediately due and payable on a daily basis without notice or demand and, if unpaid on such basis, shall be delinquent.

22. CONTRACTUAL LIEN. *To secure payment of delinquent rent and all other sums due and unpaid under this lease, all personal property on the leased premises (except property exempt by statute) is hereby subjected to a contractual landlord lien. In order to exercise contractual lien rights, Owner may peacefully enter the leased premises (and any storage facilities) and remove and store all property therein, except property exempt by statute; provided, however, Resident must be present or written notice of entry must be left afterward.* If Resident has abandoned the leased premises, or has been evicted by judicial process, Owner or law officers may peaceably enter, remove and store all property still remaining in or on the leased premises. Resident's absence from the leased premises for five (5) consecutive days or the termination of utility services (whether voluntarily or involuntarily) while all or any portion of the rent is delinquent shall be deemed an abandonment of the leased premises. There shall be no sale or disposition of any of the foregoing property except pursuant to this lease. Owner shall impose reasonable charges for packing and storing of such abandoned or seized property. Owner may sell such property at public or private sale (subject to any recorded chattel mortgage) after thirty (30) days' written notice of time and place of sale is sent certified mail to the Resident at the above leased premises address. *Sale shall be to the highest cash bidder; proceeds shall be first credited to cost of sale and then to the Resident' indebtedness; and surplus, if any, shall be mailed to Resident at the above leased premises address. It is agreed that none of the above procedures shall necessitate prior court hearing or subject Owner to any liability.*

23. CLEANING. The leased premises, including bathrooms, furniture and appliances (if any), must be cleaned thoroughly upon move-out. If Resident fails to clean in accordance with the above, reasonable charges to complete such cleaning shall be deducted from the Deposit, including but not limited to charges for the cost of utilities necessary for cleaning, cleaning carpets, draperies, furniture, appliances, walls, etc. In addition, any yard area must be clean, mowed, trimmed and free of debris and trash.

24. PETS. Resident shall not permit any pet on the leased premises, even temporarily, whether owned by Resident or any other person unless otherwise agreed to by Owner in Paragraph 34. In the event that pets are permitted in Paragraph 34, an additional deposit may be required. The additional amount shall not be considered a separate pet deposit but is meant to be additional security for the increased likelihood of damages that the introduction of a pet on the

leased premises creates. The introduction of a permitted pet on the premises shall automatically result in a requirement that the premises be professionally exterminated and carpets professionally cleaned after Resident vacates. These requirements are meant to comply with public health requirements for the protection of future residents. The cost of these services shall be at Resident's expense (see Paragraph 8). The introduction of any pet onto the leased premises is a material breach of this lease, unless permission is obtained from Owner, in writing.

25. FAILURE TO PAY FIRST MONTH'S RENT. All future rent shall be accelerated and immediately due and payable if Resident fails to pay the first month's rent in a timely fashion as described in Paragraph 6. In such event Owner may terminate Resident's right of occupancy and sue for damages, future rentals, attorney's fees, court costs and other lawful charges.

26. RENT INCREASES. No rent increases or decreases shall be permitted during the initial lease term. In the event Owner and Resident agree to renew this lease, the rental rate may be changed only upon Owner furnishing, at least thirty (30) days prior to the expiration date of the lease or any renewal or extension period, written notice of any change in the rental rate for a new lease period (except that increase for automatic renewal described in Paragraph 4).

27. ASSIGNMENT AND SUBLETTING. Resident shall not assign nor sublet the leased premises. Any assignment or subletting shall be voidable and may, at Owner's option, terminate this lease.

28. SUBORDINATION OF LEASE. This lease and the Resident's leasehold interest and/or right of occupancy under this lease are and shall be subject, subordinate, and inferior to any lien or encumbrance now or hereafter placed on the leased premises by Owner, to all advances made under any such lien or encumbrance, to the interest payable on any such lien or encumbrance, and to any and all renewals and extensions of any such lien or encumbrances.

29. STATUTORY TERMINATION. RESIDENTS may have special statutory rights to terminate the lease early in certain situations involving family violence or military deployment or transfer.

30. SIGNS. During the last thirty (30) days of this lease, or after Resident has provided Notice of Intent Not to Renew Lease and Vacate, a "For Sale" sign and/or a "For Lease" sign may be displayed on the leased premises.

31. TIME OF THE ESSENCE. Time is expressly declared to be of the essence in this lease.

32. NOTICES: Any notice which either party hereto may or is required to give, shall be given by mailing the same, postage prepaid, to Resident at the address of the leased property or to Owner at the place for the payment of rent specified in Paragraph 6 hereof.

33. GENERAL. *No oral agreements have been entered into and this lease shall not be modified unless in writing. This is the entire agreement. IN THE EVENT OF MORE THAN ONE RESIDENT, EACH RESIDENT IS JOINTLY AND SEVERALLY LIABLE FOR EACH PROVISION OF THIS LEASE WHETHER SUCH RESIDENT HAS EXECUTED THIS LEASE OR NOT.* Each of the undersigned states that he or she is of legal age to enter into a binding contract for lodging. All obligations hereunder are to be performed in Williamson County, Texas. In any lawsuit involving contractual or statutory obligations of Owner or Resident and originating in justice court, county or district court, the prevailing party shall be entitled to recover attorney's fees and all other costs of litigation from the non-prevailing party. All amounts in any lawsuit judgment shall bear interest at the rate of ten percent (10%) per annum from due date. *Resident may not withhold rent or offset against rent.* Notice by Owner to one Resident constitutes notice to all Residents. Unless otherwise stated in this lease, all sums owed by Resident are due on demand. Owner's past delay or non-enforcement of acceleration, contractual lien, rental due date or any other right shall not be a waiver thereof under any circumstances. This lease is binding on all subsequent owners of the leased premises (except lien holders described in Paragraph 27). Any clause in this lease, or any written addendum, declared invalid by law should not terminate or invalidate the remainder of this lease. All of Resident's statements in the Application for Rental are material representations relied upon by Owner. Any misrepresentations shall constitute a breach of this lease and Owner may terminate this lease due to such misrepresentations.

34. RELATED DOCUMENTS. Incorporated into this lease are the following documents (if checked):

\_\_\_\_\_Application for Rental

\_\_\_\_\_Lease Addendum

\_\_\_\_\_Move-In Condition & Inventory Form

\_\_\_\_\_Rules and Regulations

\_\_\_\_\_Pet Agreement

35. SPECIAL PROVISIONS.

THIS LEASE and any addendum thereto has been executed in multiple copies, one for the Resident and one or more for the Owner.

THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART OF THE LEASE, SEEK COMPETENT LEGAL ADVICE.

RESIDENT:

\_\_\_\_\_DATE: \_\_\_\_\_

\_\_\_\_\_DATE: \_\_\_\_\_

FOR THE OWNER, by: PILGRIM MANAGEMENT COMPANY

\_\_\_\_\_DATE: \_\_\_\_\_