Rules & Regulations

Addendum to Residential Lease Agreement

MHN Property Management, LLC

7300 Blanco Rd., Ste 202

San Antonio, TX 78216

Phone: (210) 402-9696

www.MHNProperties.com

WELCOME

MHN Property Management, LLC welcomes you as a new resident.

We believe that a good landlord-resident relationship is important to your enjoyment of the home you are renting. Good communication will help make that relationship a good one.

Your home is managed by a professional team dedicated to the satisfaction of our residents and owners.

MHN is an abbreviation used in lieu of the full company name, MHN Property Management, LLC. and is used throughout this Handbook.

This handbook is MHN's way of informing our residents of the vital information they need in order to enjoy their MHN rental experience. It will serve as your guide regarding rental payment instructions, general information, emergency instructions, and more.

The owner of the property has retained MHN as their Property Management Company and representative to manage the property you are renting. We are bound to certain responsibilities by legal contracts with our owners and with our residents. We can best serve our Customers by offering prompt service and will strive to provide you with a pleasant home.

If you have questions or concerns regarding any of the information contained in this documentation, contact our office. MHN is here to help you.

As residents, you also have certain responsibilities, so please familiarize yourself with the rules and regulations contained in this Resident Handbook and the rest of the Lease Agreement.

We wish you a successful and enjoyable tenancy in your new residence.

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General Information

A. Agency Disclosure

In renting to you, we are acting as agent for the owner of the property. This means that we can bind the owner by contract, but it also means that we are bound to act in the owner's best interest at all times. We cannot guarantee that the owner will perform his/her obligation under the lease.

B. MHN Core Values

We are committed that our marketing material, and the information on our web site accurately represent who we are, what we have accomplished, and what we do; no exaggerations.

We will hire only the best staff, consistently train them and work at moving them to the best possible position of service to **MHN** and our customers.

We will always treat customers, vendors and each other with courtesy, respect and professionalism.

We are committed to change — to keep up with the changing marketplace and changing technology without sacrificing the all important priority of great customer service.

We are committed to providing our residents with a clean and safe place to live, regardless of the rent, and put their safety high on our list of priorities.

We will not tolerate unethical behavior by our staff, vendors, residents or property owners.

We will follow the laws (and codes of ethics) that regulate our business.

We will believe in (and spoil) our staff and create a safe (and healthy) work environment that fosters respect and opportunity for personal and professional growth.

We will constantly strive to protect our owners from the liabilities of owning rental properties.

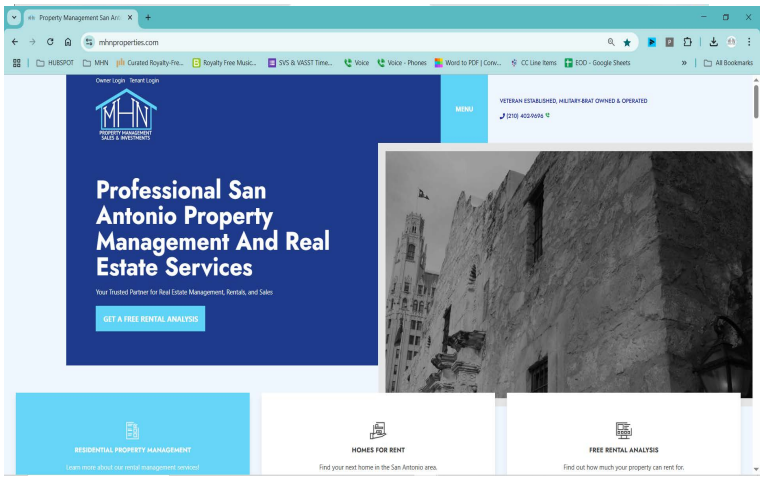
We strive to be leaders in the property management industry in Texas and throughout the nation through the use of the latest technology and training.

C. MHN Commitment

Our mission is to serve... Serve our Investors by helping them acquire properties that perform as expected; our Clients by taking care of their properties as if they were our own; our Residents by providing them with a pleasant rental experience; and our Staff by constantly training them and helping them reach their highest professional potential.

D. Office Hours and Web Site

MHN is open during normal business hours 9:00 a.m. to 5:00 p.m. Tuesdays through Fridays. You can visit our web site at *www.mhnproperties.com* for information and a variety of convenient services.



E. Problem Solvers

If you have a problem that cannot be resolved with property management Staff, please call or email us; Courtney Rosen at *Courtney@mhnproperties.com*. We will be happy to meet with you and address any concern or dilemma you may have.

Moving into The Property

A. Acceptance of Property

By signing the lease agreement, you accepted the property in its present condition (AS IS). No cosmetic repairs will be done after move-in unless specified in writing in the lease agreement.

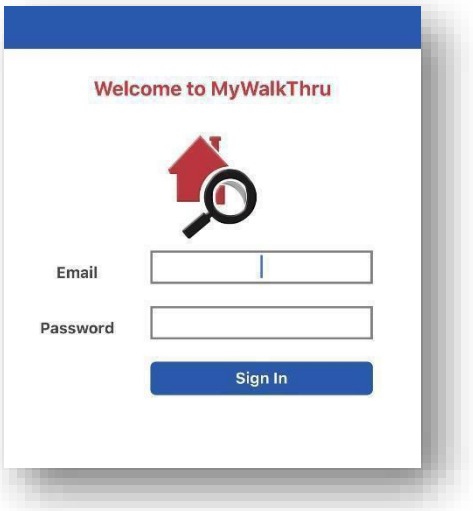
Before a lease will be sent via DocuSign, the Admin fee must be paid and Alternative Security Deposit replacement insurance plan also needs to be established.

Although MHN will rent properties sight unseen, if you are in the area, we highly recommend you visit the property before submitting an application. You can schedule a self-showing at your convenience on our website.

B. Mailbox Keys

You can pick up your mailbox key at the Post Office in your area. Call the US Postal Service at (800) 275-8777 to find out which Post Office branch services your address.

C. MyWalkThru / Move In



Right before your move in orientation, you will be provided with log in information for MyWalkThru. This app allows you to document the condition of the home as you have received it.

By completing the photo-documentation of preexisting conditions (stains, damage, etc.), you are protected from financial responsibility for them. Your photos and descriptions are used in determining charges to you for maintenance and repairs at the conclusion of your lease.

To ensure that you are not charged for any damage that exists when you take possession, it is very important that the list of discrepancies you provide our office is **thorough and detailed**. For instance, if there are window coverings, specify whether they are drapes, curtains, or mini-blinds. Note the presence or absence of doorstops or any item that may have been added by a previous occupant (dog run, curtain rods, bathroom shelving, garage shelving, garden hoses, etc.)

You are responsible for completing and returning the Property Move-in Checklist within five (5) days after the Commencement Date of the lease agreement. If you do not, it will be understood that there are **no** discrepancies.

Resident shall also report any pest problem within five (5) days of possession. Resident's failure to identify any pest infestation within five (5) days shall constitute Resident's agreement that the Premises has no infestation of any kind.

The MyWalkthru is **not** a request for repairs and any defects noted will not be considered for repair simply by returning this document. If needed, **open a work order for required repairs.**

The homeowner is not obligated to make any repair, except for those which could affect the health or safety of an ordinary resident.

Cosmetic repairs will not be considered.

D. Move-in Orientation/ Receiving Keys

You will have either an in person or virtual move in orientation.

The purpose of the move in orientation is to set you up for a successful tenancy. Since our tenants come from all backgrounds and experiences, we want to ensure that all tenants understand how to complete the maintenance items they agreed to by signing the lease.

The move in orientation covers these basic maintenance items in addition to highlighting important details of the lease.

By the time you arrive at the home for your move in orientation, you are expected to have paid your first month's rent (usually prorated) and next months rent if the lease starts after the 20th of the month.

We have created the following forms that could be useful to you in the future. All Resident Forms may be downloaded from the **MHN** website on the Resident's page.

- Tenant Information Sheet
- Rules and Regulations
- 30 Day Notice
- Showing and Move Out Procedures
- Application Screening Criteria

E. Move-in Pictures

We take move-in pictures or video of the property's condition

F. Satellite Dish / Cable Installation

You must check with the HOA before installing a satellite dish if your property is subject to a mandatory Homeowners Association. Many HOAs require you get written permission from them before you install a satellite dish. The satellite dish mush be installed in a manner that complies with the HOA's rules. Any **fines** assessed by the HOA due to the installation of a satellite dish are the responsibility of the resident. **You also need to make a $250 deposit to cover possible damages caused by the removal of the satellite dish and get permission from MHN in writing.**

Location: Your satellite dish or antenna must be installed: (1) inside your dwelling; or (2) in an area outside your dwelling, such as a, patio, back yard, etc. or other area of which you have exclusive use, per your lease. Installation is **not permitted** on any roof, exterior wall, window, windowsill, or fence.

Removal and damages: You must remove the satellite dish, cable, or antenna and all related equipment when you move out of the dwelling. **You must pay** for any damages and for the cost of repair and repainting which may be reasonably necessary to restore the leased premises to the same condition prior to the installation of said equipment.

G. Utilities

As soon as your application is approved, contact your utility companies and have them schedule your utilities to be turned on for the day you take possession of the property. If you fail to make said arrangements, you may be in the property without utilities for a few days before they are turned on. . (Exceptions are some duplexes with a single water meter or some condos where water is paid via the HOA.)

Of course, residents are responsible for the cost of all utility and cable services, unless otherwise specified in your lease

Getting To Know Your Residence

A. If the Power Goes Out

- Check both breaker boxes for switches tripped off and reset them to the 'on' position.
- In the kitchen, bathrooms, patio, or garage check the GFI plug, (Ground Fault Interrupter). Resetting a circuit breaker or GFI will usually restore the electricity to the plug.
- If circuit breakers keep tripping, the circuits are probably beingoverloaded with appliances (microwave, toaster, curling irons, blow dryers,etc.).
- If a vendor is sent to the property to flip a breaker or push a GFCI button,their invoice will be a tenant charge.

B. Location of A/C Filters

At move-in orientation you will be shown the location of the A/C filter, which must be replaced monthly, in accordance with your lease.

As part of your tenant benefits package, you will receive a new HVAC filter monthly for homes with 1 inch filters and every 6 months for home with 5 inch filters. If the filter is located in the attic, when the new filter arrives, please open a work order for a vendor to replace the filter for you. Tenants are not allowed in the attics for safety reasons.

C. Water and Electricity Loss

Residents are required by the lease agreement to know the location and operation of the main water cut-off valve and all electric breaker switches; and how to switch them off, as needed to mitigate any potential damage to the property. These items are shown to you at your move in orientation.

You can purchase a key to operate the water cut-off valve on the water meter at any major hardware store.
Makes sure all occupants of the home know how to locate the following items:

- Main electrical circuit breaker in the event power goes out (usually in the garage).
- Gas shut off valve— turn off during emergencies/disasters for safety
- GFI (Ground Fault Interrupter) plug(s)—so you can check them if your plugs or appliances in the bathroom, kitchen, patio or garage fail to work
- Electric and/or gas meters to check your utility bills
- The main water shutoff valve in case of a plumbing leak
- Water shutoff valves below the sinks and behind toilets in case of leaks
- Time bake knobs on the oven – when left on, will cause oven to be inoperable

Paying Rent

A. Bounced Check or Declined Online Payment

1. If we get a check returned for insufficient funds (NSF), or an online payment isdeclined: Your account is charged a $75 NSF fee.
2. If the NSF payment was for rent, your account is charged a Late Fee in accordance with your lease.
3. You will then have 24 hours, after notification, to pay all rent and charges to avoid eviction. If still unpaid after 24 hours, you will be served with a "Notice to Vacate" (an eviction notice demanding that you pay immediately or move out).
4. At MHN's discretion, **MHN** will then no longer accept personal checks as payment for your property.
5. At MHN's discretion, all future payments must be made by Cashier's Check, Money Order or PaySlip.
6. All personal checks will be returned to you, which may cause your rentto be considered late, and you to be charged a Late Fee.
7. This policy applies to all roommates and all payments for the property.

There are no exceptions to the above described policy.

B. Collection of Late Charges, Fees and Repairs

Our policy is to enforce your lease agreement and apply your rent payments to any outstanding balances first, then rent. **Any** unpaid balance will cause you to be delinquent on your rent. When this occurs, we must proceed with our standard collection action by delivering you a Notice to Vacate, which becomes an additional expense.

This is true even if you are disputing the charge. If rent is due while the dispute it open, you must pay the bill before rent. If after the dispute is closed in your favor, you are not liable, this amount will be credited back to you.

To prevent these additional expenses, please pay all your non-rent charges in a timely manner.

C. Credit Cards

You may use a credit card to pay rent, late fees, dispossessing fees, NSF charges or maintenance charge-backs . The credit card company (Visa, MasterCard, etc) will charge you a convenience fee. If the credit card owner initiates a chargeback on their credit card for a payment required on the lease, the Tenant will need to bring in certified funds for that amount to the office within 24 hours. The tenant will also lose the ability to pay via the online portal until certified funds are received.

D. Credit Reporting

MHN has been approved to report rent payments to the credit bureaus. This helps tenants who pay on time build good credit. It also will affect tenants who do not pay on time.

Protect Your Rental and Credit History because one day you will move out of the property, and likely, you will either rent or purchase a home. In either case, you will need good rental references and a good credit score. Avoid late rent payments, care for the property, and move out properly so we have the pleasure of being able to provide a good reference when we are asked about you.

Additionally, after invoicing for all damages above normal wear and tear and obligations under the lease, if funds required exceed the traditional or alternative security deposit, a demand letter will be sent to the tenant via email and via USPS. If the funds are not paid in full or an acceptable payment plan isn't made, the remainder will be sent to collections and the debt will be reported to all three credit bureaus.

E. Electronic Monthly Payments

Benefits

- Pay your bill anytime (24/7).
- Check your balance online.
- Control when and how much you pay.
- Use it occasionally.
- Set-up automatic payments.
- Sign up for automatic reminder emails.
- Easy access to view your payment history.
- You can stop 'AppFolio' at any time.

Security. Online payments are more secure than mailing a check. Your information is password protected and all transactions are both encrypted and securely transmitted. In addition, you receive email notification that your payment has been made.

How do I sign up? Before you can pay online, you will have to activate your online payment account. To receive an activation email, please email us at *FrontDesk@MHNproperties.com*, Attention: Online Payments.

How does the online payments work? It takes 2–3 business days for a payment to be processed to your **MHN** account.

Is there a contract to pay online or can I cancel at any time? There is no contract to pay online. This is an option to make paying convenient and secure.

F. Late Notices and Eviction Notices

If rent is unpaid by midnight on the 3rd of the month, **MHN** will email a late notice to the email on file. If payment is not made in full, a Notice to Vacate will be mailed and delivered to the property and the tenant will be charged a delivery fee and certified mailing fee. Once eviction has started, if the rent and all outstanding charges are still unpaid, we will order a Forcible Entry & Detainer (Eviction Suit). Personal checks will not be accepted for late payments. They must be paid with certified funds.

If the Landlord or **MHN** must appear in Court for an FE&D (Forcible Entry & Detainer) or like suit, the resident will incur all the associated fees, such as court cost, attorney fees, etc. **MHN** collection policies conform to industry standards.

G. Last Month's Rent

Rent is due every month, including your last month. It is illegal to use the Security Deposit or Alternative Security Deposit to pay your rent.

H. Late Fees

For rent paid after the due date, the late fee is 12% of your monthly rent amount. We encourage you to pay the rent by the 1st to avoid paying any late fees.

Why did I get a late charge if my rent isn't late?

- All payments are applied to any outstanding balance and fees **first**.
- Rent is **always** paid last.
- If you have an outstanding balance, you will still have rent due after your payment has been applied.
- The late fee is charged on any outstanding rent balance.
- Pay your account in full each month or you will be charged a late fee each month that you have a balance due.

Do you ever make an exception to this policy? We must treat every resident fairly and the only way to do that is to enforce the rules the same way for everyone. Exceptions are not made for any reason.

I. No Cash

For insurance reasons we have a "NO CASH" policy for everyone. You may request a PaySlip and pay with cash at your local CVS, 7-11 or other participating stores.

J. Paying at the Office

We encourage everyone to pay online, or with cash via a payslip. We do not recommend mailing rent payments. If you do need to pay with certified funds, you may bring it into our office or after hours, slip it under the office door. Please call our office at (210) 402-9696 if slip your payment under the door.

K. Payment Due Date

Rent is due, in our office, on or before the 1st of every month, regardless of the date you moved in. **MHN's Zero Tolerance** policy is that the rent must be paid on time and we will not waive or negotiate late fees.

Therefore, we encourage you to pay timely, so that you don't pay late fees and ruin your good credit.

No exceptions, even if the '1st' is a Sunday or Holiday or if you're traveling. Online payments can be processed 24-7-365 from any device connected to the internet.

L. Payment Options

1. Pay on-line using your '**MHN** Resident Portal.' Electronic payments are fastest, safest, and easiest method available, so we encourage electronic payments.

You can make ACH payments though our online free service at *www.mhnproperties.com* . Once you are registered in our payment system you will have a simple electronic option with which to pay your rent each month.

2. Credit card payments are acceptable on our website, see 'Pay By Credit Card'.

3. Checks and money orders (paper type) sent by mail or delivered to our office, are less reliable and more difficult to process; they must include the $10 processing fee.

M. Payment Record

You may view your payment ledger through your private online resident portal, at *www.MHNproperties.com* for payment history and to check for any money due.

N. Personal Checks

Personal checks are acceptable at any time before the 2nd of the month. However, be sure to include the $10 **MHN** check processing fee. On or after the 2nd, certified funds are required. Certified funds are also required if a check has been returned for non-sufficient funds or any other reason. MHN will notify you if your personal checks will be refused. Be sure to indicate the property address for which you are paying rent, otherwise we have no way of knowing where to apply it and it could be applied late.

Make payments payable to MHN Property Management, LLC.

O. Pro-rated Rent

Rent is always due on the 1st of every month, regardless of when you move in or when your lease term begins. If your lease begins after the 20th, a full month's rent is required, plus prorated rent from the commencement date to the last day of the month; in this case the 20th through the last day of that month (based on a daily rate calculated by dividing the monthly rent by 30).

P. Using the Mail

You may mail your rent to **MHN**. However, if received after the 3rd of the month the late fees will be due. It is the resident's responsibility to confirm rent payment has been received and applied to your account.

Property Maintenance

A. After-Hours Maintenance Charges

Our contractors expect additional compensation for working weekends, holidays or after normal business hours. Unless it is an emergency, when you schedule after-hours maintenance, you will be responsible to pay the after-hours premium charges. They have families just like you, and prefer not to be working evenings, weekends and holidays. So if you require a special appointment time with a repairman and it results in the repairman billing us an extra fee, you will be charged that amount which exceeds the regular service fee.

B. Emergency Maintenance

MHN staff provides an answering service for after-hours maintenance emergencies.

IMPORTANT!!! Identify emergency repairs from those which are not. We define an emergency as anything that threatens the health of the occupants or destruction of the property like flood, fire, sewer back up, burst water pipes, burst water heater, etc. For emergencies, call '911' first, then call our office at (210) 402-9696.

All after hour callers, please leave your name, address, and phone number. Your call will be returned as soon as possible.

Emergency Defined

An emergency is anything relating to the property under lease, that is threatening to life, health, or the property.

1. **Emergency Examples**
   Fire, flood, sewage back up, broken water pipes or not being able to secure the property. If the emergency is life-threatening, call 911 immediately!
2. **The Following are NOT Emergencies**
   Broken air conditioning IS NOT an emergency.
   Neither are refrigerator out, locking yourself out of the house, power or gas off, oven not working, leaks that can be stopped by turning off the water, toilet or plumbing stoppage if you still have one functioning toilet, broken appliances (**MHN** is not liable for loss of food caused by appliance break down).
3. **Warning!!!**
   If you claim you have an emergency and one does not truly exist, you will be charged back the service charge for the contractor/service representative responding to the call. Crying wolf will cost you money. Do not call-in an emergency unless it is truly an emergency. You will also be charged the vendors' trip fee if you do not keep an appointment with any contractor. These fees are usually $75-$85.

C. How to Submit a Work Order Request

Because we put such a high priority on keeping the property in good condition for the enjoyment of the resident, we make it easy to request maintenance at your Resident Portal, at *www.MHNproperties.com*.

As per your lease, all requests for routine and non-emergency maintenance **must be made in writing in AppFolio by creating a work order**, providing your name, daytime and evening telephone numbers, address and specific problem or repair. Your requests will be handled in the order that they are submitted.

Non-emergency repairs are done during normal business hours (9:00 a.m. to 5:00 p.m., Monday through Friday).

If you have a valid emergency that cannot wait until the next business day, call (210) 402-9696. Outside of office hours, you will be reaching a staff member's personal cell phone. Please leave a clear and complete message including your name, property address and nature of the emergency.

Remember MHN personnel will not make an immediate appointment for non-emergencies. We know that repairs are an inconvenience and promise to address them diligently. We appreciate your patience and cooperation.

Maintenance Priorities are determined, and there are target completion times for each. Please use the following categories as guidelines.

Categories of Priority

Category 1: Emergency Maintenance
Emergency defined: Anything relating to the property under the lease that is threatening to life, health, or the property. Fire (please call 911), flood, sewage back-ups, gas odors (please call gas company), broken water pipes, tree falling on house. **Target:** 5 to 8 hours

Please Note: during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.

The following are not emergencies:
Refrigerator not cooling, locking yourself out of the house, power or gas off, a/c inoperable and the property has two (2) a/c units, oven not working, etc. *These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies.* **MHN** is not liable for loss of food caused by appliance break down or for damaged belongings due to water leaks. Please make sure that you have adequate renter's insurance to cover unforeseen personal losses.

Category 2: Urgent Maintenance
Broken windows, plumbing repairs (not clogged toilets, see notes below), loose railings, wobbly decks, electrical problems, etc. **Target:** 2-4 business day service

Note: during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.

Category 3: Normal Maintenance

Appliance repair, garage repairs, leaky faucets, etc. If appliance is deemed working by professional appliance tech, work order will be closed out.
Target: 4-8 business day service

Category 4: Non-Essential Maintenance

Fence repair. **Target:** 30 day service

D. Maintenance Personnel

Maintenance vendors are not employees of our company, consequently we do not control their work hours.

Please advise us if a repairman does not arrive, or if the work is not completed in a professional and satisfactory manner.

E. Resident Damages / Maintenance Charge-Backs

Repair for damages caused by your neglect, abuse or misuse will be charged back to you in full. We will rely on the servicing contractor to tell us what caused the problem.

A few examples of misuse include, clogged plumbing due to items dropped in the toilet (toys, brushes, diapers, napkins, any personal items) or a jammed garbage disposal. The plumbing repair cost will be your responsibility. This is not considered equipment failure and you should do everything you can to handle these issues yourself. Unless the contractor indicates it was not caused by you (i.e. roots in system, pipe collapsed, septic tank backup), we assume the problem was caused by misuse, and not by a defect of the property. Clogged plumbing is your responsibility.

Damages caused by abuse or misuse will always be charged to you.

Maintenance Charge-Backs

If the contractor we send to the property tells us the need for maintenance is due to your negligence, abuse, or something easily remedied like a GFI switch or circuit breaker tripped, or garbage disposal not re-set, you will be billed for it. Failure to pay the bill will result in an outstanding balance on your account, which will need to be paid with your next rental payment, or sooner.

If you have been informed that there will be required maintenance at your expense due to noncompliance with the lease and do not schedule and complete the maintenance within 10 days of notification, you are giving your express permission to MHN to have an employee open the door for the maintenance contractor to complete the maintenance. On top of the cost of the maintenance itself, you will pay an additional $75 trip charge for this service.

F. Resident's Maintenance Responsibilities

The resident is required to promptly notify MHN of all needed repairs and to schedule promptly with the vendor.

Failure to inform **MHN** of water leaks or any condition that result in damage to the property will cause resident to be held liable for the cost of repair of subsequent damage!

Telephone notification is **only** acceptable in cases of danger to person or property.

Maintenance must be made in writing through creating a work order in AppFolio.

Renting a house is not like renting an apartment. **MHN** does not have a maintenance handyman living in your neighborhood to run to the property and fix things immediately. There are some items that you can take care of yourself such as clogged garbage disposals, GFI switches that need to be reset and minor items.

It is your responsibility to cooperate by allowing the landlord's repairman in the property for scheduled maintenance and repairs. Be sure to call **MHN** at least a day before, if you are unable to keep your scheduled appointment; failure to do so will mean a trip charge to you. ($75-$85)

MHN will bill you if you have agreed to an appointment with a vendor but failed to open the house for them at the scheduled time.

If you will not or cannot schedule a repair within 10 days of a work order or periodic property review being scheduled, you may have to pay a $75 trip charge for an MHN employee to open the door for the vendor.

If there is still a problem after a recent repair has been completed (within 30 days), call us. If you fail to report this problem, and it causes further damage, you may be responsible for its cost.

Damages caused by abuse or misuse will be charged to you. We will rely on the servicing contractor to tell us if you caused the problem.

Monitoring of security systems is not handled by **MHN** or the owner. You will need to make your own arrangements to set up service in your name.

Inform MHN of any and all:

- Signs of Mold in the property
- Toilet & faucet leaks and any plumbing backup
- Electrical problems
- Heating & air-conditioning problems
- Inoperative smoke or carbon dioxide detectors
- Faulty appliances (those included in Rental Agreement)
- Roof leaks
- Gas leak
- Broken windows & doors
- Unsafe, unhealthy or dangerous conditions
- Evidence of termite or wood ant infestation

G. Resident Renovations or Repairs

If you call a repairman, we **cannot** reimburse you. As per your rental agreement/lease, residents may not do major repair or alterations. If you want to make a special request to do any renovation or repair to the property:

- Submit your request in writing via a work order **before** making anychanges
- Do not proceed with any work until you are notified by **MHN**.
- **MHN** will ask the owners and to determine if the request is acceptable.
- **MHN** may be required to obtain an estimate for restoration of the renovation unless owner agrees to contribute.
- Pay an additional security deposit equivalent to the estimate forthe restoration of the renovation.
- The work will be completed by an **MHN** vendor at the tenant'sexpense.
- Sign an MHN Agreement for alteration/repair.

If the request is accepted, you must do one of the following prior to returning the keys after you move- out.

Either: Leave the alterations (if this is part of the owner's condition of acceptance of alteration/repair).

Or: Return the property to its original state (if this is part of the owner's condition to accept the alteration/repair) and pay for any necessary repairs to restore the alteration/repair to its original state.

This includes, but is not limited to, basketball hoops/equipment, painting, wallpaper, light fixtures, security systems, flooring, lawn, gardens, bushes, trees, fences, utility buildings etc.

Critical Issues of The Lease

A. Contact Information

You are **required** to provide **MHN** with your most current work, cell and home telephone numbers, (including non-published numbers) and your e-mail address. Please notify the office of any changes or update your phone numbers directly through your tenant portal.

B. Contact with the Owner

MHN is your management company and will be your only contact during your tenancy. If someone calls or shows up at your door claiming to be the owner (or agent representing the owner or lender), you should be suspicious and not invite them into the home. Don't assume they are who they say they are. Always protect yourself from people who claim to have some authority over the property. The hard and fast rule you should follow is… if anyone contacts you about the property, always refer them to **MHN** and we will handle them.

C. Drug Free Housing

MHN is committed to compliance with all federal, state and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws.

D. Early Termination

MHN's primary responsibility is to act in the owner's best interest at all times. However, we understand that at times extenuating circumstances may prevent a resident from fulfilling the term of their lease agreement.
If you need to vacate the property before the end of your lease agreement there is a fee for placing a new resident (re-letting).

Re-letting Charge Options
Option 1: Is to find your own replacement resident (that is acceptable to **MHN**).
The charge for Option #1 is 75% of your monthly rent.

Option 2: Is to hire MHN Property Management to find a replacement resident for you. The charge for Option #2 is 100% of your monthly rent.

You may exercise one of these options provided the terms and conditions set forth below are satisfied:
(a) Resident(s) are responsible for all rent due until the property is re-leased and the new resident(s) have started paying rent or until the expiration date of your lease, whichever is sooner.
(b) Resident(s) are responsible for water, electric, yard maintenance, and **all** other obligations of the lease until a replacement resident has executed a new lease agreement.

Please note: The re- letting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement resident. The re-letting charge does **not** release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

E. Fair Housing

MHN is committed to compliance with all federal, state and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws.

MHN and its staff have a legal obligation to treat everyone in a consistent manner.

We understand that from time to time residents have financial difficulties, health problems or other emergencies. Although we sympathize with the situation, we are legally bound to follow and enforce the stipulations of the lease agreement.

Please do not place us in the difficult position of denying a request for an exception to the lease agreement because we cannot grant it.

F. Lawn Care

One of the differences you have when renting a house (as compared to a town home or apartment) is you are responsible for lawn care. Unless there are special arrangements to the contrary, your lease says **"it is your responsibility to maintain the lawn, trees, weeds, trimming" etc.** Your failure to do so can create serious problems for the HOA and the homeowner. An unmaintained yard will generate complaints from the neighbors and there could be fines accessed to owner and charged back to you. Not everyone has a green thumb, so it may benefit you to hire a lawn care company. Whatever it takes, it is your responsibility to keep the lawn looking good. Tree and shrub trimming up to 7 feet is the tenants' responsibility. Trees on the roof are owner responsibility. If you notice trees on the roof, please open a work order. See more on this in Housekeeping sub-chapter 'Q. Watering Yard and Foundation Care.'

G. Lease Expiration / Renewals

During the thirty five (35) to sixty (60) day period prior to your lease expiring, you will receive a notice from us outlining the provisions of your lease renewal. It is crucial that you return this notice to us in a timely manner. To renew your lease, we must first perform and process a property survey. And the lease renewal must be processed before the end of your original lease period, in order to keep you from paying more. MHN does not allow for leases to lapse into month to month status. Failure to complete the lease renewal process in a timely manner will result in you becoming a hold over tenant until a new lease agreement is signed or you move out. Hold over tenant rent is paid daily and is 3 times the normal day rate.

H. Marketing During the Notice Period

Although MHN does not usually show properties until they are rent ready, sometimes the owner requests that we do.
The property may be listed for sale or lease during this time, it must be available during reasonable hours for showing and well kept. You will be called before showing, however, if there is no answer or no answering system, the call is still considered notice. Licensed agents are the only persons allowed to show the home and use the lockbox. The lockbox keeps a record of who has entered your home.

Minimum Showing Conditions:

- All beds made and rooms neat
- Floors recently vacuumed, clutter free
- Kitchen, baths, and sinks clean and empty
- Walls clean and unmarred
- Animals out of the way, litter boxes clean and odor free
- Lawn mowed, trimmed and in good condition

Failure to allow agent showings to prospective residents or buyers, during this period, constitutes a default of the lease and the security deposit, in its entirety, may be forfeited.

If you desire not to have the property shown, you may pay an additional amount, as dictated by your lease, in order for us not to have the property shown during this period.

Please do not allow any prospective residents to enter your home unless accompanied by a real estate agent.

I. Move-in Photo Review / Acceptance of Property

The move-in photo review is designed to document the condition of the property prior to your taking possession, so that you are not held responsible for prior existing damages. It is the benchmark we will use when you vacate the property to establish charges for damages.

By signing the lease, the Resident accepts the property in its present condition (AS IS), subject only to conditions which materially affect health or safety of an ordinary resident. No additional cosmetic touches or repairs will be done after move-in.

J. Occupants / Roommates

Only those persons listed on the lease agreement have permission to occupy the premises. A reasonable number of guests may also occupy the premises without prior written consent if their stay is limited to (7) days; after that they become unauthorized occupants. **MHN** holds you responsible for all occupants and guests, and their behavior.

We must know who is occupying the property regardless of their age and they must be named on your lease agreement. If at any time you wish to add or change an Occupant, and he/she is 18 years of age or older, an application must be submitted first (and fee of $75 paid), and approval obtained through our office.

Residents must abide by the decision of **MHN** to add anyone to the Lease Agreement.

Failure to fulfill the above-mentioned requirements may result in termination of your lease.

K. Pets/ Animals

All animals must have a complete and detailed profile at www.mhnproperties.petscreening.com These profiles must be updated before lease renewal will be offered. This includes updating doctors' prescriptions regarding support animals.

Pet restrictions vary per property based on owner preference. MHN will allow restricted breeds on the property under certain conditions and with the property owner's express written permission.

No animal may be kept on the property, even temporarily, without **MHN**'s written authorization.

Frequently asked questions:

Can I add a pet after I have already signed a lease?

You must have the pet approved and a Pet Agreement signed before bringing any pets on the property.

What if I have a pet that is not approved?

Having an unauthorized pet is a serious lease violation and may lead to eviction.

Can pets visit the property?

No.

Any unauthorized pets found on the property can result in eviction and/or charges of $500 per pet plus $50 per day per pet. Pets also include fish in aquariums larger than ten gallons, mammals, birds and reptiles.

L. Rental / Lease Agreement

You received a copy of your rental/lease agreement and other pertinent documentation. We recommend that you keep this paperwork for future reference. Please remember, your lease agreement is a binding contract. If you have any questions regarding your lease agreement, please call the **MHN** management team.

M. Rescheduling Appointments / Denying Access

We always make the effort to contact residents either by text or by email before we enter the property. Sometimes problems arise in setting up inspections or scheduling maintenance. Consequently, if you cause the need for rescheduling by not keeping an appointment, you will be charged a $75 **MHN** rescheduling fee. If you break, or reschedule two appointments, we will just use our key to get in, and charge the fee again.

If **MHN** is denied, or is not able, to access the property because of your failure to make the property accessible, you will be charged an **MHN** fee of $75, for not cooperating. The lease agreement gives the homeowner`s agent permission to enter the property after trying to contact you as well as the right to place and use a lockbox during the last days of the lease or any extension of same.

N. Right of Access

Our policy is to respect your right of privacy at all times, and we will attempt to contact you prior to visiting the property. However, we must be able to get into the property to do periodic surveys, address needed repairs, and to market the property. The lease gives us this right. Unless it is an emergency, **MHN** will notify you prior to any visit because we respect your privacy and understand your need to control what happens in your home. Courtesy will always drive us, so don't worry about someone stopping in unannounced unless water is flowing out the front door or some other disaster is threatening.

O. Routine Property Reviews / Visits

MHN will order periodic reviews of each property. You will receive written notice, via email, with a request to schedule this property review within 10 business days.

Can I refuse this review?

No, according to Texas rental laws, once **MHN** has notified you, we may enter the house on the scheduled day, the email serves as your notice. However, our preference is that you schedule with the vendor and you must be present for the property review.

What are you looking for?

We are looking for: 1) Deferred Maintenance 2) Safety issues (such as functioning smoke detectors) 3) Major damage; 4) Pet damage; 5) Cleanliness / Habitability; and 6) Lease Violations

How often are reviews done?

Routinely once per year, plus additional visits as necessary for Resident violations or upon owner's request.

Missed Appointment Fee

You will be charged a $75 **MHN** fee, if **MHN** or our contractor, cannot enter the house, or any locked rooms or closets, cannot assess the water softener or water heater due to stored items, or for any reason the contractor cannot enter a space (like unrestrained pets, changed locks, etc.).

P. Subletting

Subletting is when you "move another person in" to share the rent (without adding them to the lease), or "move out and let someone else pick up the rent." There is no subletting allowed. Fines for violations are stiff. We need to approve all adult residents living in the property. If one of you needs to move out, coordinate it with **MHN** directly.

We have a procedure to add a resident to the lease. Contact your management team on how this can be accomplished.

Q. Violation Notices

We spend a great deal of time notifying residents of lease violations and following up to make sure that the violations are corrected.

Consequently, we charge a $20-$50 fee for sending a lease violation notice. This is in addition to any charges assessed by the HOA, city, or other governing organization in response to the violation.

A few examples of lease violations are: not maintaining the yard, trash cans in view from the front of the property or left out on non-trash pickup days, not changing or using the incorrect A/C filter, and not replacing batteries as needed in smoke alarms or carbon dioxide detectors. These as well as all the other rules listed in this handbook or stipulated in the lease agreement.

Housekeeping

A. A/C Filters and HVAC Maintenance

As stated in the lease agreement, you are responsible for supplying and changing the air-conditioning filters **at least once a month** for 1-inch filters and once every 6 months for 5-inch attic filters.

We require that you use the correct size pleated style filter, MERV 8 or higher, installed in the correct position for the proper air-flow (See arrows on filter).
To assist you with the mandatory and important maintenance, you will be enrolled in a filter program as part of your tenant benefit package. The correct filters will be mailed to your residence monthly for 1-inch filters and biannually for 5-inch filters. If your residence has an attic filter, upon filter arrival, you **MUST** open a work order so we can schedule a vendor to install the filter. Tenants are not allowed in attics for safety reasons.

If you have access to the HVAC unit (ie, in a closet, not the attic) you are required to pour at least 1 cup of hot water mixed with one cup of either vinegar or bleach down the AC drain line once a month. In most cases, this will prevent the drain line from clogging up and flooding the home. Tenants will be charged to unclog a drain line if proper maintenance would have prevented the stoppage.

A clean filter prevents serious damage to the motor, compressor and other parts of the AC/Heating unit. A dirty filter reduces the efficiency of the A/C and heating unit requiring it to work harder increasing your electric bill; and shortening the operating life.

Any cleaning required or damage done to AC/Heating units caused by failure to perform mandatory changes of the filter will be charged to the resident. The repair technician will make this determination.

Tenants are also responsible for knowing the location of their secondary drain line and immediately opening a work order if it is dripping. A dripping secondary drainline indicates tht the primary drain line is already clogged and that the unit needs immediate service.

If not corrected, this may cause serious damage to the home. DO NOT operate an HVAC unit with clogged drain lines. Turn the unit OFF until it can be serviced.

Repairs and maintenance required due to lack of tenant maintenance or water damage to the home due to maintenance failure is always a tenant bill.

B. Cleaning and Care of the Home

Resident is responsible for keeping the property clean, odor free, and orderly inside and out.

Kitchen Counter Tops: Promptly wipe up any spills to avoid stains. Use hot pads to protect the surface. Avoid damage when cutting items with a knife by using a cutting board, not the counter top.

Dishwasher: It is important that you use only dishwasher specific products.

- Do not use dish soap or laundry detergents; they will cause the dishwasher to overflow.
- Run dishwasher at least once each week or the seals dry up and the motor can be ruined.
- Do not leave soiled dishes in the dishwasher for a long period of time, such practices attract household pests.
- Use Lemi-shine, vinegar or other product weekly (or with every cycle) to prevent lime build up in the dishwasher.

Stove, Hood, Vent Filters, and Ovens, must be cleaned on a regular basis.

- Self-Cleaning Ovens: (Use heat to clean) Follow instructions printed on the oven.
- Do not use commercial cleaners such as "Easy Off" or "Mr. Muscle".
- Continuous Clean Oven: Set at 450 degrees and leave on for several hours. (High heat helps the cleaning process.) Then wipe out.
- Do not use commercial cleaners in the oven. If you use these cleaners, the oven will begin to rust within a few weeks.
- Do not leave oven unattended while cleaning.

Carpets and Floors: Clean up spills, pet accidents, etc. promptly. Vacuum carpets, sweep and mop floor regularly.

- Have carpets steam cleaned as needed by a professional company.(Contact **MHN** for a list of Carpet Cleaning Companies).
- Use only approved cleaning products on vinyl floors. (Do not use wax).

Hardwood Floors: Use appropriate cleaning products only.

- Wood and laminate floors must **not** be wet mopped or have liquids left on them.

Bathrooms: Report any leaks immediately.

- Please notify the office if the caulked areas around your bathtub and tiles become cracked, broken, or chipped. Water seepage can cause severe damage to your home.
- Do not use abrasive cleaners, steel wool, or scouring powder to clean any tubs, marble sinks, counter tops, or **any** fixture. Using these items ruin the finish. Instead use 'Soft Scrub' or other nonabrasive cleaners.
- Prevent mildew & mold from accumulating by: Using exhaust fans during and after showering, keeping bathroom properly ventilated, and by treating immediately with products such as 'Tilex.'

Odors: You are responsible for keeping the home free of any lingering odors. These may result from pets, smoke, cooking, etc. If there are lingering odors in the home, you can responsible for the cost of its remediation. The damages besides general cleaning could include: interior painting, replacement of carpeting, draperies, window blinds, and additional extensive cleaning of ceilings, walls, and light fixtures, etc. If the home requires deodorizing or more extensive remediation to remove odor, it will always be at your expense, and not considered normal 'wear and tear.' This includes repainting the home with a nicotine blocker if tenant violated the lease and smoked in the home.

C. Fireplace Use

If there is a fireplace on the property, it is available for your use. Prior to your move-in, MHN assesses the fireplace for cleanliness and functionality. If necessary, you can in put a work order for a certified "chimney sweep" to inspect and clean the fireplace. You will be responsible for having the fireplace inspected and cleaned if necessary.

Proper Use of Fireplace:

- **Before** starting the fire open the damper.
- Close the damper securely **only** when the fire is out and ashes are cold.
- If smoke is coming into the room, put out the fire **immediately** and vent the house.
- Use hard woods, like oak or mesquite rather than soft woods like pine or cedar. Soft woods cause sparks and a buildup of creosote in the chimney.

- **Never** use fire starters such as lighter fluid or kerosene and definitely not gasoline.
- **Never** burn trash or Christmas trees in the fireplace.
- **Always** use a log grate. It positions the fire properly and ensures a good flow of air to and around the fire.
- Build moderate to small fires. Most prefab fireplaces are not designed for roaring fires. **Do not** overfill the fireplace. Overfilling can cause excessive heat in the chimney and possibly a house fire.
- Use a fireplace screen at **all** times to prevent damage to the carpet and to reduce the possibility of a fire spreading into the room.
- **Never** leave the fire unattended or with unattended children.

- **Always** use a metal ash container for the removal of coals and ashes, and be sure the coals are cold. **Never** put warm coals in a garbage can, paper bag, or any flammable container.

Resident must not stack firewood next to the house, any building or wooden fencing.

Doing so promotes the infestation of wood destroying insects.

D. Garbage Disposals

- The garbage disposal is a convenient appliance, if used properly.
- **Remember: If you can't chew it, your disposal can't chew it!**
- To use properly, use only with COLD water and run a minute after all the food has cleared and the garbage disposal is humming softly. Do not over stuff and scrape most food particles into the trash before washing dishes. DO NOT put bones, eggshells, grease fat, oil, meat, or large pieces of food into the garbage disposal.
- If a spoon, bottle cap, or other items becomes lodged in the disposal, make sure the disposal is turned off before attempting to retrieve it. (Never stick your fingers in a running disposal).
- The disposal is self-cleaning, but occasionally adding baking soda, unpealed lemon slices or a tray of ice while running will help to reduceodors.
- Never use caustic drain cleaners.
- If the motor whines, turn the switch off and unjam the disposal. A special tool may be required, and your local hardware store should carry it. There is areset button on the bottom outside of the disposal. You will be charged for maintenance service if the disposal is only jammed, clogged, or the safety button has not been reset.

E. Garbage and Recycling Containers

Most areas have curbside garbage and recycling, using individual wheeled receptacles. In San Antonio, if they are not at the property call 311, they will be provided.

- Trash must be placed in proper containers in accordance with city and/or countypolicy.
- Receptacles may be placed at the curb the night before the weekly collection and must be removed the evening of that day and stored out of sight on non-collection days.
- Toxic waste such as paint, oil, antifreeze, solvents, and batteries must be disposed of in accordance with the rules and regulations set forth by the city and county.
  All recycling, compost and trash receptacles must be left empty and cleaned out at time of move out. Tenants will be charged to haul off items left in the receptacles at time of move out.

F. Light Bulbs

All light sockets should have working bulbs in them when you move in. It is your responsibility to replace light bulbs, as needed, during your occupancy, with the correct size, type, and wattage bulb. If a light fixture is rated for a 60 watt bulb and you use a 100 watt, it may create a short circuit and a fire hazard.

Upon move-out, it is your responsibility to ensure that all fixtures have the correct working bulbs installed. You will be charged per light for any that are missing, burned out, or are not the correct type (including matching the color of the light to other bulbs in the same fixture) or wattage.

G. Mold / Mildew

Every house has some mold, and it's been around since the beginning of time. Most of it causes no health risk, but you always need to watch out for it. If you keep moisture in the house low, the shower tile clean and the refrigerator wiped down, you'll probably never see any. You executed a 'Mildew Addendum' before you took possession of the property that teaches you how to deal with mold and mildew. Read it carefully.

H. No Smoking

- Smoking is not allowed inside the property or the garage or within 6 feet of the house (such as on front porches or back patios).
- We will rent to residents that smoke, but we require them and their guests to smoke outside.

I. Pest Control

- Any pest not reported in writing within the first 5 days of the lease, will be assumed to have entered the property after the start of the lease.
- You are responsible for keeping the property free of all pests (ants, roaches, fleas, ticks, silverfish, scorpions, rodents, etc.), except termites.
- Since you are our eyes on the property, please let us know if you seeany termite activity. They usually swarm in the spring and you can't miss them. Please notify our office immediately if you notice any signs of what you believe may be termites.
- Please do not store wood against the exterior of the house.
- If you suspect rodents in the home, please open a work order immediately.
- We strongly recommend you use a licensed pest control company to manage pests rather than doing it yourself. If you need assistance selecting a pest control company, we can refer you to the one we use.
- All tenants sign a bedbug addendum with their lease. Bedbugs are easier to treat if caught early. Tenants are responsible for reporting bedbugs immediately to MHN Property Management and must pay for and undergo a bedbug treatment until the property is certified bedbug free.

Rain Gutters

If the property features gutters, they must be cleared of debris on a regular basis, in order to prevent damage to eaves and cornices. Gutters must also be left clean at move-out.

K. Refrigerators

Many owners **do not** warrant the refrigerator. If the property has a refrigerator and it becomes inoperable, it will be your responsibility and expense to repairit.

- Repair of a unit at your expense does not make it your property. If you choose to replace the unit, please contact our office so we can update our records and arrange its removal.
- **Do not** dispose of an inoperable unit without written permission from **MHN**, unless it is yours.
- If you have your own refrigerator that you wish to use and there is a refrigerator already in the property, contact management regarding proper storage of the owner`s unit. If you store it in the garage, it will need to be kept plugged in and running.
- Any loss of food due to a malfunctioning or inoperable refrigerator is solely at the resident's expense. Owners are not obligated to reimburse residents for lost or spoiled food.
- A refrigerator is not a toy; please teach your children the dangers of playing in and around refrigerators.
- A working fridge is defined as cooling properly in both fridge and freezer compartments and not leaking. Ice maker and water filter are accessories to be repaired at owners' discretion.

L. Resident Will:

- Not wash draperies. Call **MHN** for instructions on all window coverings.
- Not perform electrical work (this does not include changing light bulbs or batteries).
- Not paint or change walls, woodwork, flooring, landscaping of the property without permission from **MHN**.
- Not perform repairs of any type unless authorized by **MHN**.
- Not store items next to the furnace, water softener, or water heater.
- Not store items in the attic.
- Not park on the grass or park more vehicles than are authorized in the lease agreement, or keep inoperative vehicles on the premises without permission from **MHN**.
- Not deduct any pre-authorized or unauthorized maintenance expense from the rent. If **MHN** authorizes you to perform any maintenance, you must submit **ALL** receipts for reimbursement.

We are here to maintain the property in a safe and habitable condition and to service your needs as efficiently as possible. However, we must also protect the owner and his/her financial position so that they can afford to maintain the property and avoid frivolous or excessive costs.

M. Smoke Detectors/ Carbon Dioxide Detectors

Your safety is very important to us.

- Residents must test the smoke detector within one hour after occupancy, and inform **MHN** immediately if it is not working properly.
- Smoke Detectors are for your safety, please test them every thirty days and replace batteries as necessary (minimally once a year) Normally the smoke detector will emit a beeping sound when the batteries are losing their charge.
- Carbon dioxide is an odorless, colorless gas that kills many people every year. Current Texas Property Code does not require an owner to install a carbon dioxide detector in rental properties, although many of our owners do. If the rented property uses gas for heating, has a gas water heater or range, or if vehicles are parked in an attached garage, we highly recommend purchasing and installing a carbon monoxide detector if one is not already present in the property. If one is in the property, please test it monthly.

N. Thermostats

Do not switch your thermostat setting quickly, from COOL to HEAT, or from HEAT to COOL. First switch the thermostat to off, and wait until it stops running, then switch to HEAT or COOL. Failure to follow this precaution may result in permanent damage to your unit. You could be charged for the repair and/or replacement.

In hot weather, set the selector switch to "COOL" and set the fan switch to "AUTO". Set the controls between 75 and 80 degrees to provide maximum cooling. Setting them lower will not cool your home any faster. Homes are not refrigerators; there is a maximum degree difference of approximately 20 degrees between the inside and outside of the home. So, if it's 100 degrees outside, a reasonable temperature inside is 80 degrees.

O. Walls

- We suggest you use "3M" picture hanger adhesive strips when hanging pictures. This type of hanger creates no wall damage.
- If you have questions about items that are heavy or difficult to hang, we recommend gorilla hooks for minimal damage. Screw holes will be charged to the tenant at move out.
- Mirror tiles, contact paper, wallpaper or other wall coverings with adhesive backing are not permitted without our prior written consent.
- If you wish to change existing wallpaper, please contact the office first to obtain written approval.
- You are responsible for removing nails and the cost of repairing damage to walls and ceilings. However, please do not attempt to patch walls yourself. Doing so may increase the cost of wall repair charged to you.

P. Watering Yard and Foundation Care

It is of crucial importance that the foundation and yard be watered regularly.

Foundations are prone to shifting because our clay-like soils shrink and swell due to moisture changes after drought. Consequently, we must water the foundation as well as the yard appropriately in order to prevent the foundation from shifting and cracking.

Watering guidelines:

- When watering the yard, ensure the sprinkler is putting water against the base of the foundation. Leave the water on for 30 minutes to one hour, weekly in the spring and summer between rainfall.
- The best time to water is early morning or late in the evening. Make sure you are watering around the entire foundation uniformly. If the soil is pulling away from the foundation, you are not watering enough.
- During drought conditions, observe water rationing rules and all restrictions. Please refer to your local water company to determine what "Stage Restrictions" apply and the appropriate watering times and dates, for your address.

Q. Water Softeners

If your home is equipped with a water softener, you are required to replenish the salt levels regularly, in the salt tank, so it will operate properly.
Any damage caused by not properly maintain the water softener salt levels will be charged to you.

R. Winter Conditions

It is extremely important that you stay abreast of cold weather reports throughout the winter. Any extended period of below freezing could cause unprotected water pipes to freeze and burst.

Before the cold weather begins and it's time to switch from cooling to heating, City Public Service will assist you in lighting your furnace for a minimal service fee.

When the outside temperature falls below 32 degrees Fahrenheit, you are responsible for protecting the premises by taking steps to reduce the likelihood of frozen plumbing.

In the event of severe, freezing weather, please observe these precautions:

- **The heat must be maintained at a minimum of 55 °F**, in order to protect the plumbing from freezing.
- Exterior faucets and exposed water lines must be adequately protected by insulating, wrapping or covering.
- Allow inside and outside faucets to slowly drip. Drip both HOT and COLD water.
- Open cabinet doors to expose plumbing fixtures so that these spaces will be heated.
- If you are going to be away from the property for the day or an extended period of time, it is very important that you do not turn the heat off. Please leave the thermostat setting no lower than 55 °F minimum.

These precautions are essential in order to avoid the risk of substantial damage to the property and your possessions from broken pipes due to freezing temperatures. If damage results from your failure to exercise these precautions, you may be liable for damages to the property.

S. Yard Maintenance

You are responsible for the continual upkeep of the lawn, shrubbery, and trees. This includes cutting, weeding, edging, trimming, reseeding (as needed), watering and trimming trees and shrubs.

- **The lawn must not be higher than 6 inches.**
- The areas around the driveway, sidewalks, curbs and gutters are part of the yard and should be kept free of weeds, leaves, anddebris.
- Remember, the exterior appearance of the home reflects the living conditions of the residents.
- You are responsible for all bushes and tree trimming up to 7 feet. Please open a work order to tree branches near the roof of thehome.
- You are responsible for not letting the shrubs become overgrown, block the homes windows or become dead inside. Overgrown shrubs may need to be cut down or replaced at your expense.

T. Home Warranties

Some owners have purchased a home maintenance warranty on the property.

Although they generally respond in a timely manner, they need your full cooperation to get their contractors into the property to make the necessary repairs. Since we don't control these contractors, there's not much we can do to create urgency for them. As our relationship grows, you'll become accustomed to the quick, efficient service you receive from our contractors handling your maintenance requests. Please be aware that your experience with home warranty contractors may not be the same. You'll be contacted by the home warranty company for covered repairs and will make your own scheduling arrangements directly with them.

Homeowner Association Issues

A. Access to Amenities

Occasionally there are keys, passes and codes to gain entry to the community amenities. Some HOAs prefer that you contact them directly to purchase pool cards and gate clickers, etc. HOAs often try to prevent residents from using the amenities, and there's nothing we can do to change that. If you have trouble with any of them, let us know and we'll help you secure them. However, it is usually more cost effective if you can manage this directly with the HOA. Friendliness and cooperation usually help a lot in getting help with these things.

B. Rules and Regulations

Most homes in San Antonio and surrounding areas are in mandatory Home Owners Associations. HOAs are very aggressive about enforcement of their rules, so resisting them will only cause you grief, and cost you money.

Most common HOA rules are also conditions (or rules) of your lease agreement. Examples include: proper maintenance of the yard (mow, edge, weed treatment, trim of hedges etc.), storage of garbage cans (store out of sight), vehicle parking on unauthorized areas (such as grass or sometimes streets) and improper storage of boats and trailers. These are just a few of the most common resident violations of the HOA that could cause you to be charged fines.

Some HOAs require that holiday decorations be removed by February 1st. For consistency, all MHN residence need to have winter holiday decorations removed by this time. Also, you will be responsible for removing any and all hooks used in decorating. Do not put nails on the exterior of the home.

Miscellaneous

A. Key-less Deadbolt

The purpose of the key-less deadbolt is to protect you while you are **inside** the property. It is not intended to protect your possessions while you are away.

When you leave the house, be sure that the key- less deadbolts are disengaged. This will prevent you from being accidentally locked out of the property.
If a garage door opener or the door lock malfunctions while a key-less deadbolt is engaged, it will be impossible to enter the property with a key, and you will be responsible for all costs to gain entry into the property.

B. Lost or Misplaced Keys / Rekeying

Should you lose your keys or lock yourself out, in some cases, we have a duplicate set of keys available in the office.

Only those on the lease can pick up keys and identification is required. The keys must be returned within 24 hours or you will be charged for key replacement. You are responsible for transportation to pick up keys, and keys will only be available during normal business hours.

If we bring a key out to you, you will be charged a $75 trip charge.

If this happens outside of regular business hours, we will be unable to help you as we do not carry a locksmith on staff that can come out at 2 AM. The cost incurred for a rekey is tenant responsibility. If you change the locks, you must provide notice to MHN and you will be responsible for the property to be rekeyed to the original locks.

Residents are not allowed to change the locks. If you wish to re-key the property at your expense, please contact the office.

C. Maintenance Reimbursement

Generally, **MHN** assigns a vendor to perform work you request in your residence. However, if after contacting **MHN** about arranging a minor repair yourself, and **MHN** has agreed to reimburse you:

- First pay the bill and send the receipt to **MHN**. You will be reimbursed the agreed amount.
- Do **not** deduct the amount from your rent.

D. Referrals

If you refer someone to **MHN** who then Buys, Rents, Sells, or has their Property Managed within the company, we will give you a $50 Gift Certificate!

E. Rental Verification

We often receive requests from mortgage companies and other landlords wanting a verification of a resident's rental history. They usually want this information in writing and sent to them immediately. There is a $20 **MHN** processing fee to cover the costs and time associated with performing this service. If you are a past resident, beyond a year, the **MHN** fee is $30.

F. Renter's Insurance/ Liability Insurance

The home is covered for the homeowner by their insurance policy, but your personal property is not. We strongly encourage you to maintain renter's insurance while you are in the property. Contact your insurance carrier to obtain a policy. We can testify that without renter's insurance, you are risking a lot. Renter's insurance **covers you for any loss of your personal property due to theft or casualty damage.**

If you don't have renter's insurance, you may lose everything! The Landlord isn't held responsible. In fact, even in incidents that you didn't cause, you are responsible for replacing your possessions.

And, even worse, if you are responsible for an accident that causes damage to the property, losses to others, or injury to an individual, you could be held liable…even to the owner of the property!

So, why do you need Renter's Insurance?

- To protect yourself from liability.
- To protect your possessions in the event of a loss.
- To protect yourself financially.
- To provide you with temporary living coverage if your residence is damaged.
- To insure you will have someone on your side when the unexpected happens.

Even if you choose not to purchase renter's insurance to protect your property, you are required to purchase liability insurance. If a copy of renter's insurance or liability insurance is not provided to the MHN Office by the lease start date, a liability insurance policy will be purchased for you and billed to you via your portal.

If your provided renter's or liability insurance is not up to date in MHN system because you have not provided an updated copy to the office or we get notification of termination, you will automatically be enrolled in and billed for a liability policy through MHN Property Management. No reimbursement will be provided for this service. Future billing can be canceled with updated proof of coverage from another insurer.

Buying A Home

A. Tenant Home Buyer Program

You are enrolled in the Home Buyer Program as part of your Tenant Benefit Package.

As part of the benefits of the Home Buyer Program, you can earn up to $1000 in closing costs towards the purchase of a new home (including both pre-owned and new build).

Details of the Home Buyer Program can be found on our website at https://www.mhnproperties.com/home-buyer-program (or under the tenant tab).

B. A Home Outside MHN

MHN will also be happy to assist you in purchasing **any** new or pre-owned home, including those not managed by **MHN**. We have several real estate agents specializing in San Antonio and the surrounding area willing to represent you in the purchase process. This can happen when you give your notice to vacate, per your lease requirements, or in the event you want to move sooner, you may choose to exercise the Early Termination clause as stated in your lease. Your property manager and agent can advise you of the process ahead of time, so you can plan accordingly.

C. The Home You're Renting

MHN will be happy to assist you in purchasing the home you are leasing provided the owner is willing to sell and all parties agree to the terms. A sale of this type could take place at any time during your residency; it would not necessarily have to coincide with the end of your lease term. If you are interested in purchasing the home you're currently leasing, please contact your property manager.

Move-out Process

A. MHN No Hassle Move Out

To reduce the hassles associated with moving, MHN is now arranging the cleaning required in your lease at no additional charge.

To take advantage of this offer:

1 **Prepay** for cleaning, carpets, tile and *(if required)* pest control with your last month's rent.

2 **MHN will arrange** for these services (required in your lease) after you move out. No worries to you!

3 We request a standard **$500 prepayment**; however, all homes are different sizes andstates of cleanliness. If the carpet/ tile/ cleaners/ pest *(if required)* is less than $500, you will be refunded the difference with your security deposit. If the cleaning exceeds this amount *(due to dirty filter, burnt out bulbs, difficult carpet stains, etc.)* the remainder of the bill will be paid out of your security deposit or Alternative Security deposit replacement insurance policy and you will need to pay your Alternative Security Deposit back the difference.

4 You will **see all the accounting** when you received your security deposit at the addressyou provided on your 30-day move out form and it will be sent to your Alternative Security Deposit as documentation, if applicable.

office, you will be assessed a $100 coordination fee as per your signed tenant acknowledgements.

B. Carpet and Tile Cleaning

Residents are required to have the carpets and tiles **cleaned by a truck mounted steam cleaning professional** after move-out but before the end of your lease. This must be done after you have completely removed all your belongings and vacated the property. A receipt from a professional carpet cleaning company must be provided to us when you turn in your keys.

Do not rent machines from a store or use home cleaning machines.

Only professional truck mount carpet cleaning is acceptable.

Be sure to have any spot treatments or pet treatments done as needed. If there is any Pet Odor after you have vacated the property you will be responsible for the cost to remove it. If you hire a carpet cleaner other than the ones we use, be sure they will guarantee their work to **MHN**'s standards and satisfaction. This is particularly true of grout, which is often overlooked by can hold many odors and become discolored. A good deep clean with rectify both these issues.

You may contact **MHN** for a list of carpet cleaning companies.

C. General Cleaning

OPTIONS FOR CLEANING THE HOME

Best Option: Prepay for professional home cleaners, carpet cleaners and pest (if required) withyour last month's rent. Relax, after you've removed your belongings and all trash/ debris/ dog droppings; you're done. WHEW WHO!

Next Best Option: Use vendors who guarantee their work to MHN standards. **(List provided upon receipt of 30-day notice)** Arrange first for the professional cleaning and then professional truck-mounted carpet cleaning. Make sure all your belongings are cleared out of the home before the cleaners come. **Pay vendors directly**. *Turn in paid invoices on or before the last day of your lease at the MHN Office or per social distancing instructions along with your keys and garage remotes.*

Not Recommended: Hire a cleaner that is not on the approved MHN providers list. (Tell them thisis a "make ready clean" and provide them our list of expectations given to you upon receipt of your 30 day noitce.) ***Failure to pass MHN Inspection will cause you to be charged for professional cleaners, plus a $100 make ready coordination fee.*** Unlike vendors we have a relationship with, we cannot send back the vendor you chose to fix the items they missed. We'll have to send one of our vendors and you'll pay for cleaning again.

Not Recommended: You do have the right to clean the home yourself. To help you, please reference the You do have the right to clean the home yourself. To help you, please reference the MHN cleaning expectations detailed on our website under the tenant tab or emailed to you upon receipt of your 30 day notice. ***Failure to pass MHN Inspection will cause you to be charged for professional cleaners, plus a $100 make ready coordination fee.*** You will still need to pay for the carpets to be professionally cleaned.

Leave the property clean throughout the interior and the yard. Accumulated dirt and grime is not normal "wear and tear."

- This includes: floors, windows (inside and out), window sills and door casings, mini-blinds, wipe out drawers, shelves, all appliances, sinks, toilets, bathtubs, showers, vanities, light fixtures, fireplaces, remove cobwebs inside and outside, etc.
- Pick up debris and animal feces in the yard and dispose properly.
- Close and lock all windows and doors (**but not the keyless deadbolts**)
- Cut the lawn, weed the flower beds, edge, trim the shrub, and sweep patios/decks and paths.
- Driveway and garage floor must be cleaned of any grease and oil stains.
- Gutters cleared of any dirt and leaves.
- Cooperate with all appointments to show the property.
- All utilities are to be left on until the end of your lease.
- Vacate and turn in **all** keys by the expiration date.

E. How do I Get My Security Deposit Back/ Not be charged by Alternative Security Deposit Insurance post move out?

Our greatest desire is to give you all your security deposit back or not charge your Alternative Security Deposit Insurance policy. You can control this by turning over the property on time, taking great care of the home during your residency, making sure that it is clean and free of debris, and by having the home and carpeting professionally cleaned after you have moved out or signing up for the MHN hassle free move out.

Be sure that you understand what your responsibilities are for cleaning and preparing the property for move-out. Please read our 'Move-out Guidelines' carefully. You can obtain a copy at *www.MHNproperties.com* under Tenant tab.

Photo reviews are only done after the tenant has vacated the property. We do not offer the option of accompanying the photographer at the property. They are not an MHN employee, they cannot tell you anything about the security deposit and after you have terminated your lease. You are no longer permuted back on the property.

Painting & Nails: Please remove all nails on walls. Do not fill holes caused by picture hangers, or touch up paint without approval. If you paint or fill holes and it does not match, you will be charged for all necessary repair and repainting.

The move-out inspection documents the current condition of the home and compares it to your move-in inspection report. We will then charge for any condition discrepancies not identified as existing, at move-in.

F. Responsibilities if You Had a Pet

MHN's '**Pet Addendum'** calls for some specific items that you must do at move-out if you had a pet:

1. Have the carpets professionally cleaned and deodorized. Have a receipt ready for **MHN** when you do your move-out inspection or you will be charged.
2. Have the carpets and yard professionally treated by a pest control company for flea removal. Even if you believe your pet did not have fleas, this is required as part of your pet addendum. Have the receipt ready for **MHN** at time of move-out or **MHN** will charge for this item.
3. Remove all evidence of the pet. Watch for food dishes, pet hair, leashes, pet waste, holes in the yard, damaged fence pickets, torn screens and repair any damage caused by the pet. Owners are particularly sensitive to pet damage, so we must also be.
4. Get rid of all pet related odors

Returning the Keys

Until your keys are received by **MHN**, you are considered to be in possession of the property. It is not enough to be moved out, you must also deliver the keys in order to turn over the property to **MHN** and end your tenancy. This step must be completed timely (by end date on your lease) to end your lease and avoid additional cost to you.

All furnishings must be removed, and all cleaning accomplished, before the keys are returned to **MHN**.

Residents are not permitted back on the property after vacating and turning over the keys.

What Happens if I Limit Agent Showings?

During the final days of your occupancy it is important that you continue to comply with your lease agreement, especially as it relates to making the property available to be previewed by prospective buyers or residents. If you attempt to limit or restrict access between 9:00 a.m. and 7:00 p.m. daily for showing, you will be in default of your lease and forfeit your security deposit.

What Happens if I am Not 'Out' on the Date Expected?

You must obtain an extension in writing from **MHN**, in order to remain in the property after the move-out date. Otherwise, this will be treated as a "holdover" and you will be responsible to the owner for three times the normal rent and legal damages per your lease agreement; which reads as follows:

"Resident will pay Landlord rent for the holdover period and indemnify landlord and prospective Resident for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand."

What Happens if My Deposit is Insufficient to Pay All I Owe?

You must make arrangements to settle up your account within 10 days of receiving the demand letter via email. Every effort will be made to give you time to pay what you owe. Unsettled accounts will be reported to the Credit Bureau and turned over to collection agencies for processing.

What Happens if I Accidentally Take the Garage Door Remotes?

If the remotes are missing at move-out, we will charge you for them. Because garage door remotes are expensive and some brands are hard to find, we will give you five days to return the remotes to our office. If we receive them within five days, we will take the charge off the move- out inspection.

Where will the Security Deposit Check be Mailed

The deposit will be mailed to the address that you give us in writing. If no address is given in writing, we will mail it to the property and rely on the postal system to forward it to you. If there are roommates, all names must appear on the check.

Why is There a Lockbox on My Door?

The lease gives us the right to market the property during the last 30 days of your stay. This will involve using a lockbox, for access, and placing a sign in the yard. Courtesy will always drive our showing procedure, and reaching you by phone will always be attempted prior to our arrival. If you resist this and try to prevent showings you will forfeit your security deposit, as described in the lease, so cooperate with us and we'll make the transition a smooth one.

In Closing

We reserve the right to make revisions, from time to time, without notice, in our 'Lease Rules and Regulations' and policies and procedures, due to changes in office operations, the 'Texas Property Code' or 'City Codes.' Violation of these guidelines will constitute a breach of the lease.

In any case, if a conflict appears between these guidelines and the TAR Lease Agreement, the conflict shall be resolved in favor of the TAR Lease Agreement.

If you have any questions regarding your lease, or concerns during your stay with **MHN**, please feel free to call or visit us at the office. We depend on and appreciate your business, and our staff will do their utmost to satisfactorily resolve any problems. Our goal is to always provide you with efficient, courteous service.

We will work hard during your residency to make it a pleasant one and look forward to a mutually satisfying relationship. Your cooperation is always appreciated.

Thank you for leasing from us.