



Stellar PROPERTIES

P.O. Box 292
 Belton, TX 76513
 (254) 933-8807

Date
07/01/2009

To:
Garcia, Jose & rose Marie 503 W. 14th Av Belton, TX 76513

		Amount Due	Amount Enc.
		\$1,315.00	
Date	Transaction	Amount	Balance
12/31/2007	Balance forward		0.00
02/19/2008	Due 10/01/2008. Earnest Deposit Charges	1,500.00	1,500.00
02/19/2008	PMT #227272.	-1,500.00	0.00
03/01/2008	Due 10/01/2008. Monthly Lease	1,175.00	1,175.00
03/03/2008	PMT	-1,175.00	0.00
04/01/2008	Due 10/01/2008. Monthly Lease	1,175.00	1,175.00
04/05/2008	PMT #20.	-1,175.00	0.00
04/15/2008	Due 10/01/2008. returned check plus fee	1,210.00	1,210.00
04/15/2008	PMT payment for returned check	-1,200.00	10.00
05/01/2008	Due 10/01/2008. Monthly Lease	1,175.00	1,185.00
05/05/2008	PMT	-1,175.00	10.00
06/01/2008	Due 10/01/2008. Monthly Lease	1,175.00	1,185.00
06/13/2008	PMT	-1,175.00	10.00
07/01/2008	Due 10/01/2008. Monthly Lease	1,175.00	1,185.00
07/07/2008	PMT #229301.	-1,175.00	10.00
08/01/2008	Due 10/01/2008. Monthly Lease	1,175.00	1,185.00
08/27/2008	Due 10/01/2008. Returned check fee	35.00	1,220.00
09/01/2008	Due 10/01/2008. Monthly Lease	1,175.00	2,395.00
10/01/2008	Due 10/01/2008. Monthly Lease	1,175.00	3,570.00
03/19/2009	PMT	-1,205.00	2,365.00
03/27/2009	Due 03/27/2009. Deposit Credit	-1,500.00	865.00
03/27/2009	Due 03/27/2009. Cleaning and repair charges	450.00	1,315.00

MAKE PAYMENTS BY MAIL TO:
Stellar PROPERTIES
BOX 292
BELTON, TX. 76513

OR IN PERSON TO:
Stellar PROPERTIES
413 DOWNING ST.
BELTON, TX. 76513

Amount Due
\$1,315.00

M.Rendon

From: mark@stellarhomes.us
Sent: Thursday, January 31, 2008 1:59 PM
To: mark@stellarhomes.us

Jan 31 08 01:57p Belton Middle School 2542152801 p. 1

Received on _____ (date) at _____ (time)



TEXAS ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE APPLICATION

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Each occupant and co-applicant 18 years or older must submit a separate application.

Property Address: _____

Anticipated Move-in Date: March Monthly Rent: \$ _____ Purchase Deposit: \$ _____

Applicant was referred to Landlord by:

Real estate agent _____ (name) _____ (phone)
 Newspaper Sign Internet Other _____

Applicant's name (first, middle, last) Rose Marie Garcia

Is there a co-applicant? Yes No If yes, co-applicant must submit a separate application.

Applicant's former last name (maiden or married) Jose Garcia

E-mail rosemarie.garcia@bisd.net Home Phone 254-295-3540

Work Phone 254-215-2800 Mobile/Pager _____

Emergency Contact Name & No.: Jose Garcia 254-295-3418

Soc. Sec. No. 453-31-8290 Driver License No. 12194215 in Tx (state)

Date of Birth 7-6-60 Height 5" Weight 175

Hair Color Blk Marital Status married Citizenship yes (country)

Name all other persons who will occupy the Property:

Name: Joe Joe Garcia Relationship: son Age: 14

Name: Mia Garcia Relationship: daughter Age: 11

Name: Lisa Calderon Relationship: daughter Age: 19

Name: _____ Relationship: _____ Age: _____

Applicant's Current Address: 503 W 14th Apt. No. _____

Belton Tx 76513 (city, state, zip)

Landlord's Name: Raymond Urisono

Landlord's Phones: 913-1868 (day) _____ (night) _____ (mobile)

Date Moved-In _____ Move-Out Date _____ Rent \$ _____

Reason for move: _____

Applicant's Previous Address: _____ Apt. No. _____

_____ (city, state, zip)

Previous Landlord's Name: _____

Landlord's Phones: _____ (day) _____ (night) _____ (mobile)

Date Moved-In _____ Date Moved-Out _____ Rent \$ _____

Reason for move: _____

Applicant's Current Employer: Belton Middle School

Address: 1704 Sparta Rd Belton Tx 76513 (street, city, state, zip)

Supervisor's Name: Mr. Peterka Phone: 254-215-2803 Fax: 254-215-2801

Start Date: 9-5-04 Gross Monthly Income: \$ 1200⁰⁰ Position: receptionist

Applicant's Previous Employer: _____

Address: _____ (street, city, state, zip)

Supervisor's Name: _____ Phone: _____ Fax: _____

Employed from _____ to _____ Gross Monthly Income: \$ _____ Position: _____

Describe other income Applicant wants considered: yes husband make 2500⁰⁰ a month works @ wilsonart. 254rs



TEXAS ASSOCIATION OF REALTORS®

**AUTHORIZATION TO RELEASE INFORMATION
RELATED TO A RESIDENTIAL LEASE APPLICANT**

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I, Rose Marie Garcia (Applicant), have submitted an application
to lease a property located at _____

(address, city, state, zip).

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and
- (5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain criminal background information about me.

Rose Marie Garcia
Applicant's Signature

1-31-08
Date

Jan 31 08 01:57p

Belton Middle School

2542152801

p. 3

Residential Lease Application concerning _____

Bank's Name and Phone at which Landlord may verify good funds for any rent, fee, or deposit: Scott White Credit Union

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License/State
<u>P.T. Van</u>	<u>2001</u>			
	<u>2002</u>			

List all pets to be kept on the Property (dogs, cats, birds, reptiles, fish, and other pets):

Type & Breed	Name	Color	Weight	Age	Gender	Neutered?	Declawed?	Rabies Shots Current?
						<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

	Yes	No	Explanation
Will any waterbeds or water-filled furniture be on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Does anyone who will occupy the Property smoke?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Will Applicant maintain renter's insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Applicant is in the military, is Applicant serving under orders limiting Applicant's stay to one year or less?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Has Applicant ever:			
been evicted?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
been asked to move out by a landlord?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
breached a lease or rental agreement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>I called head of time back</u>
filed for bankruptcy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>WE ARE FINISH 11/30/07</u>
lost property in a foreclosure?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
had any credit problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
been convicted of a crime?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is any occupant a registered sex offender?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Are there any criminal matters pending against any occupant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is there additional information Applicant wants considered?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Authorization & Representation: Applicant authorizes Landlord and Landlord's agent, at any time before, during, or after any tenancy, to: (1) obtain a copy of Applicant's credit report; (2) obtain a criminal background check related to Applicant and any occupant; and (3) verify any rental, employment, or criminal history or verify any other information related to this application with persons knowledgeable of such information. Applicant represents that the statements in this application are true and complete. Applicant understands that providing false or inaccurate information is grounds for rejection and a breach of any lease.

Notice: Unless agreed otherwise in writing, the Property remains on the market until a lease is signed and Landlord may continue to show the Property to other prospective tenants and accept another offer.

Fees: Applicant submits a non-refundable fee of \$none for processing and reviewing this application and (check only one box if applicable):

- (1) \$_____ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.
- (2) an Application Deposit of \$_____ in accordance with the attached Agreement for Application Deposit and Hold on Property (TAR No. 2009 or similar agreement).

Rose M Garcia
Applicant's Signature

1-31-08
Date

For Landlord's Use: On _____, _____ (name/initials) notified Applicant by phone mail fax in person that Applicant was approved not approved.



Stellar
PROPERTIES

PO Box 292, Belton, TX 76513 254.933.8807

\$1500 Cash

DEPOSIT RECEIPT

RECEIVED from TENANT(S) named below, the sum of _____ DOLLARS in the form of (cash, cashier's check, other): as a deposit which, upon acceptance of this lease by the LANDLORD, will be applied as follows:

Earnest Deposit (refundable)		\$ 1500
Prorated Rent		\$ 0
Pet Deposit		\$ 0
Amount due at signing		\$ 1500

RESIDENTIAL LEASE AGREEMENT

1. PARTIES: The parties to this agreement (Lease) are the owner of the Property, Stellar Homes, and Tenant, Jose & Rose Marie Garcia.

2. PROPERTY: Landlord leases to Tenant, that certain real property known as:
66 Goldenpoppy Loop
Morgan's Point, TX 76513

3. TERM: This Lease commences on March 1, 2008, and ends on March 31, 2009. *MM*

4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION: This lease will automatically renew on a month-to-month basis unless either party provides the other party written notice of termination at least thirty (30) days before the Termination Date or the end of any renewal period. If this Lease is automatically renewed on a month-to-month basis, either party may terminate the renewal of this Lease by providing written notice to the other party and the renewal will terminate on the last day of the month in which the notice is given if notice is given on the first day of the month. If the notice is given on a day other than the first day of the month, the renewal will terminate on the last day of the month following the month in which the notice is given.

5. RENT:

- A. Monthly Rent: Tenant will pay monthly rent in the amount of \$1175 for each full month during this Lease. The first full month's rent is due and payable no later than commencement date. Thereafter, Tenant will pay the monthly rent on or before the fourth day of each month during this Lease. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.
- B. Prorated Rent: \$0
- C. Place of Payment: Tenant will make all payments to:
Stellar Properties (make checks payable to "Stellar")
PO BOX 292
413 Downing
Belton, TX 76513
or at such other place as Landlord may designate from time to time in writing.
- D. Method of Payment: Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by this Lease. Time is of the essence for the payment of rent (strict compliance with rental due dates is required). Tenant must pay all rent by check, money order, cashier's check, or other means acceptable to Landlord. By providing written notice to Tenant, Landlord may require Tenant to pay the amounts due under this Lease by certified funds.
- E. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (such as pool or tennis courts).
- F. Rent Increases: There will be no rent increases through the Termination Date. If this Lease is not renewed at Termination, the month-to-month rent shall automatically increase to \$1245 per month and becomes effective the first month following the Termination Date. However, Landlord may opt to extend lease agreement on a monthly basis after Termination with no rent increase. This option may be exercised at Tenants request within 30 days from Termination, as consented by Landlord.

Initials Tenant RMG JG

Landlord [Signature]

6. LATE CHARGES: If Tenant fails to pay any month's rent by due date, Tenant will pay Landlord an initial late charge of \$50 plus additional late charges of \$15 per day thereafter until rent is paid in full. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely payment of rent (including reporting late payments to consumer reporting agencies).

7. RETURNED CHECKS: Tenant will pay \$35 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment.

8. APPLICATION OF FUNDS: Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent regardless of any notations on a check.

9. PETS: Tenant is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized pet and for all costs Landlord may incur in removing or causing any unauthorized pet to be removed. Pet Deposit is forfeited if Purchase Option is not taken. The Pet Deposit is \$300.

10. DELAY OF OCCUPANCY: If Tenant is unable to occupy the Property on the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Landlord will not be liable to Tenant for such delay and this Lease will remain enforceable. If Tenant is unable to occupy the Property after the fifth (5th) day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this Lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. These conditions do not apply to any delay in occupancy caused by cleaning or repairs.

11. EARNEST DEPOSIT:

A. Upon execution of this Lease, Tenant will pay an Earnest Deposit to Landlord in the amount of \$1500. "Earnest Deposit" has the meaning assigned to that amount held by Landlord to hold house for lease by Tenant. No interest will be paid to Tenant on the Earnest Deposit. Landlord may place the Earnest Deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative.

Notice: §92.108 of the Texas Property Code provides that Tenant may not withhold payment of any portion of the last month's rent on grounds that the Earnest Deposit is security for unpaid rent. Bad faith violations of §92.108 may subject Tenant to liability up to three times the rent wrongfully withheld and the Landlord's reasonable attorney's fees.

B. Deductions:

(1) Landlord may deduct reasonable charges from the Earnest Deposit for:

- (a) unpaid or accelerated rent;
- (b) late charges;
- (c) unpaid utilities;
- (d) costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- (e) pet violation charges;
- (f) replacing unreturned keys, garage door openers or other security devices;
- (g) the removal of unauthorized locks or fixtures installed by Tenant;
- (h) insufficient light bulbs;
- (i) packing, removing, and storing abandoned property;
- (j) removing abandoned or illegally parked vehicles;
- (k) costs of reletting, if Tenant is in default;
- (l) attorney fees and costs of court incurred in any proceeding against Tenant;
- (m) any fee due for early removal of an authorized keybox; and
- (n) other items tenant is responsible to pay under this Lease.

(2) If deductions exceed the Earnest Deposit, Tenant will pay to Landlord the excess within ten (10) days after Landlord makes written demand. The Earnest Deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

12. UTILITIES: Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, and cable television) except the following which will be paid by Landlord: NONE. Unless provided by Landlord Tenant must, at a minimum, keep the following utilities on (if available) at all times this Lease is in effect: gas; electricity; water; wastewater; and garbage services. If Tenant fails to do so, Tenant will be in default.

13. USE AND OCCUPANCY:

A. Occupant: Tenant may use the Property as a private dwelling only. If Tenant fails to occupy and take possession of the Property within five (5) days of the Commencement Date, Tenant will be in default. The only persons Tenant may permit to reside in the Property during the term of this Lease will be (include names of all occupants):

Joe

Mia

Lisa Calderon

Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home or work) no later than five (5) days of any change. Tenant must comply with any owners' association rules or restrictive

Initials

Tenant

Rm 2/20/21

Landlord

[Signature]

covenants affecting the Property. Tenant will pay any fines or other charges assessed against Tenant or Landlord for violations by Tenant of any owners' association rule or restrictive covenant.

B. Prohibitions: Tenant may not permit any part of the Property to be used for:

- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
- (2) the repair of any vehicle;
- (3) any business of any type, including child care;
- (4) any activity which violates any applicable owners' association rule or restrictive covenant;
- (5) any illegal or unlawful activity; or
- (6) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Property.

C. Guests: Tenant may not permit any guest to stay on or in the Property longer than the lesser of:

- (1) the amount of time permitted by any owners' association rule or restrictive covenant; or
- (2) 10 days without Landlord's written permission.

14. VEHICLES: Tenant may not permit more than TWO vehicles (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats) on the Property unless authorized by Landlord in writing. Tenant may not park any vehicles in the yard. Tenant may not store any vehicles on or adjacent to the Property or on the street in front of the Property. Landlord may tow, at Tenant's expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.

15. ACCESS BY LANDLORD: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. If Tenant fails to permit reasonable access under this paragraph, Tenant will be in default. Landlord or anyone authorized by Landlord may enter the Property by reasonable means at reasonable times without notice to:

- A. inspect the Property for condition;
- B. make repairs;
- C. show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. exercise a contractual or statutory lien;
- E. leave written notices; or
- F. seize nonexempt property after default.

16. MOVE-IN CONDITION: Tenant has inspected and accepts the Property AS IS except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted otherwise in this Lease. Landlord has made no express or implied warranties as to the condition of the Property and no agreements have been made regarding future repairs unless specified in this Lease. Tenant will complete an Inventory and Condition Form, noting any defects or damages to the Property, and deliver it to Landlord within 48 hours after the Commencement Date. Tenant's failure to timely deliver the Inventory and Condition Form will be deemed as Tenant's acceptance of the Property in a clean and good condition. **The Inventory and Condition Form is not a request for maintenance or repairs. Tenant must direct all requests for repairs in compliance with paragraph 19.**

17. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY: Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property or belongings. If Tenant leaves any personal property or belongings in the Property after Tenant surrenders possession of the Property, all such personal property or belongings will be forfeited to and become the property of Landlord. "Surrender" means vacating the Property and returning all keys and access devices to Landlord.

18. PROPERTY MAINTENANCE:

A. Tenant's General Responsibilities: Tenant, at Tenant's expense must:

- (1) Maintain SEPTIC system in good working order;
- (2) keep the Property clean and sanitary; promptly dispose of all garbage in appropriate receptacles;
- (3) supply and change heating and air conditioning filters at least once a month;
- (4) supply and replace light bulbs and smoke detector batteries;
- (5) promptly eliminate any dangerous condition on the Property caused by Tenant or Tenant's guests;
- (6) take precautions to prevent broken water pipes due to freezing;
- (7) replace any lost or misplaced keys;
- (8) pay any periodic, preventive, or additional extermination costs desired by Tenant; and
- (9) promptly notify Landlord of all needed repairs.

B. Yard Maintenance: Tenant is responsible for all yard maintenance and will use reasonable diligence in maintaining the yard. "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association. "Yard maintenance" means such things as, but is not limited to mowing, fertilizing, trimming, and control of yard pests. Landlord, at Landlord's discretion, will be responsible for treatment wood-destroying insects, if any. If Landlord maintains the yard, Tenant will permit Landlord and Landlord's contractors reasonable access to all parts of the yard and will remove any pet from the yard at appropriate times. Tenant will water the yard at reasonable and appropriate times.

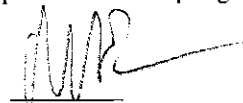
C. Plumbing: All plumbing maintenance will be responsibility of Tenant except as identified in paragraph 19.B.2.

Initials

Tenant

Rm 21 2024

Landlord



D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may NOT:

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- (4) permit any water furniture on the Property;
- (5) install new or additional telephone or television cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) replace or remove carpet, paint, or wallpaper;
- (7) install or change any fixture;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (9) dispose of any environmentally detrimental substance (e.g., motor oil or radiator fluid) on the Property;
- (10) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Property or Tenant's interest in this Lease.

19. REPAIRS:

A. Repairs to be Paid by Tenant: Tenant will pay Landlord or any repairman Landlord directs Tenant to pay the cost to repair:

- (1) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant;
- (2) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the property (SEPTIC system included);
- (3) damage to doors, windows, or screens;
- (4) damage from windows or doors left open.
- (5) minor repairs amounting to \$50 or less per occurrence.

B. Repairs to be Paid by Landlord: Landlord will pay the cost to repair:

- (1) a condition caused by the Landlord or the negligence of the Landlord;
- (2) wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment; and
- (3) a condition that is not Tenant's obligation to pay under paragraph 20A and that adversely affects the health or safety of an ordinary tenant.

C. All other repairs: Except for repairs under paragraphs 20A, 20B, and 20C, Tenant will pay Landlord or any repairman Landlord directs Tenant to pay, the first of the cost to repair any condition in need of repair, and Landlord will pay the remainder.

D. Repair Requests and Completion of Repairs: Subchapter B of Chapter 92 of the Texas Property Code governs the rights and obligations of the parties regarding repairs. All requests for repairs must be in writing and delivered to Landlord. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of repairmen, will be at Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to promptly reimburse Landlord any repair costs that Tenant is obligated to pay, Tenant will be in default. If Tenant is delinquent in rent at the time the repair notices are given, Landlord is not obligated to make the repairs.

F. Trip Charges: If Landlord or a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges incurred.

20. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

A. Subchapter D of Chapter 92 of the Texas Property Code requires the Property to be equipped with certain types of locks and security devices and will govern the rights and obligations of the parties regarding security devices. "Security device" has the meaning assigned to that term in §92.151 of the Texas Property Code. **All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

B. If required by Subchapter D of Chapter 92 of the Texas Property Code, Landlord has rekeyed the security devices on the Property since the date the last tenant vacated the Property or will rekey the security devices no later than seven (7) days after Tenant moves into the Property.

21. SMOKE DETECTORS: Subchapter F of Chapter 92 of the Texas Property Code requires the Property to be equipped with smoke detectors in certain locations and will govern the rights and obligations of the parties regarding smoke detectors. Requests for additional installation, inspection, or repair of smoke detectors must be in writing. Disconnecting or intentionally damaging a smoke detector or removing a battery without

Initials

Tenant

Rms Jost

Landlord

[Signature]

immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611 of the Texas Property Code.

22. LIABILITY: Unless caused by Landlord's negligence, Landlord is NOT responsible to Tenant, Tenant's guests, family, or occupants 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 Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by the negligence or by the improper use by Tenant, Tenant's guests, family, or occupants. **NOTICE: Tenant should secure Tenant's own insurance coverage for protection against such liabilities and losses.**

23. DEFAULT AND ACCELERATION OF RENTS: If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to timely pay all rents due under this Lease or otherwise fails to comply with this Lease, for any reason, Tenant will be in default and Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least three (3) days written notice. Notice may be by any means permitted by §24.005 of the Texas Property Code (such as mail, personal delivery, affixing notice to inside of main door). If Tenant breaches this Lease, all rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly. Unpaid rent and unpaid damages are reportable to credit reporting agencies. If Tenant breaches this Lease, Tenant will be liable for:

- A. any lost rent;
- B. Landlord's cost of reletting the Property including brokerage fees, advertising fees, and other fees necessary to relet the Property;
- C. repairs to the Property for use beyond normal wear and tear;
- D. all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
- E. all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges; and
- F. any other recovery to which Landlord may be entitled by law.

24. ABANDONMENT: If Tenant abandons the Property, Tenant will be in default. "Abandon" means Tenant fails to comply with any provision of this Lease and is absent from the Property for five (5) consecutive days.

25. HOLDOVER: If Tenant fails to vacate the Property on or before the Termination Date of this Lease or at the end of any renewal period, Tenant will pay rent for the holdover period and indemnify Landlord and/or prospective tenants for damages, including lost rent, lodging expenses, and attorneys' fees. In the event of holdover, Landlord at Landlord's option may extend this Lease up to one month by notifying Tenant, in writing. Rent for any holdover period will be two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

26. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C of Chapter 54 of the Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045 of the Texas Property Code.

27. ASSIGNMENT AND SUBLETTING: Tenant may not assign or sublet the Property without Landlord's written consent. An assignment or subletting of the Property without Landlord's written consent is voidable by Landlord. Under no circumstances will Tenant be released from Tenant's obligations in this Lease by virtue of an assignment or sublease.

28. SUBORDINATION: This Lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:

- A. any lien or encumbrance now or hereafter placed on the Property by Landlord;
- B. all advances made under any such lien or encumbrance;
- C. the interest payable on any such lien or encumbrance;
- D. any and all renewals and extensions of any such lien or encumbrance;
- E. any restrictive covenant; and
- F. the rights of any owners' association affecting the Property.

NOTICE: Landlord hereby declares at date of this contract that there are no delinquent payments of any lien against the Property and that the Property is not posted for foreclosure.

29. CASUALTY LOSS OR CONDEMNATION: Section 92.054 of the Texas Property Code governs the rights and obligations of the parties regarding any casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be the sole property of Landlord. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

30. MILITARY: If Tenant is or becomes a member of the Armed Forces on active duty and receives change of station orders to leave the county in which the Property is located and Tenant is not in default of this Lease, Tenant may terminate this Lease by giving Landlord thirty (30) days written notice and a certified copy of the military orders. Military orders authorizing base housing do not constitute grounds for termination unless specifically waived.

31. SPECIAL PROVISIONS: none

32. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, and all other costs of litigation from the nonprevailing party.

Initials

Tenant

Rm & Jost

Landlord

[Signature]

33. REPRESENTATIONS: Tenant's statements in this Lease and any Application for Rental are material representations relied upon by Landlord. Each party signing this Lease states that he or she is of legal age to enter into a binding contract. If Tenant makes any misrepresentation in this Lease or in any Application for Rental, Tenant is in default.

34. ADDENDA: Incorporated into this Lease are the following addenda or other information: NONE

35. AGREEMENT OF PARTIES:

A. Entire Agreement: This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its renewal, or its termination is binding on all Tenants executing this Lease.

D. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.

E. Severable Clauses: Should any clause in this Lease be found invalid or unenforceable by a court of law, the remainder of this Lease will not be affected and all other provisions of this Lease will remain valid and enforceable.

F. Waiver: Landlord's past delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed to be a waiver of any other breach by Tenant or any other term, condition, or covenant in this Lease.

36. NOTICES: All notices under this Lease must be delivered to Tenant at the Property address and to Landlord or Landlord's representative at the address specified in paragraph 5(c).

37. SMOKING NOT PERMITTED ON PREMISES: Tenants expressly agree to refrain from smoking inside premises. Violation may result in forfeiture of any benefits and termination of this contract.

38. PURCHASE OPTION: Landlord hereby agrees to apply the smaller amount of 10% of rents received or \$1480 towards the purchase price of any home available for sale by Stellar Homes or Stellar Properties. Said amount may alternately be applied towards the contract price of any home contracted to be built by Stellar. Contract to buy or build must be made between Tenant and Stellar Homes any time prior to 4 months past the Effective Termination date of this Lease. All credits under this paragraph will be applied when warranty deed transfer is consummated between Tenant and Stellar Homes. Upon completion of the Purchase Option, if elected, this Lease shall be considered terminated.

The terms of this Lease are negotiable among the parties. This is intended to be a legal agreement binding upon final acceptance. If you do not understand the effect of this Lease, consult your attorney before signing.

Landlord [Signature] Date 2/16/08

Tenant Ron m Garcia Date 2-16-08

Tenant Jose O. Garcia Date 2-16-8

Initials Tenant RmG JGG Landlord _____

933-5184

CAUSE # 11-2009-S-0003987

FILED

APR 21 2009

JUSTICE OF THE PEACE, PRE. 1
BELL COUNTY, TEXAS

PLAINTIFF: Mark Rendon,
ADDRESS: Box 292, 413 Downing
Belton, TX 76513
254-718-3928

VS DEFENDANT: Joe (Jose) Garcia
ADDRESS: 503 W. 14th Av
Belton, TX 76513

Suc Petition for ~~Hearing for~~ DEFAULT JUDGMENT *MR*

To the Honorable Judge of said court:

Now comes the above named PLAINTIFF complaining of the above named defendant and for cause of action would show the court as follows:

- I. Plaintiff does business in Bell County, Texas. And that DEFENDANT resides in Bell County, Texas and may be served with process at the address of: **Joe Garcia**
503 W. 14th Av
Belton, TX 76513
- II. That the DEFENDANT is indebted to the PLAINTIFF in the sum of \$1315.00 based on the following facts:
 - 1. DEFENDANT and Plaintiff entered residential lease agreement whereby DEFENDANT would pay rent and maintain home in good working condition.
 - 2. DEFENDANT departed leased premises with unpaid bills and specific damages above and beyond normal wear-and-tear to the home, which Plaintiff paid to correct.
 - 3. Defendant was duly notified and has been given ample time to make restitution.
- III. That the Defendant has made no attempt to pay or to make workable payment arrangements.

Wherefore, premises considered, the PLAINTIFF herein requests of the court a hearing date for DEFAULT JUDGMENT against DEFENDANT.

MR

Mark Rendon, Plaintiff

Sworn to and subscribed on the 21st day of April, 2009



Amanda Greger