

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident, at or near the resident premises:

- 1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Federal Controlled Substance Act [21 U.S.C. 802]).
- 2. Shall not engage in any act intended to facilitate criminal activity.
- 3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
- 4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Texas Health and Safety Code Chapter 481 Texas Controlled Substances Act, at any locations, whether on or near the dwelling unit premises.
- 5. Shall not engage in any illegal activity, including, but not limited to prostitution as defined in Texas Penal Code Chapter 43 Public Indecency, criminal street gang activity or engaging in organized criminal activity as defined in Texas Penal Code Chapter 71 Organized Crime, threatening, intimidating, or committing assault as prohibited in Texas Penal Code Chapter 22 Assaultive Offenses, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.
- 6. <u>VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE RIGHT OF POSSESSION</u>. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that <u>a single violation shall be good cause for immediate termination of the right of possession</u>. Unless otherwise provided by law, <u>proof of violation shall not require a criminal conviction</u>, but shall be by a preponderance of the evidence.
- 7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
- 8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Resident.

Resident Signature	Date
Resident Signature	Date
Property Manager's Signature	Date
Name of Property	

10/01