



EMERGENCY POST-DISASTER/POST-CATASTROPHE NOTICE TO OUR RESIDENTS

As you know, some of our dwelling units were flooded or damaged on April 18 and 19th, 2016. Your unit may have experienced flooding or other damage. We regret for all our sakes that this event occurred. It is something that none of us would normally have anticipated.

Quick action. For public health reasons and protection of your personal property and the dwelling unit, it is imperative that you make sure that your personal items (clothing, furniture, etc.) that were soaked by water are thoroughly dried. This will minimize the damage to them and prevent potential mold growth. *Mold can begin to grow rapidly on some types of wet items and can create health hazards and cause significant damage to personal property and the building itself* if the moisture is not removed soon. We are working as quickly as possible to: (1) dry out any carpets that were water soaked; (2) dry or remove any wet insulation or sheet rock; and (3) repair other structural damage.

Dumpsters and landfill directions. It may be impossible for us to provide Dumpsters for use in disposing of everyone's ruined items, so please make arrangements for them to be hauled away if necessary. Watch for possible city-sponsored haul-away announcements. Upon request, we can provide you with written directions to the nearest public landfill.

Your rights and obligations under the TAA Lease Contract and habitability statute. Paragraph 25 of your TAA Lease Contract requires you to use customary diligence in maintaining your dwelling. This means you need to make reasonable efforts to make sure that any of your items which may have become wet are dried out, or removed from your unit as soon as possible, so as not to present an odor, mold or health hazard to you or neighboring residents and occupants. **FAILURE TO COMPLY MAY RESULT IN THE TENANT BEING HELD RESPONSIBLE FOR PAYMENT OF RESULTING DAMAGES.** Under paragraph 31, you have the right to terminate the lease under certain limited conditions and by following certain procedures—if we have violated the lease or habitability statute requirements regarding repair commencement within a reasonable period of time.

Our rights and responsibilities under the TAA Lease Contract and habitability statute. We as owners have a duty to repair, within a reasonable time, any condition that may materially affect the physical health or safety of an ordinary resident. If there is a toilet or sewer line not working or if there is standing water in your dwelling, please give written notice to the on site management office as soon as possible.

We are not liable to residents or occupants for personal injury or property damage from flooding. Under the Texas Property Code and under the TAA Lease Contract, we have a reasonable amount of time to make the necessary repairs to the flood-damaged units. The lease states that rent will not abate in whole or in part during this time. Property ownership may elect to do some rental concessions whole or in part and will notify residents in writing if needed. This is in accordance with Section 92.054(c) of the Texas Property Code and paragraph 26 of your TAA Lease Contract. We regret the inconvenience which may be caused, but this situation is similar to owning a home and having it damaged—your mortgage payment would continue and you would still be inconvenienced by a lack of carpet pending replacement, the presence of repair personnel, and other similar hassles until the repairs can be completed.

Contact your insurance carrier. Please contact your insurance agent about any losses you may have incurred. Your policy may or may not cover flood damage. Paragraph 8 of your TAA Lease Contract states:

Please keep in contact with us. Please notify us in writing of any condition which may materially affect your health or safety. Again, we regret this unfortunate circumstance, and we will try to work with you and all our other residents to make the clean-up and repair process as quick and easy as possible under the circumstances.

Sincerely, *Austin Management Group, Inc.*