

**PILKENTON REAL ESTATE Management**  
**Landlord Rules & Regulations**  
**Tenant Handbook**  
**August 23, 2010**

Welcome to your new residence. We're glad you are here and hope your move goes smoothly. If there is anything we have overlooked in making your new residence ready for you, please bring it to our attention. If there is anything we can help you with, just let us know. Thank you for leasing with us.

These policies and procedures are not meant to replace any addendum that may be a part of your lease. The following information was prepared to answer common questions. Much of the information is included in your lease but is being mentioned again to avoid misunderstandings. Sometimes the lease deals with these matters in greater detail, and the lease always controls. These policies and procedures are the "rules" for purposes of paragraph 18 of your TAA lease and paragraph 13 of your TAR lease. They apply to you, your guests and any one living with you, temporarily or permanently.

**CERTIFIED FUNDS are required for original deposits and rent!**

**OFFICE HOURS**

Monday - Friday: 9 a.m. to 5 p.m.  
Phone number: 972-542-2822  
After hours: Please leave a message at the above number and your call  
will be returned the next business day.

**EMERGENCY NUMBERS**

Emergency numbers: Fire, Police, Sheriff and EMS: 911

**Our after hours emergency (ONLY) number: 972-229-1130 / PAGER**  
**Put in your number**  
**Someone will call you back as soon as possible**

Please report all gas and/or water leaks, fires and injuries to the management AFTER you have called the appropriate emergency service.

## **RENT PAYMENTS**

Rent is due on the 1st day of each month. No personal checks will be accepted after the 1<sup>st</sup> day of the month. *Rent is considered to be late on the 2nd and each day after that.* An initial late fee of (approx.) 5% can be applied to any rent paid after the **2nd** day of each month, plus a late charge of (approx.) \$10 per day for each day the rent is not paid with a maximum of 15 days. **These late fees will be enforced. Tenant may be given a 30-day notice to move after tenant pays late 2 times.** Any checks returned for insufficient funds will be assessed an additional \$25.00 returned check charge. IN ADDITION, late fees will be charged up to the time acceptable payment has been received by the manager, but shall not exceed the maximum amount as set fourth in the lease. **After one NSF check, all future rent payments must be paid via money order or cashier / certified check.**

To avoid a late charge if rent is mailed, manager must RECEIVE the rent by the 1st day of the month. Holidays or weekends do not change due date. Mailing the rent on the 1st of the month will not avoid the late charges. If records show continued payments made after the 1st day of each month, this will reflect your payments to be late on your record and lease renewal may not be approved.

**Payments after the 1<sup>st</sup> MUST be by Certified Check, Bank Check or Money Order.**

**If required to pre-pay last month's rent, it will be applied to the last 30 days of lease unless otherwise agreed, in writing.**

**Receipts will be given for rent payments Monday - Friday, 9 am - 5 pm (if requested). Come in the main door into lobby, enter the 1<sup>st</sup> door to the left then the 1<sup>st</sup> office to the left. Payments may be dropped off (in envelope) 24 hours a day into "mail drop" at the right of the main door, behind the column. Payments must be check or money order / NO CASH. This box may also be used to drop of keys when moving out. Please place them in an envelope with your name address.**

## **SECURITY DEPOSITS**

The security deposit for the dwelling is based on size:

- \$200.00 for a 1 bedroom apartment
- \$300.00 for a 2 bedroom apartment
- \$400.00 for a 3 bedroom apartment
- Equal to one month's rent for a house

Residents may divide the payment of the deposit between themselves, but legally, the deposit is for the dwelling unit. If one roommate moves out before the other, no prorated refund would be made until the lease or renewal term is completed and the dwelling is totally vacant.

## **FAIR HOUSING**

It is the intent of the owner to fully comply with all fair housing laws. If any policies are in conflict with those laws, the fair housing laws shall apply.

## **MOVE-IN INVENTORY SHEET**

This form must be signed and returned within 3 days after moving in; otherwise, everything is assumed to be in satisfactory and good working condition. We like to take care of all initial maintenance problems at the same time and do not want to send a repairman out for a few items at a time. Please provide specific details regarding needed repairs

## UTILITY PHONE NUMBERS

### GAS COMPANIES

Automatic Gas	800-435-7427
CoServe Gas	800-274-4014
Atmos Gas	800-460-3030

### ELECTRIC COMPANIES

Caprock Electric	800-545-4513
CoServ Electric	800-274-4014
Denton Electric	972-377-3405
Fannin Co Electric	903-583-2117
Grayson Electric	800-967-5235
Grayson Collin Elect.	903-482-5231
First Choice Power	866-469-2464
TXU Electric	800-242-9113

### TRASH PICK-UP

Bradshaw Trash	972-924-3014
McKinney Trash	972-562-9844
Robert's Trash	972-736-2541
Smith Waste	817-565-9402

### MISC NUMBERS

TimeWerner Cable	972-445-5555
Hartland Cable	800/880-0292
Verizon Telephone	800/443-0181
AT&T Telephone	800-464-7928

*(See other companies available in the McKinney telephone book)*

### WATER COMPANIES

Allen Water	972-727-0180
Anna Water	972-924-3325
Caddo-Basin Water	903-527-3504
Culleoka Water	972-736-2592
Danville Water	972-562-5925
Desert Water	903-815-2813
Frisco Water	972-335-5575
Gunter Rural Water	972-382-3222
McKinney Water	972-547-7550
Milligan Water	972-542-1143
North Collin Water	972-837-2331
Plano Water	972-461-7105
Princeton Water	972-736-2711
S. Grayson Water	903-482-6231
Wylie Water	972-442-8130

### CITIES

City of Allen	972-727-0100
City of Anna	972-924-2409
City of Frisco	972-335-5559
City of McKinney	972-542-2675
City of Melissa	972-838-2031
City of Plano	972-941-7000
City of Princeton	972-738-2416
City of Van Alstyne	903-482-5426
City of Wylie	972-429-8662

### POST OFFICES

Allen/McKinney	
/Plano/Wylie	800-275-8777
Princeton	972-734-2521
Van Alstyne	903-482-5221

## **INSURANCE**

Insurance coverage maintained by the owner does not protect you from loss of personal property by fire, theft, water damage, etc. You are advised that you should obtain a policy of household contents insurance protecting your household goods and personal property.

## **RULES AND SECURITY POLICIES**

Residents and all occupants, including children, adults and visitors, must comply with all rules regarding use of dwellings and common areas--particularly those related to security. The rules are contained in the lease, in some cases, in separate rules attached to the lease.

Owner does not promise, warrant or guarantee the safety or security of residents, occupants or their personal property against the criminal actions of other residents or third parties. Each resident and occupant has the responsibility to protect himself or herself and to maintain insurance to protect his or her belongings. Residents should contact an insurance agent to arrange appropriate fire and theft insurance for their personal property. In these policies and procedures, "Owner" may include the property owner and all managing agents.

No security system, patrol or electronic security device can provide protection against crime at every location at every moment of the day or night. All security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, residents and occupants should not rely on such systems and should always protect themselves and their property as if no security systems exist. Residents and occupants should make no other assumptions regarding security. The best measures are those precautions that can be performed as a matter of common sense and habit.

If security systems, security devices or walk-through/drive-through services are utilized at the residence, no representation is made that they will prevent injury, theft or vandalism. Companies or individuals walking or driving the residence on behalf of the owner are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals or to prevent crime than the ordinary citizen. Therefore, owner does not warrant that any security systems, security devices, services or persons at the residence will discourage or deter breaches of security, intrusions, thefts or incidents of violent crime.

Owner reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time and such action shall not be a breach of any obligation or warranty on the part of owner. "Neighborhood Crime Watch" signs, if any, do not imply safety or security.

If controlled access gates, or intrusion alarms are provided, residents will be furnished written operating instructions and it is residents' and occupants' responsibility to read them and to bring any questions to the attention of owner. It is residents' and occupants' responsibility to promptly notify owner in writing of any known problems, defect, malfunction or failure of door locks, window latches, lighting, controlled-access gates, intrusion alarms and other security-related devices. Each resident and occupant must report to owner any crime that he or she is aware of and that occurs in resident's dwelling or in common areas near resident's dwelling. If resident's dwelling is equipped with an intrusion alarm, resident is responsible for all fines and other charges resulting from or attributable to the alarm, including false alarm charges.

Protecting residents, their families, occupants, guests and invites from crime are the sole responsibility of residents, occupants and law enforcement agencies. Residents should call the police or 911 first if a crime occurs or is suspected. Residents and occupants are required to promptly report to owner in writing any locks, latches, lighting, overgrown shrubbery, fences, gates, intrusion alarm and other security-related devices that they believe are in need of repair or improvement.

The owner of this property and its authorized property manager do not promise or warrant that the Owner will be aware of crime that happens in the area or even on the property. Management tries to notify the residents when we become aware of a serious crime that has occurred by mailing you a notice or attaching

the notice to the outside of your door. Copies of these notices are also kept in the management office. The notices are available in the office for your review at any time during business hours. You may either call or come into the office and review these records (if any).

### **LOCKS**

Use the existing locks provided. **You must not change or alter existing locks.** (This includes adding locks). If you want your locks changed or want an additional new lock, you must request this from us in writing and pay us in advance for the full cost (parts and labor). If your locks do not work properly, notify us in writing immediately. We will not charge you for installing security devices that are missing but required by state statute.

If we make a trip to unlock your dwelling for you because someone has forgotten or lost their key, you will be charged \$50.00 per trip.

### **YOUR RESPONSIBILITIES**

All persons listed on your lease as occupants, as well as your guests, are your responsibility. You will be held responsible for the cost and/or replacement of any damages as a result of activities of you or your occupants, family and guests. It is difficult to control trash, noise, etc. without the cooperation of all residents. All occupants under the age of 18 are to be supervised by you or someone over 18 years of age, at all times. This policy is for the health and safety of all residents.

### **GUESTS**

You are responsible for your guests' actions and activities. While they are visiting, your guests are subject to the same Policies and Procedures that apply to you. Guests who in our reasonable judgment have been disturbing the peace, disturbing other residents or violating policies may be required to leave the property.

### **OCCUPANTS**

A child under 12 months of age at the time of move-in or lease renewal will not be counted in determining the numbers of persons living in a bedroom. **Limit of 2 persons per bedroom.** No more than one non-family member permitted. Each roommate must qualify for one half of the monthly rent. Each roommate must submit a separate application and be 18 years old or older. Two families may live in the same unit with one other single parent with children. Each parent must qualify for at least one half of the monthly rent.

### **ILLEGAL ACTIVITIES**

Any illegal and/or criminal activities whatsoever observed at or within your dwelling will be reported immediately to the proper authorities. We do not tolerate the use or distribution of illegal drugs, and we cooperate totally with local authorities in order to prohibit their use and to assist in the arrest and conviction of those persons who are guilty of such illegal and/or criminal activities. Your lease allows us to immediately terminate your right of occupancy for drug use and/or activity.

## **INTERIOR**

- No wallpaper or sticking shelf/drawer paper.
- No stick-up air freshener, stick-up hooks or double side tape.  
REASON: As these items age, styles and colors change, it is almost impossible to remove them. Removal causes damage to walls and doors. (If these are already in your residence, this does not apply). Please note them on your Move-In Inventory Sheet.
- Please be very careful on second floor residences because the noise can be very disturbing to those on the first floor level (especially when using stairs).
- Be cautious with noise when your windows are open. It is surprising how noise carries.
- Keep noise to a minimum, especially after 10:00 p.m.

**Manager will not be responsible for cleaning of carpet or drapes.** Cleaning of carpet and drapes is an expense to the resident, and must be approved by the manager.

## **EXTERIOR**

- No items are to be placed outside your residence to dry.
- No wind chimes or other things that will blow and make noise are allowed.
- Please do not walk a path into the grass. This does not mean children cannot play on the grass, but do not damage the grass.
- Thank you for picking up any trash you see. This will help keep the property clean. If trash pick up is required, the cost may be passed on to the resident.
- Keep noise to a minimum, especially after 10:00 p.m.
- Porch furniture must be in good condition and colors to compliment the building.
- Outside doormats should be colors to compliment the building, clean and in good condition with ragged edges trimmed. Mats should be heavy enough to withstand wind without bricks to weigh them down.
- No toys or cycles or other storage items of porches or patios.
- NO ALCOHOLIC BEVERAGES TO BE CONSUMED ON THE PROPERTY, except inside residence.

## **DECORATING**

Your residence is designed so that, whatever your decorating taste, you can personalize it. You may hang pictures on walls, but you may only use picture hangers with small nails for this purpose. Do not use adhesive since they will damage wall surfaces. No modification to the walls (such as painting, drilling holes, adding wallpaper, etc.) may be made without prior written approval from us. Plant lovers, must use some type of container under your plants to protect the carpet against water stains and mildew, since you are liable for this type of carpet damage.

## **PLANTS**

If you put live plants on windowsills, moisture may damage drapes or paint. Resident will be responsible for any damages. Plants may be placed on porches. Make certain all pots are complimentary to the building are building colors and that plants are in healthy condition.

- No plants or other items are to be hung outside.
- All plants must be in drip trays, to catch all water.
- No dead or dying plants on porches.
- No empty plant containers on porches or shrub beds.

## **BALCONIES, PATIOS AND PORCHES**

Keep your balcony, patio and porch neat and free of bicycles, mops, brooms, drying towels, trash, articles of clothing, etc. A few plants are acceptable. Because of the high risk of fire, barbecue grills, etc. must not be used on porches or balconies or inside your dwelling.

## MAINTENANCE/REPAIRS

Maintenance is done on a regular and “as needed” basis. However, **the only types of maintenance problems handled after hours or on weekends will be emergency repair (see page 1)**, such as flooding of the dwelling, loss of utilities or loss of refrigeration. Air conditioner problems ARE NOT an emergency (except in extreme temperatures) and will be handled the next business day, unless you agree to pay for the additional cost of after-hours service. Response time to security-related needs will depend on the nature of the problem and the work schedule of the maintenance professional.

For after hours voice mail, call **972-542-2822**.. All repairs must be written. PLEASE REPORT SECURITY-RELATED PROBLEMS AND WATER LEAKS RIGHT AWAY! Even though we checked the smoke detector and window/door security devices before you moved in, you are responsible for checking smoke detectors and security devices after move in. Contact us if they are not working properly.

You will be financially responsible for maintenance problems caused by you or your family or guests. You are not allowed to contract for repairs or make repairs yourself and then deduct the cost from the rent except as provided by state statute. Tenant should change filters for air conditioning and heat systems, each month. Failure to do so could result in repair expense charged to the Tenant. Tenant will be responsible for service charges if Maintenance is called out to property and nothing is wrong.

## EMERGENCY FREEZE INFORMATION

If severe subfreezing weather is forecast. Water pipes in our properties may freeze and break unless we all act quickly. If any pipes freeze, we may have to cut off the water to entire buildings. If there is widespread pipe breakage across the city, it could be days before we can get hot and cold water turned on in your unit. So please help.

IMMEDIATE ACTION - Please take the following precautions during cold temperatures.

- Leave the heat on 24 hours a day at a temperature setting of no less than 55 degrees. Keep all windows closed. Be sure to leave open the cabinet doors under the kitchen sink and bathroom sink to allow heat to get to the plumbing.
- Immediately do one of the following, depending on the severity of the freeze.
  1. Drip all your water 24 hours a day at a steady drip of about 1 per second when you are in the residence and when you are gone. This includes cold and hot water in your kitchen sink, bathroom lavatories, bathtubs, showers, wet bar sinks, etc. OR
  2. Run all your water 24 hours a day at a steady, pencil-size stream when you are in the residence and when you are gone. This includes cold and hot water in your kitchen sink, bathroom lavatories, bathtubs, showers, wet bar sinks, etc.
- If you have washer/dryer units in your residence, especially those located on any outside patio or in any outside closet, follow these steps to help prevent those water lines from freezing and breaking:
  1. Turn both the hot and cold water lines off.
  2. Disconnect these water lines from the back of your washing machine.
  3. Place both water lines into the drainpipe behind the washing machine.
  4. Turn both water lines back on so that a steady drip or a steady pencil-size stream is coming out 24 hours a day.
  5. When you want to wash clothes, remember to reconnect the water lines.
- Leave the faucets dripping or running until the weather warms. **REMOVE WATER HOSE FROM ALL OUTSIDE FAUCETS. If not, the freeze could cause pipe to burst inside wall.**
- Leave all drains open, including lavatories, sinks and bathtubs. Bring in potted or hanging plant.
- Notify management ASAP if you notice any water running from a building or from under your walls.

As authorized in the lease, the management may be entering the residence for spot checks. When others in the city drip their faucets, water pressure may drop; and you may have to open your faucets some more.

Damage to your property--If the pipes in your dwelling or in the units above or next to you freeze and break, there can be substantial water damage to (1) your property (2) other resident's property (clothes, furniture, stereos, TV's, etc.) and (3) the owner's property (carpets, walls, etc.). You could be liable for such damages if you have negligently failed to take proper precautions. This is especially important if you and your neighboring residents do not have insurance to cover such damage. The owner's casualty insurance on the residence cannot legally cover damages to other people's property. You are encouraged to buy insurance to cover unexpected damage to your personal belongings from water, fire and similar hazards. Remember to be careful about ice and snow on steps and sidewalks. Remove all water hoses from the outside faucets in Fall/ Winter/ Spring seasons, if freeze occurs the faucet could burst and flood water inside house.

We are not responsible to remove snow or ice. It is your responsibility to be cautious and safe for your own protection.

### **ANIMALS**

Our basic policy is:

- No animals are allowed, with the exception of support animals for disabled persons.
- No animals are allowed inside weighing more than 25 lbs. for apartments
- No animals are allowed inside weighing more than 30 lbs. for duplexes
- No animals are allowed inside weighing more than 30 lbs. for townhouses
- Weight "to be reviewed" for houses

A separate animal (pet) agreement is required if animals are allowed. An additional deposit of \$300.00 per animal is required, of which the cost of cleaning and repairs is non-refundable. Only the animal(s) listed in the animal agreement (pet agreement) are allowed; and you may not acquire other animals without our permission. Anyone violating these terms will be subject to a \$100.00 penalty plus \$10.00 per day charge and possible eviction. We have the right to remove any unauthorized pet from your dwelling or the property.

### **PARKING**

DO NOT park in any space assigned to someone else. Be certain to park in the center of your space, otherwise it is difficult for others to open their doors.

If your car is out-of-service, not currently license registered, state inspected, or is not being used, it must be removed from the property.

### **VEHICLES**

Parking spaces have been provided for you. Please be courteous to your neighbors. Do not take up two spaces with one vehicle, park on the grass, double park, etc. Yard damage caused by you or your guests will be charged to you. Illegally parked cars may be towed away. Vehicles leaking oil or transmission fluid must be immediately repaired; otherwise we will charge a \$50.00 clean-up fee. Inoperable vehicles left on the parking lot for more than 15 days are subject to being towed away at the vehicle owner's expense. You may not perform major repairs on the premises. Unless the water bill is in your name, you may not wash your car on the premises.

### **LAWN CARE**

As stated in the lease, yards are to be kept neat, clean, watered, mowed and edged. Trim shrubs/trees monthly, seasonally or annually....add mulch, fertilize, weed control, as needed. If you fail to comply within two days after we give you notice of yard maintenance deficiency, then we will mow, edge and/or clean the yard or property at your expense.

## **GROUNDS**

The common grounds are for your enjoyment. We need your help in keeping them neat and litter free. Do not leave bicycles, boats, mopeds, motorcycles, etc. on the sidewalks, stairways and/or grassy areas. Obstruction of entrances, passageways, and access to dumpsters violates the city fire code, and you will be liable for the fine if you or your guests or family is responsible for the obstruction.

## **PREMISES**

Commercial business may not be conducted from the premises. No occupants other than the ones listed in the lease are allowed. Subletting is not allowed without written approval of management.

You must not use or keep on the premises any flammable or combustible fluid or materials (such as kerosene, gasoline, etc.), or use any method of heating other than that supplied by the owner.

Each dwelling is limited to a certain number of persons, and each person's name must be listed on the lease as a resident or occupant in the lease. No one may live in the unit without prior written approval.

Once the lease is signed, you are expected to honor all of its items. Each resident listed on the lease is jointly and severally liable for all obligations in the lease. If the lease is violated, we may bring suit against one or all the residents and/or file against their credit record.

## **PHONES, TV CABLE, ANTENNAS, SATELITE DISH**

**Notify the office of your home and work phone numbers as soon as possible;** we need your numbers when arranging for repair service. **If you disconnect or change your numbers, please notify us.** We are not responsible for the operation or wiring of telephone jacks or TV cable. External TV antennas may not be mounted on the roof or elsewhere on the property without our prior written approval. **No satellite dish may be installed without paying a deposit and signing an addendum to your lease.**

## **GARBAGE**

Dispose of all garbage and trash in commercial plastic bags (and place in dumpster if available). Do not put food, drink cans, etc. on the grass, or garbage next to the dumpster. Typical city ordinances require that trash not be set out until the morning of the pick-up day. City fines may be levied and we may assess additional fees of up to \$50.00 per violation. Check with local garbage service or utility service for the pick-up schedule in your area.

## **DISPOSALS**

Do not overload the disposal with food or put any foreign objects in it. Coins, bones, nuts, bolts, soft drink tabs, banana peel, celery, etc. will jam the machine and may ruin the motor. Run cold (not hot) water continuously to flush disposal clean. You should try to clean out and unjam the unit yourself with a broomstick, before contacting us for the repair. Any service charges incurred as a result of the negligent actions of you or your guests or family will be charged back to you.

If your disposal is jammed, DO NOT use the dishwasher; they share a common drain line, and the waste may drain back into the dishwasher and flood your floor.

## **PLUMBING**

**Sanitary napkins, tampons, cotton swabs, paper towels, cigarette butts, lard, animal fats and similar items will clog commodes and sink drainpipes. If any of these items or any other item not made to be flushed has caused the problem, you will be charged for the repair expense.**

To help maintain the sewer system, it is recommended that you put 1 cup of bleach down each drain at least one time each month.

**Do Not Leave HOSES connected** to the exterior faucets during the winter months, as this can cause frozen/broken water pipes.

**CLOTHES DRYER AND/OR WASHING MACHINE** (If supplied by owner) All repairs will be @ Tenant's expense except for coin laundry machines. Clean lint filter after each use for better operating efficiency. Machines will not dry clothes if (1) too much lint is left in the filter (2) the dryer is overloaded, or (3) if the vent hose to the outside is kinked or clogged. Negligence could cause repair expense being charged to Tenant. Laundry room (if applicable) available only 7:00 a.m. to 10:00 p.m.

### **WINDOWS AND SCREENS**

With the exception of natural disasters (hurricane, tornado, flood, storm, etc.) and damage caused by our negligence, any windows or screens broken during your tenancy are your responsibility. Do not remove screens. Damaged or missing screens will be charged to you. The cost of repairs or replacement will be charged to you if the problem is due to theft, negligence or vandalism. Do not place aluminum foil, cardboard, etc. over windows.

**REFRIGERATOR AND/OR FREEZER** (If supplied by owner). All repairs will be @ Tenant's expense except for Apartments. If you do not have a frost-free refrigerator, do not use ice picks, knives or other sharp objects when trying to hasten the defrosting process of your freezer. The coils are located just inside the interior of your freezer; and sharp objects can cause substantial damage. The cost to repair this type of damage can exceed \$400.00 and is your responsibility. Exercise caution and good sense in defrosting and cleaning.

### **AIR CONDITIONING**

Wash the non-disposable (foam rubber) filters or replace the disposable fiberglass filters every month. Regular maintenance of the filter will help keep the unit working properly and may also save on the cost of utilities. If you fail to timely wash or replace the filters, we may do so, at your expense.

### **WATERBEDS**

Waterbeds are not allowed without (1) our prior written consent and (2) proof of insurance for your household goods and personal property.

### **PEST CONTROL**

We will NOT provide pest control, except as otherwise provided in the lease. If your poor housekeeping or carelessness causes the need for pest control, you will be charged for the pest control treatment. You will receive notice of when to expect this service. An unsanitary kitchen with grease and food left out uncovered, and food particles on the floor, under the stove, or in the closets, is a breeding ground for roaches. Once established, they are very hard to control. We ask that you cooperate and allow the pest control professional to treat your dwelling every scheduled period (if available). If you have a pest control problem in your residence, please contact the manager. You should provide you own regular pest control. If you treat for mice / rodents, please inquire as to the proper treatment to avoid creating other problems / damage that you will be liable for. Thank you for your cooperation.

### **PEST CONTROL TIPS**

#### **PRIOR TO PEST CONTROL TREATMENT**

- Please remove all food, utensils, glasses, dishes and food containers from countertops and floors. Also, remove everything from inside the cabinets if you wish them to be treated.
- Please remove all animals and animal food bowls until at least 30 minutes after the pest control treatment is complete (to give the chemicals time to dry and the fumes time to dissipate).

- Because of the annoyance of the fumes during application, we suggest that no person or animal be in the apartment during the pest control application.

#### EVERYDAY TIPS

Your residence can be nearly pest-free by following common sense procedures:

- Do not keep brown-paper grocery sacks around since they often are contaminated with roach eggs. Roaches can thrive in the dark warm folds of paper sacks.
- Do not leave food uncovered except when absolutely necessary.
- Do not drop food or crumbs on the floor.
- Sweep and mop your kitchen regularly. Clean up spills immediately.
- Vacuum the carpets frequently to remove crumbs and other food particles accidentally dropped.
- Use the garbage disposal in the sink whenever possible. Do not put wet garbage in the trash.
- Take the trash to the dumpster daily (or at least every other day).
- If you are allowed to have an animal, store the animal food in well-sealed containers and be sure to clean water bowls and food bowls at least once a day. Remember that “wet” animal food attracts roaches and other pests much faster than dry animal food.

#### **CONSUMER INFORMATION SHEET**

(Required by the Texas Structural Pest Control Board)

The Texas Structural Pest Control Board located at 1106 Clayton Lane, Suite 100LW, Austin, TX 78723 regulates the structural pest control industry. The Board licenses the business, certified applicators and technicians who perform structural pest control work. If a pest control service is used, all work is supervised by a licensed certified commercial applicator. Otherwise, a certified non-commercial applicator must perform the service. Certified applicators and technicians must pass a written examination in order to receive license.

Pesticides must be registered with the United States Environmental Protection Agency and the Texas Department of Agriculture before they may be used in Texas.

Pesticides are designed to control or repel pests. Your risk of harm depends upon the degree of your exposure to a particular pesticide.

Specific health and safety information varies between pesticides and types of exposures and is available on the label information or MSDS sheet, which can be supplied to you upon request from the license applicator. Take normal precautions when a treatment has been performed. Pesticides may be harmful if swallowed, inhaled or absorbed through the skin. Avoid breathing dust or spray mist and any unnecessary contact with treated surfaces. If you desire specific information on precautions, refer to the pesticide label. The law requires that the application procedures specified on the label be followed.

In order to minimize the reliance on pesticides and reduce pest populations, you may wish to consider the sanitation or physical alteration of your workplace or residence. Landscaping, lighting, physical exclusion and biological controls can affect the pest population. Alternatives may include fixing leaking pipes or

eliminating soil/wood contact. Your pest control operator may offer these services upon request. A proper inspection should provide the necessary information to choose the method of pest control which best suits your situation.

If you have questions about the application, contact the certified applicator. If you suspect a violation of the law regarding structural pest control, contact the Structural Pest Control Board. In case of a health emergency, seek immediate medical attention.

Pest control signs must be posted prior to treatment in most instances. The signs should be posted in an area of common access at least 48 hours prior to treatment. The information on the sign will allow you to contact someone who can tell you what pesticide is being used.

If you are contracting for pest control services due to a home solicitation, you have the right to cancel the contract within 72 hours. You may exercise this right by notifying the pest company, prior to receiving service, that you do not wish to receive their service.

For general information, contact the National Pesticide Telecommunications Network at 1-800-858-7378. For information concerning structural pest control laws, call Structural Pest Control Board 1-512-451-7200. For information concerning the formulation and registration of pesticides, call Texas Dept. of Agriculture 1-512-463-7476.

For non-emergency health information relating to pesticides, call Texas Dept. of Health 1-512-458-7111.

**CAUTION! DO NOT USE** mice / rodent control methods that will allow the animal to terminate inside the residence. It could cause odor, maggots, flies and interior damage to the property.

### **HOLIDAYS**

At all times, especially during holiday periods, you must make sure that the doors and windows of your dwelling are closed and securely locked before leaving. Turn off all faucets and water including those to washing machines devices before leaving. In the winter, also turn down the thermostat on the heating unit to at least 55 degrees. **DO NOT TURN YOUR HEATING UNIT OFF.** You are liable for broken water pipes and damage to property.

Leave your closet doors and the cabinet doors under the kitchen and bathroom sinks open while you are away during cold weather. This is to help keep the water pipes in the perimeter walls from freezing.

### **MOVE OUT POLICY**

As a courtesy, we may notify you before the expiration of your lease or you may be sent a renewal notice giving you an opportunity to renew your lease. If we choose not to renew your lease, you will be sent a notice to vacate the property at the end of the lease term. If you decide not to renew your lease, you must notify the office **AT LEAST 30 days** prior to the lease expiration date. **THIS NOTIFICATION MUST BE IN WRITING AND SIGNED BY ALL SIGNERS OF THE LEASE.** Please use “Notice of Intent to Vacate” form supplied by us. Your lease will renew on a month-to-month basis unless another lease is signed or you or we give 30-day notice as required by the lease.

Upon receipt of your written notice to vacate, we will begin advertising your dwelling and may need to show it to prospective residents. We appreciate your cooperation during this time. Our permission to show is authorized in your lease. We will try to contact you in advance, but may show your residence even when we cannot reach you.

As you prepare to move out, reread your attached move-out instructions. This will guide you in leaving your dwelling in acceptable condition, which could result in a larger deposit refund.

After you move out, we will check your dwelling, and an itemized list of any deductions will be sent to you. The **MOVE-OUT INVENTORY** assesses the condition of your dwelling when you move out. The **MOVE-IN INVENTORY** assesses the condition of your dwelling when you move in. Be sure you have a **MOVE-IN INVENTORY** on file in our office.

Deposit refunds and/or an accounting of any deductions will be mailed to you within 30 days of your move out date. The refund and/or accounting will be sent to your forwarding address or to your last known address if you fail to provide a forwarding address.

## **DEDUCTIONS**

Deductions are made from security deposits such charges include, but are not limited to, any replacement of damaged or missing fixtures, appliance parts or other items furnished in the dwelling. Labor charges include installation or services in the nature of necessary cleaning, patching, sanding, etc.; cleaning charges include the cost of cleansers and deodorizers. If you do not clean or repair the damaged or soiled items prior to moving out, charges will be deducted from your security deposit. Items will be charged at the rate a third-party contractor or cleaning service would charge.

### **DESCRIPTION OF SECURITY DEPOSIT DEDUCTIONS**

- Unpaid rent--past due
- Unpaid rent--future accelerated
- Unpaid rent--holdover
- Unpaid utilities during the lease term
- Agreed reletting charges because of resident's early move-out
- Repair of broken or damaged items
- Replacement of broken items
- Irreparable damages to appliances, furniture, carpet, drapes, bathroom fixtures
- Replacement of missing items
- Replacement of burned-out light bulbs
- Holes in wall or woodwork
- General cleaning
- Utilities for cleanup
- Trips to let TV cable company or telephone company employee in to retrieve equipment left by resident
- Defleaing and shampoo carpet
- Initial charge for unauthorized animals
- Charges for unauthorized animals, \$10.00 per day
- Animal removal charge
- Charges for unreturned keys
- Charges for unreturned access cards
- Charges for late payments
- Charges for bad checks
- Unreimbursed service calls for plumbing repairs for which resident is liable under the lease
- Unreimbursed repairs to doors, windows or screens for which resident is liable under the lease
- Charges for removing cars parked illegally by resident or occupants
- Charges for packing, removing or storing property abandoned or held under contractual lien
- Government fines for your failure to recycle or excessive false alarm charges incurred due to your fault
- Attorney's fees for eviction lawsuit and costs

## **MOVE OUT PROCEDURES**

The following procedure will be strictly enforced:

- Tenant shall give 30 day written notice to move, to management office.
- Tenant shall give written forwarding address, to management office.
- Tenant shall turn in all keys, to management office.

After tenant has vacated the property, the management office will schedule the following:

- Mechanical make-ready
- Paint touch-up/repairs

Mechanical make-ready and minor paint touch-up will usually be at the expense of the property owner except when damage is done by the tenant.

- Complete cleaning (tenant's expense)

Clean property completely making it ready to move-in, as it was when you moved in.

No cleaning will be done unless it is needed. If cleaning is needed, the expense will be passed on to the tenant and be deducted from the security deposit.

- Carpet cleaning (tenant's expense)

All carpets will be cleaned after move-out. We **require** the carpets be cleaned professionally by our selected contractor, rather than the tenant contracting an outside service or renting equipment and cleaning it himself or herself. Our professional carpet cleaning service gives us a volume discount price, which is usually less than the tenant can get from other carpet cleaning services.

- Landscape maintenance (tenant's expense)

Yards must be mowed, trimmed, cleaned and shrubs/trees must be trimmed. All weeds/grass must be removed from shrub beds. Mulch must be added, where needed.

## **MOVE-OUT CLEANING INSTRUCTIONS**

Once we have received your notice that you will vacate your dwelling, please pay special attention to the following so we may refund your deposit with the lease amount of additional charges.

- Duration of the lease contract fulfilled or balance paid in full.
- Dwelling unit vacated by the agreed upon date.
- Deductions will be made for damages beyond normal wear (damage from negligence, carelessness, accidents)
- Dwelling unit well cleaned. **THIS IS VERY IMPORTANT!** The following cleaning list is used to make each dwelling unit ready for the new resident. If resident cleans, please follow cleaning instructions provided. Failure to clean or incorrect cleaning can result in deductions.
- **STOVE:** Clean oven, broiler pan, burner pans and underneath burners. (Most stove tops lift up for easy cleaning). Unless the oven is a self-cleaning type, use "Easy-Off" type cleaner for inside. Clean outside, underneath and behind stove.
- **VENT-A-HOOD:** Clean greasy residue from inside and outside of hood; aluminum filter may be washed in sink or dishwasher.
- **DISHWASHER:** Clean front and inside; remove standing water in bottom.
- **REFRIGERATOR:** Clean inside, outside, underneath and behind. Remove all food. Defrost and remove any water left behind lower crisper drawers. **DO NOT USE SHARP INSTRUMENTS.**
- **BATHROOM:** Clean sink, tub, countertops, cabinet, toilet and floor completely. Do not use Ajax, Comet, or similar cleaners on fiberglass since they will scratch it.

- CARPET/VINYL FLOORS: Vacuum and mop; leave undamaged, unstained and odor free. We will have carpets professionally cleaned after move-out and at Tenant's expense (taken out of your security deposit).
- WOODWORK & DOORS: Wash off fingerprints and spots.
- CABINETS/CLOSETS: Remove all shelf paper, decals, coat hangers and trash. Damp-wipe clean.
- WINDOWS: Clean inside panes (with "Windex"), sills and aluminum frames.
- WINDOW COVERINGS: Clean mini-blinds and vacuum drapes.
- WALLS: Remove nails but DO NOT FILL NAIL HOLES! Small holes will not be charged against you and large ones will remain even if you try to cover them.
- FIREPLACE: Clean inside and out. Do not leave ashes or wood in fireplace.
- CLEAN CEILING FAN BLADES: (tops and bottoms) and all light shades/fixtures. REPLACE BURNED-OUT LIGHT BULBS (60 watt maximum).
- INSTALLATIONS made to walls or ceiling is to be left in or appropriate repair cost will be deducted or billed.
- PORCHES, PATIO & YARD: Mow, sweep, clean and remove all trash.
- YARD MUST BE LEFT CLEAN, Yards must be mowed, trimmed, cleaned and shrubs/trees must be trimmed. All weeds/grass must be removed from shrub beds. Mulch must be added, where needed
- RETURN ALL KEYS
- LEAVE FORWARDING ADDRESS! Deposit will be refunded by mail only.

If, prior to moving out, the tenant does not clean to a satisfactory condition, cleaning expense may be deducted from the security deposit or owed to the owner if the security deposit is not sufficient to cover the charges.