

Englebrook Apartments

200 Robbie Lane San Marcos, TX 78666
512-353-7274 Fax: 512-353-7403 englebrook200@gmail.com
www.Englebrooksanmarcos.com

Community Policies & TAA Lease Addendums: 2018-2020

Tenant name: _____

Your mailing address is 200 Robbie Lane # _____ San Marcos, TX 78666

NOTIFICATIONS

Communications with residents are done via email, text and paper notices. (Some notifications are required to be mailed or posted inside of the apartment.)

Email address for notifications: _____

Text alerts: _____

RESIDENT PORTAL

Links for your portal will be sent to you by text and email, please activate upon receipt. Through this portal you can pay rent, submit work orders and access your lease documents. Lease documents, and other paperwork, can be found under the "Shared Documents" tab.

IMPORTANT TELEPHONE NUMBERS

Englebrook Office 512-353-7274
Emergency Maintenance 512-353-7274, option 3, then option 3 again

City Offices

Police Emergency 911
Non-Emergency police # 512-753-2108

Utilities

City of San Marcos 512-393-8383

RENT PAYMENTS

Rent may be paid online, in person, or in the office. Do not use drop slot for rental payment; we are not responsible for any payments lost or stolen and will not reimburse cancellation fees. The most secure way to make, and track, your payment is online or handing it to the office directly.

To pay rent online, activate the link emailed and/or texted from Englebrook. Once your account has been set up, you can find the portal link at www.Englebrooksanmarcos.com, under the "Resident Portal" tab. Payments made via the e-check option are free; credit cards and debit cards are accepted, but there is a fee. For the e-check option, you only need your banks routing number and your account number.

PEST CONTROL

Worldwide Pest Control is on property every Thursday, except for the 5th week of the month, and will treat the interior of your apartment by request.

Initial & Date: _____

RENTER'S INSURANCE

Your apartment community cannot provide coverage for your personal belongings. We strongly recommend that you obtain adequate renter's insurance coverage for your personal belongings. Renter's insurance may be obtained from any insurance agent, and is very inexpensive. If you are a student you may be covered under your parent's homeowner's insurance policy even though you are living "off the premises".

RELETTING INFORMATION

There are **no special circumstances** in which you are permitted to break your lease (TAA Lease, Section 10.1 & 10.2). "The reletting charge is not a cancellation fee and does not release you from your obligations under this lease contract", (TAA page 1). If you make the decision to move before the end of the lease contract, then please be aware of the following:

- Written approval must be given by Englebrook office in order to re-let your apartment.
- Written notice to vacate (on TAA Move Out form) must be given to the office. *Reletting fee is due with the move out notice*; this fee must be paid before we will begin advertising unit availability.
- You are responsible for rent until the end of the lease term or until someone else signs a new lease and moves in, no rent will be missed.
- If you know of someone who is interested in your apartment then you may refer them to the office, BUT do not advertise on your own, to find a replacement. For your safety, and for legal purposes, we will do the advertising.
- The applicant must complete an application, pay application fees, deposit, and qualify to move in. Apartment will be rented to new resident at current market rate, which may differ from your lease contract.
- Payments you have made to Englebrook, including security deposit, remain in your account, and cannot be transferred to anyone else, or applied to rent.
- Security deposit refund (less lawful deductions) will be mailed no later than 30 days after approved move out date (TAA Lease 41.1).

PATIO/ WINDOW COVERING

- All window coverings must show a white backing. Aluminum foil, tinting, cardboard, signs, flags, paper, etc. may not be placed over windows where they can be seen from the exterior.
- Patios and balconies may not be used to store boxes, trash, clothing, dead plants, machinery, gasoline or electric powered motors, broken furniture, interior furniture, hammocks, etc. No drying clothing, towels, blankets, flags, etc. are permitted to overhang on the patio railing or anywhere on the patio or breezeway. Only outdoor furniture maybe placed on the outside. NO COOKING/HEATING DEVICES ALLOWED – EVER, per city ordinance.
- **Use of gas or charcoal grills on the patio/balconies is prohibited; nothing with an open flame is permitted. Gas or charcoal grills will be removed.**

MAINTENANCE EMERGENCIES (512-353-7274 follow prompts)

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:30 AM and 5:30 PM, Monday through Friday, excluding holidays.

After office hours, call 512-353-7274 and follow the voice guided prompts to speak to the answering service operator. The answering service will contact the on-call maintenance employee, who will either call or come by the dwelling to determine the appropriate course of action.

Initial & Date: _____

Maintenance requests will be handled after office hours if they are emergencies; we define EMERGENCIES as situations which:

Present a danger to people...

- fire – call 911, then office
- lack of electricity (may be on our end, but see if anyone else is without electric – then it is the City)
- broken or non-working doors, locks, windows (we do not do lock outs).
- lack of heat
- lack of air conditioning
- lack of water
- commode not functioning (try to plunge first)

Present a danger to property...

- flooding
- broken pipes

****Report water leaks or mold immediately****

It is your responsibility to report maintenance problems within the apartment to the office as soon as you notice them (leaks, mold, drips, broken doors, etc.). Damages caused to property by not reporting necessary repairs may be charged to resident.

PET POLICY

Our pet policy is as follows:

- Pets must be over 1 year old AND less than 25 lbs. full grown, the only exception is a legally documented service animal.
- \$175 Non-refundable pet fee is required and \$175 pet deposit, for 1 pet and \$200/\$200 for 2 pets; Pet rent \$10 monthly
- Maximum of 2 pets allowed per unit
- Unauthorized pets are not allowed on property. Visiting pets are not allowed (TAA Lease 27.1-27.2).
- Visiting pets are not permitted.
- In order to comply with Fair Housing Laws, we will need additional paperwork if you are seeking a *Reasonable Accommodation Request* for an assistance animal.

PLUMBING

Lavatories, sinks, toilets, and all water and plumbing apparatus will be used only for the purpose for which they are constructed. Feminine hygiene products and other foreign substances must not be thrown in such plumbing apparatus. Any damage to such apparatus, and the cost of cleaning and/or repairing damages, resulting from misuse will be borne by the Residents. If toilet overflows, turn off the water. There is a knob at the base of the toilet that will shut off the water.

TOWING

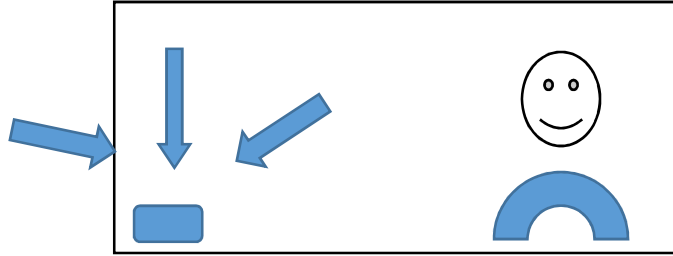
Our entire community is permit parking only. Parking permits, and guest passes, are issued to every resident at move in. It is your responsibility to place your permit on your vehicle and give guests a guest pass. Property and/or wrecker service are not responsible for any vehicles towed due to improperly placed permits.

Towing is active 24/7, and is regulated by an independent towing service. Towing service has permission to tow any vehicle not displaying a proper parking permit. (Rios Towing 512-667-8402)

Initial & Date: _____

KEYS AND PARKING STICKER ADDENDUM

- Keys and parking permits issued at move in for each resident on the lease. Keys and permits issued at move in must be returned upon move out. Applicable fees for unreturned, or lost, may be found in "Move-Out Charges" section on page 6.
- Parking sticker must be placed in the front windshield, bottom corner of passenger side with the ENGLEBROOK logo facing forward (see above picture).
- The resident is responsible for updating vehicle information with property management.
- Parking spaces in front of the office are designated for Office Parking; do not park in these spaces unless you are in the office or checking the mail.



Vehicle Registration and Parking Sticker

PARKING PERMIT#: _____

VEHICLE INFORMATION:

Current License Number

Year and Make of Vehicle

Vehicle Description

GUEST TAG # _____

POOL AREA RULES

The following is a list of policies regarding the pool area.

- Pool area hours are 9:00 a.m. to 10:00 p.m.
- There is no lifeguard on duty.
- Only 2 guests per resident. Resident must be with their guest at all times.
- Children under 14 must be accompanied by an adult over the age of 18 years.
- Residents and guests must wear appropriate swimwear.
- NO GLASS of any kind in the pool area.
- No animals are allowed in the pool area.
- No diving allowed in the pool area.
- Noise level should be kept at a tolerable level; please respect others who live here.
- Please throw away all trash in the containers provided.

SUSPICIOUS ACTIVITY AND NOISE

Identifying suspicious behavior

Initial & Date: _____

If something seems unusual or "out of place" it could be criminal activity. Working as a partner with police, every resident has a responsibility to report any suspicious behavior. Do not think that you are bothering the police. Consider the results if a crime is in progress and you do not act.

Never attempt to apprehend a person committing a crime. Report, but do not investigate suspicious activity. Leave any confrontations to the police. Allow them to perform the job they are trained to do.

Not every stranger who enters your property is a criminal, but criminals do take advantage of activity in apartment communities by pretending to be legitimately involved in sales, repair and service. If you see any solicitors in your community contact the office, or ask them to leave stating "No Soliciting Allowed". If you suspect that any employee is involved in illegal activity, please contact the Manager immediately.

SMPD emergency 911 Non-emergency number 512-753-2108

NOISE VIOLATIONS

Anytime the police are called out to a unit and they conclude that the call was warranted, for excessive noise, parties, etc., it is considered to be a "Verified Noise Complaint", or a VNC. If a situation has been declared a VNC, the police department will notify the office on the next business day via email about the incident. Anytime we receive a VNC, it automatically constitutes a lease violation for the tenant; even if it was due to a guest (tenants are responsible for their guests).

A \$50 fine will be imposed upon the resident for the VNC lease violation, \$75 for the second VNC lease violation and a third will result in eviction. A third lease violation for any reason will result in eviction; we take these VNC's very seriously.

NOISE FROM NEIGHBORS

The Landlord acknowledges the right of the Resident to entertain guests, but requires that no more than 5 persons be allowed in an apartment at one time and that order, and tranquility, prevail at all times.

The Resident, and guests, must at all times maintain order in the apartment and at all places on the grounds, and must not make any loud, improper/ boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents.

All radios, televisions sets, stereo equipment, or any other appliances, or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time. No music lessons, either vocal or instrumental, shall be permitted on the premises at any time.

If you have a noise complaint concerning a neighbor, we recommend the following procedures:

- First, speak to your neighbor yourself (if you are comfortable doing so) they may not be aware of the disturbance. Contact the office if you are not comfortable speaking with the neighbor.
- Second, if the problem persists, contact the police. Non-emergency # 512-753-2108.

COMMUNITY STANDARDS OF OCCUPANCY

All residents in our apartment community meet the same non-discriminatory qualification standards based on income, employment, and credit and rental history. The maximum number of occupants allowed in one bedroom apartments is two people. For liability and safety purposes, anyone living on property must be approved by the office and must complete the same application, and screening process the Leaseholder completed. Anyone in the

Initial & Date: _____

apartment more than 4 consecutive days is considered to be living on property, and must submit an application for approval.

PARKING & COMMON AREAS

- The driveways, sidewalks, courtyards, entry passages, stairs and halls shall not be obstructed or used for any purpose than ingress and egress.
- Bicycles and such other vehicles must not obstruct the driveways, sidewalks, courtyards, entry passages, stairs or halls.
- Boats, trailers, etc. are prohibited.

MOVE-OUT CHARGES (where applicable)

Item	General Price
Kitchen Cleaning	\$40+
Bathroom Cleaning	\$40+
Removal of trash in apartment	\$25 per bag
Holes in walls	\$5 per hole
Replacement vertical blinds	\$50
Replacement window blinds	\$50
Carpet cleaning	\$50+
Keys unreturned	\$15 each
Re-key or replace locks	\$45
Parking permit	\$50 each
Replacement smoke detector	\$35 each
Resurface counter top	\$200+

MOVE-OUT INSTRUCTIONS

- Give office 60-day written notice of intent to move-out, include your **forwarding address** and new phone number for security deposit refunds (full lease term must have expired). Security deposit will be processed and mailed within 30 days of lease expiration date.
- Return all keys to office (mail key, apartment key, laundry/weight room key).
- Forward your mail with the post office.
- Clean the entire apartment following the instructions below.
- Upon completion of cleaning, turn in all parking permits and keys to office (apartment, laundry, and mail). Keys should be returned by midnight on the date of your lease expiration.
- Leave a/c on at a minimum of 78 degrees – DO NOT TURN OFF.
- Leave electricity on for 1 day after lease expiration.
- Pay any fees, or remaining balances owed to office.

DO NOT LEAVE ITEMS (COUCHES, MATTRESSES, ETC.) OUTSIDE DUMPSTERS. THE TRUCKS WILL NOT PICK THEM UP. WE HAVE TO PAY SOMEONE TO REMOVE THESE ITEMS AND THE FEE WILL BE CHARGED TO YOU.

MOVE-OUT CLEANING INSTRUCTIONS

1. Clean inside oven, drip pans, grease traps and vent hood.
2. Refrigerators must be cleaned thoroughly, including gaskets and drip pan. DO NOT TURN OFF.
3. Clean dishwasher inside and out.
4. Clean tile: bathroom tile and all floors.
5. Clean bathroom and kitchen sinks, bathtub, commode, fixtures and mirrors.

Initial & Date: _____

6. Woodwork, doors, and wall plates must be wiped free of smudge marks as well as possible.
7. Remove any nails and hooks.
8. Empty all drawers, closets and cabinets of trash. Remove all shelf paper, wipe countertops clean.
9. Clean light fixtures, ceiling fans and replace burned out light bulbs.
10. Sweep patio and storage room.
11. Clean all windows and patio door, including tracks.
12. Clean all blinds.

HOUSEKEEPING STANDARDS POLICY

An inspection of the property, by management, may be conducted every six (6) months or sooner if necessary. Failure to abide by Housekeeping Standards is a violation of the lease and can result in eviction. Two (2) warnings will be issued, with seven (7) days to remedy the condition, before eviction action will commence.

Housekeeping standards inside the unit:

1. Entire unit should be clean and free of dirt and grease. Excessive mildew and mold should be removed.
2. Floors should be clean, clear and free of hazards. Hazards include, but are not limited to: paper, boxes, bottles, cans, clothing, bedding, towels, Styrofoam, etc.
3. Trash should be disposed of properly and not left in the unit (dumpsters are located on the backside of the property).
4. Throughout the unit, including food storage areas, housekeeping should be such that it does not contribute to rodent or insect infestation.
5. The kitchen should be kept clear of spilled food and grease.
6. Appliances should be kept clean.
7. Storage areas and closets should be neat and clean. **NO** flammable materials should be stored in the unit or in property storage.
8. Pathways to front and back doors, bedroom, bathroom and kitchen must be clear from furniture, appliances, and debris.

Housekeeping standards outside the unit:

1. Front and back yards should be free of debris, trash, old furniture and appliances. Porches should be free of living room type furniture. Nothing should be placed on the exterior walls without the permission.
2. Sidewalks should be clear and free of hazards.
3. Parking lot/space should be free of grease and oil. Inoperative automobiles must be removed. No repairs of automobiles are allowed on the premises; no washing of vehicles, oil changes, etc.
4. Putting containers in yards and on porches to feed stray animals is **not** allowed.

Procedures to be followed when a unit fails inspection:

- When a unit fails the initial housekeeping inspection, a follow-up will be conducted within two weeks.
- If, at the follow-up inspection the unit fails, the unit will be inspected again in thirty (30) days.
- If the unit fails the thirty (30) day follow-up inspection, the resident's Lease will be immediately terminated.

LEASE ADDENDUM

Initial & Date: _____

PROPERTY DAMAGE LIABILITY WAIVER

All rental units are automatically included in the community’s Property Damage Liability Waiver (PDLW) program, and are covered under this policy at no additional cost. In conjunction with your apartment lease, this waives your obligation to indemnify the property owner for accidental damages arising from the following damages caused by your negligent acts or omissions as further described in your rental agreement up to \$100,000.00:

- 1. Fire
- 2. Smoke
- 3. Explosion
- 4. Water discharge, or
- 5. Sewer backup

THIS WAIVER ONLY WAIVES YOUR LIABILITY TO THE PROEPRTY OWNER AND DOES NOT WAIVE YOUR LIABILITY TO ANY THIRD PARTIES. THIS WAIVER ONLY APPLIES TO ACCIDENTAL DAMAGE CAUSED BY YOUR NEGLIGENT ACTS OR OMISSIONS AND DOES NOT APPLY TO DAMAGES CAUSED BY YOUR DLEIBERATE OR INTENTIONAL ACTS OR OMISSIONS. THIS WAIVER ONLY APPLIES UP TO \$100,000.00; ANY AMOUNT IN EXCESS OF \$100,000.00 REMAINS SUBJECT TO THE TERMS OF THE RENTAL AGREEMENT. In situations where the property owner’s covered damages are under \$100,000, affected residents may receive up to \$15,000 to replace personal belongings as determined by the property owner and subject to the terms of any applicable owner insurance policy; provided, that in no event shall the sum of the property owner’s covered damages and all amounts paid to affected residents exceed \$100,000.00.

NOTICE TO RESIENTS: THE PROPERTY DAMAGE LIABILITY WAIVER ONLY WAIVES YOUR OBLIGATION TO INDEMNIFY THE OWNER FOR ACCIDENTAL DAMAGES CAUSED BY YOUR NEGLIGENT ACTS OR OMISSIONS AS DESCRIBED HERIN. BY PARTICIPATING IN THE PROPERTY DAMAGE LIABILITY WAIVER, YOU ARE NOT ACCEPTING, ENROLLING, OR PURCHASING AN INSURANCE POLICY NOR ARE YOU BEING LISTED AS A NAMED INSURED UNDER ANY OWNER POLICY. THE PROPERTY DAMAGE LIABILITY WAIVER IS NOT A RESIDENT’S INSURANCE POLICY NOR IS IT INTENDED TO REPLACE A RESIDENT’S PERSONAL PROPERTY OR LIABILITY POLICY NOR IS IT INTENDED TO REPLACE A RESIDENT’S PERSONAL PROPERTY OR LIABILITY INSURANCE POLICY. ALL RESIDENTS SHOULD CONSULT AN INSURANCE PROFESSIONAL TO EVALUATE AND DETERMINE PERSONAL INSURANCE NEEDS.

By signing below, you acknowledge that you have read and understand this entire Addendum and agree to be legally bound hereby.

Resident Signature: _____ Date: _____

Englebrook Staff Signature: _____

Initial & Date: _____