

The Park at Deerbrook
APARTMENTS

19700 Whitaker Dr. Humble, TX 77338
Office: (281) 446-8481 Email: deerbrook@arborprop.com
www.theparkatdeerbrookapts.com

Community Policies & TAA Lease Addendums: Lease Addendums: 2021-2022

Maintenance emergencies after office hours:
Call 281-446-0473, select option 3, then option 3 again

Maintenance emergencies are:

1. No working toilet with only one toilet in apartment (try plunging first)
2. No a/c or heat
3. Flooding
4. Broken door or window
5. Lock malfunction, but we do not do lockouts
6. No hot water
7. Refrigerator out

If there is no power, check to see if you are the only one. If power goes off, it is usually everyone and on the city side – we do not shut off power.

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.)

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, are found under the “Shared Documents” tab.

IMPORTANT TELEPHONE NUMBERS

The Park at Deerbrook office	281-446-8481
Police Emergency	911
Non-Emergency Police Department	218-446-7127
Fire Department	911
United State Post Office	281-540-1775

RENT PAYMENTS: Rent can be paid in person in the office. To pay rent online go to www.theparkatdeerbrookapts.com and use the “Resident Portal” tab. Payments made via the e-check option are free; credit cards are accepted, but there is a fee. For the e-check option, you only need your bank routing number and your account number.

RENTER’S INSURANCE: Your apartment community does not provide coverage for your personal belongings. We do require renter’s insurance coverage for your personal belongings.

What renter’s insurance can cover:

1. Loss due to theft, vandalism, fire, water leaks
2. Natural disasters
3. Liability for injuries
4. Destruction of the tenant or landlord’s property
5. Additional living expenses coverage (if your apartment were left temporarily uninhabitable, this coverage may help pay for unexpected costs such as hotel bills).

Disclaimer: We are not insurance agents we recommend you contact your insurance company for professional advice.

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Where to get it

Any insurance company can provide renter's insurance. A few examples are: Progressive, State Farm and Lemonade.

Why is it required?

- To cover your personal belonging. Our property insurance DOES NOT COVER your personal belongings.
- To cover your relocation cost in the event of a natural disaster or fire.
- Reduce the risk of liability in legal claims against the property.
- In short, it is good for everyone – for you and us.

PEST CONTROL: PEST CONTROL: Cover All Pest is our pest control service provider. Pest control is provided by resident request. Once you are scheduled, the interior of your apartment will be treated. It is the resident's responsibility to inspect the apartment upon move in, for any insects and report any activity to the office. If none reported, then property is assumed to be in acceptable and in pest free condition. Reasonable steps should be taken to prevent, control and report sightings of insects to office asap. Flea, or bed bug treatments are provided at the tenant expense. Make sure pets are on a flea preventative medication to avoid any infestation issue.

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 The Park at Deerbrook office to re-let your apartment.
- Written notice to vacate (on TAA Move Out form) must be completed and 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. The apartment will be rented to new resident at current market rate, which may differ from your lease contract.
- Payments you have made to The Park at Deerbrook, 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).

TRANSFER: If you wish to transfer from one unit to another your lease must be completed. Any security deposit that you have paid will transfer to your new unit. There will be a transfer fee of \$300 if you are transferring units in the middle of your lease term (Approved by Community Manager Only). If you wait until your lease expires and you give a 30-day notice to transfer, the transfer fee will be waived. Your current unit will be inspected upon move out and you will be billed for any cleaning or damage charges. Billed charges for cleaning or damages must be paid within 30 days from the date you are notified. An apartment is being held off the market for you, so if you cancel the transfer, the transfer fee is non-refundable.

PATIO/ WINDOW COVERING

- Window coverings are provided by the property and 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.

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- 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.

PET POLICY: Our pet policy is as follows:

- Pets must be over 1 year old AND less than 50 lbs. full grown, the only exception is a legally documented service animal or emotional support pets.
- \$150 Non-refundable pet fee is required and \$150 pet deposit per pet. Pet rent \$25 monthly.
- Maximum of 2 pets allowed per unit.
- Pet picture and vaccine record are required at time you are adding a pet.
- Visiting pets are not allowed (TAA Lease 27.1-27.2).
- To comply with Fair Housing Laws, we will need additional paperwork if you are seeking a Reasonable Accommodation Request for an assistance animal (TAA Lease 27.1).

MAINTENANCE EMERGENCIES (281-446-8481 follow prompts) Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:00 AM and 5:00 PM, Monday through Friday, excluding holidays.

After office hours, call 281-446-8481 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.

Maintenance emergencies are considered as:

- Broken or non-working doors, locks, windows (we do not do lock outs).
- Lack of heat, air conditioning or water
- Toilet not functioning if only one toilet in unit (try to plunge first)

Presents a danger to property...

- Flooding or broken pipes ****Report water leaks or mold immediately**** If something presents a danger to people, such as fire, then call 911 then the office.

It is your responsibility to report maintenance problems within the apartment on your Resident portal or to the office as soon as you notice them. If it is a leak report it immediately to the office (drips, broken doors, etc.). Damages caused to property by not reporting necessary repairs may be charged to the resident.

PLUMBING: Lavatories, sinks, toilets, all water and plumbing systems 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 any type of plumbing system, 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 left side on the base of the toilet that will shut off the water.

TOWING: Parking in handicap, fire lanes or restricted areas may result in towing at the vehicle owner's expense.

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.

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- Bicycles and such other vehicles must not obstruct the driveways, sidewalks, courtyards, entry passages, stairs, or halls.
- Boats, trailers, etc. are prohibited.

KEYS AND PARKING

- 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.

POOL AREA RULES: POOL AREA RULES:

- Pool area hours are 10:00 a.m. to 10:00 p.m.
- There is no lifeguard on duty.
- Resident must always be with their guest.
- 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, no animals, and no diving 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. If see any criminal activity, please call the police. Working as a partner with police, every resident has a responsibility to report 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 and allow them to perform the job for which they are trained. 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".

NOISE VIOLATIONS: Anytime the police are called out to a unit and conclude the call was warranted for excessive noise, parties, etc., it is 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 and third VNC lease violation. A third VNC violation will result in eviction. A third lease violation for any reason will also result in eviction; we take VNC's very seriously.

NOISE FROM NEIGHBORS: The Resident, and guests, must always 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, musical instruments 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.

COMMUNITY STANDARDS OF OCCUPANCY: All residents in our apartment community meet the same non-discriminatory qualification standards based on income, employment, credit and rental history. The maximum number of occupants

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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 apartment more than three consecutive days is 'living on property' and must apply for approval.

MOVE-OUT CHARGES (where applicable)

Items	General Price
Kitchen Cleaning	\$40+
Bathroom Cleaning	\$40+
Removal of trash in apartment	\$25 per bag
Holes in wall	\$5 per hole
Replacement of vertical blinds	\$90.00+
Replacement of window blinds	\$50.00
Carpet cleaning	\$100.00+
Keys unreturned	\$25.00
Re-key or replace locks	\$45.00
Replacement smoke detector	\$35.00
Resurface countertop	\$200+
Fire Extinguisher	\$40.00
Deodorize due to smoke	\$500+
Other charges may apply	Depends on condition apartment is left in.

MOVE-OUT INSTRUCTIONS

- Give office 60-day written notice of intent to move-out, include your forwarding address 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.
- Forward your mail with the post office.
- Clean the entire apartment following the instructions below.
- Upon completion of cleaning, turn in all keys to office (apartment 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.
- 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 AND YOU WILL BE CHARGED.

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, toilet, fixtures and mirrors.
6. Woodwork, doors, and wall plates must be wiped free of smudge marks as well as possible.

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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 air vents and all areas 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). **NO COUCHES, MATTRESSES OR ANY TYPE OF FURNITURE ETC. ARE TO BE PLACE IN THE DUNMPSTER!**
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 may 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 and breezeway 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.

ASSUMPTION OF LIABILITY: Neither the owner nor the management company shall be liable to any resident or to any other person on the premises for any damage to persons or personal property caused by the wrongful act or omission or negligence of resident, or any other persons on the premises with resident's consent. Neither the owner nor the management company shall be liable for loss or damage to any property of residents or residents' guest or family due to theft or suffered by reason of fire, rising water, rain, hail, lightning, explosion, or any other cause beyond the owners or

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management company's control. Landlord shall not be liable for any injury to property or persons resulting from any failure or interruption of any utilities or of heating, air conditioning and plumbing systems. Resident hereby releases owner and Management Company and their successors from all claims and damages which may arise out of any accidents or injuries to the resident or any other person on the premises with the resident's consent. All residents should consult an insurance professional to evaluate and determine personal insurance needs.

VEHICLE INFORMATION:

Vehicle Owner	Vehicle Make	Vehicle Model	Vehicle Color	Vehicle License Plate
Guest Tag#		Guest Tag #		

By signing below, you acknowledge that you have read and understand this entirety of the Community Policies & TAA Lease Addendums and agree to be legally bound hereby.

Resident name: _____

Address: 19700 Whitaker Drive # _____ Humble, TX 77338

Tenant Signature Date

Tenant Signature Date

Office Staff Date