

# Eagles Landing Community Policies

Welcome to Adami & Associates, Inc. It is our intent to make your stay an enjoyable experience and provide you with a comfortable home atmosphere.

By its nature, community living is unique and requires consideration and cooperation from everyone. These rules and regulations are a part of your lease and are to be followed to ensure that our mutual obligations and responsibilities are fulfilled.

**GENERAL INFORMATION: If it is ever necessary to call Police, Fire, or Rescue, if possible, contact the office immediately afterwards.**

## **Emergency Telephone Numbers:**

Fire, Police or Ambulance.....911  
ADAMI & ASSOCIATES Office.....565-9902  
OR  
EMERGENCY Cell Phone.....390-6878

## **Non-Emergency Numbers:**

Fire: 349-8111 The emergency number may be changed without notice-Call

Police: 349-8122 office and leave a message on the maintenance voice mail

Utility Company: 349-8210 if no response to your emergency call

A-1 Towing: 368-1199

**NOTE: THESE POLICIES, RULES & REGULATIONS ARE A PART OF YOUR LEASE AGREEMENT IN ACCORDANCE WITH PARAGRAPH 8 OF THE TEXAS APARTMENT ASSOCIATION LEASE CONTRACT. ALL POLICIES ARE STRICTLY ENFORCED.**

## **1. Office Hours**

The main office is located at 625 Dallas Drive, Suite 100 and is open from 9:00 AM to 5:00 PM, Monday – Friday. The phone will be answered during business hours, in the event we are unable to answer your call, please leave a message on the answering service (include name, community, unit, phone#, & brief message), or you may email [via the contact form](#) Your call or email is very important to us and will be returned as soon as possible.

## **2. Rental Payments**

All rents are due and payable without demand on or before the **1st day of each month**. Rent must be paid ONLINE per the lease contract. If your payment is returned for any reason, you will be required to pay with certified funds (cashier's check or money order). Be sure to make certified payments out to Adami Realty and put the community and unit # in the memo. **CASH IS NOT ACCEPTED.** *A mail slot is located in the office door for your convenience to make after-hours payments.* MONEY RECEIVED MAY BE APPLIED TOWARD NON-RENT OBLIGATIONS FIRST AND THEN TO RENT AT OWNERS OPTION WITHOUT PRIOR NOTICE TO RESIDENT.

### 3. Late Rental Payments

Rentals paid after the 3rd of the month are deemed delinquent and are subject to all late charges. Initial late fee of \$50.00 will be assessed with a daily late fee of \$10.00 per day until paid in full. There will be no exceptions.

### 4. Returned Checks

Checks returned by the bank for any reason will be deemed an NSF item. A **\$50.00** returned check fee along with all applicable late charges described above will be due. Repayment of an NSF item must be made either by a cashier's check or money order; cash or personal checks from another party will not be accepted. We reserve the right to require all future payments to be made with a cashier's check or money order, a decision made at the discretion of management in accordance with our policies.

### 5. Maintenance

Qualified maintenance personnel are available to handle most problems that may arise. Requests for repairs or service are to be made **in writing and delivered to the office or you may visit our web site AdamiRealty.com, click on Maintenance Request** (far left) **and email your request.** Maintenance will respond to the problem as quickly as possible. **Emergency Maintenance**

An emergency is defined as: a situation or problem which needs immediate attention (flooding or fire) to prevent damage or injury to the Resident or to the property. If an emergency arises after hours, please follow the procedures listed below:

(1) Call the office and leave a message.

(2) call the **emergency cell #940-390-6878**. A maintenance team member will return your call shortly.

(3) Follow up by submitting a written maintenance request or describing the problem to the office or **visit our web site AdamiRealty.com, click on Maintenance Request** (far left) **and send the information to us.**

If you experience a flood inside your home – **TURN OFF THE SHUT OFF VALVES!**

## 6. Lease Term

Your lease ends on the day designated in paragraph 2 of the TAA Lease Contract. The lease automatically renews on a month-to-month basis unless written notice of termination is given by either party at least 90 days prior to the end of the lease term.

## 7. Moving-In

A Move-In Inventory and Condition form will be provided to residents at move-in. This form must be returned to the office within 48 hours after moving in, outlining any defects or damage; if not returned, everything will be deemed to be in clean, and in good working condition.

## 8. Keys & Locks

Condo, mail and pool gate keys will be issued at the time of move-in. Alterations of locks or replacement of locks or installation of additional bolts, knockers, or other attachments on the interior or exterior of any door or window requires the prior written consent of the management. The Resident is required to furnish the office a key or code for any additional security devices. Lost keys will be replaced at a charge of **\$69.50 trip charge plus cost of key blank.**

## 9. Lockouts

Any Resident locked out of their condo after office hours will be admitted by our staff once proper ID is furnished. A **\$50.00** lockout charge will be levied and due at the time of admittance CASH ONLY. During office hours, a key can be obtained, without charge, for temporary use and it must be returned to the office immediately.

## 10. Multiple Residents/Roommates

**All residents are equally liable for performance of the lease contract.** We recommend that you choose your roommate carefully. Ask questions regarding their personal habits, social activities, and their ability to uphold financial obligations. Find out each person's particular needs and confirm how you will handle specific situations that are common when sharing a home with someone. Management will not become involved in disputes or conflicts between roommates. Problems that arise between roommates will not constitute a valid reason for any or all residents to be released from their liability under the lease.

## 12. Add or Change of Roommates

The lease defines those Residents or occupants who have a legal right to occupy the leased premises. No other person can occupy the premises even on a temporary basis. Adding or changing roommates is not permitted without prior written consent of the management. Each situation will be reviewed on an individual basis and certain criteria must be satisfied. *Once*

*satisfied, the cost for adding or changing roommates is \$500.00. Residents being released from the Lease Contract will forfeit their portion of the deposit in addition to the fee.*

ADAMI& ASSOCIATES –4 people may occupy any 3-bedroom condo MAX; 3 people may occupy any 2-bedroom condo MAX. The rent will increase monthly by \$100.00 for the 4<sup>th</sup> person a 3 bedroom and the 3<sup>rd</sup> person in a 2 bedroom.

### **13. Ninety (90) days Written Notice**

A 90-day written notice, effective on the 1st day of the month, must be given to the office prior to the resident vacating the leased premises. A current Resident's Notice of Intent to Vacate form **must** be used and is available at the office. VERBAL NOTICE IS NOT SUFFICIENT.

### **14. Moving Out**

Upon the intended day of move out, the leased premises must be delivered to us in the same condition in which it was delivered to the resident(s). All appliances, fixtures, bathrooms, windows, and blinds must be cleaned, trash removed, carpet vacuumed, floors swept and mopped. All light bulbs should be working throughout the unit. The Move Out Procedures Addendum which includes cleaning instructions are given to you at lease signing and should be followed to avoid deductions from your deposit. All keys, access devices and community amenity cards are to be returned and rents and other outstanding balance due are to be paid in full.

### **15. Return of Deposit**

No later than 30 days after the leased premises are surrendered back to the office, an itemized accounting of any deductions for damages, repairs, or cleaning will be sent to the resident by regular mail. It is required that either a permanent address or a forwarding address be supplied at the time of move out, if a forwarding address is not supplied, the accounting and any balance being refunded, will be sent to the last known address.

### **16. Trash**

Please help us keep the premises clean by disposing of trash in a respectful manner. It is recommended that garbage be disposed of daily in plastic bags to eliminate any insect problems.

EAGLE'S LANDING & HICKORY TREE – Dispose of household trash in the dumpster located on the property for your convenience. Household trash found in small receptacles throughout the community, in the courtyard, patio, balcony, or at your front door will result in a **\$50.00** fine per bag. **Trash violations will not be tolerated, and fines will not be waived.**

### **17. Parking**

Vehicles which are illegally parked, are not operational, or have expired tags or inspection stickers will be towed at the owner's expense.

**NO REPAIRS ON VEHICLES ARE TO BE MADE IN PARKING LOT-DO NOT WASH VEHICLE IN PARKING LOT.**

**EAGLE'S LANDING** – All parking is head-in, and vehicles must be parked within the lines. **Fire Lanes** and no parking areas must be observed. Trucks, trailers, RV's, and boats are not allowed on the premises.

**EAGLE'S LANDING** – The Denton Eagle's Landing Homeowners Association mandates the parking lot procedure which is subject to change. The parking lot is monitored 24 hours per day, 7 days a week by A-1 Towing (368-1199). **Parking is for Residents ONLY-Permit Required**-Adami & Associates, Inc. cannot guarantee that a parking space will be available to you at Eagle's Landing.

Here are some helpful hints on landing a space:

**(1) Residents** may park anywhere on the lot. Spaces #1, #2, #3, #4 & #10 are designated by the Homeowner's Association as RESERVED SPACES Monday – Friday 8:30am to 5:00pm for office visitors and service vehicles. Residents are asked not to park in these spaces during business hours.

**(2) Visitor** parking is located across the community on the side street (Sycamore St.) or in the permit parking lots (#15 & #16) next to Sycamore St.

**(3) If an overflow situation** does occur and you cannot find parking on the property, park across on the side street (Sycamore St) or you may want to check with the UNT Police Dept. for information regarding parking availability &/or permits for dorm or commuter lots. These permits will be obtained at the Resident's expense.

**(4) Word of warning:** the police do monitor our parking lot and issue tickets for parking in the **fire lane**. These tickets will not be paid for by Adami & Associates, Inc. or Eagle's Landing Condominiums. We do not ask for this service. It is mandated by the City of Denton in order to ensure a space for emergency vehicles should the need arise. **DO NOT PARK IN THE FIRE LANES.**

## **18. Plumbing**

The sewer system is adequate to handle all normal drainage. The system is not designed to handle diapers, Q-Tips, paper towels, certain feminine products, potpourri, or other such refuse. **DO NOT** use chemical products such as **Liquid Plumber** or **Draino** in the drains.

*Per paragraphs 12 & 26 of the TAA Lease Contract, the resident is responsible for repair, replacement and damage costs on plumbing exclusively serving the Resident's home/condo.*

**WATER SHUT OFF VALVES ARE LOCATED UNDER THE KITCHEN AND BATH SINKS AND BEHIND THE TOILETS.** If water begins to overflow from toilets, dishwasher, or from broken water lines or faucets, **turn off the water** at the valve immediately and call the office. This action will prevent excessive damage and costly repairs which may be billed back to the resident.

## **19. Hot Water Heaters**

Individual water heaters supply hot water to each home/condo. Thermostats are set to provide economical heating of the tank's water capacity. Please do not try to adjust the thermostat yourself. Any unusual loss of hot water supply should be reported to the office.

## **20. Light Bulbs**

Each condo will be equipped with electric light bulbs at the time of occupancy. After move-in, the resident is responsible for replacing burned out bulbs. All bulbs should be working at move-out.

## **21. Electrical**

A breaker box is located in each condo and controls the electrical power in the unit. If you should experience a sudden loss of power, check the breaker panel to see if the breaker has tripped. If this is the case, the power can be restored by flipping the breaker off and then back on. In the event of an electrical fire, sparking, or "popping" from any electrical outlet or appliance, immediately turn off the breakers and contact the office and/or fire department if such action is deemed necessary.

## **22. A/C Heating & Filters**

Central Heat & Air Systems: To obtain maximum efficiency in a comfortable climate, set the thermostat to 68 degrees for heat and 72 degrees for air conditioning. Avoid extreme settings and while you're away, adjust the thermostat instead of turning the unit off.

**EAGLE'S LANDING & HICKORY TREE** – For your comfort, each condo is equipped with individual central heat and air. The operation of your HVAC unit will be the largest part of your utility billing and misuse or damage to the unit will prove to be costly. Maintenance is scheduled to check HVAC units each month and replace filters on a regular basis. It is important that access to your condo be provided so maintenance personnel can monitor the operation of this equipment. For the most efficient results, the filter should be kept clean and lint free by the resident.

## **23. Smoke Detector**

In accordance with Article 5236, i, of the REVISED CIVIL STATUTE OF TEXAS, all multi-family dwelling units are required to have smoke detectors installed in all new and existing multi-family units. An operational smoke detector is in place in each leased condo at the time a

resident moves in. It is agreed and understood that the resident (s) will be responsible for reporting any malfunctions of the smoke detector to the owner or owner's representative in writing so repairs may be made. Resident(s) are responsible for checking the equipment to ensure proper operation. It is recommended the equipment be tested consistently on a monthly basis.

**APPLIANCES: CARE WILL BE TAKEN WHEN USING ALL APPLIANCES AND MALFUNCTIONS ARE TO BE REPORTED TO THE OFFICE (IN WRITING). MISUSE OR NEGLIGENCE THAT RESULTS IN THE NEED FOR REPAIR OR REPLACEMENT WILL BE AT THE RESIDENT'S EXPENSE.**

#### **24. Disposal**

When using your disposal, be sure to have the cold water turned on. It is important to maintain a sufficient flow of water to flush water through the drains, even after the disposal is turned off. Do not put bottle caps, glass, pine, foil, rags, bones, eggshells, string, potpourri, or paper in the disposal. Any damage or costs for repairing the disposal due to negligence will be charged back to the resident at \$69.50 per hour and/or cost of full replacement if due to negligence form Resident.

If the disposal does not operate, make sure the switch is turned off and the appliance unplugged, then: 1). Check the reset button located on the bottom of the unit; 2). Check for any foreign objects inside the unit. If the unit is still not operating, contact the office for service.

#### **25. Dishwashers**

In using your dishwasher, do not overload the unit. It is best to run the hot water in the kitchen sink faucet for a few minutes before starting the cycle. **All dishes must be rinsed before going in the dishwasher** as the drain is not equipped to flush food items. Only automatic dishwasher detergent is to be used.

#### **26. Refrigerators**

Your refrigerator is frost free and requires minimal care. To keep the refrigerator cool and freezing efficiently, do not overload and regularly discard food reaching the spoiling stage. Clean the interior and exterior surfaces with warm, soapy water using a soft cloth or sponge. Never use a sharp instrument to free food or ice as a puncture may result in the loss of refrigerant and require replacement of the appliance at the resident's expense.

#### **27. Washers/Dryers**

Compact washers and dryers are furnished in some condos. These appliances have a small load capacity and must not be overloaded. To prevent damage to the motors, limit loads to 2 pairs of pants, 3-4 towels, 2 dresses, 4 blouses, etc. Do not wash heavy or bulky items such as rugs or bedspreads in these machines. **Lint filters must be cleaned after each load of clothes** and

only approved laundry detergent is to be used. **Please do not leave the washer and dryer unattended.**

## **28. Telephone**

Adequate telephone jacks are in each unit. Additional wiring within the condo is not permitted. If separate phone lines are desired, we will provide the phone company written permission to do the necessary wiring. Installations and wiring will be at the resident's expense.

## **29. Cable**

Please contact the local cable company to discuss fees and entertainment packages. Cable service will be at the resident's expense. Additional antennas or wiring will not be allowed.

## **30. Insurance**

Renters insurance is mandatory.

We require \$100k liability coverage PER occurrence AND listing Adami Realty as "Additional Interest".

We strongly recommend that you obtain additional coverage for your personal belongings but it is not required. You are responsible for damage or loss of personal property from theft, vandalism, fire, and water damage occurring in your apartment.

## **31. Resident Safety**

Residents may request in writing for 1) additional keyless night lock on exterior door 2) safety equipment on sliding glass door in addition to door latch and 3) change or re-key locks or latches – but the resident must pay for them in advance.

Immediately report to the management (in writing, dated and signed) any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems, if any.

Immediately report to the management (in writing, dated and signed) any malfunctions of other safety devices outside your dwelling unit such as broken gate lock, latches or self-closing devices, burned-out lights in stairwells and parking lots, blocked passageways, broken railings, etc.

## **32. Noise**

All residents have a right to expect "quiet enjoyment" of your new community without the intrusion of stereos and/or televisions. We suggest you take a moment to introduce yourself to your neighbors and possibly exchange phone numbers. This will open communication lines should a neighborly situation occur. You may consider placing your stereo speakers up off the



floor on speaker boxes and away from common walls. This wall helps eliminate the possible sound transfer between apartments.

If you are having problems with a noisy neighbor, you should do the following:

a.) Try knocking on their door and peacefully asking them to control the noise, b.) If the problem continues to occur, then contact the Police Department at 349-8181. They will come to the property and issue a "Disturbing the Peace" citation. The City of Denton has disturbance guidelines which state that after 10:00p.m. excessive noise should cease. Any person disturbing his/her neighbors can receive a citation for disturbing the peace. Per paragraph 13 in the Denton Eagle's Landing Homeowner's Rules & Regulations, if the police are dispatched to your condominium, you will be charged a \$100.00 fine for disturbing the peace, c.) after the police have been contacted, please notify our office of the problem so we may issue a violation notice. If it is after hours leave a message at the office.

Adami & Associates will take the following steps when noise complaints are received by our office.

1. The first time we receive a noise complaint, a 1<sup>st</sup> warning notice is issued in writing.
2. The second noise complaint, a 2<sup>nd</sup> written warning is issued and the lease guarantor is notified.
3. The third complaint received will result in our office asking the violator to relinquish the apartment to us and the right to occupancy will be terminated. This will not terminate the violator's financial obligation to the lease agreement. The violator and the guarantor will be financially obligated to this lease agreement until the lease terms have been satisfied.

We hope that your stay with us will be enjoyable. Please contact our office should you have any questions or comments.