

Community Policies

Thank you for choosing a community managed by Rockwall REI. In an effort to eliminate any misunderstanding concerning the obligations of and/or representations made by Rockwall REI, the ownership of the community, or any employee of either entity, we are requesting that you carefully read the contents contained herein and signify your complete understanding by signing the last page of this document.

By signing this document, you fully acknowledge that you have read and do understand each and every paragraph contained herein. Your occupancy of the apartment home you have selected is contingent upon your understanding and acknowledgment of this statement. *Do not sign this disclosure if you do not understand any portion of it or if you are in disagreement with any statement contained herein.*

PREFACE

The following items are policies by which this community is operated. They are based on the belief that consideration of others and respect for this owner's property is important. These policies and procedures are an addendum to and are referred to in your Rental Agreement. Violation of any of these policies can result in termination of your Rental Agreement. These policies may be added to, amended or repealed at any time without advance notice by management.

FAIR HOUSING STATEMENT

This community is committed to compliance with all federal, state, and local fair housing laws. The community policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws. The team at your community has a legal obligation to treat each individual in a consistent manner. Please do not place them in the difficult position of denying a request for an exception to a written policy. Thank you in advance for your cooperation.

OCCUPANCY

The maximum numbers of residents permitted to dwell in an apartment shall not exceed two (2) occupants per bedroom. The only exception to occupant limitations is anyone protected as familial status under Federal Fair Housing Guidelines. In this case, we will allow 2 persons per bedroom, plus one additional person in the apartment home, according to the size of the floor plan.

PAYMENT OF RENT

- Payment is to be made through your online portal or cash pay options.
- We do not accept cash or third-party checks under any circumstances.
- **Rent is due on the first and is late on the 3rd. Late fees will commence on the 4th.**
- All payments received after the 3rd of the month must be made in the form of a certified check, cashier's check or money order. All checks and money orders are to be made payable to The Loop. **If the third of the month falls on a weekend or holiday, the same conditions apply. Please put your apartment number on the check or money order.**
- **If the bank, for any reason, returns a check, the check will not be re-deposited.** A charge of **\$50** will be incurred, as well as any late fees that apply up to and including the date that the replacement funds are paid in full.
- Non-sufficient fund checks can only be cleared with a certified check, cashier's check or money order. **Future rental payments after two non-sufficient fund checks can only be paid with a money order, certified check or cashier's check.**

PATIOS AND BALCONIES

- Only plants and patio furniture are allowed on patios and balconies. Any play furniture/toys/equipment must not be in view on patios and balconies. Bicycles are allowed to be neatly stored on balconies.
- Satellite dishes are permitted with prior written permission, \$500.00 deposit, and proof of renter's insurance (min. amount \$100,000 liability). *(See the management office for further information).*
- No motorcycles are allowed to stand in or on balconies, patios, breezeways, courtyard areas or under stairs.
- No items, such as: laundry, clothing, rugs or sports team flags are to be hung on the exterior of any building.
- No CB base stations, radio/television serials, or wires are permitted on any part of the premises.
- Personal items are not permitted in the outside walkways, breezeways or under stairs.
- The use or storage of barbecue grills on patios, balconies, walkways, breezeways, etc. is prohibited.
- No private signage of any kind is allowed on common areas or streets.

VEHICLES AND PARKING

- When entering or leaving the community, you are requested to operate your vehicle at a speed not to exceed ten (10) miles per hour.
- **All parking is unassigned**, except in designated areas. Please be courteous to your neighbors. Do not take up two spaces with one vehicle or park on the grass.
- Campers, trailers, boats, buses, large trucks, recreational vehicles and equipment will not be allowed to park on the premises or in garages.
- Violators will be towed away without notice at owner's expense.
- Automobile repair work is not allowed on the premises.
- Vehicles must meet all state inspection requirements to remain on the premises.
- **Any unauthorized motor vehicle that is parked in a fire lane, handicapped space, blocking a trash receptacle or a garage, double parked, abandoned (expired registration) or inoperable will be towed away without notice at owner's expense.**
- You are responsible for notifying occupants and guests of these towing policies. Management will not be responsible for any damage or charges to the vehicle involved.
- Motorcycles should be parked in parking lots or garages. Do not park them on patios, balconies, inside your apartment, in breezeways or under stairs. They must have a current tag. No "dirt bikes" are allowed on the premises.

PARKING TAGS/STICKERS – if applicable

- Parking tags allow you to park in any parking space.
- The tag must be visibly displayed above the vehicle registration, otherwise, the vehicle can be towed without notice at owners' expense.
- You agree to advise your guests to park in the designated guest parking spaces only.
- If you tag is lost, stolen, damaged, or not returned upon move-out, a **\$20 replacement fee** will be assessed to your account.

FIRE HAZARDS

- No flammable or combustible objects/substances are to be stored in your apartment or on patios, balconies, under stairwells, or in your garage.

PET QUALIFICATIONS

- A pet addendum must be signed; pet deposit and fees must be received by the management staff.
- Service animals are welcome.
- A maximum of two pets per apartment home are permitted.
- Pets shall not exceed the restricted weight limit: 40 pounds.
- The following breeds are not permitted on the community:
 - Rottweiler, Pit Bull, Doberman, Afghan Hounds, Akita, Australian Cattle, Blue Heeler, Bloodhound, German Shepard, Great Dane, Grey Hound, Huskey, Malamute, Bull Terrier, Saint Bernard, or Chow.
- Cats must be spayed or neutered.
- A copy of veterinarian records, City license and current immunizations are required prior to move in.
- Under no condition will an animal be permitted in the pool or pool area.
- At no time will an animal be staked or tied outside the apartment. This includes the patio, balcony or any other common area.
- No exotic pets, such as rabbits, ferrets, snakes, gerbils, hamsters, rats, mice, chinchillas, or large birds.
- Aquariums up to 20 gallons are allowed without a pet deposit, Aquariums over 20 gallons must provide a pet deposit and have proof of renter's insurance.

TRASH REMOVAL AND DISPOSAL

- **You will be charged \$25.00 per bag/box for any trash left out.**
- Residents will be expected to **dispose of their bagged and tied trash inside the area of the compactor/dumpster facility.**
- **Residents will be charged \$25.00 per bag/box for any trash left in front of their front doors or in breezeways.** Please contact the management office if you require further instruction regarding proper disposal of garbage with the compactors/dumpsters.

DELIVERIES

- We will not be responsible or liable for any lost or stolen deliveries signed for or accepted by any of our authorized representatives. While your deliveries are in our possession, both during and after office hours, your deliveries are not secured.
- Please pick up your deliveries within 48 hours. If you do not pick up your delivery within 48 hours, we reserve the right to return to sender. Occasionally the number of deliveries may become too great or too cumbersome; therefore, we reserve the right at all times to refuse deliveries.
- **Management is not responsible for contacting residents when accepting packages. This responsibility is in the hands of the deliverer.**
- Deliveries or service requiring entrance into the resident's apartment by anyone other than the management/ maintenance team will be allowed only with written permission from the resident.
- Management is not responsible for articles or parcels left at your door or in the management office by delivery services.
- Office team members will not be available after hours to allow you access to your deliveries. You must pick up your packages during regular office hours.
- Please do not have perishable goods delivered to the management offices.
- We will sign for packages that are 25lbs. or less and no larger than 2'x2'x2'.

KEYS AND LOCKS

The care and maintenance of the keys and locks to your apartment home is of critical importance. No one should have a key to your apartment without your prior written permission. This includes family, friends, and delivery or repair services. (Of course, management will retain a key).

Additional policies regarding keys and locks include:

- Our staff will be happy to make a duplicate of your key for a minor charge of \$1.
- If you lose your apartment keys or wish to have your lock re-keyed, your request must be in writing, and you will be charged a re-keying fee of \$50 which is due prior to changing your locks.
- After office hours, a charge of \$50 will be assessed for letting you back into your apartment home after you have inadvertently locked yourself out. Residents must provide photo identification from a resident or occupant as listed on the lease agreement before we will open the door.
- Take precautions with your keys. Do not hide a key outside of your home. Do not give your keys to acquaintances. Do not put your address on your key ring. Keep your car keys and apartment keys on separate rings.
- Your apartment is provided with a latch on each window and a keyless deadbolt on every exterior door. If your apartment has a sliding glass door, it is equipped with a pin lock and one additional latching device, either a handle latch or a security bar.
- We strongly recommend that you keep all window and doors locked at all times. Immediately upon move in, check all of the above and report any broken, missing, or unserviceable items to the manager.
- If you are locked out of your apartment during business hours, please stop by the office with a picture I.D. to gain access.

MAINTENANCE EMERGENCIES

Service requests will be handled after office hours if they are emergencies.

We define EMERGENCIES as the following:

- No electricity
- Broken or non-working exterior doors, locks, windows
- No heat (when outside temperature is below 50)
- No air conditioning (when outside temperature is above 90)
- No water
- Commode not working (one bath apartments only)
- Flooding
- Broken pipes
- Fire (call 911 first)
- After business hours, emergency service requests can be reported by calling 940-808-0187. The on-duty service technician will be notified and will respond as quickly as possible.

WASHING MACHINES

Resident may choose to install and use a washing machine in the apartment home and assume all liability of water damage caused by:

- A defective washing machine

- A washing machine accident
- Improper installation, maintenance or use of a washing machine

Resident agrees:

- To use new hoses when installing the washing machine
- To provide and install appropriate 3 or 4 prong electrical cord to fit outlet.
- Carry a “Texas Homeowners Tenant Policy” which can provide insurance coverage for damage

APARTMENT TRANSFERS

When transferring to another apartment within the community:

- Residents must submit a notice to vacate for their current unit.
- The criteria for qualifications of credit, income and employment, residence, and criminal must still be met for residents that transfer within the lease term or at the end of the lease term.
- You must fulfill at least 3 months of your current lease term before you will be eligible to transfer to a new apartment. A new lease must be signed for a minimum of 6 months.
- A transfer fee is applicable and must be paid prior to transferring. A new security deposit will be required to secure the new apartment. In addition, a new pet deposit and fees (if applicable) must be paid.
- You are required to provide a written move-out notice of at least 60 days prior to the move-out date from the current apartment. The vacated apartment must be left in the condition described in the Move-out Cleaning Instructions Paragraph. We will inspect the apartment and forward statements and deposit refunds to your new address.
- **If you cancel after the new apartment has been assigned and taken off the market, you will forfeit the security deposit on the new apartment.**

MOVE OUT PROCEDURES

- Submit a sixty-day written notice to the management office.
- Follow the Move-out Cleaning Instructions detailed below.
- Return all keys, access cards, and garage openers to the management office or rent will continue to be charged per lease agreement.
- Pay any outstanding charges or delinquent rent. Leave a forwarding address with the management office staff.
- Leave no damage of any kind in the apartment (furniture, walls, carpet, Formica, appliances, etc.)

The above requirements must be fulfilled in order to receive a deposit refund.

Move-Out Cleaning Instructions:

These are the cleaning procedures for you to follow when moving out. If the instructions below are not followed and professional cleaning is required, charges will be assessed accordingly.

Living Room

- Clean all windowpanes inside
- Clean windowsills and baseboards
- Dust or vacuum mini blinds
- Clean woodwork and walls of fingerprints and spots
- Clean light fixtures and switch plates/replace bulbs.
- Vacuum carpet
- Clean ceiling fan and blades
- Clean front door & patio doors
- Clean track of patio doors
- Remove trash, sweep and clean patio/balcony

Bedrooms

- Dust or vacuum mini blinds
- Clean closets and remove hangers
- Vacuum carpet
- Clean light fixtures - replace bulbs
- Clean woodwork and walls of fingerprints and spots
- Clean windowpanes inside
- Clean ceiling fan

Kitchen

- Clean stove, countertop, all burners and under stove top
- Clean exhaust screen and hood
- Clean oven, broiler and broiler pan
- Clean inside and outside of refrigerator - set refrigerator to the lowest setting

- ❑ Clean all cabinets
- ❑ Clean pantry
- ❑ Clean light fixtures - replace bulbs
- ❑ Clean all counter tops, drawers and sink
- ❑ Clean floor
- ❑ Clean microwave inside and out
- ❑ Clean front and inside of dishwasher; remove any standing water

Bathroom

- ❑ Clean all cabinets inside and out
- ❑ Clean woodwork, windows and baseboards
- ❑ Clean mirrors
- ❑ Clean wallpaper
- ❑ Clean sink, tub, and toilet and remove appliqué
- ❑ Clean light fixture - replace light bulbs
- ❑ Clean floor

Please note: The security deposit or statement of disposition will be returned by mail to the forwarding address left by you, subject to any deductions for cleaning, damages, etc. Deposit refunds cannot be picked up at the office. Please allow up to 30 days to process your deposit refund.

APARTMENT FIRE EMERGENCY PLAN

These evacuation guidelines have been developed by management to help residents in the evacuation of their units in the unlikely event of fire or smoke.

Please read the following information carefully and ask the property manager any questions you may have. The following suggested guidelines should be reviewed periodically by you and each resident or occupant in the household:

- If there is fire or smoke in your apartment, go to the nearest exit by crawling close to the floor, where there is less smoke. Do this even if you can tolerate the smoke by standing up. Check the doorknob and entire door to see if either is hot. If both are cool to the touch, open the door slowly and look in to the hallway/walkway or stairs. If it is clear, leave your apartment and close the door.
- Call the fire department. The local emergency number for the fire department is 911. Be sure to give the exact location of the fire (community name, address, building number, floor and apartment number.)
- Warn neighboring residents. Yell, “fire” and knock on neighboring doors.
- **If you are alerted to a fire by smoke from the hallway or an outside alarm, follow these guidelines:**
- Determine if it is safe to leave your apartment. Check the doorknob and entire door to see if either is hot. If neither is hot, open the door slowly and check the hallway/walkway or stairs. If all is clear of fire and smoke, leave your apartment and close the door behind you.
- Stay in the unit if the door or doorknob is hot or the hall/walkway or stairs are filled with smoke.
- Call for help if the telephone works.
- Hang a sheet out of the window to signal to fire fighters that help is needed. Do not try to use the sheet to climb down the building.
- Do not jump from windows or balconies. Needless injuries and fatalities have been caused in emergencies when people have panicked and jumped!
- Stuff wet towels in the cracks around the door to keep smoke out. Use a bucket of water to splash water on the door and/or walls if they become hot. A wet towel tied around your nose and mouth will help filter smoke.
- Remove drapes or other combustible materials near the hot area.

Never go back into the apartment until the fire department or property management team indicates it is safe to do so.

FREEZING WEATHER INSTRUCTIONS

Freezing weather instructions for residents and occupants: *Water pipes in our apartment community may freeze and break unless we all follow the precautions listed in these instructions. If any pipes freeze during the winter, 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 the pipes fixed and get hot and cold water back on in your unit. So please help by following these precautions when subfreezing weather occurs.*

- Leave the heat on 24 hours a day at a temperature setting of no less than 60 degrees. Keep all windows closed.
- Leave open the cabinet doors under the kitchen sink and bathroom sink to allow heat to get to the plumbing.
- Drip all your water faucets 24 hours a day. If severe subfreezing weather occurs it may be necessary to run your faucets at a steady, pencil-lead stream when you are in the apartment and when you are gone. This includes hot and cold water in your kitchen, bathroom lavatories, bathtubs, shower, wet bar sinks, etc.
- Leave all drains open and clear of obstacles; including lavatories, sinks and bathtubs.
- Bring inside potted or hanging plants.
- Contact the management office if you will be away from your apartment for more than 24 hours when subfreezing weather may reasonably be anticipated.
- If you notice a water leak, icy spot, or other hazardous condition on the property, please notify management IMMEDIATELY.
- Please use extra caution when walking and/or driving on the property when freezing rain or snow is predicted or occurring. Remember that walkways, stairs, steps, sidewalks and parking lots can become dangerously slick with the buildup of ice. Hold on to the stair rails where available.

FLOOD GUIDELINES

A flood can occur during heavy rains. Please read the following suggested guidelines carefully and ask the property manager any questions you may have. The following are suggested guidelines and should be reviewed periodically by each resident and occupant.

Before

- Purchase and stock supplies such as a battery-operated radio and flashlight, batteries, non-perishable food items, drinking water, extra ice, ice chest etc.
- Remove plants, flower boxes, patio furniture, etc. from the patio or balcony. Store these items inside your apartment. Put newspaper or plastic under the plant pots or baskets so you will not damage the carpet.
- Fill your car with gasoline and check the battery. Move your car to higher ground.
- Unplug all appliances. Do not turn on the television. Do not plug appliances back in until the water completely recedes, and property personnel give you permission.
- Fill your bathtub(s) with water. You will need water for drinking, cooking, cleaning and bathing if the water supply is contaminated.
- Fill needed medical prescriptions.
- Wash your clothes so you will have plenty of clean clothes available. The laundry rooms will be closed during a flood and electrical power is usually disrupted.

During

- Leave your apartment only if it appears safe to do so, or if you have been instructed to evacuate by emergency or property personnel.
- Move valuable items to higher ground. If one is available, you may have time to move items to an upstairs apartment. If not, put them up on the bed, a sturdy table, etc. Listen for emergency instructions and weather updates on a battery powered radio,
- Use the telephone for emergencies only.

After

- Listen for emergency instructions on the radio. There are many safety precautions that must be followed after the flood passes.
- Stay home and do not drive until you are told it is allowed.

SATELLITE DISHES

The resident may elect to install a satellite dish at the apartment home and must sign a satellite dish addendum, secure liability insurance in the amount of **\$100,000** covering the satellite dish and pay a deposit of **\$500.00** prior to installing a satellite dish. This must be completed by the resident immediately and sent to The Loop Apartments 517 N Loop 288 Denton TX 76209 together with appropriate fees. Please note that if a satellite dish is installed in the apartment home, it is the resident's responsibility to provide the management office with the proper insurance, deposit and signed addendum prior to installing the dish.

AMENITIES

Our goal is to provide you with optimum resident and customer services and outstanding amenities. These policies are in place for your convenience, safety and full enjoyment of our facilities.

Residents and all occupants, including adults, children and guests, must comply with all community policies and rules regarding use of the resident's dwelling and the common areas. There are rules contained in the lease and, in some cases, separate rules attached to the lease or provided to the residents during the lease term. For purposes of this acknowledgement, "owner" includes the dwelling owner, management and all other owner representatives; and "lease" means the Lease Contract entered into between owner and resident(s).

Amenities and facilities include but are not limited to:

- Swimming pool
- Spa or Hot tub
- Tennis Court
- Volleyball Court
- Basketball Court
- Fitness Room
- Playground
- Other Activities

If you have concerns or notice unusual or dangerous circumstances at any facility or amenity area, please notify management and/or police.

SWIMMING POOLS AND SPAS

- **We do not provide, at any time, safety or supervisory personnel at the pools, hot tubs, spas, or any other common area.**
- The Owner and authorized representatives of this apartment community do not and cannot assure, guarantee or warrant your safety.
- With the exception of handicapped assistance animals, no pets are allowed in any pool area.
- For the safety of all, **no glass** of any kind is allowed in any gated pool area.
- **Profanity, reckless activity, disruptive behavior or excessive noise will be immediate grounds for dismissal from the pool areas.**
- **Hours:** All pool areas are **open from 9 am to 10 pm** daily. Anyone in a pool area after closing will be required to leave immediately.
- **Guests:** Residents are limited to **2 guests per apartment** to any pool area, and resident must accompany guests.
- We are unable to provide reservations for any pool area or allow any type of group gathering in a gated area.
- **Pool parties are prohibited** without prior written consent by management.
- **Age Limits:** Persons under the age of twelve (12) years are prohibited from all hot tubs.
- Resident agrees that persons under sixteen (16) years of age using a pool/spa be must be accompanied by a parent or legal guardian.
- **Attire:** Appropriate swimwear is required at all times. No t-backs, g-string or thong suits, cutoffs, diapers or toplessness is allowed.

FITNESS CENTER

- Please provide your own towel.
- Please do not slam weights.
- **RE-RACKING YOUR WEIGHTS IS REQUIRED.**
- Limit cardio to 30 minutes when others are waiting.
- No food, glass or open drink containers are allowed in the Athletic Club. Sports bottles or other non-spillable containers are welcome.
- No gym bags are allowed on the workout floor.
- Immediately report any needed repairs of facility equipment, doors, windows or lighting to the office staff.
- **Hours: Open 24-hours a day 7-days a week**
- **Guests:** Guests must be at least eighteen (18) years of age and accompanied with a resident to use the Fitness Center.
- Guests may not bring guests.
- Guests must adhere to all policies and procedures.
- **Age Limits:**
- Persons under the age of 16 are not allowed in the fitness areas **at any time.**
- **Attire:**
- Proper athletic shoes must be worn (no sandals, bare feet, etc.)

- Proper apparel is required at all times including shirts or tank tops (jog tops are acceptable; however, no street clothes, jeans, cutoff shorts or cutoff shirts are allowed.)
- No bathing suits or swim attire
- Resident agrees to the fullest extent allowed by law that s/he releases and holds harmless the property owners, management, and their employees or representatives from any and all claims, damages or expenses related to the use of amenities, fitness center, fitness center equipment or fitness classes even if caused or contributed by owner or their agent's negligence.

BUSINESS CENTER

- **Use at your own risk – Our owners and representatives are not responsible for viewings, viruses or loss of information.**
- No food or drinks. If you will be printing more than 10 pages, please bring your own paper.
- Please be considerate of others: do not tie up computers for extended periods of time.

Age Limits:

- Children under the age of 12 must be accompanied by a resident 18 year of age or older at all times.
- **After 10:00pm, no one under the age of 18 is permitted in the business center without adult supervision.**

Guests: The business center is for use by residents only.
Guests are not permitted, unless accompanied by a resident.

BARBECUE GRILLS

- **We are unable to provide reservations, nor allow any type of group gathering in a gated area.**
- Facilities are for use by residents and their guests only.
- Use of facilities is at your own risk.
- Please clean grills after use.
- Barbecue Grill Operating instructions are posted at each location for your safety. Please comply with all safety precautions. If this information is not available, please contact the management office before attempting to use these grills.

Hours: These facilities are available for your use between the hours of 8:00 a.m. and 10:00 p.m.

Guests: Residents are limited to **2 guests per apartment** to any common area, and resident must accompany each guest.

NOTIFICATION

All rules and regulations posted within the community are included by reference in this document. Immediately call 911 or the police to report an emergency, suspicious persons, strange vehicles, disturbances, or unusual activity on the community. All references to Management contained herein or used on the property shall by definition include the Management Company, its agent or assign (in singular or plural), the owner, its agent or assign (in singular or plural), as well as the developer, its agents or assign (in singular or plural).

While the foregoing policies contain minimum provisions regarding the supervision of persons less than twelve years of age, residents are advised to exercise their own prudent judgment with respect to the unsupervised use of the facilities located throughout the community by minors. Neither management nor owner, by establishing the minimum requirements contained in these policies, is in any manner representing, guaranteeing or ensuring the safety of any persons when participating in the activities or using the facilities of the community with or without supervision.

Neither management, owner nor developer are liable for any injuries, and residents and guests waive any claims or rights to sue management, owner, its agents or employees for any injury that may result directly or indirectly from the use of any of the facilities on the property.

ACKNOWLEDGEMENT BY RESIDENT OF APARTMENT RULES

APARTMENT RULES: Residents and all occupants, including adults, children and visitors, must comply with all community policies and rules regarding use of the resident's dwelling and the common areas. There are rules contained in the lease and, in some cases, separate rules attached to the lease or provided to the resident(s) during the lease term. Special instructions may have been given to residents regarding smoke detectors, alarm systems, and access gates. Owner has no duty to remove ice, sleet, or snow from the common areas. For purposes of this acknowledgement, "owner" includes the dwelling owner, management and all other owner representatives; and "lease," means the Lease Contract entered into between owner and resident(s)

I have carefully read the foregoing releases and I fully understand their contents. I sign these releases as my own free act. I am aware that these are releases of liability.

Resident(s) Signature(s) *(18 years of age and over)*

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

Occupant(s) Signature(s)

(12 to 17 years of age. Signature of Parent or Guardian required below)

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

Signature of Parent or Guardian *(for named occupants)*

_____ **Date:** _____

Owner's Representative Signature:

Title: _____ **Date:** _____