



# Professional Asset Management & Sales

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[www.pamtexas.com](http://www.pamtexas.com)

## Residency Guidelines/Landlord Rules and Regulations

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Prepared for: Professional Asset Management and Sales  
Approved only for use in Residential Lease Transactions

### Welcome New Residents!

The enclosed material represents the rules and regulations referred to in the lease agreement which you will sign prior to becoming a resident. Please understand that we wish for every resident's tenancy to be as pleasant as possible. In order for this to occur, all residents must be aware of and appreciate the need for careful adherence to the rules and regulations. **It is your responsibility to read this document carefully.** Questions may be asked at any time but preferably before signing the lease agreement so there are clear understandings between the resident and management. Management will work diligently to handle rules administration in a fair and equitable manner.

### Move in Process

After the application is approved and a move in date has been scheduled, the resident must prepare for move in by:

- Paying the deposit in certified funds immediately. The residence will not be reserved for you unless the deposit is paid and lease agreement signed within four days of approval.
- Any payment made must be in certified funds (security deposit, pet deposit, and pro-rated or first month's rent)
- Arrange for utilities to be turned on and an account set up in the name of the resident on the day of move in.
- Arrange for telephone and cable service to the residence.
- Be prepared to pay the prorated rent calculated by the management staff prior to move in.
- Read all rules and regulations prior to the move in so that questions can be answered during the move in appointment if clarification is needed.
- Arrange for at least 30 minutes for the paperwork to be discussed and signed prior to move in.
- No keys will be given to a new resident until all paperwork has been signed, utility account numbers provided, renter's insurance policy number and carrier information provided, and move in costs have been paid in full.
- Pet deposits must be paid in accordance with the lease agreement and in certified funds. We require a copy of the pet's veterinary records to ensure vaccinations are current. A photo of the pet is also required.

### Rent Collection

Rent is due on the first of the month and is considered late at midnight on the third. A late fee is charge on the fourth in accordance with the lease agreement. Acceptable forms of rental payment are money order, cashier's check, personal check, or payment can be made using our website payment portal. **Only certified funds are accepted after the 3<sup>rd</sup> of the month.** Cash is not accepted for the safety of the management staff. It is our policy that only one check per home will be accepted, even in the case of roommates. Partial payments are not accepted. When NSF checks are received, they are redeemable with the combined payment of late fees, NSF fees, and rent within 24 hours of notification by the management staff. Non-sufficient funds checks are redeemable **only** by cashier's check or money order. **The privilege of using personal checks is forfeited by the resident if one NSF check is received during tenancy.** If an NSF check is not paid, management will then proceed to take the NSF check to the district attorney's office and seek legal remedy. On the fourth of the month, a 3 day notice to vacate is mailed to the resident if rent is not received in the management office. Please remember it is ultimately your responsibility to ensure rent is delivered to the management office on time. For purposes of paying rent and any late charges assessed, the mailbox is not the agent for receipt for the landlord, meaning the postmark date is not the date the landlord receives the payment. If rent is not paid by the 10<sup>th</sup> of the month, the resident's file is taken to the Justice

of the Peace Court and the eviction process begins. After the eviction process begins, the balance due (including all late fees, rent, and any other charges) must be paid in full, and paid only using certified funds.

### Late Charges

Occasionally a resident may have unforeseen circumstances that cause him/her to be late paying rent. If an emergency arises and you need to discuss your rental payment please call the office to speak to Joy. Late fees are charged on the 4<sup>th</sup> of the month-10% of your monthly rent and then \$10 per day for every day thereafter.

### Keys

Sufficient keys for the home are provided at move-in. Duplicate keys are available through the office at a charge of \$5.00 per key. If you request a change of locks, we will be happy to do so for a charge of \$50.00 per cylinder. You may not install additional locks on your apartment without the written permission of the owner. In most cases the local post office will issue mailbox keys (Shady Vista Apartments in Burluson is the exception!). Carry a copy of your executed lease agreement to your local post office to receive a mailbox key.

### Lock Outs

Gain access to your home if locked out after office hours by calling the on call maintenance technician. If you are not known by sight by the responding technician, positive identification will be required. If there is any doubt in the technician's mind about the identity of the person requesting entry, we must decline access. **A \$125.00 fee is paid in cash directly to the responding technician at the time of the call.** Residents are not to change locks without the permission of management and delivery of a key to PAMS.

### Maintenance Service

Professional Asset Management, Inc. has a maintenance staff to provide repairs and preventive maintenance service. Residents may request service using our Tenant Web Access (TWA Portal). For more information visit [pamtexas.com/maintenance-request](http://pamtexas.com/maintenance-request). Any problem which may endanger life or poses risk of severed damage to property is considered an emergency. First report to the emergency service such as **police, fire, or paramedics**, and then call the office or answering service to report the incident.

**For after hour maintenance emergencies only** dial our main office number and press prompt #1 to be connected to our on call technician. There is no need to repeatedly call as your request will be processed as you speak to the technician. Only verified emergencies will be responded to after hours or on weekends. All non-emergency requests will be processed the next regular business day.

### Subletting/Assignment

Subletting or assignment of the lease is not permitted. All leases and authorized occupants must be qualified according to the rental policies and acceptance standards of Professional Asset Management and Sales, Inc.

### Renewal of Lease

When the anniversary of the lease occurs, the resident will be mailed a reminder 60 days in advance of the lease expiration date. Renewal options are mailed to the resident within 30 days of the expiration date. We currently offer the following:

- Selection of a 12 month term lease at current market rate or special current resident rate.
- Month to month terms are market rate plus an additional month to month fee. Rent is evaluated every three months.

When not renewing a current lease, a written 60 day notice to vacate is required, even when the lease is expiring. If a new lease is not signed by the lease expiration date, the resident will automatically be charged a month to month fee. Renewal options are mailed to your residence along with a postage paid envelope to return the completed notice. You can also call the management office to request a lease renewal. Please visit the office by appointment only if you wish to speak to management personnel.

Tenant's Initials: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Landlord or Landlord's Representative: \_\_\_\_\_

### Termination of Lease

All residents must give a 60 day written notice to vacate prior to the end of the lease term. This notice may be sent by US Postal Mail, by fax sent to 682-558-8901 or by email to [leasing@pamtexas.com](mailto:leasing@pamtexas.com). Please know we cannot provide rental verification to prospective landlords until the management office has received the resident's written notice to vacate.

### Move out process

After a written 60 day notice to vacate prior to the end of an expiring lease has been given to the office, a move out inspection checklist is returned to each resident emphasizing the appropriate condition in which the home is to be prepared prior to the move out inspection. A Menu of Charges is included for reference should additional cleaning or repairs be required that are considered beyond normal wear and tear. These charges will be deducted from your security deposit.

The move out inspection should be scheduled by the resident during regular office hours. The resident should call at least 72 hours in advance to secure an appointment for the move out inspection and allow 60 to 90 minutes so that all paperwork can be resolved and all keys, HOA cards, or garage door openers returned. Please do not lock the privacy bolt on the exterior doors when you leave the property! The security deposit settlement will be completed within thirty days of the resident's move out. The home is assessed by the inspector, all paperwork is sent to the office for signature of the property manager and deposit disbursement occurs with a copy of the settlement statement sent to resident who leaves a forwarding address. **It is up to the resident to leave a forwarding address with the management office in order to expedite the return of the security deposit or portion thereof.**

### Resident Referrals

Referrals are appreciated by the management of the property. Please feel free to participate in our resident referral program. Ask the office or your property manager for more details!

### Noise

Multifamily buildings are not built to prevent noise transmission as a result of running, stomping, yelling, or loud music. Residents on the lease must monitor all occupants and guests to ensure that this does not occur. Music enthusiasts need to use earphones to preserve their right to volume and respect the rights of others. Noise complaints are the most difficult to control. We must rely on documented occurrences in order to be able to correct behavior. If a resident allows a problem to exist for a period of time and then reveals it, usually the offender feels that their behavior must not have been a nuisance and it is more difficult to correct. Consideration, cooperation and resident involvement are essential in such matters. Domestic disputes of any kind should be reported directly to the police as it is a volatile situation needing professional attention. Report the event to the office so we can log the report in our incident report file for future reference.

### Painting or Papering

Painting or papering on the inside of the apartment or home may be done only by written permission of the owner with a type of paint specified by management. Residents who paint or paper the walls must understand that they will bear the expense at move out for restoring the apartment to the original colors and any paper removal.

### Parking

Apartments: Parking is for passenger vehicles only and no recreational vehicles including boats, trailers, RV's, jet skis, commercial trucks, etc. are permitted. Parking is allowed on a first come first served basis. Handicapped spaces may only be used by identified handicapped vehicles. Parking in non-parking areas is prohibited. Vehicles which are unsightly or loud will not be permitted on the property. Unlicensed, unsightly or damaged vehicles will be towed from the property and stored at the vehicle owner's expense. On premises repairs of vehicles is prohibited. Fitted vehicle covers only are allowed. Motorcycles must be parked in parking spaces only. We reserve the right to restrict the number of vehicles per apartment. Vehicles should be maintained in such a way that fluids do not escape from

the vehicle that would stain, deface the property or cause noxious odors. Never park on the grass or other areas other than those designated for parking. Do not block other vehicles or trash dumpsters.

**Homes:** Do not block the driveway of your neighbors. Parking is limited to passenger vehicles only and all vehicles must be parked in the garage or driveway. At no time are boats, trailers, RV's, jet skis, commercial vehicles, etc. permitted to be parked in the driveway or in front of the home.

### **Fines**

Fines may be assessed for rules violations based on the severity and number of offenses.

### **Emergencies**

If a resident observes the violation of a law, it is the responsibility of the resident to call the police. The police prefer to hear directly from the person witnessing the offense. Calling the after hour service delays the police from responding to the scene. Call emergency services such as the police, fire, or paramedics directly. Keep these numbers handy for your safety and that of your friends, family, and neighbors. Make management aware of any incidents so that we may respond as needed and to record all events that occur on the property.

### **Hallways, Patios, Balconies (if these apply)**

Fire codes prohibit personal property in hallways. This includes, but is not limited to, trash bags, bicycles, furniture, toys, shoes, or the like. For sanitary reasons as well as for courtesy to all other residents, trash is never to be left in the hallway. Also for safety reasons, flammable materials may not be stored anywhere on the property. Patio furniture only is allowed on patios and balconies. We do not permit the hanging or drying of towels, rugs, laundry, etc. from the patio/balcony railings. Plants placed on the patio/balcony may not be hung from anything. They must sit on the floor or on plant stands. Do not attempt to restrict the patio/balcony area with additional screening or fencing for any reason. Do not affix anything to the exterior of the building. Bicycles and riding toys should not be stored on the balcony or patio.

### **Insurance**

A common misconception is that the property owner's building insurance covers the personal property of the resident. Each resident **must** carry renter's insurance and vehicular insurance in the event of a loss no matter what the cause of the loss. The owner of the property is not responsible for the personal property of residents or any deductible amounts for a resident's insurance policies regardless of the circumstance. For those apartments that are a part of a condominium community, the same policy applies to the home-owner's association. They have no responsibility for losses.

### **Pets (Some properties do not allow pets)**

Pets are allowed on the property only after the execution of a pet addendum to the lease agreement, paying a pet deposit and a non-refundable pet fee prior to the pet's entry on the property. Pets must always be leashed or caged when outside the apartment, this means also when on the patio/balcony. Do not tie pets to the patio/balcony or anywhere on the exterior of the property. Pets may not be left on patio/balcony during the day or night when residents are away. Always carry a pooper scooper when exercising a pet to accommodate solid waste removal immediately upon occurrence. In the event of the death or disposal of a pet, the refundable portion of the pet deposit may be refunded if management inspects the inside of the unit and verifies that no damage has occurred.

Pet sitting, temporary pet care or guest pets are not permitted without the prior payment of the appropriate pet deposit and pet fees. We reserve the right to restrict the acceptance of any pet breed that has a propensity to bite.

**Pets not on a signed pet addendum will result in a \$350 fine plus \$10 per day per animal until a pet addendum is signed and pet deposits are paid.**

Many people are afraid of or allergic to animals. To preserve the comfort and rights of all residents, pet owners must observe utmost courtesy by restricting the pet even when the pet is on a leash by holding the pet firmly by the collar and standing between the pet and other people. At no time should a pet owner allow their pet to invade the personal space of another person unless permission is given by the person.

Tenant's Initials: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Landlord or Landlord's Representative: \_\_\_\_\_

### **Pool Regulations (if this applies)**

Pool hours are posted by the property or governing Homeowner's Association. Make all occupants and guests aware of these rules prior to their entry to the pool. Residents must accompany all guests. Management reserves the right to restrict use to residents only if facilities are limited. Persons under the age of 14 must be accompanied by a supervising adult at all times. No glass containers of any kind are allowed in the pool area. No pets are allowed in the pool deck area or in the pool. No horseplay. Swim at their own risk- no lifeguard is provided.

### **Refuse Removal (Multi Family Units)**

All refuse must be properly bagged, tied securely, and placed in the designated receptacle. Young children may be injured in performing this task; therefore, please refrain from assigning it to them. You are encouraged to recycle. Do not place refuse beside receptacles. Please open the lid and place all refuse inside. If the receptacle is full please call the office to request additional pickup from the disposal company. Receptacles are for resident use only and should not be used to dispose of furniture, mattresses, televisions, or other large items.

### **Miscellaneous**

- There shall be no signs displayed in windows or anywhere on the property by the residents. Nothing is to be placed between blinds or other window coverings and the glass of the windows so that it shows outside the apartment or home from the windows. No stickers are to be placed on window or door glass.
- No wires, satellite dishes, or antennas used for the purpose of receiving or transmitting signals may be affixed to the exterior of the building, roof, patio/balcony, bricks, etc. They can be mounted on a pole in the back yard of the property only.
- **Only residential one- or two-ply toilet paper should be flushed down the toilets.** No baby wipes, cosmetic wipes, Clorox wipes, biodegradable or "flushable" wipes, or sanitary products should be flushed.
- Tenants on the lease are responsible for the conduct of all occupants of the unit and their guests.
- No resident or guest will be allowed to disturb other residents with noise, whether inside/outside the apartment or home.
- Rental properties are to be used for residential use only. No businesses are allowed to be run out of the property including day care, group homes, hair salon, nail salon, or cosmetology business.

### **Safety**

The owners of this property do not warrant the safety of persons or personal property during tenancy.

- Locks and latches are provided on windows and doors. It is the resident's responsibility to secure and report any malfunction.
- Non-functioning latches or locks are repaired as soon as possible after you notify management, day or night.
- Personal safety is a personal obligation, safety tips follow:
  - Lock your apartment at all times.
  - Do not give keys to guests who are not parties on the lease agreement.
  - Keep your vehicles locked.
  - Do not give out gate codes to non-residents or guests.
  - Visually check your pathway when out at night alone.
  - Do not leave your vehicle at night if a questionable person is in sight.
  - Check in/out with friends/family particularly when travel is involved.
  - Immediately report any hallway or other common area lighting that is not functioning properly.
  - Be careful and watch out for your neighbors as well.

### **Smoking Materials**

Smoking is not permitted inside any rental property. Appropriate disposal of smoking materials prior to entering the building is required of all residents on the property and their guests. This means that cigarettes, cigars, chewing tobacco or similar substance remains must be disposed of in proper containers rather than on the grounds of the

property or parking areas. If evidence of smoking inside the unit is found at move out, additional charges will be assessed for damage to the paint, additional carpet cleaning, or any other remediation expenses. These charges will be reflected on the security deposit disposition.

**Office and Staff Information**

The management office is open Monday through Friday from 9am to 5pm. If you need to pay rent after hours you can deposit it via the mail slot on the door at 2009 E. Lamar Blvd Ste #100 Arlington, TX 76006. If your payment is removed from the mailbox the following morning we consider it received the day before.

Our office staff is available to assist you during normal business hours. Our telephone number is 682-558-8900. Please refer to the list below if you require assistance for a specific item:

**For general inquiries** tell the receptionist why you are calling and she will connect you to the correct person.

**For maintenance requests** submit a request in the TWA containing your specific request. Visit [pamtexas.com/maintenance-request](http://pamtexas.com/maintenance-request) for more details.

**For questions regarding your application, signed lease,** email [applications@pamtexas.com](mailto:applications@pamtexas.com)

**For information about your lease renewal** contact Shirley or email [leasing@pamtexas.com](mailto:leasing@pamtexas.com)

**If you have questions about an interior inspection** contact your property manager.

**For assistance with your website payment account** contact Dawn or email [dawn@pamtexas.com](mailto:dawn@pamtexas.com)

**For information about evictions or payment arrangements** contact Joy Ann or email [joy@pamtexas.com](mailto:joy@pamtexas.com)

**To request an appointment to for a move out inspection** contact your property manager.

**If you are ready to purchase a home** and would like to speak with a licensed real estate agent please call our main office number and ask to be connected to a sales agent.

**Signatures**

By signing below you acknowledge you have read and understood the content of the Residency Guidelines.

\_\_\_\_\_  
Date Tenant

\_\_\_\_\_  
Date Tenant

\_\_\_\_\_  
Date Tenant

\_\_\_\_\_  
Landlord/Landlord Representative Date

\_\_\_\_\_  
Property Address