



## **RESIDENT HANDBOOK**

### **WELCOME**

Welcome to our community, we are pleased that you have chosen to make your home with us. This resident handbook is designed to orient you with our company policies. Please keep it handy; many questions you might have are answered in it. These policies and procedures are not meant to replace any addendum, which may be a part of your lease. Sometimes the lease deals with these matters in greater detail, and the lease always controls.

It is our desire to provide the highest quality living environment possible for our residents. Should you have any questions, please feel free to call, write or visit us. Our office is located at 505 W. 41<sup>st</sup> Street, Back Unit, Austin TX 78751. Written correspondence should be sent to the following address:

**EQ Real Estate  
P.O. Box 303235  
Suite H  
Austin, TX 78703  
(512) 472-9100  
(512) 472-9102 Fax  
(877) 846-9731**

**Emergency Maintenance Phone:**

**Office Hours Monday – Thursday 8:30 AM – 4:30 PM  
Friday 9:00 AM – 1:00 PM or by appointment**

### **FAIR HOUSING STATEMENT**

EQ Real Estate is committed to compliance with all federal, state and local fair housing laws. Your community policies are designed to provide for consistent and fair treatment of residents in the spirit of these laws.

We have a legal obligation to treat each individual in a manner consistent with the treatment of all residents, occupants and their guests. Please do not put them in the difficult position of denying a request for an exception to written policy.

Thank you in advance for your cooperation.

## **GOOD NEIGHBOR POLICY**

All policies in this handbook apply to all residents, occupants and their guests. Please be mindful of your neighbors and help us maintain a quiet, clean community.

## **RENTAL PAYMENT**

- Rent can be paid on line to help avoid late charges.
- Your rent is due on or before the first day of each month.
- We allow a *grace period for payment until the third day of each month*. Regardless of whether the third falls on a weekend or holiday, rent is considered late after the third of the month. All rent received after the third of the month will be charged a **\$50.00** initial late fee plus **\$10.00** per day until your rent is paid in full.
- A \$50.00 fee plus all applicable late charges will be assessed on checks returned by the bank for any reason.
- After we receive two NSF checks, we will no longer accept personal checks or online payments. From then on future payments must be made by cashier's check or money order.
- Return payments may be made after office hours by dropping your check or money order in the night drop slot.
- All checks must have your address and unit number clearly printed on them.

## **LOCKS AND KEYS**

- Use the existing locks provided. You may not change or alter existing locks.
- If you lose your keys or wish to have your door lock or mailbox lock changed, we will do so for a \$75.00 charge.
- If your locks do not work properly, notify us immediately. We will not charge you for installing required security devices that were missing or faulty.
- We will not give your apartment key to anyone other than maintenance and / or parties and occupants listed on the lease without prior written permission.
- Our staff will be happy to make a duplicate copy of your unit or mail key for a \$5.00 charge.
- There is a \$75.00 charge for any unreturned keys at move-out. Unit keys and Mailbox keys are separate charges.

## **SECURITY, SAFETY & LIGHTING**

Neither the owners nor management provides or warrants security. Each resident is responsible for his or her own security and that of family, visitors, guests and personal property. You are requested to report common lighting problems or hazardous conditions to the management.

## MAINTENANCE

MAINTENANCE REQUESTS will be completed in a timely manner. Requests are done on a regular and “as needed” basis. Non-emergency requests will be completed between 9:00 am and 5:00 pm Monday through Friday, excluding holidays. We strive to complete a maintenance request within 24 hours, but can never guarantee same or next day service unless it is an emergency. Please report security related problems and water leaks right away.

You will be financially responsible for maintenance problems caused by you or your family or guests. You are not allowed to contract for repairs or make repairs yourself and then deduct the cost from the rent.

Helpful tips:

- In an effort to conserve water, please report any leaking water faucets, showerheads or running commodes to our office immediately.
- Please check your smoke alarm battery and A/C filter monthly. Replacement is your responsibility and will ensure your safety and decrease utility use.
- Should you lock yourself out of your dwelling unit after office hours, please call a locksmith to let you back in.

**EMERGENCY MAINTENANCE REQUESTS** The only types of maintenance problems handled after hours or on weekends will be emergency maintenance. An emergency repair is a situation threatening you or the property, such as flooding of the dwelling (that cannot be turned off at the cutoff), electrical problems, the smell or presence of gas, fire, or A/C or heating problems (when the temperature might affect the health/safety of a child or ill or elderly person) or any situation unsafe to you or the property.

After office hours, emergency maintenance requests can be reported by calling the after hours maintenance number at 877.846.9731. **Please remember this is for maintenance emergencies only.**

## LEAD BASED PAINT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.

## ASBESTOS

In most dwellings that were built prior to 1981, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws that limit asbestos in certain construction materials.

The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance to those materials.

### **PATIOS, BALCONIES AND BACKYARDS**

- Only patio furniture and live plants are allowed to be placed outside.
- No household furniture is allowed outside.
- Live plants must be potted in clay pots with saucers to protect deck surfaces from water damages. All plants must be healthy and well cared for or they will be removed at the discretion of the management company. Plants shall not be placed on the balcony railings. Potting soil, empty pots, etc. are not to be left outside
- Do not hang laundry, blankets, or towels on your railing or fence.
- Do not leave mops, brooms, boxes, newspaper or other household items or refuse outside.
- The unit is to be used for residential purposes only. Operating a business from the unit is not allowed; any materials on the premise intended for that purpose will be removed.
- Tenants with household pets must not leave feeding or watering bowls on porches or common areas. They attract roaches, ants, and fleas and will be removed immediately. All pets must also have current rabies shots and must have an identity collar and tags or they risk being taken to the animal shelter.
- Residents shall deposit trash directly into trash dumpsters. Please do not leave trash on stairwells, landings or balconies. Also, do not dispose of personal trash in the cans located at the mailboxes or laundry rooms. These trashcans are for junk mail and laundry waste respectively.
- We recommend that you store your valuable items such as bicycles and tools inside your apartment.
- Items that appear to be abandoned will be removed.
- You may be fined \$25.00 per occurrence for a violation of these policies.

### **NOISE**

- Residents and their guests must refrain from activities that will interfere with the rights, comforts or conveniences of other residents or neighbors.
- Social gatherings must not become boisterous or generally objectionable to other residents.
- Residents, occupants and their guests are prohibited from playing radios, televisions, and musical instruments at a volume that will disturb others in the community.

- If complaints are received, the accused resident will receive written warning. After three (3) warnings the resident(s) in violation of the community noise regulation will be fined and/or asked to vacate.

### **BED BUGS**

- You must promptly notify us of any known or suspected bed-bug infestation or presence in your dwelling.
- You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. And you must allow our pest control agents to access the dwelling at reasonable times to inspect for or treat bed bugs.
- Please refer to the Bed Bug Addendum of your lease to learn to identify bed bugs and tips to prevent bringing them into your unit.

### **FIRE**

- Fire laws and insurance requirements prohibit the use of barbecue grills in breezeways, balconies or patios. All grills must be placed at least ten (10) feet away from any building or overhang.
- DO NOT REMOVE YOUR SMOKE ALARM.
- Please test your smoke alarm on a monthly basis. You are responsible for changing batteries and maintaining the alarms in your apartment.
- In case of a fire, call 911.

### **PREMISES**

Commercial businesses may not be conducted from the premises. No occupants other than the ones listed in the lease are allowed. Subletting is not allowed.

Each dwelling is limited to a certain number of persons, and each person's name must be listed on the lease as a resident or occupant in the lease. No one may live in the unit without an application on file or our prior written approval.

Once the lease is signed you are expected to honor all of its terms. Each resident listed on the lease is jointly and severally liable for all obligations in the lease. If the lease is violated, we may bring suit against one or all the residents and/or file against their credit record.

## **PET POLICIES**

Our pet policy differs from property to property. **You must speak with the management staff prior to any pet moving in to your home.** The staff will provide you with a written pet policy for your community. If an unauthorized pet is found in a unit an initial fee of \$100.00 per animal will be assessed, plus \$10.00 per day until it is removed from the premises.

## **VEHICLE**

You can avoid having your vehicle towed by having your car in acceptable running condition with current license plates and inspection sticker. You need to park correctly in the parking spaces. Cars with flat tires, on blocks etc. will not be tolerated. Please do not perform mechanical work (i.e. changing your oil) in the parking lots.

## **MOVE-OUT POLICIES**

As a courtesy we may notify you before the expiration of your lease or you may be sent a renewal notice giving you an opportunity to renew your lease. If we choose not to renew your lease, you will be sent a notice to vacate the property at the end of your lease term. If you decide not to renew, you must notify our office **AT LEAST 30 DAYS** prior to the lease expiration date. This notification must be in writing and submitted on the first day of the month and your move out date must be the end of the month.

## **DEPOSIT DEDUCTIONS**

Deductions are made from Security Deposits for just cause. Such charges include but are not limited to, labor charges and/or replacement of damaged or missing fixtures, appliance parts or any other items furnished in the dwelling beyond normal wear and tear. In order to receive a refund of your security deposit, you must follow all of these procedures:

- Fulfill the complete term of your current lease contract.
- Give the required 30 – 60 day written notice on the first of the month that you will vacate your residence.
- Pay all rent and charges through the schedule day of your move out or lease term.
- Remove all personal belongings from the apartment and clean your apartment thoroughly. If you have changed the décor of the apartment, you must return it to its original condition.
- Provide the office with a forwarding address.

- Return all keys and parking permits on the scheduled move-out date. It is acceptable to use the rent-drop to return keys and leave a forwarding address.
- Deposit refunds will be returned within 30 days of your move out date.
- Deposit checks will be made payable to everyone occupying the dwelling and sent to one address. This can only be changed with written consent of all tenants.

### **ENJOY YOUR NEW HOME**

Thank you for your cooperation by making every effort to comply with these rules and guidelines. Any additional comments or suggestions are appreciated. We value your residency and will continue to provide quality service to all of our residents.

Sincerely,

Management  
EQ Real Estate