



# Desert Shadows Apartments

4112 Loop 306 San Angelo, TX 76904  
(325) 942-7561

## COMMUNITY POLICIES

The management and staff would like to take this opportunity to welcome you. We are happy that you have chosen Desert Shadows as your new home and we will make every effort to ensure your satisfaction.

These policies and guidelines are provided to help make the transition to your new home as easy as possible. If you have any questions, please feel free to contact the office.

**We do not allow consumption of alcohol in public areas on the property. You may consume alcohol in your unit and on your patio/balcony. You must not disturb your neighbors while consuming alcohol. Any person(s) violating this policy will receive a violation notice for each offense.**

### LATE RENT AND/OR NON PAYMENT OF RENT

All rules of paragraph 6 of the Texas Apartment Association (TAA) Lease will be strictly followed regarding late rent and non payment of rent. In addition, if the resident is late more than four (4) times during the calendar year, **the resident and all occupants will be evicted.**

**There is a \$25.00 Non-sufficient Funds (NSF) fee for all returned checks.** There is no exception, unless your bank makes arrangements with this office and your bank is at fault. Our company policy is that after one (1) check is returned for NSF, you must pay rent by money order or cashiers check until the end of your residency. It is also our policy that we do not run checks through after the first time.

### UPON MOVE-IN

You must complete and submit to the office a Move-In Move-Out Form within **72 hours** of your move-in date, at which time you will be issued your mailbox key. This form allows you to note any problems or deficiencies in your apartment. It will be kept in your file during your residency and will be referred to when you move out. This ensures that you are not held accountable for any pre-existing conditions. Make sure that all items needing repair or attention are noted on this sheet.

Residents are responsible for deposits and monthly billing for their electricity. The electric service is to be turned on in your name. Failure to do so will result in a lease violation and possible eviction. We provide water and **basic cable**, with one outlet in the living area. Additional outlets are allowed and any additional charges will be incurred by the tenant.

You will be issued one apartment key and one pool key for each lease holder. Mailbox keys will be issued once the Move-In Move-Out Form is returned. If you lose your key(s), there will be a replacement fee of \$5.00 per key. In the event you are locked out of your apartment, bedroom, or bathroom after hours, there will be a \$25.00 fee charged for the management or the maintenance staff to let you in. If you request a lock change, it will be performed by our maintenance at a cost of \$25.00. Please note the stipulation in your lease regarding lock changes without management authorization.

Residents are required to obtain **renters insurance** for their personal property. The owner cannot insure a resident's personal belongings against damage, loss, or theft. Proof of this insurance must be received in the office within **72 hours** of your move-in date, at which time you will be issued your mailbox key.

### INSIDE YOUR APARTMENT

**Smoke alarm(s) and fire extinguisher(s)** are provided for your safety, as well as that of your neighbors. Please **do not tamper with or disconnect these safety devices.** **In the event that the Fire Marshall finds a disconnected alarm, a fine of up to \$2,000.00 can be assessed. Desert Shadows also has a fine attached to this in the amount of \$100.00 per occurrence of the alarm being disconnected.** You are also responsible for your fire extinguisher. If it is damaged or missing, a \$40 replacement fee will be charged. Alarms and extinguishers are checked and inspected periodically according to the law. **Failure to allow entry for fire extinguisher inspection will also result in a \$40 fine.**

Please be very careful with regard to the **garbage disposal.** Any damage it sustains from non-food items will be repaired at a cost to the resident. Also, any foreign matter other than toilet paper found in the **toilet bowl** will result in the bill being sent to you.

If a **window** gets broken in your unit, you will be responsible for the cost of the replacement. Upon move-in, all **light bulbs** should be in working order. **Replacement of these bulbs becomes the resident's responsibility after move in.** Kitchen florescent bulbs can be requested through the office for a cost of \$5.00 per bulb.

Please note the section in your lease pertaining to **repairs and alterations** in your apartment. The Property Manager must approve all alterations that are made to your apartment. There is no exception to this rule. If you are in doubt, please speak to us about the repair or alteration.

**Heating, Ventilation, and Air Conditioning (HVAV) filters** are changed every other month; however, if you desire a new filter between these times, please call the office and a new filter will be provided for you. There is a limit of one additional filter between regularly scheduled changes.

Preventive **maintenance** is done periodically in every apartment. A notice will be sent out ahead of time and access is **required**. Some examples of preventive maintenance are the changing of air filters, water heater checks, and checking for overall tidiness of the property.

**Request for repairs** should be made directly to the office during business hours. Please follow this procedure so that we can ensure that your needs are being met promptly. If you have an emergency, such as a water leak or heating/cooling problems and it is after hours, you may call the office number and maintenance will be dispatched to take care of the problem. We have a 24 hour on call service. Any emergency concerning maintenance must be reported immediately to the answering service. If you have an emergency other than maintenance, please **call 911**, and then promptly notify the office of any problems that you may be having. We have a courtesy officer on property that is also on call 24 hours. If your emergency is after office business hours, the answering service will route your call and notify the proper personnel. Please note that maintenance repairs due to tenant negligence or tenant damage will be billed to the tenant after the repairs have been completed. If it is a non-emergency, you may call the office during regular office hours. Please do not disturb personnel at their homes.

The owner provides blinds in each apartment. Please do not replace them without written permission from management. **NO FOIL, GARBAGE BAGS, BEACH TOWELS, BLANKETS, WINDOW CLINGS, STICKERS, ETC. ARE ALLOWED ON THE WINDOWS.** If management discovers that your blinds are broken, you will be given a three (3) day notice to replace them. If they are not replaced within three (3) days, management will create a work order to replace them and you will be charged \$25.00 per blind.

**Pest Control** will be here the 3<sup>rd</sup> Monday of every month to spray, alternating between buildings 1-9 and 10-18. If you have a problem between these regularly scheduled times, please call the office and we will call the Pest Control to address your problem. **You may not deny pest control treatments. If you have allergies** or other medical issues that would be affected, you must provide us with a statement from a qualified medical professional. **Failure to allow Pest Control to enter your unit will result in a \$30.00 fine and may also result in the eviction process.**

**Pets** are allowed at Desert Shadows with stipulations:

Only one pet per unit is allowed. The pet must be over 1 year old and fully potty trained. The pet must not weigh more than 25 pounds when fully grown, be current on all vaccinations, and microchipped. The pet must also be spayed/neutered. We will not accept wavers from the city for breeding purposes. You must provide proof of these requirements. "Visiting pets" are not allowed for any length of time. A visiting pet will be considered an unauthorized pet and will result in a pet charge. **Pet snakes (or any type of reptile), ferrets, or rodents of any type are not allowed. If you have a fish tank/ aquarium and it causes any type of water damage to your unit or a surrounding unit, you will be fully responsible for any and all cleanup and/ or repair costs.** If you have an **assistance animal**, you will not be required to pay a pet fee, providing you submit written documentation from a qualifying individual stating that the animal will benefit your health and well-being within 10 days of move-in. All pet rules will still apply and you must provide shot records and complete a pet addendum.

**Pet violations:**

If you violate the animal restrictions of paragraph 27 or other animal rules, you will be charged \$100.00 initial fee per animal and a daily fee of \$10.00 until the pet is finally removed or all fees are paid. Fees may be retroactive up to the beginning date of your lease. You may not leave your pet unattended on the patio or balcony at any time. This includes dogs and cats. You may not allow your pet to use the restroom on the patio or balcony. Residents will be charged a \$100.00 fine each time a violation of this rule occurs. **You must pick up all pet feces while walking your pet.** Residents will be charged a \$100.00 fine each time a violation of this rule occurs. You must keep your pet on a leash at all times while outside of your apartment. Residents will be charged a \$25.00 fine each time a violation of this rule occurs. **All residents who own a pet must kennel or restrain the pet while maintenance is in their unit. This is for the protection of the pet and our maintenance staff. If the resident is not home and the pet is not kenneled or restrained, maintenance will not enter the unit unless it is an emergency. The resident will have to re-schedule their work order/maintenance for a time that the pet will be kenneled or restrained. If the pet is locked in the room**

**requiring maintenance, our staff will leave the unit and come back once the pet has been removed from the room.**

## OUTSIDE YOUR APARTMENTS

Only appropriate **patio** furnishing and plants should be left on patios and balconies. **Outdoor cooking** is prohibited on your balcony or patio. No flammable substances are to be stored inside or outside of your apartment.

**Entry and breezeway areas** are to be kept clean and neat at all times. No linens, clothes, mops, rugs, brooms, etc. are to be left on your balcony or patio. Only grills are to be stored in breezeways. Outdoor furniture and plants should be limited to patios and balconies. Nothing should ever be stored under stairwells. This is considered a fire hazard. You will incur a violation charge of \$50 for each occurrence. Items will be removed and stored by Desert Shadows to await pickup by the tenant.

**Do not leave bagged garbage outside your apartment for any length of time.** This is unsightly and unsanitary. The staff will place garbage back inside your apartment. **There is a \$25.00 violation fee each time trash is found outside your patio, balcony or your front door. Do not hang stringed lights on your balcony or patio as it is considered a fire hazard.**

## PARKING

There is no designated parking on property other than the office, maintenance, handicap parking and visitor. Boats, tractor-trailers, campers, etc. are not permitted in the parking area. Unsightly or inoperable vehicles will be towed at the owner's expense. All vehicles must have current tags and inspection stickers. **There should be no parking on any grassy area on property. This may result in damage to the sprinkler system and will cost you for the repairs.** Please be considerate and park within the marked spaces, as we are somewhat limited. No car washing or auto repair is allowed on property. Residents and visitors are not allowed to park directly in front of the office between the hours of 8:00 a.m. and 5:00 p.m. Parking in reserved spaces could result in vehicle being towed. Tenants must have a parking tag on their vehicle/s that is clearly visible. Visitors must park only in designated visitor parking areas. Failure to have a tag on a vehicle could result in the vehicle being towed. Parking in assigned handicapped spaces without a handicapped tag is strictly prohibited. Violators will incur a violation fee in the amount of \$50. Parking in fire lanes is strictly prohibited and will result in a violation fee of \$100 as it is a safety issue.

**Speed Limit** is 10 miles and hour. **Please follow this policy as the safety of all residents is affected by the parking lot traffic.** There is a stop sign in front of building 4. This allows the main stream of traffic to flow. Please adhere to this stop sign and be cautious. **Remember, there are children living here.** Also, please adhere to the posted signs located at all entrances to the property. There is no loud music from car stereos allowed on the property. Please be considerate of the other residents and do not create a noise disturbance. You can receive a violation notice for loud music. Failure to follow this guideline can result in the eviction process.

**Please be considerate of your neighbors.** Stereos, televisions, radios and musical instruments should be played in a manner as not to disturb others. After 10:00 p.m. all noise should be kept at a quiet level; especially the bass tones. If your neighbors disturb you, please call the office and the situation will be addressed. **Do not** confront residents on your own. Written or verbal warnings will be issued to residents that create disturbances. If a third occurrence takes place, an eviction notice will be given. Please remember that you are responsible for the conduct of your guests while they are on property. We do have a courtesy officer that can issue violations.

## Conduct.

**Abusive behavior of any kind towards staff will not be tolerated and is grounds for immediate eviction.**

**Please note that all other forms of mobility on wheels, such as bicycles, skateboards, roller blades, etc., are strictly forbidden.** They are not to be ridden on this property. Motor vehicles of any kind that are not street legal, such as ATV's, dirt bikes, etc., are not to be ridden or stored on property.

Criminal use of **firearms, BB guns, slingshots, pellet guns, etc., is strictly prohibited** on this property. If you are caught misusing a firearm on property, the police will be called and you will receive an eviction notice. Remember you are responsible for the actions of your guests, as well. We do not allow any kind of criminal offense on this property!

## POOL RULES

**The pool hours are from 10:00 a.m. to 10:00 p.m.** Pool hours are strictly enforced and must be observed by all residents. The pool area may be closed during these hours for repair or cleaning. We ask that you cooperate with us on this matter. Please be advised that **NO LIFEGUARD WILL BE ON DUTY.** Persons using these

facilities do so at their own risk. No glass or food is permitted in the pool area. Broken glass in the pool will result in draining the pool and refilling it at the expense of the guilty party. Drinking or eating while in the water is prohibited. Texas Department of State Health Services rules prohibit glass containers in pool area, and eating and drinking while in water. No smoking in the pool area. No pets are allowed in the pool area. No running, horseplay, fighting, dangerous conduct or noise, which disturbs the other residents or guests, is allowed in the pool area. No diving into the pool. Ear phones must be used with all radios, stereos, or other music devices brought into the pool area. Residents must place their own towels across chairs when using tanning oils or lotions. Owners are not responsible for lost, stolen or damaged items. Residents and their guests are responsible for any damages or repairs they or their guests may cause. The pool may be used only by residents and their guests. No more than **2 guests** of a resident or authorized user may use the pool at any one time without the owner's/management's express approval. Only swimwear is allowed in the pool area. Persons using pool facilities do so at their own risk. Owner/Management assumes no responsibility for accident or injury. Residents and guests must be especially careful when supervising poor or inexperienced swimmers. Residents and guests must be watchful at all times to make sure these individuals do not wander into the pool area alone. Pool yard gates may not be propped open or otherwise rendered inoperable, even temporarily, per the Texas Department of State Health Services Rules for swimming pools and spas. All poor or inexperienced swimmers must be supervised by a stronger swimmer or person capable of rescuing them in the event they encounter distress while in the water. Residents are responsible for their own compliance with these rules, as well as that of their occupants and guests. Violating these rules will entitle the owner to terminate the resident's right of occupancy or a guest's ability to use the pool. The pool may only be used from 10:00 a.m. to 10:00 p.m. **DIAL 911 FOR EMS OR POLICE EMERGENCY**

**If you do not follow these rules, you will be banned from the pool for a determined amount of time set by the Property Manager. Numerous violations may also result in an eviction or permanent loss of pool privileges.**

**If you are currently on the Affordable Housing Program and obtain a Section 8 Voucher, you will be required to sign an agreement removing yourself from the Affordable Housing Program at the time that you complete your new lease contract. If you are currently on the Section 8 program, you will not be able to obtain a position on the Affordable Housing program. Tenants are not permitted to be on both programs simultaneously.**

All fines, deposits, fees or any other charges must be paid in full. We will not take payments for any of these items.

**Again, we hope that you will enjoy living here at Desert Shadows. Please remember that we are here to help. If you need us, we are available 24 hours a day by calling the office at 325-942-7561.**

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Resident Signature

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Date

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Resident Signature

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Date

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Desert Shadows Signature

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Date