



Community Policies

Thank you for choosing Portofino Apartments. It is our goal to make your experience with us a positive one. Therefore, these community policies have been implemented to make our community a pleasant place for everyone.

These community policies are an addendum to your lease as referred to in your lease contract. Violation of any of these community policies can result in termination of your rental agreement. These policies may be added to, amended, or repealed at any time by the management.

By signing a lease with Portofino Apartments, you understand and agree to comply with all of the rules in the lease and these community policies.

WE ARE HERE FOR YOU!

Phone Number: 806.793.3434

Email: Portofino@asken.com

Website: www.portofinoapts.com

Office Hours: Monday-Friday 9 am – 5 pm, Saturday – 10 am – 2 pm **varies per season

<p>Guest Gate Directory Access Code (Last 4 Numbers of Your Phone Number)</p>	<p>Fitness Center/Pedestrian Gate Code (Code may change and you will be notified by email)</p>
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Communication

In an effort to save trees, our main form of communication is electronic via email and text. Please make sure your email address and phone number stay up to date to receive our communication emails such as monthly rent statements and property news updates.

24 HOUR EMERGENCY MAINTENANCE

Our emergency maintenance service is designed to assist you in making your home a safe and functional environment. When you call **806.793.3434** to place an emergency request, please use the following guidelines. Please do not email an emergency request.

What is an After-Hours Emergency?

No hot water, No heat (temperature under 55 Degrees), No air conditioning (over 98 Degrees), Air conditioning leak, Water leaks damaging flooring or walls, (dripping faucets are not considered an emergency), Inoperable commode (applies to apartments with no functioning restroom), Broken or inoperable door lock, Refrigerator not cooling, Inoperable oven/stove, anything that may cause harm or injury to a person.

What is not considered an After-hours Emergency?

Light bulbs, Exterminator request, or Dripping faucets, Food disposals, Low battery smoke alarm signal, etc.

Resident(s) Initials: _____

In the event of an emergency:

1. Evacuate your apartment
2. Call 911
3. Notify management by calling **806.793.3434**

MAINTENANCE REQUESTS

Normal maintenance requests that are not considered emergencies will be handled in the order received during regular office hours. All maintenance requests must go through office staff via the online portal maintenance request form; maintenance staff is not allowed to take additional work orders not outlined on the service request. If a 3rd party repair is requested, we will honor that request. However, if the contractor makes the same diagnoses that we have already made, the resident will be responsible for the 3rd party bill in addition to a maintenance service fee.

PAYMENT OF RENT

All rent is due on the 1st of the month.

Rent is payable to Portofino Apartments and will be collected on holidays and weekends. Rent is late on the 4th of the month and late fees will be applied. There will be no exceptions and fees will not be waived. Late fees are automatically billed on holidays and weekends. Payments made by check, money order and cashier's check can be taken to the office or dropped off in the night box. Payments by electronic check and debit/credit cards are accepted 24 hours online via tenant portal. Upon move out, you will be responsible for deactivating automatic payments. The office does not have access to do this for you. All payments will be applied to other charges first and rent last. Thank you for understanding that we cannot accept cash. Monthly rent statements will be delivered on the 1st of every month via email. You may also view your balance at any time via the online portal.

HOW THE REFERRAL PROGRAM WORKS

Referring a friend or family member to Portofino Apartments is simple and rewarding. Here's how it works:

1. **Spread the Word:** Tell your friends and family about the fantastic living experience at Portofino.
2. **Referral Sign-Up:** Have your friend or family member mention your name on their Application.
3. **Qualify for the Reward:** Both you and the new resident must be in good standing with your lease agreements.
4. **Earn Your Reward:** The \$250 referral award is payable up to 60 days after the new resident moves in.

Restrictions Apply

- * The new resident must sign a lease contract and move in.
- * Both you and the new resident must be in good standing.
- * The referral award is payable up to 60 days after the new resident moves in.

LOCKOUT SERVICE

We are pleased to provide a lockout service for our residents, to avoid finding and paying a professional locksmith. The fee charged for all lockout calls will be a minimum of \$50 before 10 pm, \$100 after 10 pm and holidays and will be charged to your account. This fee will apply to any calls before or after office hours, weekends and holidays.

Only those residents on the lease and with proper ID will be allowed access into the apartments. Please be aware that staff members responding to your lockout call do not necessarily live in the community; please take their travel time into consideration. Your patience is appreciated.

RENTERS INSURANCE

Portofino Apartments requires all leaseholders to carry renter's insurance on their apartments. A minimum of

\$100,000 is required and must be maintained throughout the lease term.

MAIL

You will be provided a mailbox key. If your mailbox lock must be replaced due to a lost key, a \$ 25.00 replacement fee will apply.

Any packages that are delivered for a resident that are too large to be placed in their mail box will be kept in the office. We are not responsible for delivery of packages left in the office. Any packages left by UPS, FedEx, or any other independent shipping company will also be held in the office and available for pickup during office hours. Package delivery by the office is not a guaranteed service and only available upon staff availability.

The personal service convenience fee applies to any requests that may include but is not limited to the following: turning off electronic devices in your apartment, closing or locking garages or doors, delivering or picking up packages to or from your apartment, etc.

The fee will range per request type starting at \$25 for each visit to your apartment. Additional rates and fees apply for weekend and after-hour requests.

WINDOWS

-All windows are to be kept uniform on the exterior.

-Foil, pictures, toys, flags, etc. are not allowed interior or exterior windows.

-Window coverings must be kept in good repair; the replacement fee is listed in the Standard Vacating List.

HEALTHY LIVING

Your apartment and garage must be kept clean, sanitary, and free from objectionable odor. Chemicals, trash or other materials which could prove hazardous or pose a health violation are not allowed.

-Do not put sanitary napkins, tampons, condoms or paper towels down commodes. If your plumbing stops up, you are responsible for the repairs. Do not use abrasive cleaners on bathroom sinks or tub enclosures. Use a liquid cleaner.

-Please keep everything in the appropriate places; outdoor furniture outside and indoor furniture inside.

-When hanging pictures, use either damage free Command wall strips or small nails. Do not use self-adhesive hangers. Please remember that you will be charged for the repair of any damages when you move out.

-Alterations and improvements to Portofino Apartments structures are not allowed without the written permission of management.

PEST CONTROL

Your apartment will be exterminated quarterly. If pest control services are refused, you will be charged for cancelled appointments or damages caused to the property. Weekly Resprays are available at no charge only upon request. You can help prevent creating an issue if all trash and garbage items are removed from your apartment on a daily basis.

SMOKE ALARMS

Your smoke alarm must be operable at all times. Please do not remove the battery or the device from its original location. Removing it is a violation of your lease agreement. Please report any malfunctions immediately.

Paragraph #8 of your lease says: *"Owner will test smoke detector and provide working batteries at resident's initial possession; thereafter resident shall pay for and replace batteries, if any, as needed."*

PORCHES & PATIOS

All porches and patios will be kept swept and free from trash. Do not leave trash in front of your door. There will

be a \$25.00 trash removal fee for any trash, or other items, that our staff has to remove from your porch, or patio area.

-Porches are to be free and clear. No motorcycles, bikes, toys, trash containers, towels, brooms, mops, furniture, clothing, clothes lines, etc. are allowed.

-Items in patio areas are to be kept below the fence line to insure a uniform look throughout the property. No clothing, towels, mops, rugs, etc. are to be hung over balcony rails. Only furniture intended for outdoor use can be left on porches. Metal folding chairs, etc. are not acceptable. Only planters containing live, healthy plants are allowed on patio areas. Empty planters must be removed.

-For your safety, mops, brooms, toys, laundry, bicycles, tricycles, and other items are not allowed near the entrance or exit areas. These items must be stored inside of your apartment.

-Barbeque grills, fire pits, or any type of open flame equipment and chemicals is not allowed for storage on the front porch, balcony or any common area. Please exercise caution when using and storing any type of open flame equipment.

-Satellite dishes and Antennas are not allowed.

PARKING

Violation of parking rules could result in towing of your vehicle. Vehicle owner is responsible for fees incurred. Resident is responsible for any violations committed by their guest.

-Please do not park in or behind a garage space that you are not renting.

-One space per car, please park in between the lines.

-Please update expired registration stickers

-No parking or driving on any grass area. This will damage the irrigation system.

-Please refrain from parking in red fire lanes and in front of any area marked No Parking.

-The speed limit within the property is 10 mph all residents and visitors are required to abide by these speed limits. Please take into consideration the safety of others walking on the premises.

-Vehicles with flat tires or other damage that prohibits it from operating are not allowed on the premises and will be towed at owner's expense. Repairs to vehicles on the property are strictly prohibited: Oil changes, engine work, washing cars, etc.

ANIMALS

Only registered animals are allowed on property. Registration includes signed animal agreements and payment of the appropriate fees per pet. Residents that have signed animal agreements with their leases must abide by the agreement.

No aggressive breeds shall be permitted unless approved. The National Center for Disease Control identifies aggressive breeds and include, but are not limited to, Pit Bull, Rottweiler, German Shepherd, Malamute, Doberman Pinscher, Chow Chow, Great Dane, Saint Bernard, Wolf-Dog Hybrid, Pit Bull Type, Husky-Type, Alaskan Malamute, and mixed breeds/cross-bred animals of aggressive breeds.

UNAUTHORIZED ANIMALS ARE NOT ALLOWED. Visitors and guests are not allowed to keep an animal on the premises without the prior consent of management. Animal fostering or temporary housing of any type is not allowed. Please contact the leasing office for current list of acceptable animals and weight restrictions (35 lbs fully grown) before welcoming a new pet into your home.

-Out of courtesy to all neighboring residents, animals are not to be chained or left unattended outside. All animals will be kept inside. All animals will be walked on a leash when outside.

Please clean up after your animal. Animal waste is to be picked up immediately. A minimum \$25.00 animal waste removal fee will be charged to anyone failing to comply with this policy. Humane treatment of animals is required. Animal owners are responsible for any damages or harm due to, or involving their animal.

-Animal owners will be responsible for paying all costs associated with any damage or harm involving their animal and will be subject to all remedies through the TAA Lease. Residents are liable for any interior or exterior damages caused by their animal at the current market rate price.

COMMON NEIGHBOR COURTESY

Please help keep our community clean. This is your home as well as the others; please help us keep it an enjoyable place to live.

-Keep in mind that community living is different from a private dwelling. Although one must expect a certain amount of noise, one must not infringe on a neighbor's good disposition. The conduct of residents, occupants, and resident's guests should not be disorderly, boisterous, or unlawful and not disturb the rights, comforts, or convenience of other persons in the community.

-Please be aware of others on this property. This is a community effort and not an individual property. The facility is for everyone to use. Please be courteous and share the arena.

-Loud music or parties will not be tolerated. Any reports of a disturbance will be handled by the police. Residents, occupants, and guests of residents involved in a disturbance, or causing a disturbance, will be subject to eviction, and all other remedies provided in the lease, and prosecuted to the full extent allowed by law. Loud music is not to be played from a vehicle with windows and/or doors open while parked in the parking lot.

-Any violations your guests commit, you are held responsible for, and you as a resident will pay for their mistakes.

-All common areas, such as patio entryways, parking lots, etc. are subject to all rules, policies, and regulations are to be complied with in their entirety.

If any community rule, policy, or regulation is violated, the resident will be subject to a notice to vacate or eviction. Each violation notification is submitted in writing.

AMENITIES

We provide certain amenities to our residents as a service to make your stay with us more comfortable and convenient. Management assumes no responsibility for an injuries or accidents that may occur while utilizing any of the amenities. You are not entitled to a rent reduction due to the temporary loss of an amenity due to construction, maintenance, or repair to the amenity. Residents and guests must adhere to the Rules and Regulations for each amenity that they choose to utilize, or otherwise face the possibility of losing privileges to an amenity.

Pool

-Pool hours are 10 am – 10 pm

-No more than 2 guests per apartment at the pool at one time. All guests must be accompanied by a leaseholder.

-Anyone under the age of 18 must be accompanied by an adult.

-No glass containers of any kind at the pool.

-No diving or jumping off planters or ledges into the pool.

-All of your trash must be deposited into the trash containers.

-May be closed for winter season.

Fitness Center and Tanning

- All guests must be accompanied by a leaseholder.
- Wear appropriate clothing for the fitness center.-Anyone under the age of 18 must be accompanied by a leaseholder.
- Be respectful others and return equipment to its place after using it.

Activity Center and Outdoor Kitchen

- Only persons over 18 are allowed to use the equipment.
- You must fully clean the kitchen after using it.
- Activity Center may be reserved for private events. There will be a deposit and fee. Residents are responsible for any and all damages and additional cleaning costs.

OCCUPANCY & TRANSFER POLICIES

Occupancy may not exceed two persons per bedroom. If additional occupants cause such occupancy standard to exceed during the lease term residents must either (1) Move into another dwelling of the owner that has more bedrooms and is available for rent at the time the current lease expires, or (2) move out at the time the current lease expires. The rent for the larger dwelling, if available, will be the rental rate at the time of the new lease, of course. A residents' right of possession may be terminated during the lease term for lease violations as set forth in the lease or as provided by law.

Only persons listed on the Lease Contract will be given permanent access to the apartment. One key fob and one gate access device will be provided per authorized person on the Lease Contract.

Transferring to another dwelling is an option under the following conditions (1) Fulfill your current lease (2) Fill out an application for approval under current rental qualifications. (3) Give us preferably 30 days to prepare your new unit. (4) Pay the Transfer Fee (5) Transferring to a specific unit is based upon current availability. There will be an inspection of your current apartment prior to transferring and tenant will be responsible for damages and cleaning charges before transfer is approved.

MOVE OUT POLICY

Move ins and move outs must be scheduled with the property manager. There are day and time restrictions.

A 60-day written notice is required before moving. **UNDER NO CIRCUMSTANCES WILL THERE BE AN EXEPTION TO THIS POLICY.** Residents with an expired lease and on a month-to-month basis are still required to give 60-day notice.

Failing to give this 60-day notice will incur the cost of reletting fee which is 85% of one month's rent, as well all other applicable charges in compliance with the lease agreement. The resident will be liable for the payment of all costs associated with the repair of any damages to the property caused by a resident or anyone helping a resident when moving in or out of the apartment.

Please refer to the "Roommate Addendum" for complete instructions of how to remove or add a roommate.

Please refer to the "Standard Vacating Checklist" for more details

Lease Termination/Subletting: Portofino Apartments does not allow subletting.

You will not be released from this Lease for any reason— including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of coresidents, loss of employment, bad health, property purchase, or death.

You may have the right under Texas law to terminate the Lease in certain situations involving military deployment or transfer.

STANDARD VACATING CHECKLIST

The following responsibilities are to be completed by the resident before vacating an apartment. For your convenience, the following is a checklist of items to be cleaned before the final inspection and the standard range of charges for failure to do so. Please complete the TAA Form "Vacating Notice" at least 60 days prior to the

lease expiration date.

Deactivating Online Payment Portal - Upon move out, you will be responsible for deactivating automatic payments. The office does not have access to do this for you.

The apartment must be void of all personal belongings before an inspection may take place. All residents have the right to be present at the inspection of the apartment upon termination of the lease; however, your request should be submitted in writing prior to your lease expiration date for an appointment to be arranged. Currently, our schedule allows appointments to be made Monday – Friday only with advance notice.

All charges listed are estimates and could result in higher charges depending on the extent of the damages and/or increase in vendor pricing. Any labor required correcting damage, unusual wear and tear, cleaning or disposal of articles left behind will be figured at current contractor prices. Please complete the following items where applicable.

Deposit refunds are issued within 30 days of your agreed Move Out date per the TAA Form "Vacating Notice." Unpaid balances over 30 days of your agreed Move Out date will be submitted to our collection agency.

~ DO NOT TURN OFF ELECTRICITY UNTIL THE EXPIRATION DATE OF YOUR LEASE. Please refer to line #18 of you lease: "Resident is responsible for contacting the local power and/or gas company to initiate service and must maintain electric and/or gas service during the tenure of the lease to avoid damage to the premises."

Range/Oven – clean thoroughly and keep free of grease and residue. Oven Cleaning \$25-\$35, Glass Replacement at current market pricing.

Refrigerator-- clean thoroughly, \$10-\$25. Replacement/parts are charged based on current market price.

Dishwasher-- clean thoroughly, \$5-\$15. Replacement/parts are charged based on current market price.

Kitchen cabinets & countertops-- must be empty and cleaned inside and out. Shelf paper must be removed; removal charges to be estimated, \$100-250 per cabinet. Countertop chips/repairs will be charged at current contractor pricing.

Walls--every room must be free of dirt, fingerprints, and scuff marks. Nail holes, depending on size/number, \$2+ per hole. The air vents should also be cleaned, \$5-\$10.

Light fixtures--all bulbs are to be in working order. Clean grease and dust film from all glass fixtures. Clean out dirt and insect accumulation. Replacement of all bulbs, \$5 per bulb.

Smoke Detectors--are to be in place and undamaged. Tampering with batteries, damage or removal of detector(s) will result in a replacement charge at current market price.

Fire Extinguisher--is to be in place (under kitchen sink) and undamaged. Tampering, damage or removal of fire extinguisher will result in a replacement and refill charge at the current market rate.

Vinyl Flooring—clean thoroughly including baseboards, \$10-\$50 per room. Flooring wax and stain removal, replacement cost contingent upon area size and current vendor pricing + labor.

Carpeting-- must be vacuumed and should be in the same condition as when the apartment was originally occupied. Burn marks, pet damage and stains are not considered normal wear and tear. Carpet Cleaning will be required for indentions made from furniture and will be charged at current market price.

*These damages are estimated at current contractor pricing. Charges to restore or replace damage to flooring will depend on current contractor pricing.

Bathrooms—clean thoroughly including tub area for any soap buildup, \$40-\$95. All rubber decals in tub area must be removed, \$20. Wall mirror, \$75.

Windows--windowsills and window tracks must be cleaned, \$10-\$20 per window. Replacement charge for window screen, \$25. Window blinds must be washed and in its original condition. Replacement charge for window blinds, \$85-200, or current market pricing.

Entry door--should be cleaned, \$15. Interior door damage (scratches), refinish per side \$50. Holes or broken surface, \$15 each. Entry door replacement \$255. Front door facing and frame replacement, current market rate plus labor. Change complete master lock and door knob, current market rate plus labor.

Keys--all original entry access keys and remotes must be returned, on or before your agreed move out date. If all entry access keys and remotes are not returned, the resident will be charged for replacement of each

apartment key \$50 or current market rate.

Porches and patios--must be cleaned and all debris must be removed, \$15-\$50.

Personal items--must be removed from the apartment by the notice to vacate date or resident will be charged \$ 10 per bag of trash removal, \$ 20 - 100 per large item removal. Bulk furniture/items left at the trash container will be billed back to the resident. To avoid charges, please place bulk items in the designated area.

Repair or replacement charges-- damaged closet doors, appliances, fixtures, screen and windows will be estimated.

Rent and late charges--must be paid through the lease termination or agreed move out date.

We appreciate your cooperation in turning the apartment over in good condition.

We may report your rental history to the credit bureaus.