

COMMUNITY POLICIES



THE VILLAGES™
at Samaritan House

DEAR RESIDENT:

We are glad you have chosen The Villages at Samaritan House as your new home.

The following community policies have been designed with your comfort and convenience in mind.

DEFINITIONS

For the purpose of these policies, a Resident is any person who is obligated and listed as a resident on the lease. An Occupant is any person listed as an occupant on the lease and entitled to occupy the apartment. A suitable and responsible representative will always be defined as a person 18 years of age or older authorized by a parent, guardian, or legal custodian.

LOITERING IS STRICTLY PROHIBITED ON THE PROPERTY.

DRUG FREE HOUSING:

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:

1. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21U.S.C. 802)).
2. Tenant, any member of tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by

law, proof of violation shall not require criminal conviction, but shall be by preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. The Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

GENERAL INFORMATION:

For health and safety reasons, persons under the age of 18 must be monitored and supervised by a parent, guardian or legal custodian, or a suitable and responsible representative thereof, (18 years or older) at all times.

EMERGENCY TELEPHONE NUMBERS:

Fire, Police and Ambulance – 911

After the foregoing numbers are contacted, residents, occupants and/or their guest may contact: Apartment Office 817-332-6410 ext. 166. If an emergency occurs after hours, please call 817-332-6410, ext. 100 (24 hours). To report any suspicious activity on a confidential basis, please call the Fort Worth Police Department or 911. The management office is located at: 929 Hemphill, Fort Worth, Texas 76104.

OFFICE HOURS:

Hours: Monday through Friday, 9:00 am to 5:00 pm

RENTAL PAYMENTS:

All rents are due and payable in advance and without demand at the management office on or before the first (1st) day of each month. Please make checks, cashier's check, or money orders payable to The Villages at Samaritan House. Please be sure your apartment number and street address are on your check. *WE PREFER TO NOT ACCEPT CASH ON THE PREMISES.* Rent

payments are to be deposited directly into the RENT DEPOSITORY located at: 929 Hemphill, Fort Worth, Texas 76104 the Managers Office.

PARITIAL RENT PAYMENTS MAY, AT THE OPTION OF LANDLORD, BE ACCEPTED, BUT WILL NOT CONSTITUTE A WAIVER OF ANY BREACH OF THE LEASE, THE LANDLORD'S RIGHT TO FULL PAYMENT UNDER THE LEASE OR THE LANDLORD'S RIGHT TO EXERCISE ANY REMEDIES UNDER THE LEASE

At the time of signing your lease, you will be required to pay any prorated portion of the monthly rent for initial period of the lease. If the lease begins between the first (1st) and twenty-fourth (24th) day of any month. If your lease begins after the twenty-fourth (24th) day of the month, you will be required to pay both the prorated potion of rent applicable to the month that your lease begins, as well as full rent for the following month.

LATE RENTAL PAYMENTS AND NSF CHARGES:

If your payment is received after the FIFTH (5th) of the month, you will be charged a \$25.00 late fee. Furthermore, the consequences for failure to pay such charges are the same as the consequences described in your lease contract for failure to pay rent.

If your bank for any reason returns a check, it will not be re-deposited. There is a \$25.00 charge for each returned check, in addition to any late fees that may apply. The returned check must be redeemed by cashier's check or money order within FIVE (5) DAYS after notification. Failure to do so will result in proceedings with legal action to obtain possession of the premises. In addition, if two (2) rent checks are returned due to insufficient funds within a one-year period, all future rent payments must be made by cashier's check, certified check, or money order.

The Villages at Samaritan House reserves the right to collect all rent payments through any legal means available to us, which may include electronic rent payments, conversion of checks to electronic payment, and electronic reimbursement for checks returned NSF.

MOTOR VEHICLES AND PARKING:

When entering or leaving the community, you are requested to operate your vehicle at a speed not to exceed TEN miles per hour. The parking lots are to be used only for the parking of automobiles, motorcycles, vans, or pick-up trucks belonging to or used by residents and occupants of the apartment community. Cars without current inspection stickers, license plates and verifiable insurance coverage are subject to towing. The use of parking lots for any other purpose (such as parking or storage of commercial vehicles, taxi cabs, boats, trailers, large trucks, buses, motor homes or repair of motor vehicles) is expressly prohibited.

City fire codes prohibit the parking of motorcycles on sidewalks, patios or inside your apartment.

Please do not park in designated fire lanes, handicapped spaces, or block trash receptacles. Such action is a violation of City Ordinance. The vehicle(s) will be towed at owner's expense, and vehicle owner is subject to fines.

All abandoned and/or inoperable vehicles are subject to being towed. In addition, any vehicle with an alarm system, which malfunctions, and/or sounds continuously for one hour, or intermittently for a period of three hours, is subject to being towed. If you are going to be absent from your apartment for a period of time, please make arrangements with management regarding a contact person while you are away. Parking lots are not to be used as playgrounds.

CAR WASHING AND REPAIRS:

Cars are not to be washed while in the parking lot. Car repairs are prohibited in all parking areas. Residents are responsible for damage/stains caused by oil leaks on the parking pavement.

YOUR APARTMENT HOME

DECORATING:

Except as may be provided under any applicable Federal, State, or Municipal Statute, laws or Ordinances relating to the accessibility of the apartment community to persons with disabilities or handicaps, no modification or apartment walls, shelves, or closets may be made without prior approval of the manager. It is permissible for you to hang pictures, mirrors, etc., on the walls of the apartment, but please use bulldog picture hangers. Please use a cutting board rather than chopping and cutting on the kitchen countertops. Waterbeds are allowed in downstairs apartments ONLY with proof of insurance. In order to keep your apartment home, it's most attractive, we also ask that your apartment manager approve any window treatment. Windows must show white to the outside: aluminum foil or colored window treatments are not allowed. Utilize only the telephone and cable outlets already installed in your apartment. Any additional wiring is prohibited.

Inspections and regularly scheduled preventative maintenance tasks are done on a quarterly or annual basis. You will be notified of the scheduled date, a minimum of 24 hours in advance. Please keep your doors and windows closed and locked during your absence to protect against damage from rain.

PATIOS AND BALCONIES:

We prohibit the storage or use of barbecue grills on the apartment balconies.

So that each of us can be proud of the appearance of our buildings, we ask that you keep your patio, balcony, or entryway uncluttered and free of trash. In an effort to keep the community clean we will enforce the following trash fines if trash is not properly disposed of in the trash compactor.

1st violation – Written warning

2nd violation - \$25.00 fine

3rd violation - \$50.00 fine

4th violation - \$75.00 fine and default of lease agreement

Please, no clotheslines or clothes hanging over balconies. No antenna or tower shall be erected on any patio/balcony for any purpose, nor shall any antenna or tower, including but not limited to satellite dishes, be affixed to any patio/balcony, except as may be allowed for a temporary period by the Villages at Samaritan House.

KEYS AND OPENERS:

In case of emergency, it is necessary for management to have a key to any additional or replacement locks that were not originally provided upon move-in. There will be a charge per key for replacement of lost door or mailbox keys. If any resident or occupant is locked out of the apartment, Management will allow access to only those persons specifically identified on the lease as a resident or occupant. All such persons will be required to provide identification to verify that the person seeking access is a resident or occupant under the lease.

APARTMENT KEYS:

GUESTS:

Visitation period for guests and family of any age is limited to seven (7) consecutive days. Any special situations such as temporary custody should be referred to management and will be dealt with on an individual basis.

DISTURBANCES, NOISES, ETC:

No resident may make or permit any disturbing noises by himself, his family, or friends. The residents are responsible for the conduct of their entire household occupants and guest(s), and are legally and financially liable for any damages caused by them. If three (3) disturbance notices are received, it may constitute a violation of the lease agreement and you will be asked to move.

LOUD playing of any musical instrument, radio, stereo, or television set is not permitted at any time, and strictly prohibited between the hours of 10:00 p.m. and 7:00 a.m. This is also true for loud talking, dancing or other objectionable noises. Resident move-in and move-outs are to be scheduled between the hours of 8:00 a.m. and 7:00 p.m.

No residents, occupants, or guests are allowed to participate in the use of illegal drugs or the illegal use of legal drugs or be involved in drug related/criminal activities. These activities are grounds for immediate eviction. Please report all disturbances to the Fort Worth Police Department and then to the management office.

TELEVISIONS, STEREO, RADIO, ETC:

Please respect the privacy of your neighbors with regard to loud televisions, stereos, radios, and noisy parties. If a resident violates this policy a fine may be charged or an eviction may be filed. Help us keep our buildings and roofs uncluttered by not erecting CB base stations or radio/television aerials and wires on any part of the premises.

AIR CONDITIONING FILTERS:

Your air conditioning filter should be changed on a regular schedule to insure proper performance of your heating and air conditioning units. We will send you a letter and filter when it is time to make the changes.

GENERAL MAINTENANCE:

Please report any and all needed repairs to the office immediately and in writing. For maximum efficiency, report all repairs in the morning.

To avoid *COLD WEATHER PROBLEMS*, never shut your heat completely off, or set it below 55 degrees. When an apartment is allowed to get too cold, water supply lines can freeze and break, which could result in damage to you or your neighbor's apartment. When temperature is expected to fall below freezing, all residents will be asked to open cabinets where water pipes are located, open the lid to all toilets and drip all water faucets to avoid pipe freezing. You will be charged for any such damage due to your negligence. It is the responsibility of all residents to

report any damages or necessary repairs to apartments, buildings, or general property to Management.

RESIDENT CHARGES:

- 1) Any repair made to an apartment due to negligence on the part of a resident, such as a broken window, a jammed garbage disposal, lost keys necessitating a lock change, etc. will be charged to the resident.
- 2) If a tub, sink, or toilet overflows due to abuse or negligence on the part of a resident, causing water damage to his/her apartment, or to any other apartment, charges for parts and labor required will be billed to the appropriate resident.

EMERGENCY MAINTENANCE

Emergency maintenance is provided 24 hours a day. After office hours, call 817-332-6410 ext. 100 for emergency maintenance request. Listed below are examples of items, which are considered to be emergencies:

FIRE; APARTMENT DOORS THAT WILL NOT LOCK; FLOODING; ELECTRICAL PROBLEMS; BROKEN GLASS ON ENTRANCES, HALLS, OR STAIRWAYS; SEWER BACK-UP; BROKEN WINDOWS, GAS LEAK; NO HEAT/NO AIR CONDITIONING, DAMAGE DUE TO UNLAWFUL INTRUSION.

PLUMBING:

The sewer is adequate to handle all normal drainage. The system was not built to handle diapers, sanitary napkins, tampons, condoms, Q-tips, or other refuses. RESIDENTS ARE RESPONSIBLE FOR THE REPAIR COSTS OF PLUMBING STOPPAGE IN LINES EXCLUSIVELY SERVING RESIDENTS APARTMENT.

DISPOSALS:

In using your disposal, be sure you have cold water turned on. It is important to maintain a sufficient flow of water to flush shredded waste through the drains, even after the disposal has been turned off. Do not put bottle caps, glass, pins, foil, rags, bones, string, or paper in the

disposal. Any damage or cost for repairing the disposal because of negligence will be charged to the resident. If the disposal does not operate, make sure the switch is off, then (i) check the reset button at the bottom of the unit under the sink, (ii) check for any foreign objects inside the unit, or (iii) using a broom handle, turn the unit manually from the bottom position until the mechanism turns freely. If unit still does not operate, then call the office for a service request.

DISHWASHER:

In using your dishwasher, do not overload the unit. It is best to run the hot water in the faucet for a few

Minutes before starting the cycle. All dishes must be rinsed before going in the dishwasher, as the drain is not equipped to flush food items. Only automatic dishwasher detergent is to be used.

LIGHT BULBS:

Each apartment will be equipped at time of occupancy with electric light bulbs. After move in, resident is responsible for replacing all burned out light bulbs.

SMOKE ALARMS – ELECTRIC/BATTERY:

You must maintain your electric at all times (Otherwise the smoke alarm will not work). You must never remove the battery in your battery operated smoke alarm, unless you are replacing it. You are advised to check your smoke alarm, by pushing the test button located on the underside of the alarm, at least once a month. Call the office if it is not working properly, If you are hearing impaired, you may request that a special alarm is installed in your apartment.

ACCESS TO YOUR APARTMENT:

The management must approve any change of apartment locks. If the locks are changed for any reason a \$25.00 lock charge will be incurred. It is imperative that we have access to your apartment in order to perform routine work and handle emergency situations, therefore, it is necessary for your manager to have any and all keys to your apartment.

EXTERMINATION:

Mandatory extermination services are set up on a scheduled basis and are available upon request through the management office. Management will inform residents of scheduled service by sending out notices. For individual service, please contact the management office at

817-332-6410 ext. 166. Please follow instructions so that the exterminator can do a thorough job.

CARPET:

It is the responsibility of the resident to care for the carpet in the proper manner. We ask that the following instructions be considered when caring for your carpet.

1. The carpet must be vacuumed at least 1 to 2 times per week. This will keep dirt from being ground into the fiber, which creates unsightly traffic areas.
2. Please avoid spilling anything on your carpet, which contains dye, such as Kool-Aid, finger nail polish, children's medicine etc. If a spill occurs, please do not use store bought products to try to remove the stain. Most store bought products will burn the color out of your carpet. Simply place cold water on the stain, in efforts to keep the stain from setting into the fiber. Contact management as soon as possible. Management will schedule a professional carpet person to remove the stain at the cost of the resident.
3. Avoid spilling anything on your carpet that contains any type of Clorox and/or paint remover.

FOR PEACE OF MIND EVERY APARTMENT RESIDENT SHOULD:

"Report any solicitation activity to the management office immediately. The Villages at Samaritan House does not allow solicited or unsolicited materials on the premises. Solicitors are not allowed on the property to approach each apartment."

Notify the manager, in writing, of any burned out exterior or hallway lights, faulty locks, lost keys, etc.

Immediately report to the Management Office or 24 hour answering service any suspicious persons, strange vehicles or unusual activity. The number is: 817-332-6410 ext. 100. Provide management office with written permission from resident in order for management to allow anyone into resident's apartment. This includes servicemen, moving van representatives, out-of-town guest and relatives. Prior to allowing entry into your apartment, demand credentials from all maintenance personnel.

INSURANCE:

We strongly recommend that you obtain your own renter's insurance. You are responsible for damages or loss of personal property from theft, vandalism, fire, and water damage. The Villages at Samaritan House will not assume liability for the loss, disappearance, destruction, theft, or damage to such property.

COMMON AREAS:

All common areas, including but not limited to parking lots, stairwells, breezeways, and courtyard/playground areas, must be kept clear at all times of any trash, refuse and any other obstructions. All items left unattended in the common areas may be removed and disposed of by management personnel without notification to owner.

Common areas are for the use and enjoyment of all residents at the community. Any Resident, Occupant and/or their guests conducting themselves in any unreasonable and/or offensive manner shall be subject to being removed from the common areas and such conduct shall further constitute a breach of the lease.

The consumption of alcoholic beverages in common areas of the property is strictly prohibited. Open containers of alcoholic beverages are strictly prohibited in all common areas. Loud noise levels from apartment homes, automobile stereos and/or jam boxes will not be tolerated. ABSOLUTELY NO LOITERING ALLOWED.

“All persons returning from school or other activity must have access to their apartment.” The failure of the Resident to provide such access and supervision shall constitute a breach of the lease. Furthermore, for the well being of all residents, persons are not permitted to engage in any activities that limit, restrict, impair, obstruct or impede access to the stairs, hallways, parking lots and public walkways.

LEASE PROVISIONS:

Subject to the limits placed on the number of occupants per apartment, occupancy is limited as follows:

Singles (Non Familial Status): Each person must be 18 years of age or older. All persons must qualify and all persons must sign the lease.

Married Couples (Non Familial Status): At least one spouse must be 18 years of age or older, and both must sign the lease.

Familial Status: There is no minimum age limit for the responsible parties. The Villages of Samaritan House welcomes families with children (familial status) to its community.

Familial status is one or more individuals who have not attained the age of 18 years being domiciled with:

- a. A parent or another person has legal custody of such an individual(s), or be a designee of such a parent or other person having such custody with the written permission of such parent or other person.
- b. Familial status includes any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age 18 years.

The maximum number of occupants permitted to occupy an apartment is as follows:

FAMILIAL STATUS

- One Bedroom: Two Persons + a newborn up to the age of 12 months.
- Two Bedrooms: Four Persons + a newborn up to the age of 12 months.
- Three Bedrooms: Six Persons + a newborn up to the age of 12 months.

NON-FAMILIAL STATUS

- One Bedroom: Two Persons
- Two Bedrooms: Four Persons
- Three Bedrooms: Six Persons

If during the term of any lease, Resident exceeds the foregoing maximum occupancy restrictions of the apartment, Resident may transfer to the appropriate size apartment or must vacate the apartment six months from the date of the increase in occupants. It is the responsibility of the resident to inform management if or when the number of people residing in their apartment exceeds stated occupancy limits. Failure to do so will constitute a violation of lease and resident may be asked to vacate the apartment immediately. Rent is due and payable on or before the first of each month. If rent is not paid on or before the 5th day of the month, a late charge will be assessed for any rent received on the 6th and for each and every day thereafter until rent is paid in full. Please indicate your apartment number on all checks. A charge will be made for Non Sufficient Funds (NSF) checks. NSF checks must be picked up with cashier's check or money order.

TRANSFERS:

After the term of your lease has expired, you may request a transfer to a larger or smaller apartment within The Villages at Samaritan House the following procedures must be followed:

1. A written request, signed by all parties responsible for the lease agreement, and current employment information must be submitted to the Management Office. Once your current employment has been verified and a home visit conducted, you will be notified if you have been approved for a transfer.
2. Transferring within the Villages at Samaritan House requires a 30-day vacate notice. The security deposit on your current apartment, less appropriate deductions, if any, will be refunded to you within 30 days after you vacate.

LEASE ASSIGNMENTS/ROOMMATE CHANGES:

PRIOR to changing roommates or assigning your Lease, you must receive approval to do so from the Management as follows:

1. The new roommate or prospective resident must complete The Villages at Samaritan House Application, which can be obtained from the Management Office.
2. A letter of intent to lease, assign, or change roommates must be signed by all parties who are currently Lease responsible.
3. Forward the new roommate or resident application, current processing fee, and letter of intent to the Management Office.
4. The Management Office will notify you as soon as the new application has been approved or denied. If approved, an appointment will be made for all parties involved to sign a new lease.
5. It is the vacating resident's responsibility to ensure that the new resident has the electric service turned on in his/her name ON THE SAME DAY that service has been requested to be discontinued.

REMINDER: *Applicants are not permitted to move into the apartment until their application has been approved and all parties have signed the addendum.*

ROOMMATES/SPOUSE CHANGES:

A roommate/spouse who plans to move out must notify management, in writing, prior to moving out. If a roommate/spouse moves out, and is removed from the lease, and desires to return in the future, the following steps must be taken prior to adding them back onto the lease agreement: Must fill out a new application and be approved by the appropriate credit agency: If the roommate/spouse application is denied, they will not be allowed to move back in at any time.

MOVE-OUT

In accordance with your lease contract, we require that the lease term be fulfilled or that the provisions of Paragraph 11 of your lease be complied with and that at least THIRTY (30) days written notice is provided prior to vacating the apartment.

We must have a written forwarding address before any security deposit refund can be made. The apartment must be left in the condition described in your Move-Out instructions. For consideration of the amount of refund of your security deposits, the following requirements must be met:

The full term of your lease must be completed or the provisions of Paragraph 11 of your lease be complied with and at least a THIRTY day written notice to vacate must be given. Apartment must be left in the same condition as at the time of occupancy (normal wear and tear accepted). All keys, parking stickers, and resident passes must be returned. All sums due including all sums under Paragraph 11 of your lease, if applicable, must be paid prior to move-out. Any charges, if applicable, will be made against your security deposit.

PETS

Service animals only with required documentation.

We welcome you to your new home and sincerely hope that you enjoy every day of your residency here to the fullest. We appreciate your cooperation in making your community a happy home for all. If you have a request, please contact the office. The office number is 817-332-6410 ext. 160.

Thank you,
The Villages at Samaritan House

WHILE THE FOREGOING POLICES CONTAIN MINIMUM PROVISIONS REGARDING THE SUPERVISION OF PERSONS UNDER THE AGE OF SIXTEEN (16) YEARS OLD, RESIDENTS ARE ADVISED TO EXERCISE THEIR OWN PRUDENT JUDGEMENT WITH RESPECT TO THE UNSUPERVISED USE OF THE FACILITIES LOCATED THROUGHOUT THE COMMUNITY BY MINORS, NEITHER LPC NOR OWNER, BY ESTABLISHING THE MINIMUM REQUIREMENTS CONTAINED IN THESE POLICES ARE IN ANY MANNER REPRESENTING, GUARANTYING OR ENSURING THE SAFETY OF ANY PERSONS WHEN PARTICIPATING IN THE ACTIVITIES OR UTILIZING THE FACILITIES OF THE COMMUNITY WITH OR WITHOUT SUPERVISION.

I have read and understand the above Community Policies. Note: All of the above policies are subject to change at any time.

Apartment Number: _____ Date: _____

Resident Signature Date: _____

Resident Signature Date: _____

Resident Signature Date: _____

Management Signature Date: _____