

# ***Mustang Property Management***

## ***Property Manager's Rules and Regulations Addendum***

### **RENTAL QUALIFICATION GUIDELINES**

In an effort to promote equal treatment of all applicants to tenancy at a property managed by Mustang Property Management, please be advised that our brokerage is required under fair housing to adhere to a standard protocol in order to approve or deny any application submitted. All person(s) applying to live at one of our properties must meet the following minimum requirements:

**Income Requirements:** The combined income of all the applicants must equal three (3) times the amount of the gross monthly rent. A Guaranty or Guaranties may be used in order to qualify.

**Credit Requirements:** Applicant must show that at least 50% of all their current credit accessible accounts are in good standing. No available credit will be considered as good credit, but will require at least one Guaranty and/or an additional deposit may be required.

**Employment History:** All Applicants must be able to show a minimum of six (6) months verifiable employment history with his or her current employer and/or show that Applicant is currently a full-time Student. Without one of the two options, a Lease Guaranty will be required.

#### **Special Requirements:**

- Applicants under the age of eighteen (18) will be listed as occupants only and will not be considered a leaseholder
- Each Applicant must provide a copy of his/her government issued ID and allow it to be photocopied.
- A misdemeanor or felony conviction for ANY sexual related crime will result in automatic denial of application.
- A felony or misdemeanor conviction for any drug related crime (distribution or worse), violent crimes or crimes against persons may result in denial of application.
- Falsification of any item pertinent to the application will result in automatic denial of application.

#### **Lease Guarantor(s)**

A Lease Guarantor must:

- Make at least 5 times the amount of the monthly rent
- Agree to complete and submit a separate Guaranty Agreement

**Occupancy Guidelines:** Notwithstanding local, state or federal housing ordinances, Familial Status is defined by HUD as children under eighteen (18) years of age domiciled with parents or legal guardians with legal custody and/or someone who is pregnant and/or in the process of gaining legal custody (with written permission of the courts).

Total Maximum Occupancy will be as follows:

- **1 Bedroom= 2 Tenants/Residents**
- **2 Bedroom= 3 Tenants/Residents**
- **3 Bedroom= 4 Tenants/Residents**
- **4 Bedroom= 5 Tenants/Residents**

### **DEPOSITS AND FEES**

**Security Deposit:** Unless otherwise agreed to in writing by Both Parties, ALL Tenant's/Residents are required to pay a Security Deposit equal to one (1) month's rental payment as a security deposit. Please refer to the Residential Lease (Paragraph 10) to confirm this amount, as well as, other provisions in the Lease Contact for conditions upon which said Security Deposit is or is NOT refundable.

**Application Fee:** The Applicant (upon application) will pay a **non-refundable** Application Fee in the amount of **\$50 per person** for each application submitted. This fee will NOT be credited back toward the Security Deposit or Tenant's Rent.

**Pet Deposit:** **If pet(s) are an option**, Mustang Management's standard pet fee is **\$500.00** per dog and **\$250.00** per cat/other animal. Without Management's pre-approval (through a Pet Agreement), Tenant/Resident may at no time permit, even temporarily, a pet or animal of any type on the property. If Tenant fails to comply with this provision, he/she risks the fines and Landlord remedies set-forth in Paragraph 9 of the Lease.

Tenant(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ & Property Manager \_\_\_\_\_ (Addendum to TAR-2001 Lease)

**RENT PAYMENT & COLLECTION PROCEDURES**

**In an effort to adhere to Fair Housing Laws and promote equal treatment of all our Tenants/Residents, it is understood that ALL payments are on or before the 1<sup>st</sup> of each calendar month:**

**Rental Payments:** ALL rental payments must be either paid online or mailed/delivered to Mustang Property Management's Office:

**6060 North Central Expressway, Suite 560 Dallas, Texas 75206**

Unless implicitly approved (in writing) by Property Manager on or before the 1<sup>st</sup> of each calendar month, All rental payments must be paid using Property Manager's Online portal and/or mailed to Property Managers office in the form of a check, money order or cashier's check. **Property Manager does NOT accept Cash for rental payments.**

**Definition of Dates:** Rent is due on or before the 1<sup>st</sup> of each calendar month, regardless of what day of the week or holiday that day may fall on. Mustang Management gives it's Tenant and extra two (2) calendar days as a "grace period" to help avoid late fees. However, if your rental payment has not been received by our office by 11:59 PM on the 3<sup>rd</sup> of the calendar month it will be considered late (regardless of the day of the week or holiday) . Please note that our offices are open from Monday-Friday (10AM to 5 PM). If you are unable to make payment on or before the Due Date listed above, please contact our office in an attempt to make other arrangements. Any and All allowances made by Mustang Management must be confirmed by Property Manager in writing.

**Late Fees:** An Initial Late Fee of \$50.00 will be charged for any rent payment not received in full by Mustang Management at **11:59 PM on the 3<sup>rd</sup>** of each calendar month. In addition to the Initial Late Fee, The Tenant/Resident will also be charged a per diem penalty of \$10.00 per day until BOTH the rent and late fees are PAID in FULL.

**Returned Checks:** If a check is returned unpaid by the bank for ANY reason, Tenant/Resident agrees to pay Mustang Management a \$75.00. The Tenant may also incur a Late Payment penalty in addition to the Returned Check Fee at Property Manager's discretion. If the Tenant's check is returned for insufficient funds (NSF), then Tenant agrees that the payment made to correct the issue will be in the form of a Cashier's Check or Money Order. If at any time during the term of a Lease, a Tenant has two (2) checks returned for NSF, Tenant agrees to pay all remaining rent payments in the form of certified funds- Cashier's Check or Money Order.

**ACCESS CARDS GATE/GARAGE REMOTES** N/A

If Applicable, he Resident will be responsible for the replacement of any lost, stolen, damaged or non-working access cards, gate/garage

remotes used to access a given property or property facility. If the Access Card, Gate/Garage Remote is not returned within 24 hours of move-out, the card or remote will be deactivated and Tenant will be responsible for any costs associated with re-activation or replacement. Tenant(s) agree that they will be the only person allowed to use the remote and are therefore responsible for the Access Cards or Remotes safe keeping. Should a Access Card or Remote become lost at ANY time during the Lease, Tenant Agrees to call Property Manager in a timely manner, so that Property Manager can take the necessary precautions.

Transmitters Issued:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**ACCESS GATES** N/A

If Applicable, all Access Gates are tools used to limit the accessibility to and from a given property or community. Having an access gate at a given property or community does not express or imply that the gate will avert or prevent occurrences of theft, burglary, trespass, assault, vandalism, or any other crime. **Having a functioning/non-functioning access gate does NOT constitute the voluntary undertaking, agreement or promise by the Landlord or Property Manager to provide or warrant the security of the property, it's occupants, or it's occupant's possessions. Tenant/Resident acknowledges and agrees that Tenant's/Resident's and/or Tenant's/Resident's Guest(s) personal security is the Tenant's/Resident's responsibility and/or the responsibility of local law enforcement. If at any time Tenant/Resident feels that they or their Guest(s) are in danger, please call 911 immediately.**

Tenant further acknowledges his/her awareness that an access gate is a mechanical device and as such is subject to malfunction, inoperability, and/or removal at any time. By signing this Agreement, Tenant agrees to that neither the Owner/Landlord, Property Manager, Owner's Agent(s), contractors, employees of Property Manager, their heirs, successors, or assigns shall not be held liable in way for damage or injury incurred by Tenant, other Occupants, or Tenant's/Resident's Guest(s) person or property while utilizing this device.

It is the Property Manager's intention to provide all legal Tenants/Residents with a means of ingress and egress to the community at all times. If at any time this access encumbered or inhibited for any reason, Tenant/Resident should call property manager immediately at (214) 563-1131 and/or if Tenant feels their person or property is in emanate danger due to the aforementioned encumbrance, then Tenant will call 911.

**Parking**

Loitering, congregating, "tailgating" or the like are not permitted within the confines of ANY parking lot managed by Mustang Management.

Tenant(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ & Property Manager \_\_\_\_\_ (Addendum to TAR-2001 Lease)

For Liability purposes, Tenant/Resident and/or Tenant's/Resident's Guest(s) are restricted from using skateboards, rollerblades or bicycles for any and all recreational uses (non-pedestrian or transportation use) once on the property.

**Speed Limit:** Notwithstanding anything to the contrary, the maximum speed limit while within one of Mustang Management's communities is ten (10) mph.

**Abandoned or Non Operational Vehicles:** are not to be parked and/or stored for any period of time on the premises of a Mustang Management property, without Mustang Management's express written permission. Any vehicle deemed inoperable or abandoned by Property Manager, will be towed at Tenant's expense. Non-Operational can include "non-street legal" vehicles and/or vehicles without current/valid State inspection.

**Utility or Recreational Vehicles:** At no time may a Utility or Recreational Vehicle be parked or stored within view of the general public. This means, but not limited to, on the street in front of and/or adjacent to the property, covered or under a tarp in/or around the driveway or within the confines of a property's parking lot. If Tenant/Resident does not conform to this provision, the vehicle may be towed at Tenant's/Resident's expense without warning. For the purpose of defining "Utility" or "Recreational" vehicle- it is any non-primary vehicle that a person doesn't drive on a daily basis (including cars/trucks, all types of watercraft, RVs/campers, ATVs, project cars, motorcycles/scooters or the like).

**Assigned or Reserved Parking:** Spaces (garage, carport, driveways, parking lots) are for Tenant's/Resident's use only. If you are assigned a Reserved Spot, it is understood that no one is allowed to park in your spot and transversely, you are not allowed to park in someone else's spot (even if someone is illegally parked in your spot). If someone is in your reserved space, please park in an unreserved space (it may be the street) and then call Mustang Management.

**Towing:** Towing can and will be enforced if Towing signs are on the property. Towing will be used as last resort against habitual offenders and/or in cases where the vehicle inhibits/hinders the daily operations at the property. Tenant/Resident acknowledges that towing is solely at the discretion of Mustang Management and if or when your vehicle is towed- the cost to recover same (no matter what the circumstances may be) are solely the responsibility of that vehicle's owner.

Management will not be held liable for any towed vehicles as it applies to costs of the tow or impoundment, damage to the vehicle caused by towing company, or any items that may be stolen or missing from the vehicle as a result of being towed.

**Tickets:** Any ticket that may be issued to a vehicle's Owner are done so by a local municipality or law enforcement agency. There is nothing that management can do to aid Tenant/Resident and/or Tenant's/Resident's Guests in the dismissal of same.

**Motorcycles, mini-bikes, ATVs, Etc.:** All Local and/or State regulations that apply to public thoroughfares/streets will apply within the community. ALL motorized (gas, electric or battery powered) vehicles of any type must be properly licensed (if applicable) and also obey all traffic and safety laws. No one under age is allowed to operate a vehicle of any sort on the property for any reason. If there is an emergency, please call 911.

**Parking Permits** N/A

If Applicable, ALL Residents (Tenant or Resident) listed on the Lease contract are required to have a permit to park their vehicle within the community. The Parking Permits are to be placed inside your vehicle in a designated area as instructed by the Management. It must be visible at all times the vehicle is on the premises. The parking Permits are for Residents only. Management is NOT obligated to give anyone not on the Lease a Parking Permit, but also reserves the right to charge a fee of \$50.00 per permit if or when a permit is to be issued to a non-Resident.

If the Parking Permit is NOT displayed properly, Management reserves the right to tow the vehicle at the vehicle Owner's expense. If Visitor/Guest Parking is available within your complex, by parking within the community, Tenant and Tenant's Guest must agree to indemnify Property Owner and Property Management from any damage done to Tenant's Guest's vehicle, for any reason. Please inform all to the property:

- Reserved Parking is for Tenants/Residents ONLY
- Management does not at any time or for any reason warrant or guaranty the wellbeing/safe-keeping of a Guest's vehicle. Tenant's/Resident's Guest(s) must take responsibility for anything that happens to their vehicle while their vehicle is parked on or around one of Mustang Management's properties.
- Tenant/Resident Agrees to indemnify Management against any claims made by their Guest(s) for damages that are not a result of Management's gross negligence.

Residents agrees to notify Management of any vehicle changes. Old Stickers must be turned into Management if a vehicle changes, wherein a new sticker will be reissued/recycled at no cost to Resident. Additionally, Resident must return all used stickers at the end of the Lease and/or agree to pay a \$50.00 fee per sticker.

**Maintenance Requests**

Non-Emergency Maintenance Requests must be submitted to Management Company in writing during business hours. Emergencies will be defined (for the purpose of this Lease) as: Fire, Flood, Electrical/Appliance issues that may result in fire (not outages), Sewer back-up and/or hot water heaters not functioning **properly**. Please note that Residents are instructed in the case of an emergency that bring harm to you or your guest(s), a fire or a flood, please call 911 immediately and then contact management.

Tenant(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ & Property Manager \_\_\_\_\_ (Addendum to TAR-2001 Lease)

Normal maintenance requests will be addressed in a timely basis (usually with 24 hours of receipt of a written repair request from Tenant). The acceptable means of submitting a written repair request beginning January 1, 2013 will be one to the following:

- Website- [www.mustangrealty.com](http://www.mustangrealty.com)
- Fax: 214-550-0540
- Email: [daly@mustangrealty.com](mailto:daly@mustangrealty.com)

**Plumbing:** Tenant/Resident is responsible for all costs associated with a plumbing repair due to neglect or misuse (Ex. sinks, commodes/toilets, etc..). If a plumbing malfunction is deemed to be caused by the introduction of ANY foreign object(s) such as, but not limited to, cloth/clothing, toys, grease, food particles, or other objects deemed to be terrestrial to the plumbing system. The above costs associated with repairing the plumbing issue are due immediately and/or at Landlord's discretion, Tenant/Resident may be allowed to pay the amount due on a monthly basis, but will incur a compounding interest rate of 10%.

**Pest Control:** Both Interior and Exterior Pest Control is the sole responsibility of the Resident, save and except, within multifamily complexes, wherein the **Management is responsible for the Exterior Pest Control** and the Tenant will be responsible for the Interior Pest Control.

The introduction or discovery of fleas or bed bug within a Tenant's/Resident's dwelling or complex, are grounds for immediate eviction if Management deems the infestation is due to Tenant's/Resident's substandard living conditions. If the Tenant/Resident feels there are either fleas or bed bugs present within their unit, please contact Management immediately.

### Lock-Outs or Rekeying

If at any time during the Tenancy a Tenant is locked out of his/her dwelling and chooses not to call a Locksmith to gain entry, Tenant agrees to pay Management a \$100.00 flat fee if it is during business hours and/or a \$100.00 flat fee + a .50 cents per mile additional charge from Management Personnel's location to Tenant's location. This fee is payable at the time the service is provided.

If there is cause to rekey the Tenant's property that is not caused by Management, Tenant agrees to pay ALL costs associated with same.

### Pets

No pets of any kind are allowed on the property grounds at any time, without express written consent of Property Manager. If you live at a "pet friendly" property (where pets are allowed), you MUST execute a Pet Agreement Addendum and pay the applicable Pet Deposit or Pet Fee. Please note that the Pet Fee is non-refundable.

If you do have an executed Pet Agreement in place- pets are never to be left unattended for any period of time on patios, balconies or within private courtyards for any reason.

When walking your pet, feces must be picked-up immediately and disposed of in the proper manner. Please note that unless a common area trash receptacle is clearly marked to allow pet waste- it is NOT an option to put pet waste in the receptacle.

### Noise Violations

Tenant/Resident is solely responsible for their actions, as well as, the actions of their guest(s), visitor(s), and/or pets. Any entity (human or animal) once within the confines of property managed by Mustang Management (including both your individual unit/dwelling and all common area(s)). A property is your home you are certainly entitled to enjoy the time you spend while at home, but that cannot be at the cost of other Tenants/Residents or Neighbors.

Disturbing noises are obviously subjective to the person being disturbed. We ask that you use "common sense" to limit noise to a minimum, especially between the hours of 10PM-8AM. If we have a noise complaint specifically attributable to your unit/property, Resident is subject to the schedule of fines listed below and/or habitual offenders may be subject to eviction.

### Alterations

There will be NO alterations to the interior or exterior of your property (including the common area) without Property Manager's express written consent. All outlets (Electric, cable, telephone/internet, etc..) may only be placed at the previously wired location. Additionally, drilling, boring, dropping, or cutting existing wires is not allowed without Property Manager's written permission.

**Paint-** If Tenant/Resident elects to paint an interior wall(s), Resident is solely responsible for the cost of returning the wall (regardless of the previous condition) to previous color, unless Property Manager expressly provides approval in writing. Please note that unless the paint was originally done by a professional company (keep receipt with Contractor contact info), Resident risks having to repaint regardless of the color (i.e. the paint must be at a professional standard).

**Satellite TV-** If Applicable, Mustang Management does NOT allow Tenants/Residents it's Tenant's/Resident's to place a satellite dish anywhere on the property without explicit approval from Property Manager in writing.

**Window Treatments-** All window treatments used must be made of materials indicative of and/or similar to a curtain. Tenants/Residents are NOT allowed to use foil, boxes, blankets, sheets, wood or anything that is not sold in stores as a window treatment.

## Patios, Balconies and Yards

All Patios, Balconies and yards must be kept clean and clear of storage items, personal or house ware items (rugs, clothing, etc.) Trash, fitness equipment (including bikes), and/or any furniture that is NOT patio style/quality.

**Outdoor Grills-** Use or storage of a charcoal or gas grill within a multifamily community is strictly prohibited per city code. Grills cannot be used within 15 feet of ANY structure due to increased fire hazard.

**Common Area Storage-** If there is available onsite storage available, Tenant/Resident must have Property Manager's permission to store personal items within the confines of said storage. Resident acknowledges and agrees not to store any items that are considered flammable.

## Personal Property

From the date the Lease is executed and/or when Tenant takes Occupancy (whichever occurs first)- Property Owner, Property Management, contractors and/or assigns are in no way responsible for the theft or damage to Tenant's/Resident's or Tenant's/Resident's Guest's personal items. Residents are required (per the Lease) to carry Renter's Insurance to cover any loss due to damage or theft. If Tenant/Resident needs assistance in securing a Renter's Insurance Policy, please feel free to contact Property Manager.

## Laundry Rooms

If the Community in which you live provides an onsite laundry facility(s), these facilities are for Tenant's/Residents Only. It is the Tenant's/Resident's responsibility to police their items and remove all clothing in a timely manner. The use of the laundry center will be the Tenant's/Resident's sole risk and **Management is not responsible for any loss due to theft or damage.** Please report any malfunctions of the machines to the Management immediately.

## Washer and Dryer

**Use-** Washers/dryers (whether the machines are supplied by Landlord, Owned and/or Rented by Resident) are to be used and maintained by Resident and at Resident's risk of damage to person and property.

**Disclosure-** Tenant/Resident Acknowledges and accepts if he/she chooses to utilize a washing machine and that at times, these machines can malfunction, therein causing damage to both personal property, as well as, your unit and the units around you (through flooding or leaks).

**Liability-** Unless the washer and/or Dryer malfunctions for a reason unrelated to Resident's use or maintenance, Tenant/Resident agrees to assume strict liability for Tenant's/Resident's, other Occupant(s) and/or Tenant's/Resident's Guest(s) use of the machines. Resident's accountability, should damage occur, will cover any and all damages caused to your unit, as well as, the units around you that might be affected should Resident's washing machine leak or flood. This means that the Resident will be responsible for ALL cost(s) associated with remediating ANY damage caused.

## Renter's Insurance

As provided for in the Lease Contract, ALL Mustang Management Residents must obtain and maintain renters insurance. Besides your personal items covered under the Policy, it is highly recommended that your Renter's Insurance Policy cover damage to your unit, as well as, to other apartments and other unit's personal property.

## Move-out Protocol

To ensure that you are NOT charged any fees upon move-out, please follow the below guidelines:

**Dishwasher:** Dishwasher must be cleaned and free of debris, soap scum, any foreign objects. Please run dishwasher on a clean cycle (do not leave dishwasher unattended during clean cycle)

**Stove/Oven:** Stove/Oven must be cleaned and free of debris, food particles, any foreign objects.

**Refrigerator/Freezer:** Refrigerator must be cleaned and free of all items, debris, food particles, any foreign objects. The Freezer must be emptied and the ice maker must be turned off.

**Microwave:** Microwave must be cleaned and free of debris, food particles, any foreign objects

**Counters:** wipe down all countertops and remove all objects and/or stains

### Flooring:

- **Tile:** Clean and wax all Tile floors;
- **Carpet:** Professionally Clean all Carpet (keep receipt from carpet vendor or rental of Steam cleaner);
- **Hardwoods:** sweep and mop all hardwood floors
- **Baseboards:** clean all baseboards (remove all dirt, debris and touch-up any scuffs)

### Windows:

- Clean all interior and exterior windows (the only exception is skylights if applicable)



Tenant(s) \_\_\_\_\_ & Property Manager \_\_\_\_\_ (Addendum to TAR-2001 Lease)