

## **COMMUNITY POLICIES**

We are happy that you have chosen to make Metropolis Apartments your home and hope your stay with us is a long and pleasant one! The following Community Policies and Lease Addenda are attached to and made part of your Lease Contract. Policies are subject to change. Any changes will go into effect 30 days after delivery of updated policies.

### Access Card/Fobs; Entry to the Property for Residents and Guests

- Only the residents who have signed the lease have permission to receive, possess or use the key fobs. There will be a \$25.00 replacement charge for any key fob which is lost, stolen, or not returned to the management office upon move out.
- After office hours, key fobs will be required to enter the vehicle and pedestrian gates, laundry rooms, pool area and gym.
- After office hours, guests can be admitted to the property only through the entrance gate on S. Pleasant Valley Road by pushing \*, then tenant's apartment number. The gate will call the tenant, who can then open the gate through their phone. (If tenant has less than 4 numbers in their apartment number press 0 after \*, then their apartment number.)
- Additional requirements for key fobs and entry into the property and its amenities are contained in the attached Access Policies, which are incorporated herein by reference.
- Access through use of key fobs may be limited or terminated if standards contained in the Access Policies are violated.

#### **Noise and Conduct**

- Metropolis rules provide that a person is **not** permitted to
  - Play a musical instrument or use amplified sound equipment that produces sound audible beyond the property line of a residence [outside your apartment] between
     10:00 p.m. and 12:00 p.m. all days, and
  - " use amplified sound equipment audible beyond the property line of a residence [outside your apartment] that produces sound in excess of **75 decibels** at any time.

### **Security**; Courtesy Patrol

• Metropolis Apartments does not provide or guarantee security of its residents. For the purpose of discouraging unauthorized entry on the property, an automatic gate system and key fobs are provided. We may retain a courtesy officer to patrol the property to assist in identifying unauthorized entry onto the property by persons who are not guests of residents, assist residents to comply with these Community Policies and report violations hereof to management.

### **Amenity Rules**

- **Guests are limited to two per resident** unless authorized by management.
- The Clubhouse, Pool/hot tub/deck, laundry rooms and exercise room are for use by residents and guests, but only if guests are always accompanied by a resident. Areas are available for use during the following hours:
  - ° Clubhouse– when management staff is present, usually from 9 AM 9 PM Monday thru Saturday and generally 11 AM-2PM on Sunday
  - Pool/hot tub/deck areas from 10AM 12AM. Monday thru Sunday
  - Laundry rooms at all times (use key fob to enter)
  - ° Exercise room at all times (use key fob to enter)

- No glass bottles, containers, or animals (other than service animals; see attached Animal Policies) are permitted in the pool/hot tub/deck
- Laundry facilities are provided for the convenience of residents who sign a lease, may **not** be used by guests and should not be used for any other reason than normal laundering of clothes.
- Any damages or violations by residents/guests will be charged to the resident and future use of facilities may be prohibited and/or access restricted.

### **Animals**

- All animals that enter our community and live with a resident must comply with the attached Animal Policies, be registered with the office and subject to a signed animal addendum, and have the appropriate deposit and fees paid.
- Animals must always be on a leash and accompanied by the owner (this includes cats) at all times when outside of units. Residents must take their animals outside to grassy areas for defection and urination purposes and pick up after animals.
- Additional requirements for animals are contained in the attached Animal Policies, which are incorporated herein by reference.
- Management reserves the right at any time to revoke the privilege of having animals in any apartment or on the premises if any of the Animal Policies has been violated.

#### **Maintenance**

- Our maintenance personnel offer 24- hour response to emergency service requests. Call 911 in case of fire or other threatening situations. Emergencies are considered any situation that places life or property in jeopardy and requires immediate attention such as but not limited to water leaks, fire or plumbing back up (if only 1 toilet in unit). Air conditioning & heating problems are not an emergency.
- For maintenance requests, please call, stop by the office, or submit a work order through our online AppFolio portal. Maintenance personnel are not authorized to accept verbal service requests so that none are overlooked.
- The cost of repairing broken windows, replacing missing/torn/broken screens and replacing locks will be charged to the resident.
- If you have a problem with pests in your unit, please make a work order request with the office or through your AppFolio account to obtain the service of a professional exterminator. Service usually is scheduled once a week, on Thursdays.

### Parking, Vehicles

- Only one vehicle per resident signing a lease is permitted on the property.
- No reconditioning, repairing, painting, or washing vehicles is permitted on the property.
- Residents may **not** park, store or repair any gasoline or gas fueled vehicle, motorcycle, Mopeds or other similar device in any area of the apartments, breezeways, stairwells, walkways or parking areas.
- Non-operable vehicles or vehicles not displaying decals/tags or current license plates are not permitted on the property and are subject to being towed at the vehicle owner's expense.
- No boats, recreational vehicles, buses, trailers, tractors, or other oversized vehicles may be parked on property.
- Park in designated areas only. Any vehicle not parked in between the lines of a clearly marked parking space, parked next to a red or yellow curb or in a space reserved for the disabled (unless you have proper authorization) or designed for charging of electric vehicles even for a short period of time- is subject to being towed. All towing expenses will be charged to the vehicle owner.
- Enter only through vehicle gates specifically marked as entrances, which are on S. Pleasant Valley Road and Willow Hill Drive. Exit only from those vehicle gates specifically marked as exits. **Do not exit from the S. Pleasant Valley Road gate or enter through the Anken Drive gate at any time.**

### Trash & Recycling

- Trash or other debris is to be taken to dumpsters located at the North and South ends of the property and **not** to be placed outside of your front door. If trash is seen outside your door...
  - ° The first offense will result in a warning notification.
  - ° The second offense will include a lease violation and \$25 fine.

The third and subsequent offenses will include a lease violation and \$25 fine **per bag/item** and may result in an eviction notice.

- Recycling containers are located at the North and South end of the Community next to the dumpsters.
- Couches and furniture may not be disposed of in or near the dumpster and should be removed from the property. You will be charged the disposal cost of any furniture left in or near the dumpsters.

### Courtyards, Walkways & Sidewalks

- Courtyards are for use by residents of the building in which they are located. Residents may not leave furniture or other items in the courtyard overnight.
- Courtyards and walkways outside of units shall be kept clean at all times. Items such as rugs, towels, bathing suits, laundry, etc. may not hang on the railings or any other exterior areas of the property.
- Welcome mats are permitted on the walkway outside your front door; however, rugs and carpets remnants are not allowed outside your front door.
- Small plants are allowed at the front door.
- You are allowed a reasonable amount of outdoor furniture next to your front door as long as it is manufactured for patio use and does not extend more than 24 inches from the wall so as to block ingress or egress. Upholstered furniture is considered trash/debris and will be disposed of by management at your expense. Cost will be determined based on the size of the furniture.
  - No shades are permitted to be attached to any area outside your unit; application for an exception may be made to management for those units exposed to excessive sun/heat.

### **Fire Safety**

• The City of Austin has adopted an ordinance banning the use of BBQ pits, hibachis or other cooking appliances utilizing charcoal, wood, or gas/propane fuel at apartment properties. We have provided grills for your use in our courtyard areas and near the pool. Once coals have cooled down, you are responsible to remove the ash from the grill and clean up your mess. Grills sitting next to your front door will be removed and disposed of by management at your expense.

### **Miscellaneous**

- Window coverings are permitted on the inside of the apartment windows if only our blinds are visible from the outside. Foil or any other material cannot be used on or next to the windows.
- Solicitation is not allowed on the property. Should a solicitor come to your door, please notify the management office or courtesy officer.
- Installation of additional locks must be approved in advance by management and must be installed by a management employee. Any duplicate key to all additional locks must be furnished to the management. The entry code must be provided to management if you choose to install a coded lock.
- The property has lockers for receipt of your packages, unless it is too large to fit into them. The management office will only accept oversize packages for the residents during normal office hours. Neither owner nor management will be responsible or liable for any loss resulting from acceptance or storage of packages. Office staff WILL NOT sign for any packages requiring signature for delivery. A signature is required by all tenants on the Package Release Form in order for the office staff to accept your property. WE DO NOT ACCEPT PACKAGES FOR PERSONS WHO HAVE NOT SIGNED A LEASE. If received in the office, they will be returned to the sender immediately.
- Any destruction of the Metropolis property, including and not limited to gate systems, camera systems, gym equipment, laundry equipment, pool/deck furnishings, littering, graffiti and sidewalk chalk, is prohibited. You will be responsible for all costs for repairs to any damaged property caused by you or your guest(s).
- Residents are responsible for their guests at all times, both while in the apartment and when they arrive and leave the community.
- Residents and their guests must give immediate notice to the management of any accident or injury to any person or damage to our property.

By signing you have read and understood these Community Polices and all policies attached hereto, which constitute lease addenda and are incorporated by reference into your lease and agree to comply with all such policies.

1			
1.	Unit #	Da	ite
2			
	Unit #	Da	ite
3			
	Unit #	Da	ite
4	 Unit #	<del></del>	
-		Da	itt
5	Unit #		ite
EMAIL ADDRESS			
1.)	4.)		
2.)	5.)		
3.)			
KEY FOB(S)			
1.)	4.)		
2.)	5.)		
3.)			
TX GAS ACCOUNT NUMBER:			
CITY OF AUSTIN ACCOUNT NUMBER:			
Management Signature:			
Name:	 Date		

**Resident Signature(s):** 



## **ACCESS POLICIES**

Each person signing a lease to reside at The Metropolis Apartments will be issued an access card/fob to permit entry into Metropolis Apartments, 2200 S. Pleasant Valley Road, Austin, Texas (the "Property") and various common areas of the Property. Such persons agree and acknowledge:

with respect to access cards/fobs:

- to receive and use the access card/fob solely for the purposes herein specified and in accordance with the lease and applicable community rules;
- to not permit any other person to have possession of or use of the access card/fob;
- to immediately notify the office of the loss or theft of any access card/fob, in which event the lost/stolen card/fob will be cancelled, and a new card/fob will be issued at the cost of \$25, payable by the resident simultaneously with issuance of the new card/fob;
- to return the access card/fob on the date of termination of the lease, or pay \$25 for each access card/fob not so returned; and
- to notify the Office of any change in his/her telephone number and email address.

with respect to admission of guests to the Property:

- to require all guests to call one of the undersigned to request admission to the Property and to
  use the guest access system, located on the south/left side of the entrance on S. Pleasant Valley
  Road;
- to admit guests to the Property only when one of the undersigned is present at the Property; and
- to not permit guests to use or possess an access card/fob at any time for any reason.

Failure to comply with the lease (including these Access Policies) may result in the termination of the privilege to continue to use the access card/fob or restriction of its use for entrance to portions of the Property.

Areas Authorized for Access (and subject to revocation or restriction for lease violation):

Auto Entrance Gates (S. Pleasant Valley Road and Willow Hill Drive), Pedestrian Gates, Exercise Room, Laundry Rooms, Pool Deck Area

Resident Signature	Resident Signature		
Resident Signature	Resident Signature		



# **Aquatherm Systems**

Our apartments do not have a conventional HVAC system. You do have central air and central heat, but the way the system functions is different than most apartments. The system has separate coils for AC (cooling) mode and Heat mode.

When the Heat mode is on, it is cycling hot water from your water heater through the coils to produce warm air from the vents. While your heater is actively running, it can cause a decrease of hot water in other areas of your apartment, including your sinks and showers. To avoid experiencing lukewarm water in the shower, it will help to make sure your heater is not actively running while the shower is turned on.

These systems must be manually switched from heating mode to cooling mode by our maintenance team. When you are ready to have the heat-mode turned on for the season, you will need to submit a maintenance request, and then maintenance will enter your unit and switch the system. When the seasons change and you are ready for your AC to function, submit another request and maintenance will enter again.

IF YOU ATTEMPT TO TURN ON YOUR AC WHILE YOUR HVAC SYSTEM IS STILL IN HEAT MODE IT WILL CAUSE YOUR SYSTEM TO LEAK WATER ONTO THE FLOOR AND IT WILL NOT COOL YOUR APARTMENT.

We know that Texas weather can be unpredictable and change drastically from day to day. Please understand that we do not have the manpower or time to enter every unit each time the weather changes. **We will only switch the system over one time per season.** By signing this you have read and understand the information provided above.

Resident Signature	Management Signature
Resident Signature	
Resident Signature	
Resident Signature	



# **Use of Amenities Offered**

Resident Signature

	-	Metropolis Apartments, agre activities at the apartment o	e as follows: community named above, including but
	-Pool/Pool Deck/Hot Tub -Bar/Snack Shack -Clubhouse	-Gym -Yoga/Exercise Room	-Dog Park -Game Room -BBQ Grill areas
2.	I agree to exercise due care incidental to the activities n		d I assume all risks associated with or
3.	In consideration for my being Metropolis Apartments, its claims and liabilities resulting	ng permitted to participate is owners, managing agents, ar	n such activities, I release and discharge and employees from all present and future involvement in any of the above and personal injuries.
4.	I will refrain from participal treatment, or prescription in permission to summon or put with such activities – but m	tion in such activities if my h medicine makes such activiti provide, at my expense, medi anagement will have no duty	realth, medical condition, medical es dangerous for me. I give management cal personnel or treatment in connection y to do so. If I need medical attention, I ps necessary to treat any injury or
5.			n for my child or children, if any, while
6.	If you or your children are s	seriously injured, do you aut	horize us to call EMS or send for an ither box is checked, it will mean that you
	rstand that this is a full and o oroughly and have executed	•	nant not to sue. I have read it carefully
DATE	O this day of	, 20	
Reside	ent Signature	Resident Signature	<del></del>

Resident Signature



## **GATE ACCESS INFORMATION**

Your key fob will grant you access to the Main (S. Pleasant Valley Road gate) and North (Willow Hill Drive gate) entrance gates, gym, all laundry rooms, pool/deck gates and all pedestrian gates. Residents will enter on the right side of the front entrance (S. Pleasant Valley Road) and are not permitted to exit from that entrance. After hours, you will use your key Fob just like for the other gates/doors. Once you place your Fob on the reader, the gate will open. If you are behind another resident that is entering the community, DO NOT try to tailgate them into the complex. The gate may hit your car. Thanks to the very well-lit warning signs that are posted and extremely visible, we will not be responsible for damage to your vehicle if you fail to heed this warning, and you will be financially responsible for repairing our equipment. Once the car in front of you enters, you can then place your fob on the reader to open the gate.

### **Guest Entry:**

To give guests entry into our complex, you will need to give your expected guest your apartment number and let them know the procedure.

- 1. Your visitor pulls up to the guest entrance and, if your apartment number consists of 3 numbers, types in \*0, and then your apartment number on the keypad. If your apartment number consists of 4 numbers, then the guest will type in \*, and then your apartment number on the keypad.
- 2. The gate will call your phone number that is saved in the system.
- 3. You answer your phone and can speak to your guest through the intercom.
- 4. Type 1 on your phone to open the gate. Hang up if you do not want to give them access.

In the event you forget your Fob, dial 385-250-8669 from your phone. This will open the main (left) visitor side entrance gate.

Thank you, Metropolis Staff



## **PACKAGE RELEASE FORM**

Due to the liability involved, Metropolis Apartments will not accept packages that are able to fit in the lockers located outside the clubhouse and will only accept oversize packages from the USPS and commercial delivery services (UPS, FedEx, Amazon, etc.) with written consent of a tenant whose name appears on a signed lease.

Metropolis employees are NOT authorized to sign for packages requiring signature for delivery. WE WILL NOT ACCEPT PACKAGES FOR PERSONS WHO HAVE NOT SIGNED A LEASE. They will be returned to the sender immediately.

Please fill out the portion of this form below if you anticipate receiving packages through the office. We appreciate your cooperation and understanding in this matter. This package release form applies only to residents listed below.

Name(s):	
Apartment Number:	
I release Metropolis Apartments from all liability damaged, lost, or stolen packages.	for accepting and storing packages, including
Resident Signature:	



## **Animal Policies\***

- 1) Animals are defined as dogs not exceeding 45 pounds in weight and not aggressive in behavior, cats that have been neutered or spayed, birds and other mammals kept in cages or other holders in which the animal is contained. No other animal is permitted to be in residence in a dwelling unit unless interviewed and approved by Management.
- 2) Each tenant is permitted to have two animals in each dwelling unit, with a limit of three animals of any given species, in each dwelling unit, and must provide evidence of current vaccination per type of animal upon commencement of residency and renewal.
- 3) An animal deposit will be required for each dog and cat in the amount specified by management at the time of lease signing, which will be considered a general security deposit for all purposes. The deposit is not required for any other of the above animals; however, Metropolis Apartments reserves the right to require deposits for birds, fish, and other animals, if in its sole opinion, the animal presents special cleaning, damage or health issues.
- 4) The animal must be kept in the tenant's unit at all times or in a cage, carrier, or, as required by City ordinance, on a leash whenever in the common areas of Metropolis Apartments or outside the dwelling unit. Animals are not allowed into swimming pool areas, laundry rooms, gym, or other recreational facilities. Animals may only enter the common areas of Metropolis Apartments for the purpose of traveling to or from a tenant's unit, except that animals are permitted to be off leash in the designated dog park located next to building 4.
- 5) All animal waste and litter from litter boxes and cages are to be picked up and disposed of in a sealed plastic bag and placed in the trash area. Outside, the animal may urinate or defecate only on grassy areas, but not within the courtyard of any building. Owners of the animal are immediately responsible for any animal waste clean-up. Each violation is subject to a \$25 charge, which must be paid immediately after receiving notice of violation or will be treated as overdue rent.
- 6) Animals must be supervised at all times and may not be left alone or tied to any fixed objects at any time outside of dwelling units.
- 7) To discourage rodents from building intrusion, animals may be fed outside of a dwelling unit only if its owner is present, and no food or food bowl/container is permitted to be left outside of a dwelling unit at any time.
- 8) No aggressive animals or animals that disturb the peace and quiet of other tenants through noise (barking, whining, etc.), smell, animal waste, biting, scratching, or other nuisance are allowed to be or remain at Metropolis Apartments.
- 9) Tenants are required to provide adequate care, nutrition, exercise, and medical care for each animal, which includes current distemper and rabies shots as well as regular treatment for fleas.
- 10) An information sheet will be kept about each animal and updated at least annually as part of your lease renewal. Your failure to update this information may result in you being required to remove your animal from Metropolis Apartments.

If you, your guest, or any occupant of a dwelling unit violates any rule or provision of these Animal Policies and we give you a written notice of such violation, you must remove the animal immediately and permanently from the dwelling unit and Metropolis Apartments. We also have all other rights and remedies set forth in paragraph 27 of the Lease Contract, including damages, eviction, and attorney's fees.

### **Our Removal of Animal**

In some circumstances, we may enter the dwelling unit and remove the pet with one day's advance written notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- a) abandoned the animal;
- b) left the animal in the dwelling unit for more than 8 hours without food or water; or
- c) Failed to care for a sick animal.

### **Service Animals and Assistance Animals**

Management and the owner of Metropolis Apartments comply with the requirements of the Americans with Disabilities Act to permit dogs that qualify as "service animals" (meaning they are individually trained to do work or perform tasks for people with disabilities) to enter all *public areas* of Metropolis Apartments. *All requirements of the Animal Policies must be complied with if the service animal is to occupy a dwelling unit at Metropolis Apartments.* Please do not confuse "service animals" with "assistance animals."

Mangement and the owner of Metropolis Apartments comply with the requirements of the Fair Housing Act to make reasonable accommodations to permit occupancy of a dwelling unit by an "assistance animal," defined as "an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability," upon request by a tenant and delivery of reliable disability-related information. *All requirements of the Animal Policies must be complied with if the assistance animal is to occupy a dwelling unit at Metropolis Apartments.* 

\*\*\*Service and assistance animals are required to have proper, updated documentation. These documents will need to be emailed or faxed directly to our office staff from a medical professional.

Email: Info@myclubmet.com

Fax: (512) 442 0755

These Animal Policies are subject to change upon notification of tenants at any time at Management's discretion.

\*Incorporated by reference in paragraph 12 page 3 of your lease contract, and Animal Addendum located within your lease contract paragraph 27 & 28 of your lease contract.



## **POOL RULES**

WARNING: No Lifeguard on Duty. Use Pool and deck at your own risk.

- -Pool/Deck Hours: 10 AM 12 AM \*DO NOT ENTER POOL/DECK AREA AFTER 12 AM\*
- -No Minors Allowed in Pool area after 9pm, unless approved by management.
- -NO GLASS in the pool/deck area, no exceptions.
- NO ANIMALS in the pool/deck area, no exceptions.
- -A key fob is needed to access the pool/deck gates. Never allow your guest to use your fob. Close gate fully behind you. Do not prop gate open for any reason.
- -IF YOU HAVE GUESTS, YOU MUST BE WITH THEM AT ALL TIMES. Two guests per tenant allowed, unless otherwise approved by management.
- -Children under 14 must not be in the pool area without adult supervision.

No one under 14 is allowed in the Hot Tub. Parents are responsible to keep their children out of the hot tub.

- -Tenants and their guests must abide by all rules posted in and around the pool area and should observe all warning signs.
- -Persons using pool facilities do so at their own risk. Owner assumes no responsibility for accidents or injury.
- -Alcoholic beverages are allowed in moderation only and you must be of legal age.
- -Proper swim attire is required while in the pool. No cut-offs or street clothes allowed.
- -Cigarette butts must be disposed of properly, in containers provided. Dispose of all trash before leaving the pool area.
- -Life preserver ring and hook are not to be used as pool toys.

Office staff reserves the right to exclude anyone at any time from the pool and deck area. Violations of any of these rules, or posted rules at the pool, will be grounds for non-renewal or eviction.

Resident Signature:	
Resident Signature:	
Resident Signature:	
Resident Signature:	



### YOUR PERSONAL PROPERTY IS NOT INSURED BY THE APARTMENT OWNER.

We want to be certain that all our residents realize that the "owners" insurance covers only the building and does not cover the Resident's personal property. (Please see paragraph 6 of your lease contract)

Although not required, we strongly recommend that you acquire renter's insurance, if you have not already done so.

I/ we understand that the Apartment owner's insurance does not cover personal property and that insurance on my/our own personal property is my/our choice and responsibility.

Resident Signature	Date	Manager Signature	Date
Resident Signature	Date		
Resident Signature	Date		
Resident Signature	 Date		



# **MOVE- OUT CLEANING CHARGES**

The following charges will be applied in the event an apartment is not fully cleaned, damages have to been incurred and repairs are necessary, or keys/fobs, etc. have not been returned upon move- out.

<u>Item</u>	<u>Light</u>	<u>Medium</u>	<u>Heavy</u>
Trash out per bag			\$25.00
General cleaning	E-1 BDRM \$120+	2 BDRM \$140+	3-5 BDRM \$160+
Bedbug treatment	Depends on siz	e of unit and level of infestation	\$185+
Holes in wall (per hole)	\$25.00	\$40.00	\$50.00
Blinds: Windows			\$75.00/Blind
Failure to return key			\$5.00/Key
Rekey or replace lock			\$25.00/Lock
Missing Key Fob(s)			\$25.00/Fob
Replace smoke detector			\$20.00/Each
Damaged bathroom sink			\$30.00/Sink
Resurface tub/Jacuzzi tub			\$250+
Resurface countertop:			
Small Counter	DEPENDING ON DAMAGE		
Bath Vanity	DEPENDING ON DAMAGE		
Kitchen Sink	DEPENDING ON DAMAGE		
Bar	DEPENDING ON DAMAGE		
Paint	_	for painting only if we have to do on length of occupancy, or to sea	
All charges are based on the	actual cost of the v	vork being performed.	
Resident Signature	Date	Manager Signature	Date
 Resident Signature	Date		