



Resident Guide

Experience Life. Experience Windsor Creek.

Welcome to Windsor Creek Apartments, your new home. The following residential living policies pertain to all residents and their guests. If you have any questions about these policies please ask the office staff.

Information Center

The Windsor Creek Information Center is open M-F 8:30-5:30, Saturday 10:00-4:00, and Sunday 1:00-5:00 (Although we may be closed on selected Sundays and holidays). These hours are subject to change. In the event of an emergency outside of the above hours, please call the office and your call will be transferred to the appropriate party.

Rent

Rent is due on the first day of each month. If rent is not paid by the 3rd day of the month (weekends and holidays included), an initial late fee of \$50.00 and \$10.00 per day will be charged to your account. A \$30.00 returned check fee also applies. If the bank returns your check your rent will be considered unpaid and late fees will apply. If two checks are returned with insufficient funds all future payments must be paid by cashier's check or money order only. Please take advantage of our online rent pay system to avoid any late penalties and returned check fees. The online payment system will post to your account immediately.

Security Deposits

A security deposit is required of all residents. The purpose of the deposit is to hold your apartment until you move in, as well as offset any damages that may be incurred during your time at Windsor Creek. Residents may expect a refunded deposit if the following criteria are met: 1) proper 60 day notice is submitted via online portal or in writing to the office, 2) no damages to the apartment are present, 3) the apartment is clean upon move out, and 4) no direct lease violations have occurred. Residents who incur more damages than the deposit amount will be billed accordingly. Failure to pay these damages will result in active collections.

Renter's Insurance

Before moving in, all residents are required to provide proof of renter's insurance. This will cover your personal property due to theft, fire, water damage, etc. The minimum coverage is \$100,000 personal liability and \$50,000 property liability per occurrence. Each resident who signs the lease must be covered under one policy or separate policies. Residents are responsible for their own personal property and for any loss and/or damage. Management does not cover your personal possessions under any circumstances as stated in your apartment lease contract.

Utilities

All residents are responsible for their own electric service and billing. If there is any time during the lease agreement that the service is not in your name you will be assessed a \$25 electric recovery fee as

well as daily usage. We will monitor your water usage and bill you monthly. Water bills are due with rent.

Maintenance

Please report any maintenance problems to our office via the resident portal or telephone. If you damage something in your apartment, please call the office so we can fix it (relative charges may be incurred to the resident). For your own safety, please do not wait to report these issues to our office. Our maintenance staff will respond to your calls in the order in which they were received during regular business hours. If an actual emergency occurs (blood, flood, fire) please contact us after hours and we will respond accordingly.

Emergencies

What constitutes an actual emergency? It is easy to remember: *blood, flood, fire*. While a broken dishwasher or light may seem annoying, they are not considered emergencies and will not be addressed until regular business hours. However, as noted above, please report any health hazards, water damage, or fires at any time, day or night. One exception is your heating and air conditioning. If broken, please consider it an emergency and call after hours. We take maintenance calls very seriously and will address them all without fail, however, please be respectful of your neighbors as well as our staff by only reporting actual emergencies after hours.

Community living Policies

Living in an apartment community gives each resident the opportunity to interact with as much or as little as they choose with their neighbors. However, being courteous to our neighbors is not optional. Each resident has the right to enjoy their apartment home within the limits of proper behavior. City ordinances require all residents of Lubbock to abide by certain laws. Windsor Creek residents are expected to obey all city, state, and federal laws. Excessive noise will not be tolerated. The city of Lubbock ordinances 18-4 – 18-4.8 outline city noise codes.

Please do not hang any items (bathing suits, towels, mops, rugs, etc.) over the balconies. Patios may be used for display of appropriate patio furniture and decorative plants. Windsor Creek staff will make every effort to ensure a clean and pleasing environment, and residents are expected to do the same. No window coverings, designs, or stickers, except those provided by Windsor Creek, are allowed (i.e. towels, foil, blinds other than those provided, or any other miscellaneous items). Standard draperies are allowed. Fire regulations require that entries and stairways be kept clear at all times. Do not use these areas as storage for bikes strollers, etc. Patios and balconies may not be used for storage of boxes, trash, tires, auto parts, broken furniture, etc.

Windsor Creek is a smoke-free property. Please do not smoke inside your apartment home or in common areas. Smoking is limited to your personal patio/balcony only.

Various dumpster enclosures are located around the property. Please use them to dispose of your trash. Leaving your trash anywhere else, such as the parking lot, sidewalk, breezeway, garage, balcony, or next to the dumpster will result in a \$25 fine per item.

Apartment Transfers

Residents will be allowed to transfer to another apartment onsite if they meet the following conditions:

- The resident must have lived on property for 6 months with good payment history
- The resident must re-qualify (income, background, etc.)
- The resident's current apartment home must be inspected for condition and damages
- If the transfer occurs during the middle of a lease a fee of \$300.00 will apply. If the transfer occurs at the end of the lease no fee will apply.
- The resident will be allowed 3 days to transfer. If the transfer takes longer than the allowed 3 days the resident will be responsible for rent in both apartments for all days occupied.
- A new deposit will apply and the old deposit will be refunded, if applicable, within 30 days.

Keys

Upon move in, each resident receives one apartment door key, and only one mailbox key is issued per apartment. The post office does not duplicate mailbox keys. If you lose your key, we will make you a new one for \$5.00. If you lock yourself out of your home after hours, there is a \$25.00 charge to unlock your door. If you request your locks to be changed for any reason you will incur a \$25.00 fee for this service. You may not install additional locks or other devices without the prior written consent from management and you must provide a key to the office.

Fire Extinguishers

All apartment homes have a fire extinguisher in the kitchen. Please do not tamper with the extinguisher or use it without reasonable cause. Charges may apply if the extinguisher has been used for recreation instead of emergency. Please read the operating instructions and become familiar with the extinguisher for use in the event of an emergency.

Swimming Pool

During the summer, the swimming pool is open from 10:00 am - 10:00 pm daily, unless under maintenance. Residents of Windsor Creek and their guests agree to abide by the rules set by management and use the pool at their own risk. Children under the age of 14 are not allowed in the pool or pool area without a supervising adult. Adults must exercise caution when taking children to the pool, and never let children wander around the pool area unsupervised. The pool will be gated at all times, and under no circumstances will it be propped open. Glass containers are not allowed in the pool area for any reason. Persons appearing intoxicated, engaging in horseplay, boisterous behavior, excessive noise, running, diving, or fighting will be asked to leave the pool area immediately.

All residents and their guests must wear proper attire in the pool area. Exhibiting any type of nudity will not be tolerated and those persons will be asked to leave. The use of a towel is required for all residents. If you are applying sun lotion or oil to your skin, a towel must be placed between your skin and the chair. You will also need to dry off before entering your apartment home.

Windsor Creek is not responsible for any lost, damaged, or stolen property of our residents or their guests. Residents are responsible for paying any damages incurred by themselves or their guests. Please notify the management of any rule violations.

All rules apply to residents, occupants, children, and their guests. Any violation of these rules permits Windsor Creek to terminate the violating resident's lease.

Residents are welcome to have guests over to use this area but in order to ensure all residents have access to this area we hold the right to ask guests to leave if there is an excessive number or if it prohibits the enjoyment of other residents.

Parking

Please park only in designated parking areas. Do not park in fire lanes, handicap spaces (unless authorized to do so), or non-parking areas such as in front of another person's garage, behind a parked car, or on the grass. Trailers, RVs, or boats are not allowed on the property. The only exception is a moving trailer for a period of three days. Cars that are parked incorrectly, inoperable vehicles, unregistered vehicles, or abandoned vehicles will be towed at the expense of the owner. Residents are permitted to change a car tire while on property but all other repairs and maintenance are prohibited.

Access Gates

The gates are in place to regulate those who may enter and exit our property. Please take care of them and follow the rules so that they will stay operable. A broken access gate affects everyone on the property, so please take the following precautions when using the gate:

1. Slow down when approaching the access gate. Never slam on your brakes at the last minute.
2. Do not stop on the track of the gate or it will hit and damage your car.
3. Do not follow other cars through the gate. Please use your own access device to enter instead of tailing another car inside the property.
4. Do not smash your car into the gate for any reason.
5. Please stay inside your vehicle while the gates are operating.
6. Please exercise caution when opening the gate. If small children are playing around the gate, or if suspicious parties are trying to follow you inside, then do not open the gate and notify the appropriate parties.

Each lease holder will be issued an entry gate card at the time of move-in. These cards must be turned in upon move-out. If the card is lost, unreturned, or damaged a replacement fee of \$35 will apply. If at any time during the lease you lose your card and need a new one issued to you a \$35 fee will apply.

Additional cards will not be available for purchase. These cards will also give you 24 hr access to the fitness center.

Wireless openers are also available. A deposit of \$40 is required to obtain a wireless entry device. Damage or misplaced devices will result in a loss of the deposit. If lost, an additional deposit is required to acquire a new device.

Enclosed Garages and Covered Parking

There will be a garage door opener issued for each garage that is leased by the resident. If the garage door opener is lost, stolen or returned damaged there will a \$50 charge for the replacement of the opener. Garages and carports may be used for storage of operable motor vehicles. No one may sleep, cook, barbecue or live in a garage or carport. Persons not listed as a resident or occupant on the lease may not use the area. Items that post an environmental hazard or a risk to the safety or health of the residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles or paper or other material that may create fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage.

Barbecue Grills

The TAA lease agreement that you signed, along with city ordinances, prohibit the igniting or use of barbecue grills within ten (10) feet of all buildings, overhangs, and carports. Violation of these regulations may lead to fines and/or eviction. You may also be subject to additional fines from the city fire marshal.

Animal Guidelines

Residents who would like to have a pet on the property must pay a \$350.00 non-refundable pet fee and an additional pet rent of \$10.00 for each pet. Please check with management before getting an animal. Our animal guidelines have been developed to assist in meeting the needs of all residents of our apartment community. The following guidelines specify both resident and management rights and responsibilities in order to maintain a healthy, happy and peaceful living environment and community atmosphere.

- Windsor Creek allows only one pet per apartment under 20 pounds and only two pets with a combined weight of 30 pounds per apartment if they are cats or one cat and one dog. Two dogs in one apartment are not allowed.
- Allowed pets are as follows: dogs, cats, birds, and fish
- Exotic pets or poisons pets of any kind will not be permitted
- We will not accept reptiles (snakes, lizards, etc.), or rodents (mice, rats, gerbils, hamsters, ferrets, guinea pigs, etc.) of any kind

- Birds must be kept in suitable housing (cage) at all times and are limited to small birds (parakeets, cockatiels, finches, lovebirds, canaries, etc.)
- Dogs of a vicious or aggressive disposition or nature will not be permitted on property at any time even if they belong to a visiting guest
- All dogs and cats must be at least six (6) months of age
- All dogs and cats must be spayed or neutered
- All cats must be declawed
- Fish tanks are only permitted in first floor apartments
- All pet owners must be able to control their pet with a leash, cage, or pet carrier
- Management reserves the right to require pet owners to relocate to a comparable apartment based upon complaints concerning the behavior of the animal, or the documented medical conditions of residents affected by the presence of the animal

Pet owners that fail to comply with the following obligations will be subject to a \$25 fine for the first violation and eviction for the second. Pet owners will also be responsible to pay for any damages caused by the pet including but not limited to the obligations listed below.

- The pet owner is responsible for proper care of their animal including but not limited to: good nutrition, grooming, exercise, flea control, routine veterinary care and yearly vaccinations.
- The pet owner is responsible for cleaning up after their pet inside and outside of the apartment and anywhere on the property.
- Animal waste must be bagged and disposed of in dumpsters or pet stations located throughout the property.
- Cat litter is not to be disposed of in the toilet
- The pet owner must keep their apartment, patio/balcony, and garage free of pet odors, waste, litter and insect infestation
- The pet owner is responsible for restraining animals from gnawing, chewing, scratching or otherwise defacing doors, walls, windows, and floor coverings of their apartment, other resident's apartments and/or common areas.
- Pet owners are responsible for restraining pets from damaging shrubs and landscaping
- Pets are not to be tied up outside or left unattended outside at any time including on the patio/balcony
- Pet owners will not alter their apartment or patio/balcony in any way to create an enclosure for an animal
- All pets shall be restrained at all times when in common areas. No pets will be allowed to run loose in common areas without leash.
- Pets will not be allowed to disturb the health, safety, rights, comfort, or quiet enjoyment of other residents. A pet may not create a nuisance to neighbors by excessive barking, whining, chirping, or other loud or offensive noise.
- Pet owners are required to provide the management office with a color photo, description of the pet, vet records, and licensing certificates according to local and state laws.

- Pet owners are responsible for maintaining up to date records with the management office.

Cold weather

In the event that temperatures fall below freezing (32 degrees), we ask that you take the following steps in order to help prevent water lines from freezing.

- Turn on all faucets to a slow thin trickle of water (only when you are home)
- Leave all cabinet doors under sinks open so pipes will remain ventilated with warm air
- Leave bathrooms doors open as much as possible to allow warm air to circulate
- Leave your thermostat set to "Auto" at no less than 60 degrees.

Fire Suppression System

All apartments are integrated with a fire suppression system. Damaging, painting, tampering with or hanging items on the sprinkler heads will cause the sprinklers to activate and cause extensive water damage to the premises and individual personal property. You will be held responsible for damages and possible legal action to the extent allowed by law. Management is not responsible in any event for damages of personal property of the resident, family member, guest, occupant, or invitee caused by fire, misuse or malfunction related to the fire suppression system.

Satellite Dishes

Satellite Dishes are not allowed at Windsor Creek Apartments.

Lighting

If you notice any exterior lighting that is out please contact the office so we can handle the request. Inside the apartment the resident will be responsible for replacing all light bulbs.

Mini Blinds

We recommend keeping mini blind cords out of the reach of pets and children as these can be a choking hazard. Residents are responsible for maintaining the blinds and will be responsible for replacement at the time of damage.

Pest Control

We provide pest control service in each home quarterly. If you need additional treatments please contact the office. Remember, exposed food and garbage is an invitation to insects.

Package Delivery

As a courtesy to our residents we will accept packages from USPS, UPS or Fedex only if you have signed a package release form. We will not be responsible for C.O.D. deliveries, packages delivered in damaged condition, or perishable items left in the office. It is the residents' responsibility to check the office for deliveries. We are not responsible for lost or missing items.

However, with written permission, we will deliver packages to your apartment home and leave it in the foyer.

Admittance into Apartment

If you would like us to allow a friend or family member or a technician of any kind into your apartment we will require that you give us written permission with the person's name and date allowed in the apartment. We will not allow anyone into your apartment with only verbal permission.

Business Center

The business center is equipped with computers, copier/printer and fax for resident use only. Management is not responsible for any personal items lost or stolen while in the business center. Residents will be responsible for disposing of any trash in the business center.

Residents are welcome to have a guest over to use this area with them but in order to ensure all residents have access to this area we hold the right to ask guests to leave if there is an excessive number or if it prohibits the enjoyment of other residents.

Acceptable Internet Use Policy

We do not guarantee that any service will be uninterrupted, error-free or free from viruses or other harmful components. The resident agrees and acknowledges that any type of internet service is provided on an "as is" basis.

Fitness Center

The fitness center is available to residents 24 hours a day. The equipment is provided for resident use only. Please follow the posted instructions and manufacturer indications while using the equipment. Residents are responsible for all their belongings while in the fitness center and throwing away any trash. No unattended children are allowed in the fitness center and children are also not permitted to be on any equipment.

Residents are welcome to have a guest over to use this area with them but in order to ensure all residents have access to this area we hold the right to ask guests to leave if there is an excessive number or if it prohibits the enjoyment of other residents.

Clubhouse Rules

We provided the clubhouse for the enjoyment of our residents only during office hours. Alcohol of any kind is not permitted in the club house. Residents are responsible for any guest brought to the club house and guests must be accompanied by a resident at all times.

Residents are welcome to have guests over to use this area but in order to ensure all residents have access to this area we hold the right to ask guests to leave if there is an excessive number or if it prohibits the enjoyment of other residents.

Game Room

The game room is provided for the use and enjoyment of residents only during office hours. Residents are responsible for their belongings while in the game room and responsible for disposing of any trash. The game room is also available to be reserved by residents during business hours only.

Residents are welcome to have guests over to use this area but in order to ensure all residents have access to this area we hold the right to ask guests to leave if there is an excessive number or if it prohibits the enjoyment of other residents.

Basketball Court

The basketball court is provided for the use and enjoyment of residents only. Hours for basketball court use are from 10 am-10 pm. Residents are responsible for their belongings while at the court and are responsible for disposing of any trash.

Residents are welcome to have guests over to use this area but in order to ensure all residents have access to this area we hold the right to ask guests to leave if there is an excessive number or if it prohibits the enjoyment of other residents.

Pet Park

The pet park is the only place on property where animals are permitted to be off a leash or out of a cage. All waste must be picked up and disposed of per city ordinance.

Resident Acknowledgement of Community Policies

I/We have been provided with the community policies. We are aware of the rules and consequences of any broken rules/policies.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date