



# Resident Handbook

We welcome you as a new resident to the community! This handbook was designed to provide you with valuable information about your new home and the surrounding community. If you have any questions regarding this handbook, please do not hesitate to call us at. Our goal at Overall Creek is to maintain a community that is enjoyable for all of our residents, and we hope that you will be pleased with your choice to live here.

## Resident Quick References:

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|---|---|
| <b>Office/Maintenance Phone Number:</b> | <b>(615) 895 - 5150</b>   |
| <b>Community Manager:</b>               | Kaitlyn Rounsaville   |
| <b>Assistant Community Manager:</b>     | Amber Castleman   |
| <b>Community Consultant:</b>            | Logan Clendenin and Eliana Arraez                               |
| <b>Leasing Office Hours:</b>            | Monday – Friday: 9am – 6pm, Saturday: 9am – 3pm, Sunday: Closed |
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- ❖ **Cable TV, Internet, Telephone:** AT&T **(615) 815-0132** – Sales Representative, Brady Berlin
  
  - ❖ **Water & Sewer:** Overall Creek provides transfer service for water upon move in. Bills are sent monthly by Minol, Inc located in Dallas, Texas. Minol Inc may be contacted at **888-636-0493** with questions.
  
  - ❖ **Trash Compactor:** The community trash compactor is located at the west entrance to the community. Please break down cardboard prior to disposal. Place all trash inside the compactor.  
Trash is not to be left outside of the compactor and may not be left outside apartment doors or on patios at any time. Monthly cost of service is \$5 which will reflect on your utility statement billed by Minol Inc.
  
  - ❖ **Pool Hours:** Open year-round. Daily hours 9 AM to 10 PM. Maximum 2 guest per household.
  
  - ❖ **Fitness Center:** Residents have access to the Fitness Center 24 hours per day, 7 days a week. Persons under the age of 18 must be accompanied by an adult.
  
  - ❖ **Resident Portal:** Rent payments can be made online at [www.rentcafe.com](http://www.rentcafe.com). Through this portal, you can also put in maintenance requests, and contact the leasing office.
  
  - ❖ **Dog Park:** The Dog Park is located between Building 15 & 16. Hours for the dog park begin at sunrise and end at sunset unless under maintenance. Please refer to the pet addendum for all rules.

# Overall Creek

APARTMENT HOMES

## Rules & Regulations

### Refundable Security Deposits

The security deposit helps to defer costs to damages that might occur over time.

In order to receive full deposit refund, you must meet the following requirements:

1. No damage to the property beyond normal wear and tear
2. At the time of move out, the apartment should be returned in as similar condition to what it was upon move in with the exceptions of normal wear and tear
3. Entire apartment including appliances, (refrigerator, oven, dishwasher, microwave, range) bathrooms, closets, & cabinets must be cleaned. *Carpets must be thoroughly vacuumed.*
4. *Any change in paint color is prohibited.*
5. No stickers, glue-on picture hangers, large scratches or holes in walls.
6. No noticeable indentations in resilient floor, broken tiles, or unclean carpet
7. No unpaid charges or delinquent rents
8. All keys (garage door openers if applicable) have been returned to the office
9. Forwarding addresses left with management

\*\*\*Lease cancellation forfeits deposit.

Any deposit refund will be mailed to the forwarding address provided within 30 days if the conditions above are met. If a partial refund is made, an accounting statement will be furnished detailing all charges.

### Sure Deposit

If you elected Sure Deposit at the time of move-in, the premium paid is **non-refundable** for any reason and no part of this premium is applied to any outstanding balances after move-out. If you have a balance, please make arrangements to pay this to Overall Creek within 30 days of receipt of your final account statement. After that time, remaining balances will be forwarded to a 3<sup>rd</sup> party collections agency.

### Rent & Late Payments

Rent and all applicable fees are due on or before the 5<sup>th</sup> of every month. On the 6<sup>th</sup> a late fee of \$100 will be assessed if your balance is outstanding. If rent is not paid in a timely manner, the account may be turned over to the attorney for eviction proceedings. Rent may be paid by check, money order, or online at [RentCafe.com](http://RentCafe.com). Cash payments are not accepted at any time. You may drop checks into overnight drop box located outside leasing office door if paying after hours. A **\$30.00** Insufficient Funds charge will be collected on all returned checks.

### Maintenance Requests

Most requests for service can be completed within a 24-hour period by contacting the office Monday-Friday during normal business hours or putting it in online via your resident portal. In case of an emergency, please call 615-895-5150. A 24-hour automated service will be available to direct your call to the appropriate person. Emergencies include fire, flood, electrical outage (that has been confirmed to not be shut off for non-payment), heat/air conditioning interruptions in extreme conditions, and sewer back-ups. Residents' requests for service cannot be fulfilled if pets are left unattended.

Door batteries flash green when working correctly. Should the door battery begin to weaken, you may experience a red or orange flashing light. If the battery light flashes red or orange, this will serve as a warning that the battery is dying and will soon no longer unlock the door. Please contact the office as soon as possible should a red light appear so we may quickly address the issue and prevent you from becoming locked out. If we are not notified as soon as the warning light begins and the battery dies outside of business hours, a fee may be incurred for the afterhours call.

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Light bulbs are to be in working condition at the time of move in. After that time, light bulbs are to be replaced and provided by the resident. Should you have a physical condition that prohibits replacing a difficult to reach bulb, please contact our office so we may accommodate your request.

All service requests must be directed through the leasing office. Please do not ask maintenance team members to perform repair services on property. Your request for repair will be taken care of once a written service order has been prepared in the office.

Service requests are completed in the order they are received with priority given to emergencies. If you wish to be home when the staff fulfills a maintenance request, please let the office know and we will do our best to accommodate you. Otherwise, they will enter your apartment to correct the mentioned issue during normal business hours.

### **Parking & Speed Limit**

- ❖ Parking shall be on a first come first serve basis.
- ❖ Park vehicles only in the designated parking areas. Any vehicles parked illegally in handicapped spaces, on lawn areas, or in no-parking zones will be towed without notice, at the owner's expense.
- ❖ All vehicles must have a current valid motor vehicle registration. All commercial vehicles including semis, buses, vans, limousines, boats, trailers, and recreational vehicles are not permitted.
- ❖ Auto repair work is not allowed in the community.
- ❖ Vehicles with expired plates, flat tires, or vehicles that are abandoned, unsightly, or deemed inoperable by owner are not permitted and may be towed without notice at the owner's expense.
- ❖ Parking or driving on grass is not permitted.
- ❖ Motorcycles are to be treated as vehicles and only parked in designated parking areas. Driving on sidewalks and parking in the breezeways is not permitted.
- ❖ The speed limit throughout the community is 15 mph. Please watch cautiously for pedestrians.
- ❖ Advertising vehicles for sale is not permitted.

### **Mailboxes and Mail Pick-Up**

Should mail be delivered to a former resident, please write RTS (Return to Sender) on the mail and place it in the outgoing mailbox.

UPS, FedEx, Amazon, and all other delivery companies will bring packages to the office should no one be home to sign for acceptance. Should the package not require a signature, it will be left at the doorstep. Otherwise, the office staff will sign upon delivery and hold in the office for pick-up. Carriers typically leave a tag on the door to notify of a package delivery. **Overall Creek team members sign for packages as a courtesy and are not responsible for lost packages.**

### **Pool & Fitness Center**

Pool hours are from 9am-10pm and entry is prohibited to all persons when closed. There is no lifeguard on duty, swim at your own risk.

The pool may be used for Overall Creek residents and guests only. Guests are limited to two (2) per apartment and must always be accompanied by a leaseholder. No parties permitted. Management has the right to regulate as needed. No person under the age of eighteen (18) is permitted without the accompaniment of a responsible person age eighteen (18) years or older.

No food or drinks in glass containers, gum, or use of tobacco products are permitted in the pool area.

The Fitness Center is open 24 hours a day, 7 days a week for Overall Creek Residents. Residents may gain access to the Fitness Center with apartment key. Persons under the age 18 must be accompanied by an adult. Equipment must be wiped down after each use. Please report any mechanical issues in the Fitness Center to the office staff.

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## Pet Policies

Overall Creek Apartment Homes is pet friendly to dogs and cats. All homes with pets are required to pay a \$300 pet fee (for 1 pet) or \$500 pet fee (for 2 pets) a \$25 per month per pet rent. A \$45 per pet DNA registration fee is required for any residents that owns a dog. Pet fees and pet rent will not be used to cover damages caused by pet. There is a limit of two (2) pets per apartment.

Residents who own pets are required to pick up after their dog and keep it on a leash. We strive to keep our community enjoyable for all residents, and stepping in your pet's waste is not what your neighbors enjoy. If pet defecation occurs anywhere on Owner's property, the pet owner shall be **responsible for the immediate removal** of waste. Failure to clean up dog waste will result in the following: 1<sup>st</sup> offense = \$275, 2<sup>nd</sup> offense = \$550 AND resident will lose privilege to own a pet at Overall Creek.

It is not permitted to leave pets on the patio while unattended or while away from home. Violation of rules on the Pet Agreement form, may result in fines and/or possible lease termination.

## Early Termination & Intent to Vacate

Leases may be terminated prior to the end the original lease term if all of the following occur:

- ❖ Written notice of early termination is provided at least 60 days prior to your move-out date
- ❖ A lease cancellation fee equal to one month of rent is paid at the time notice is given
- ❖ Any concessions received when signing the Lease Contract or upon Lease Renewal are reimbursed to Overall Creek and paid on or before the specified move-out date
- ❖ All balances are paid in full
- ❖ Forfeit deposit

Military personnel may terminate a lease without penalty with a 60-day written notice. Verifiable travel orders more than 35 miles of Overall Creek and a supporting letter of transfer by the commanding officer will need to be turned into the management office.

If you do not intend to renew your lease, notify the office, *in writing and signed by all leaseholders*, 60 days prior to the lease expiration. If you intend to renew, simply fill out the renewal offer letter furnished by the leasing office.

If the office is not notified of your plans by signing a renewal form or Intent to Vacate form, the lease will be renewed on a 60-day basis and subject to a short-term lease premium.

## Transfers & Lease Modifications

On-site transfers may be permitted, with Manager permission, under the following conditions:

- You have occupied your current apartment home in good standing for at least 6 months.
- A transfer fee of \$200 is paid at the time of transfer request for anyone who will be transferring at the end of their lease or \$500 for anyone who will transfer prior to the end of their lease. **This fee is not refundable if transfer request is rescinded.**
- The Community Manager will inspect the condition of your current apartment home before granting final permission to transfer.
- Pet fees do not transfer. A new pet fee will be collected upon transfer to a new apartment.

Once your lease is fully executed by all parties, an administration fee may be incurred for any modifications to the lease, including but not limited to:

- Adding/removing leaseholders, occupants, or guarantors
- Changing move-in dates, lease terms, or apartments



### **Patios, Balconies, Breezeways & Grills**

Personal items such as bikes, trash and grills are not permitted on patios or balconies. The only permissible items are thriving plants and patio furniture. Furnishing your own balcony or patio screens is not permitted. String lighting and holiday decorations are permitted only during the holiday season and must be removed promptly after the holiday has passed.

Hallways, stairways, landings and public common areas are only to be used for the purpose of entering or exiting the apartment building or residence. These areas shall be kept clear of bicycles, motorcycles, toys, waste/ recycling reciprocals, cigarettes, footwear, umbrellas and all other articles at all times. Leaving trash, including recycling, in breezeway for any amount of time is strictly prohibited and may result in fines.

Per the Fire Code: No hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft. (3m) of any structure.

**No hibachi, grill, or other similar device used for cooking shall be stored on a balcony. Electric ranges, electric grills, or similar electrical apparatus shall be permitted.**

**Combustible material shall not be stored beneath a building or structure unless specifically constructed or protected for this purpose.**

### **Keys & Lockouts**

One key per authorized occupant will be issued upon move in. Additional keys may be purchased for \$50 each. All keys must be returned to management upon move out. Keys not returned will result in a fee or deducted from your deposit. Replacement keys are \$100. 1 Bluetooth electronic key will be issued free of charge, upon request. All other electronic keys are \$10 each and will only be dispersed to leaseholders.

**WE DO NOT OFFER AFTER HOURS LOCKOUT SERVICE.** Should you become locked out your home after business hours due to a lock malfunction, please call (615) 895-5150 and leave a message with your name, apartment number, time & date, and phone number. A fee will be incurred for lockouts due to a dead battery, as ample warning is given via a red or orange flashing light for approximately 1 week prior to dying, at which time, a work order should be submitted for battery replacement.

### **Satellite Dishes**

Satellite dishes are permitted under the following guidelines.

- ❖ Dish must be on the patio or balcony. Dishes may not be placed in the lawn area.
- ❖ Holes may not be drilled inside or outside the dwelling for wires.
- ❖ Under no circumstance may a satellite dish be attached to any part of the building or balcony.
- ❖ The use of a tripod within your personal patio/balcony space is recommended.

### **Noise**

Neither resident, nor resident's guests or invitees, shall make or permit any disturbing noises in the building or in the community, nor do or permit anything to be done that will interfere with the rights, comforts, or conveniences of other residents. No resident or guest of resident may play any musical instrument, television set, or radio in such a manner that is disruptive or annoying to neighbors. We ask that you be mindful of neighbors below, above, and beside you while keeping in mind that the apartment homes are not soundproof, and some noises may occur unintentionally. Should you have a concern with consistent noise from a neighbor, we suggest a neighborly visit to politely address the concern. If the problem is not rectified at that time or you do not feel comfortable doing so, please report these complaints to the leasing office or police department in severe cases.

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## Window Coverings

To assure a clean uniform exterior appearance throughout the community, all window coverings must be approved or furnished by management. Window coverings must be in good repair at all times. Under no circumstance may a window be covered by any item not designed as window covering (i.e., bed linens, towels, aluminum foil, reflective film, flags, paper products, etc.). No signs, adhesive stickers, illumination, advertisement, or any lettering or item may be displayed on windows with the exception of intrusion alarm stickers.

## Candles & Cigarettes

**Smoking is not permitted inside your apartment home or at any amenity areas.** You may smoke cigarettes on your balcony. Any cigarette butts found as a result of improper disposal will result in fines. Any odor or residue as a result of smoking will be the responsibility of the resident upon move out at the discretion of management.

## Pest Control

Routine & general maintenance pest control is offered weekly. The cost for service is \$3 and will cover normal household pests; such as the occasional ant, beetle, or spider. Pests that are brought into your home; e.g., fleas, roaches, bedbugs, are not covered under this contract. The cost for service must be paid by the resident. Infestations are not covered by this contract and will be the tenant's responsibility to remedy. Failure to notify office or remedy any infestation can lead to lease cancellation or move out charges.

If insects are spotted in the apartment, please contact the leasing office to request treatment on the next scheduled service day. Overall Creek will cover the cost of standard pest control issues but is not responsible for pests associated with pets or apartments that have not been maintained in a sanitary condition.

## Renter's Insurance

Overall Creek Apartments requires all Residents to obtain renter's insurance for their personal property, personal injuries occurring in their apartment, and/or other damages that may occur. According to the terms of the Lease Agreement, Overall Creek Apartments is in no way responsible for the damage to Resident's personal property, and our insurance does not cover the personal belongings of Residents.

In the case of cancellation of a policy due to nonpayment or the expiration of a policy due to nonrenewal; residents will automatically be enrolled in to a \$100,000 policy with Resident Shield. This policy does not cover personal property, injuries, pets, etc. Once enrolled, a monthly charge (including prorated) in the amount of eleven dollars (\$11) will be charged to your resident ledger.

Renter's insurance provides you with coverage for loss, damage, or destruction of your property. It also provides coverage for additional living expenses you may incur if the apartment becomes uninhabitable. Such insurance can also protect you from any liability claims resulting from your own activities. For example, if your negligence causes a fire, you may be held responsible for the damage of the property of others, including Overall Creek Apartments. Similarly, if a guest were to have an accident in your apartment, you could be personally responsible for the guest's injuries.

A minimum of \$100,000 of personal liability is required and coverage shall remain throughout the duration of your occupancy.



**Management Rights**

These rules and regulations may be added to, amended or replaced by the manager upon thirty days prior written notice unless an emergency requires immediate implementation.

THESE RULES AND REGULATIONS HAVE BEEN ESTABLISHED BY THE AGENT/MANAGER AND ARE HEREBY MADE PART OF THE LEASE AGREEMENT.

Defined terms used herein shall have the same meaning as given in the lease agreement. Failure to comply with the rules and regulations may, at the discretion of the agent, be deemed a breach of the lease agreement and subject you to eviction.

You are responsible for seeing that guests, with your expressed or implied consent, comply with these rules and regulations as well as with the lease agreement.

I hereby acknowledge and agree to the rules and regulations established in the Overall Creek Resident Handbook.

I understand that the policies shall have the same force and effect as the covenants of my Lease Agreement, and that my family and guests will observe all such rules and regulations. In addition, I understand that Overall Creek Apartments reserves the right to alter, amend, or modify such rules and regulations as deemed necessary, and I agree to abide by any such modifications.

It is further understood that signature of this acknowledgement will be authorization to make provisions specified within the Resident Handbook a permanent part of my Lease Agreement.

Resident \_\_\_\_\_

Date \_\_\_\_\_

Resident \_\_\_\_\_

Date \_\_\_\_\_

Resident \_\_\_\_\_

Date \_\_\_\_\_

Management \_\_\_\_\_

Date \_\_\_\_\_

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APARTMENT HOMES



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