Rules and Regulations addendum to Residential Lease Agreement



Freedom Property Agent LLC
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Property Manager
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Welcome!

It is a pleasure to welcome you as our tenant. We believe that a good Landlord-Tenant relationship is important to your enjoyment of the home you are renting. Positive Landlord-Tenant relationships are created by clear communication.

Your home is managed by a professional team dedicated to the satisfaction of our residents and owners.

As Property Manager for owners of rental properties we are bound to certain responsibilities by legal contracts with our owners and with our tenants. We can best serve both tenants and owners by offering prompt and professional services to you.

As a professional property management company, we are committed to the long-term preservation and enhancement of our residential properties.

We value your opinion and work hard to provide you with a pleasant home. If you should ever have any need regarding your home, please contact us.

We will do our very best to assist you.

As Tenants, you have certain responsibilities. Please familiarize yourself with our rules and regulations

THIS ADDENDUM IS PART OF THE RESIDENTIAL LEASE AGREEMENT BETWEEN OWNER AND TENANT.

TABLE OF CONTENTS

ACCEPTANCE OF PROPERTY4	OFFICE INFORMATION 14
AGENCY	PARKING OF VEHICLES
ANTENNAS	PERIODIC SURVEYS
APPLICATION FOR RENTAL	PEST CONTROL
BASKETBALL EQUIPMENT	PETS15
BILLING FOR REPAIRS AND LATE CHARGES	PHONE NUMBERS
CARBON MONOXIDE DETECTORS	PROBLEM SOLVERS
CARPET CLEANING5	RAIN GUTTERS
CLEANING AND MAINTENANCE OF PROPERTY	RECYCLE BIN
DIRECT DEBIT 6	REFERRALS
DISHWASHER	RENTER'S INSURANCE
EARLY TERMINATION OF LEASE	REFRIGERATORS16
ELECTRICITY DOES NOT WORK	RENTAL VERIFICATIONS
EVICTION NOTICES 7	RE-SCHEDULING APPOINTMENTS
FILTERS AND MAINTENANCE FOR A/C AND	RETURNED CHECKS (NSF)17
HEATING	SEWER STOPPAGE
FIREPLACE SAFETY8	SIGN AND LOCKBOX
GARBAGE DISPOSAL	SMOKE ALARM
HOLIDAY DECORATIONS AND LIGHTS9	THERMOSTAT 18
IMPROVEMENTS / ALTERATIONS	USE OF ATTIC
KITCHEN COUNTERTOPS	UTILITIES PHONE NUMBERS
LEASE EXPIRATION	VIOLATION NOTICES19
LEASE PAYMENTS10	WALLS
LIGHT BULBS	WASTE DISPOSAL
KEYLESS DEADBOLTS	WATER AND ELECTRICITY SHUTOFF
LOST OR MISPLACED KEYS11	WATER SOFTENER20
MAILBOX KEYS	WATERING YARD
MAINTENANCE AND REPAIRS	WATERING YARD AND FOUNDATION
MAINTENANCE PERSONNEL	WEBSITE
MOVE-IN INSPECTION REPORT	WINTER CONDITIONS21
MOVE-IN / PICKING UP KEYS 12	YARD MAINTENANCE
MOVE-IN PICTURES	PROCEDURES FOR REQUESTING
MOVE-OUT INSPECTION	MAINTENANCE
MOVE-OUT PROCEDURES13	MAINTENANCE/EXPENSE SERVICE CALLS 22
NEWSLETTER	EMERGENCY REPAIRS
NO SMOKING	NON-EMERGENCIES23
OCCUPANTS	TENANT PAID REPAIRS24
OFFICE HOURS	TENANT INSTRUCTIONS25

ACCEPTANCE OF PROPERTY

Tenant accepts the property in its present condition (AS-IS) subject to conditions, which materially affect health or safety of an ordinary tenant.

No additional cosmetic touches or repairs will be done after move-in unless otherwise agreed to by parties, in writing.

AGENCY

In renting to tenant, we are acting as agent for the owner of the property. This means that we can bind the owner by contract, but it also means that we are bound to act in the owner's best interest at all times. We cannot guarantee that the owner will perform his/her obligation under the lease.

ANTENNAS



The property owner **must** approve installation of any dishes or antennas. Drilling through walls, or other penetration of the structure is strictly prohibited. Antennas & Dishes must be installed on a pole located in the back yard only.

Cable TV, telephone installation, and maintenance expenses are the responsibility of the resident.

APPLICATION FOR RENTAL

It usually takes 2-3 working days to finalize the application.

Please call the Property Manager for confirmation of approval.

If applying for an occupied property, the current tenants have precedence. Although they have given a Notice of Intent to Vacate, the possibility exists that the property will not be available on the listed date.



BASKETBALL EQUIPMENT

Do not install any type of basketball equipment on the roof or any other part of the property. Basketball equipment must be stored in compliance with HOA regulations.

BILLING FOR REPAIRS AND LATE CHARGES

This expense to Tenant is stipulated in the Lease Agreement. Our policy is to withhold any amount that is owed from the next regular monthly rent payment. If late fees or other charges are not paid, this will cause Tenant to be delinquent in payment of the rent. If this occurs, S&D Real Estate must proceed with our standard collection action by delivering a Notice to Quit and Vacate, which becomes an additional expense to Tenant.

To prevent any additional expenses to Tenant, please pay non-rent charges on a timely basis.

CARBON MONOXIDE DETECTORS

Carbon Monoxide is an odorless, colorless gas that kills many people every year. If the rented property is heated by gas, has a gas water heater, gas stove, or if vehicles are parked in an attached garage, please inform the management company if the property does not contain a CO2 detector.





CARPET CLEANING & TILE FLOOR CLEANING

Tenants are required to have the carpets & tile professionally cleaned by a truck mount company at the time of move-out. A receipt from a professional carpet cleaning company must be provided to at move-out.

The carpet cleaning company must guarantee their work to our reasonable property management standards. If the cleaning is not done to our specifications, the tenant will be charged for any additional expense.

Please contact S&D Real Estate for a reference list of carpet cleaning companies.

CLEANING AND MAINTENANCE OF PROPERTY

Tenant is responsible for keeping the property clean and orderly inside and out.

Kitchens

- Keep all food stored properly.
- Clean stove, hood, vents, and filters on a regular basis.
- Clean ovens regularly.

Self-cleaning Ovens

- (Use heat to clean door locks.)
- Follow instructions printed on the oven.
- DO NOT use commercial cleaners such as "Easy Off" or "Mr. Muscle"
- Do not leave oven unattended while cleaning.

88

Continuous Clean Oven:

- Set at 450 degrees and leave on for several hours because high heat helps the cleaning process. Then wipe out.
- Do not use commercial cleaners in the oven.
 - o If these cleaners are used, the oven will begin to rust within a few weeks.
- Do not leave oven unattended while cleaning.

Regular ovens

Use an oven cleaner, such as Easy Off. Then wipe oven clean of residue.

Bathrooms

- Do not use steel wool, scouring powder or abrasive scouring pads or cleaners to clean acrylic or fiberglass tubs or marble sinks.
 - Using these items could ruin the finish.
- Use Gel Gloss or Soft Scrub or other nonabrasive cleaners.

Prevent mildew and mold from accumulating by:

- Using exhaust fans during and after showering.
- Keeping bathroom properly ventilated.
- Treating mold and mildew immediately with products such as X-14 or Tilex.

Report any leaks immediately.

Please notify the office if the caulked areas around the bathtub and tiles become cracked, broken or chipped. Water seepage can cause severe damage to the home.

Carpets and floors are to be maintained at Tenant's expense.

- Vacuum carpets at regular intervals.
- Sweep and mop floor regularly.
- Clean up spills, pet accidents, etc. promptly.
- Have carpets professionally steam cleaned as needed.
 - o DO NOT use store rented machines. They ruin the carpet. Only steam cleaning is acceptable.
 - Please contact S&D Real Estate for a list of truck mount carpet cleaning companies.
- Use only approved cleaners on vinyl floors. **Do not use wax**.
- Use only hardwood floor cleaners on hardwood floors

DIRECT DEBIT

Tenant ACH feature is now available via our website at Freedom Property Agent LLC in the tenant portal. You may sign up for this feature on our website or by contacting us directly.

DISHWASHER

- Use only dishwashing products.
 - o **Do not use dish soap or laundry detergents,** as they will cause the dishwasher to overflow. Only use products made specifically for the DISHWASHER.
- Use the dishwasher at least once each week.
 - o If not used the seals dry up and the motor may be ruined when put back into regular use.
- To save power and reduce the electric bill, do not run the dishwasher until it is completely loaded.
- **Do not** leave soiled dishes in the dishwasher for a long period of time; such practices attract household pests.
- Every month, run the dishwasher empty with a cup of vinegar.

EARLY TERMINATION OF LEASE

As broker/manager for the home, our primary responsibility is to act in Owner's best interest at all times. However, we realize that extenuating circumstances may prevent a resident from fulfilling the term of their lease agreement.

If Tenant is not able to fulfill the term of the lease agreement, please contact Freedom Property Agent LLC discuss the situation.

ELECTRICITY DOES NOT WORK



- Check the Breaker Box
- Check the GFI plug (Ground Fault Interrupter), which is usually located in the garage, patio, kitchen or the bathroom.
- Resetting the GFI will usually restart the electricity.
- Know where all GFI plugs are located in order to quickly solve any problems.
- If circuit breakers keep tripping, the circuits are possibly being overloaded with appliances, such as a microwave, toaster, curling irons, blow dryers, etc.
- If the electricity is still not working after checking breakers and all

GFI plugs, call Freedom Property Agent LLC.





EVICTION NOTICES

If the rent payment is not received by the 3rd day of the month, Tenant will be served a Notice to Quit and Vacate (NTQ) on the 4th day.

Tenants will NOT receive a phone call if their rent is late.

If the rent and all late charges or the NTQ are not received in our office within 3 days after receiving the NTQ, we will order a Forcible Entry and Detainer (eviction suit).

In the case of an eviction suit, Tenant will receive a notice from a constable informing him or her of the court date to appear before a judge. If Landlord or Landlord's Agent must appear in court for an eviction suit or like suit, Tenant will incur additional charges.

Freedom Property Agent LLC rent collection policy conforms to industry standards.

FILTERS AND MAINTENANCE FOR A/C AND HEATING

As stated in the lease agreement, Tenant is responsible for changing the heating and air-conditioning filters at least once every other month and you will be enrolled into a filter delivery service upon signing your lease.



A clean filter prevents serious damage to the motor, compressor and other parts of the AC/Heating unit. Failure to perform this service affects the efficiency of the A/C and heating units, which requires the unit to work harder. This reduces the operating life and causing an increase in the electric bill.

The filter has to be replaced a minimum of once a month and must be installed in the correct position for the proper airflow. See arrows on filter for correct placement.

Any cleaning required or damage done to AC/Heating unit caused by failure to perform mandatory changes of the filter will be charged to the tenant.

We have had some instances in the past where we had to send our A/C repairmen out to repair a unit and the tenant had never changed the filter or had removed it. This is a very expensive repair, and the tenant is ALWAYS required to pay the entire billed due to tenant neglect.

If the property has an A/C system with a drain line that has an opening in it, pour a cup of bleach or vinegar down the drain tube every month. In most cases, this prevents the drain line from clogging up with algae and flooding the property.

Anytime you see the secondary drain line dripping water or water drips from inside the unit, it indicates that the primary drain is clogged and needs to be serviced. If this not corrected, it may cause serious water damage. DO NOT operate the unit until the clogged drain line is cleared as the unit will produce water and damage to the property may occur.

Please report any water drips to the office so we can have the A/C checked.

FIREPLACE SAFETY

If there is a fireplace on the property, it is there for the tenant's use.

However, if you intend to use it, call FP Agent, Ilc so we can have it inspected and, if needed, cleaned. You will then be responsible for having it inspected and, if necessary, cleaned by a certified chimney sweep when you move out.

When you use the fireplace:

- Before starting the fire, be sure to open the damper.
- Close the damper securely only when the fire is completely out and ashes are cold.
- If smoke is coming out of the fireplace into the room, put out the fire immediately and vent the house.
- Use hard woods, such as oak or mesquite rather than soft woods like pine, cedar, fir or redwood. Soft woods cause sparks and a build up of creosote.
- Never use fire starters such as charcoal lighter or kerosene and definitely not gasoline.
- NEVER burn trash or Christmas trees in the fireplace.
- ALWAYS use a log grate. It positions the fire properly and ensures a good flow of combustible air to and around the fire.
- BUILD moderate to small fires. Most prefab fireplaces are not designed for roaring fires. <u>DO NOT</u> overfill the fireplace. Overfilling can cause excessive heat in the chimney and possibly a house fire.
- USE a fireplace screen at all times to prevent damage to the carpet and to reduce the possibility of a fire in the room.
- NEVER leave the fire unattended or with unattended children.
- ALWAYS use a metal ash container for the removal of coals and ashes and be sure the coals are cold. NEVER put hot or warm coals in a garbage can, paper bag or any flammable container.

Tenant agrees not stack firewood next to the house, any building or the fence. Doing so promotes the infestation of wood destroying insects.

GARBAGE DISPOSAL

A garbage disposal is a convenient appliance if used properly. Overloading will cause the safety button to kick in and turn off the disposal.

Before filing a maintenance request for the garbage disposal, please complete the following steps.

- 1. Reset the safety overload, wait three or four minutes for the motor to cool then push the button on the bottom of the motor.
- 2. Use an Allen wrench to reset the disposal
- 3. If these two steps fail, call FP Agent, Ilc . If a representative from FPA can fix the garbage disposal by completing either of the two steps above, Tenant will be charged a \$50 trip charge.

Keep your hands and other objects out of the disposal when it is running.

For best operation, follow these steps:

- 1. Turn cold water on to full flow.
- 2. Push food through the splash guard into the disposal. Do not stuff. A mixed load of hard and soft waste works best. Pieces larger than a mouthful in size should be discarded in the trash.
- 3. Flip starting switch to "on" and let the disposal operate until the grinding sound diminishes and becomes a humming sound.



- 4. Turn switch off.
- 5. Run cold water for a few moments longer. Do not discard the following items in your disposal: potato peels, potatoes, metal, glass, plastic, grease, paper, cigarettes, bones, banana peels, oyster or clam shells, dish rags, celery, corn husks, carrots, carrot peels, etc.

Remember: If you can't chew it, your disposal can't chew it!

If a spoon, bottle cap or other item becomes lodged in the disposal, make sure the disposal is turned off before attempting to retrieve the object. Do not stick your fingers in the disposal!

The disposal is self-cleaning; adding baking soda or a lemon or orange rind will help to reduce odors. **Do not use caustic drain cleaners at any time**.

HOLIDAY DECORATIONS AND LIGHTS

Lights are to be hung properly and carefully checked. They must be removed by February 1 of the following year.



Remove and dispose of Christmas trees properly.

IMPROVEMENTS / ALTERATIONS

Written approval must be obtained from FP Agent, llc before any alterations to the premises and its grounds. This includes, but is not limited to: painting, wallpaper, light fixtures, security systems, flooring, lawn, gardens, bushes, trees, fences and utility buildings.

Contact the property manager to discuss your plans and obtain written permission.

Should alterations be made without management's consent, you will be responsible for returning the property to its original condition.

KITCHEN COUNTERTOPS

Promptly wipe up any spills to avoid stains.

Use hot pads to protect the surface.

Avoid damage when cutting items with a knife by using a cutting board, not the counter top.

LEASE EXPIRATION

During the sixty (60) to forty-five (45) day period prior to your lease expiring, you will receive a notice from us outlining the provisions of your lease renewal.

You must provide us with at least thirty (30) days written notice if you do not plan to renew your lease.

Your lease agreement allows us, during the last 30 days, to install a lock box and a sign on the property and to begin showing the property to prospective tenants.

Failure to allow reasonable showings to prospective tenants or buyers during this period constitutes a default of the lease and the security deposit, in its entirety, may be forfeited.

We will do our best to contact you prior to showing your home.

Please do not allow any prospective tenants to enter your home unless accompanied by a real estate agent or scheduled with your prior.

LEASE PAYMENTS

In accordance with the provisions of your lease, your rental payment is due on or before the 1st day of each month.

Payment may be made by Personal Check or Secured Funds, payable to Freedom Property Agent LLC.

Automatic ACH Deposit is our preferred method of payment.

We do not accept cash!

If your rent payment is not received in our office by 11:59 p.m. on the 3rd day of the month, a late charge will be assessed and due as rent.

Personal checks will not be accepted after the 5th day of the month. You must pay by certified funds: cashier's check or money order only.

Weekends and holidays do not delay or excuse tenant's obligation to pay rent on time.

Be sure your rental payments indicate the property address for which you are paying rent as identified on the lease agreement. If you do not do so, your rent payment could be applied late as we have no way of knowing which account to apply it towards.

If you make after hours payments, please call us the next business day to verify receipt. We will not be responsible for lost payments.

If you require an additional copy of your lease, the fee is \$25 dollars. Remember, you were given a free copy of your lease when you moved into the property.

LIGHT BULBS



All light sockets should have working bulbs in them when you move in. If any lights do not work when you move-in, please notify us.

It is your responsibility to replace light bulbs as needed.

When replacing burned out light bulbs, use the correct size, type and wattage. If a light fixture is rated for a 60 watt bulb and you use a 100 watt bulb, you can create a short circuit and a possible fire hazard.

KEYLESS DEADBOLTS

The purpose of the keyless deadbolt is to protect you while you are <u>inside</u> the property. It is not intended to protect your possessions while you are away.

When you leave the house, be sure that the keyless deadbolts are disengaged. This will prevent you from being accidentally locked out of the property. If a garage door opener should malfunction or one of the door locks not work while a keyless deadbolt is engaged, it would be impossible to enter the property with a key.



If you are locked out of the property because the keyless bolting devices are engaged, you are responsible for all costs to gain entry into the property.

LOST OR MISPLACED KEYS

In some cases we have duplicate set of keys available in the office. These keys are available should you lose your keys or lock yourself out.

Only those on the lease can pick up keys, and identification is required. The keys must be returned within 24 hours or you will be charged for key replacement. You are responsible for transportation to pick up keys, and keys will only be available during normal business hours.

If we bring key out to you, you will be charged a \$75.00 trip charge.

If you lock yourself out after hours you will need to contact a locksmith at your expense.

MAILBOX KEYS

You can pick up your mailbox key by registering at the Post Office in your area. Call the US Postal Service at (800) 275-8777 to find out which Post Office to go to.

MAINTENANCE AND REPAIRS



Tenant is required to promptly notify Freedom Property Agent LLC of all needed repairs.

Failure to inform FP Agent, IIc of water leaks or any condition that may result in damage to the property will cause tenant to be held liable for the cost of repairs! Telephone notification is acceptable only in cases of danger to person or property. Written notification is required by the lease agreement.

According to the Florida Property Code, a repair is considered timely if it is completed within seven (7) days of being reported.

MAINTENANCE PERSONNEL

Maintenance personnel are not employees of our company; consequently, we do not control their work hours.

Please advise us if a repairman does not arrive or if the work is not completed in a professional and satisfactory manner.

If you require a special appointment time with a repairman and it results in the repairman billing us an extra fee, you will be charged the amount that exceeds the regular service fee.

A problem may be an inconvenience or cause you discomfort but it may be something that can wait until the next normal working day. Routine repairs will normally be accomplished within 2 - 4 working days.

MOVE-IN INSPECTION REPORT

At the time you sign your lease, you will be provided with a property inspection report provided from a 3rd party. This document is designed to protect your security deposit and is for your protection for consideration in both maintenance deductibles and security deposit charges to ensure that you are not charged for any damage or stains that exist when you take possession of the house.

MOVE-IN / PICKING UP KEYS

Your first month's, if paid online, must be paid 3 days prior to your move-in date to allow for the funds to clear our account or you may deliver certified funds at the time the keys are picked up. If your lease begins after the first of the month you will still pay the full months rent at time of move-in and your prorated rent will be due at the beginning of the following month. **Pet deposits/fees must be paid prior to move-in.**



MOVE-IN PICTURES

The Agent for Freedom Property Agent LLC will take move-in pictures of the property's condition as well as providing us with a full report of all issues known about the home. This report will act as your move-in walk-through and items on that list may be repaired if deemed necessary by the Landlord. The report is not to be used as a checklist to provide repairs but to act as a unbiased report of the condition. This report will be provided to you for your records and will also be attached to your tenant portal as part of the lease.

MOVE-OUT INSPECTION

In accordance with the lease agreement, a move-out inspection of your home must be completed before any security deposit can be refunded. The move-in inspection will be used as a reference at move-out. Tenants are not permitted to be present during the move-out inspection. The person doing the move-out is only there to document the condition of the property and cannot tell you if there are any charges.

The inspection will only be performed after the home has been completely vacated and all keys, garage door openers, gate openers and any other necessary items have been turned in to our office.

If the property is not ready for inspection at the appointed time and the inspector is required to make another trip or appointment, you will be charged \$75.00.

For assistance with what to expect for your move out we have created a procedure document located on our website to assist you in preparing for move-out.

This inspection and the inspection performed by the maintenance department after your move-out will determine any charges against your security deposit.

Utilities must be on at time of move-out inspection and until the end of the lease. If the utilities are not on we will have to have the utilities turned on to do your move-out inspection and those charges will be passed on to you and deducted from your deposit. This will delay the return of your Security Deposit. Tenants are not permitted back on the property after vacating.

OCCUPANTS

Everyone living at the property must be named on the lease agreement.

If you wish to add an additional occupant who is 18 years or older, he/she must complete a rental application along with submitting a \$65 application fee. The applicant must meet our requirments and if approved they must be added to your lease.

A person staying at the property 14 days or longer is no longer considered a guest and and will need to follow the procedures above.

MOVE-OUT PROCEDURES

We want to return the full security deposit when you move out. To ensure that you understand what your responsibilities are for cleaning and preparing the property for move-out, you can request a copy of our Move-Out Guidelines. A copy can be obtained at www.FreedomPropertyAgent.com located under the tenant documents tab on our webite or at our office.

Painting and Nails:

- Please remove all nails in walls.
- If Tenant paints and it does not match, Tenant will be charged for all necessary repainting.
- If Tenant attempts to fill holes and it does not meet our standards, Tenant will be charged for all necessary re-patching and painting.



NO SMOKING

Smoking is not allowed inside the property due to possible cigarette burns in carpet, on counter tops etc. and the need for extra preparation for painting.

OCCUPANTS

Everyone who lives in the property must be named on the lease agreement.

If you wish to add an additional occupant who is 18 years or older, he/she must complete an application and pay an application fee of \$55. If they are approved by our office, they must be added to the lease.

It is our policy that a guest staying with you longer than 14 days is no longer considered to be a guest, but a roommate.

Tenant(s) must abide by the decision of FP Agent, IIc whether another person or persons can be added to the Rental Lease Agreement.

Failure to fulfill the above mentioned requirements may result in termination of your lease.

OFFICE HOURS

Monday - Friday 9:00 AM to 5:00 PM

Our property management department is closed on weekends and some holidays, but our sales department is open Monday through Saturday. Sales agents cannot resolve repairs or administrative problems. They may only contact a repairman to handle emergency repairs.

We have emergency maintenance service. Should a serious maintenance problem arise when the office is closed, we have provided an answering service to take your messages and direct them to the proper staff member.



PARKING OF VEHICLES

- Please DO NOT park or clean vehicles on grass areas around the home.
- Major vehicle repair is not allowed in the garage, driveway or on the street in front of the home.
- No inoperative vehicles will be kept on the premises without permission of Landlord.

PERIODIC SURVEYS

Periodic property surveys of the interior/exterior are conducted during the lease to ensure that the property is being properly maintained and/or to report to the owner regarding necessary repairs.

Pictures will be taken in order to document the condition of the premises.

We provide this service to our owners to keep them up-to-date concerning the condition of their properties.

If Tenant is notified of an inspection by the landlord and fails to leave keyless deadbolt unlocked, fails to control pets, or otherwise prohibits Landlord or Landlord's Agent access for said inspection, Tenant will be charged \$75.00 per occurrence AND will also be in violation of the lease. Landlord can exercise remedies set forth in the lease agreement.

If Landlord or Landlord's Agent must re-inspect for Tenant's lease violation, Tenant will be charged \$50 inspection fee per occurrence.



PEST CONTROL

Any pests, including insects and rodents, not reported in writing within the first 30 days of the lease, will be assumed to have entered the property after the start of the lease.

You are responsible for keeping the property free of all pests (ants, roaches, fleas, ticks, silverfish, scorpions, rodents etc.)

Pesticides and other chemicals are to be stored safely, out of the reach of children and pets.

PETS

Some owners do not allow pets; contact our office *before* acquiring any pet. Failure to do so is a violation of your lease.

We have restrictions on number, size and type of pets. Akita, American Bulldog, Bullmastiff, Chow, Doberman, German Shepherd, Husky, Presa Canario, Pit Bull, Siberian Husky, Staffordshire Terrier,