



COMMUNITY POLICIES

The purpose of this document is to outline basic Resident conduct at The Hudson. The Texas Apartment Association (TAA) Lease outlines additional details on Community Conduct.

1. Television sets, stereos, radios, etc. are to be played at a volume which will not disturb others and that cannot be heard from outside your apartment home and/or patios. Please respect your neighbors and keep the noise level down between the hours of 10pm-8am. If courtesy patrol is called out to your apartment home, you will be subject to a **\$25** disturbance fee. Please note when on your patio, sounds can echo and can be heard by surrounding homes.
2. Entrances, hallways, walkways, parking garages, lawns and other public areas must be kept clear. No personal belongings may be placed in these areas. Gasoline, cleaning solvent and other combustibles cannot be stored on the property at any time. Loitering, standing or smoking in the garages, breezeways or stairwells will not be allowed at any time.
3. Window Coverings. All window coverings and curtains must be on the inside of the blinds. No foil, cardboard, or any other material not designated as window treatments may be placed on the windows. Only the white blinds should be visible from the outside.
4. The Colony prohibits the use or storage of any charcoal or gas grills, hibachi or smoker on patios, balconies, or inside apartment homes. If you are cited for violating this code or failing to comply, you will be subject to a fine by Management and/or City Fire Department. We have community grills for your use in the interior courtyards and at the swimming pool area. Electric grills are allowed at any time.
5. Residents and their guests may park in any unmarked/open space on the property. Residents may not park in any reserved parking space they are not currently renting. Resident understands the community grounds are not monitored and Owner is not responsible for any lost, stolen or vandalized property including but not limited to vehicles, motorcycles and personal belongings. Residents are asked to be respectful of their neighbors when selecting parking for a second vehicle, especially those that are not driven on a regular basis.
6. Inoperable or abandoned vehicles are not permitted anywhere on the property. Vehicles must display a current inspection and registration sticker at all times. Trailers of any kind and/or any recreational vehicle are not allowed to be stored or parked on the property. Residents may not wash or repair their vehicles on property. Any vehicle not in compliance with these, as well as TAA parking policies, are subject to tow at any time at the expense of the vehicle owner.
7. There is no charge assessed if a lockout occurs during normal business hours. Any individual wishing to gain access to an apartment must be listed on the lease agreement and present photo identification. Any after-hours lockouts will be performed at a cost of **\$25** per occurrence payable to the management office within 48 hours.

8. The fitness and clubroom facilities are provided for use and enjoyment of the Resident and 2 guest only. Owner assumes no liability for the safety and security of Residents or their guest. There should be no expectation of privacy through use of community supplied Wi-Fi, and any usage constitutes Resident's explicit consent to Owner's possible monitoring and examination of all use of Owner's computers. The retrieval, recording, transmission or display of any kind of sexually explicit graphics, audio or documents in the business center is strictly prohibited. **USE AT YOUR OWN RISK.**
9. **Pool, outdoor lounge area, courtyards and grills are for exclusive use of our Residents. Residents can accompany up to two guests.** Residents must have Resident Pass with them at all times. There is a **\$150** replacement fee if lost or stolen. If your band becomes damaged due to wear, simply switch it out for a complimentary replacement! Wrist bands must be returned for complimentary replacement. **We are unable to rent or lease the pool or courtyards for any parties of any kind.**

Resident also understands that the following will not be allowed at any time in any of the common areas, including the pools and courtyards:

- Glass containers in the gated pool area
- Pets in the gated pool area
- More than 2 guest per resident wrist band
- Loud music
- Profanity or obscene behavior
- Disruptive behavior
- Horseplay
- Residents or guests under 16 without appropriate supervision
- Anyone in the pool area after 10:00 pm.
- Handguns pursuant to Texas penal Code Section 30.07 (refer to #17 below)

Team Members, Courtesy Officers, Representatives of the company, and City Officers are authorized to ask a resident to vacate the area if violating any of the above policies. **Hostility towards any of those authorized to regulate the areas will not be tolerated, and could lead to fines, lease violations, and eviction from the community.** Please remember we have these policies in place so that all residents are able to enjoy a fun and safe environment.

10. **All water activities including but not limited to diving, swimming, fishing, and boating, are strictly prohibited in Painted Lake. The lake is not monitored and anyone entering does so at their own risk. Residents and guests of residents may be subject to fines, violations of their lease terms, or evictions from the community.**
11. The clubroom will be open to residents and two guests. The area can be reserved for private parties. Please contact the management office for hours, pricing, and limitations on conduct. The clubroom, like other common area facilities, is not monitored and is to be used at your own risk.
12. Anyone under 16 years of age must be with an adult on the property grounds, clubhouses, fitness facility, swimming pool, courtyards, business center and laundry room at all times.

13. Team sports such as football, soccer, kickball, dodge ball, etc., are not allowed in any of the parking lots, parking garages and/or courtyards. Bicycles, skateboards, scooters, skates, etc., may not be ridden in any parking garage, on sidewalks, or in breezeways.
14. As a Resident in this Community, you may be exposed to wildlife and pests. Please note that Owner is not responsible for any injury, damage or loss to person or property due to exposure.
15. All Residents allow The Hudson/Billingsley Company to use any photos taken of Residents and guests while on property and/or while attending community events for the purpose of marketing and advertising.
16. If any personal information changes during your lease term, you are required to notify the leasing office of these changes so that we may have your updated information. This includes emergency contacts, workplace, phone numbers, name changes, etc.
17. Unlicensed persons may not carry a handgun anywhere in the apartment community, other than to transport their handguns between their apartments and their vehicles as long as the handguns are not in plain view. Whether or not you hold a license under the Texas handgun licensing law, by signing this community policies guideline, you understand and agree as follows:
 - **Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411 Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.**
 - This includes the leasing center and any common rooms/amenities of this property. The only exception we allow license holders is to transport their handguns between their vehicles and their apartments.
 - A violation of this community policy will be considered criminal trespass under Texas Law.

By signing I acknowledge that I have read this Community Policies document.



ENCLOSED PRIVATE AREA ADDENDUM

1. **Addendum.** This is an addendum to the Lease Contract executed by you, the Resident(s), for the dwelling you have agreed to rent.
2. **Enclosed Private Area Rules.** If your leased premise includes an enclosed private area, then you agree to abide by the following rules:
 - It is your responsibility to keep your enclosed private area neat and clean at all times and free of trash, debris and other unsightly items at all times. Only outdoor furniture in good condition and appropriate plantings and decorations are allowed.
 - You agree not to hang, drape or store anything on the patio railing. Grills, other cooking devices, refrigerators, coolers, portable heaters of any kind and any furniture not designed or intended for outdoor use are not allowed.
 - You agree that we are not liable to you, your guests or other occupants for damage to or loss of personal property that is placed in your enclosed private area regardless of whether such loss or damage is caused by fire, rain, floor, hail, ice, snow, lightning, wind, theft or vandalism unless otherwise required by law.
3. **Pet Rules.**
 - If you allow a pet in your enclosed private area, then you agree to abide by all of the rules set forth in the separate Animal Addendum.
 - Pets are not allowed to urinate/defecate on your balcony/patio at any time. If your pet defecates at any time in your enclosed private area, it is your responsibility to clean up after your pet on a daily basis.
 - Pets may not be left unattended in the enclosed private area at any time.
 - Any pet damage to the enclosed private area will be charged to the lease holder.

4. **Enclosed Private Area Rules.**

- It is our responsibility to maintain the landscaping in your enclosed private area. To enable and assist us in mowing your enclosed private area, you agree to keep the lawn free of all property and other items when not in use, including lawn furniture, toys, etc. You also agree not to hinder or obstruct any of the sprinkler heads located in your enclosed private area.
- You agree that any damage to your personal belongings or property caused during the mowing or watering of your enclosed private area are your responsibility and not the Owner. You agree to hold us harmless and indemnify us for all costs of litigation and attorney's fees resulting from any such damage to your personal belongings or property left in your enclosed private area.
- You agree not to plant any trees, shrubs, plants or flowers in your lawn. You also agree not to alter or remove any plant material installed by Owner at any time, for any reason. You may plant trees, shrubs, plants or flowers in pots, planters or other moveable containers as long as those containers are not kept on the lawn itself. It is your responsibility to maintain water and tend to any trees, shrubs, plants or flowers that you plant in such containers.

5. **Violation of Rules.** If you, your guest or any occupant violates any of the rules concerning enclosed private area maintenance (based solely upon our judgment and discretion) and we give you written notice of such violation, then you must immediately remedy the situation. Fines may also be assessed for non-compliance of written violation. Likewise, if we receive a reasonable complaint from a neighbor or other Resident or if we, in our sole discretion, determine that any activity you are engaging in or conducting in your enclosed private area or on your patio/balcony has disturbed neighbors or other Residents, then you must immediately cease such activity or conduct upon receipt of written notice. We also have all other rights and remedies set forth in paragraph 27 of the Lease Contract, including damages, eviction and attorney's fees.

6. **Liability for Damages, Injuries, Cleaning, Etc.** You and all co-Residents will be jointly liable for the entire amount of all damages to your enclosed private area or other exterior improvements caused by your violation of any of these rules. If items cannot be satisfactorily cleaned or repaired, you must pay to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

7. **Additional Rules.** We have the right to make reasonable changes to the enclosed private area maintenance rules from time to time if we distribute a written copy of any changes to every Resident.

8. **General.** You acknowledge that no oral agreement exists regarding enclosed private area maintenance. This enclosed private area Maintenance Addendum is considered part of the Lease Contract. It has been executed in multiple originals, one for you and one or more for Owner.



Trash Pick Up Policy

We are happy to provide our residents with valet trash pick-up service. In order to ensure that this service is provided in a timely, sanitary and safe manner, we ask that you please adhere to the following policies.

*Trash Pick-up Days & Times:
Sunday, Monday, Tuesday, Wednesday, and Thursday Evenings
6:30 PM – 8:30 PM ONLY (No Friday or Saturday Pick-up or on Holidays)*

1. Place trash bags in provided trash container outside your front door, between the hours of 6:30 pm and 8:30 pm. Please do not place trash out at any other times. If you would like to recycle, you may also place your blue recycling bags out at that time.
2. All trash should be BAGGED and TIED tightly and placed inside the trash container provided to you, **not on the concrete.**
3. Please only leave trash in your designated areas (front door area, or if you live in a townhome, please place it behind your garage).
4. Only boxes that are broken down can be picked up.
5. Trash containers must be brought back inside your apartment by 9:00 am the next day. If container is left out during the day you are subject to a lease violation and fine. We want to keep the community looking as beautiful as it did when you first visited!
6. Do not throw cigarette butts on the ground, in the parking garage, in the breezeways or off the patios at any time. Use an ashtray for cigarette disposal.
7. Oversized items are not picked up (TVs, furniture, large moving boxes, etc.).
8. The trash container provided to you is the property of the owner, and residents are responsible for any lost or damaged containers. All containers must be returned at move out, cleaned and with the lid. If not returned or returned dirty and without the lid, there will be a \$15 charge.

To show our commitment in keeping the grounds and community clean, we will be enforcing the Trash Policy and implementing a fine of \$25.00 **per item** for any violations to the Trash Policy.

If you need to dispose of any trash outside of the scheduled trash pick-up hours, you may do so at the trash compactors located throughout the community.

If you have large items or furniture, please do not leave them at the community. We do not have the capacity to remove large items.

Thank you for your assistance in keeping our home and yours clean and mess-free for everyone to enjoy.



Security Deposit Refund Provisions

Please note that due to Texas Property Code 92.108, residents may not apply a security deposit to rent at any time. Resident could be liable to a fine of three times the monthly rent owed.

The release of your security deposit upon move out is subject to the following provisions:

- The apartment is returned with no damage beyond normal wear and tear, as noted in the lease contract.
- The entire apartment including range, oven, refrigerator, baths, closets, cabinets, patios, balconies, garages, storage rooms and carpet must be thoroughly clean. If you do not clean adequately, you'll be liable for additional cleaning fees.
- All items and trash are to be removed from the apartment, storage and garage and appropriately disposed of in trash chutes/dumpsters.
- Apartment rent will continue until all keys, garage and/or storage remotes/keys (if applicable) are returned. Should they be returned prior to approved notice to vacate date, rent will not abate in whole or in part until the agreed upon date.
- If we need to paint any walls due to color change or damage, there will be a charge based on the size of each wall, with a minimum charge of \$50 per wall.
- If there is evidence that an animal was in your unit and you did not pay the pet deposit you will be charged a \$250 pet fee and any other charges that may apply.
- \$150 dollars will be charged for each current year resident pass that is not returned at move out or lost during residency.
- \$5 for each door/mail key not returned and \$15 for missing or incomplete trash containers.
- Last final water/sewer bill and electric transfer fee will be deducted from your deposit at move out.

Additionally, the following items will be inspected at move out before the security deposit is released. If the amount of the security deposit is insufficient to cover the cost of such cleaning, repair, or replacement of the items, the resident(s) will be charged and will be responsible for payment within 30 days of move out. You'll be liable for the following charges, if applicable: unpaid rent, unpaid utilities, incurred service charges, repairs of damages caused anywhere in the unit due to negligence.

Kitchen Cleaning

Cabinets
Counter Tops
Dishwasher
Drip Pans
Oven
Stove
Vent-a-hood
Refrigerator
Freezer

Bathroom Cleaning

Cabinets
Counter Tops
Sinks
Toilets
Tub/Shower
Vanity

Apartment Through-out

Carpet Clean
Carpet Repair
Drapes/Blinds
Holes in Wall
Tile Floors
Trash Removal
Countertops
Screens
Doors

Other Items

Door/ Mail Keys
Trash Container
Current Resident Pass