



City of Madisonville – Bogan Street Apartments

COMMUNITY RULES AND REGULATIONS

This Community Code is referred to within the Rental Agreement and Tenant Selection Policy and made a part thereof. Any breach of this Community Code by resident or guest will be deemed to be a material breach of the Rental Agreement.

A. **PUBLIC AREAS.** The sidewalks, entrances, driveways, courtyards, vestibules, stairways, corridors, parking areas and all other public areas are for the sole purpose of providing Resident(s) with ingress and egress to their apartment, and these areas cannot be obstructed in any manner by anyone. This would include garbage cans, supplies, milk bottles, shopping carts, carriages, scooters, bicycles, play wagons, etc., owned by the Resident(s), his guests or agent. If such articles are left in any public areas, the Landlord may remove them. Bicycles must be kept and stored only in those areas designated by the Landlord for their storage. Motorbikes and motorcycles must be kept in the designated parking areas for other motor vehicles.

B. **PRIVATE AREAS.** Resident(s) shall maintain and clean all patios and other areas, which are reserved for the resident(s) private use. Garbage shall be disposed of only in appropriate receptacles. No barbecue or propane grills may be used, or propane stored within 20 feet of the apartment.

C. **LOCKS AND KEYS.** The Resident(s) will be given one set of apartment keys. No duplicates are allowed. These keys must be returned to the Landlord upon vacating the apartment. No lock may be changed or added to any exterior door without the written consent of the Landlord. There is a charge for replacing any lost keys or for providing any extra keys to the Resident(s). The Landlord must retain a passkey to each apartment and mailbox.

D. **SPEED LIMIT.** The speed limit throughout the apartment community and all adjacent Resident(s) parking areas is 10 mph for all vehicles.

E. **PARKING.** The Landlord reserves the sole responsibility and authority for the designation, assignment and use of parking spaces. If provided by management, the Resident(s) shall park only in those areas designated for his parking. Furthermore, the Resident(s) must ensure that all of his visitors and agents comply with any and all parking designations promulgated by Landlord.

F. **NOISE.** Modern construction and equipment have been used throughout in order to make the apartments as quiet as possible. Loud and boisterous noise or any other objectionable behavior by any Resident(s) or guests is not permitted. Good judgment and thoughtfulness for others must be used in the playing of musical instruments, record players, radios, television sets and all other instruments creating an audible sound. The operation of these instruments is permitted provided that their noise level is adjusted so as to be audible only in the apartment where located. Any audible standards that are severely increased between the hours of 11:00pm and 8:00am will be in violation of the City's Noise Ordinance. Such violation may result in a Class C misdemeanor and fine. Repeat violations are grounds for lease termination.

G. **TERRACES, WINDOWS AND ENTRANCE DOORS.** Awnings or other projections may not be attached to the outside walls over terraces, windows or entrance doors; shall not use any terrace, window or entrance door for shaking dust mops, beating rugs, drying laundry or draping any articles. Furthermore,





cigarettes, trash, or other material must not be thrown from any terrace, window or entrance door. Special entrance door appurtenances or adornments and interior shades for screened terraces may not be installed without written consent of the Landlord. No sign of any kind may be hung at any window or door in a manner, which makes it visible from the exterior of the apartment building. No external antennae or clotheslines will be allowed on any terraces, windows or porches. The installment of aluminum foil on either the inside or the outside of any windows in the apartment building is prohibited. If applicable, only those draperies supplied by the Landlord shall be allowed to be seen from outside the building. The Resident(s) must not leave windows open during periods of rain or high winds. For any fault or carelessness in these respects, the Resident(s) shall promptly make good all injury or damage sustained by the Landlord and other Resident(s). Resident(s) shall not install, use, operate, or set up, either temporarily or permanently, any window or other air conditioner anywhere on the premises.

H. PLUMBING FIXTURES. The most modern fixtures have been installed in the apartment; however, no plumbing fixture is made to dispose of sweepings, matches, rags or other similar materials. No plumbing fixture shall be used for such purpose. Any damage resulting from misuse of any plumbing fixture shall be borne by the Resident(s) causing it and paid for as an additional rental payment in the next subsequent month.

I. WATERBEDS. The use of any type of waterbed is expressly prohibited.

J. ELECTRIC LIGHT BULBS. Each apartment is completely furnished with light bulbs at the time the Resident(s) takes possession. Thereafter, the expense of any replacement bulbs (except florescent bulbs), necessary or required, will be borne by the Resident(s).

K. REFUSE, TRASH AND CLEANLINESS. All garbage, refuse, and other types of waste shall be placed in the garbage receptacles provided for the Resident(s) use by the Landlord. No trash or other waste is to be thrown on the grounds around these containers, or around the community. The Resident(s) is to keep his apartment, together with all the fixtures therein, in a clean, sightly and sanitary condition.

L. SOLICITING. Any soliciting within the apartment buildings is absolutely forbidden. Should a solicitor appear, please notify City Hall so that appropriate action may be taken.

M. EXTENDED VISITORS. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of the lease agreement. We may make reasonable changes to written rules, effective immediately, if they are distributed to all community members. We have your authority and written permission to exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating the lease agreement or any apartment rules, or disturbing other Resident(s), neighbors, visitors, or landlord's representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a Resident, occupant, or guest of a specific Resident in the community. You hereby authorize Landlord, and hereby appoint Landlord, as your attorney-in-fact for the express limited purpose of excluding any or all individuals in or on the apartment complex premises who have disturbed the peaceful and quiet enjoyment of the premises or otherwise committed unlawful or objectionable conduct.

N. PETS. No Pets of any kind are allowed on the property, even to visit. In the event an unauthorized pet is found on the premises, a \$150 unauthorized pet fee will be charged

O. PUBLIC SPACE AND AMENITIES. Any amenities provided by Landlord for the use of Resident(s) and their guests are for the benefit of everyone. They shall be properly maintained, serviced and operated





with safety, and the Landlord will establish from time to time, schedules and appropriate regulations for the use of each such amenity. Landlord has the right to alter or remove any amenity at any time without notice to and without consent of the Resident(s). Resident(s) agrees to hold Landlord, their agents or assigns harmless and to indemnify same against any and all liability arising from the alteration or removal of any and all temporary amenities.

P. WEAPONS. Resident(s) and/or guests are prohibited from walking around the community with any kind of firearm or other dangerous, potentially lethal weapon other than to transport same between their apartment and automobile via the most direct route and in the most expeditious manner.

Q. TIKI TORCHES or BARBECUE GRILLS- No Tiki Torches, barbecue grills or other fire or flame producing devices shall be permitted on the balconies or on the premises.

R. CAR WASHING. The Resident(s) may use designated area or water outlets for the purpose of washing his motor vehicle provided that the Resident(s) does not park his vehicle on any lawn area or otherwise block any traffic flow during such washing. The water outlet is to be securely turned off after such use. The Landlord reserves the right to revoke this privilege to all Resident(s) if such privilege is abused.

S. MAINTENANCE. Service calls are performed during normal working hours on weekdays except in cases of bona fide emergencies. All service calls must be reported by the Resident(s) to City Hall. They may be reported by telephone or in person. Maintenance workers employed by the Landlord are not authorized to make any individual calls before clearing such requests through the office. Service calls are performed on a first come, first served basis with priority given to those requests which would constitute a hazard or discomfort to the Resident(s).

T. PROPER WEARING ATTIRE. The Resident(s), their guests or agents, within the confines of public recreational areas within the apartment community, must maintain a certain minimum standard of dress. (No thong bathing suits or nudity.)

U. MOVING DAMAGE. The Resident(s) will be responsible for all damage done as a direct or proximate result of the Resident(s) moving into or out of his apartment unit. This liability will extend not only to the apartment unit itself, but also to any damage done to any external or exterior portions of the apartment community. Move-in or move-out will be accomplished only between the hours of 8:00 a.m. and 10:00 p.m.

V. NOTICE. The Landlord may, from time to time, amend or change any of the Rules and Regulations applicable to the standard of conduct to be exercised in the apartment community by giving written notice to the Resident(s) pursuant to the terms and conditions set forth in the Rental Agreement governing such notices.

W. WAIVER. A failure of the Landlord to insist upon strict performance of any of the Rules and Regulations contained herein shall not be deemed to be a waiver of any of the rights or remedies the Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms of these Rules and Regulations.

X. INTERPRETATION. The Landlord's interpretation of these Rules and Regulations, and the Landlord's decisions based thereon, shall be final and conclusive.

Y. SMOKING. Smoking is absolutely prohibited inside any apartment unit. Prohibited tobacco products include but not limited to: Cigarettes, Cigars, Pipes, Vapes and Water Pipes (Hookahs). "No Smoking"





signs will be posted on each apartment exterior door and are to remain posted. Smoking is allowed outside of the apartment unit as long as you are at least twenty-five (25) feet away from units. Evidence of a violation will result in a written warning and should another violation occur will result in termination of lease.

Z. ADDITIONAL RULES AND REGULATIONS:

- a. Resident shall be charged for the repair or replacement of any landlord-provided window treatments. Resident shall not remove said treatments and may not display any other window dressings, or coverings, visible from outside the building. No signs shall be permitted visible from the outside of the building.
- b. No wallpaper or wallpaper border may be affixed in any manner to any part of the premises.
- c. No painting is permitted without the express written prior consent of Landlord. Resident will be charged the cost (not less than \$300.00) of repainting if the apartment has been painted any other color.
- d. Double sided tape shall not be affixed to any surface in the apartment be it the floor, walls, doors or ceiling or any other surface. Nails no larger than 2d may be used to hang decorative wall hangings. If Resident limits the number of nail holes to 30 or less per unit, then Resident shall not be charged for drywall work when Resident vacates, unless damage has occurred.
- e. All units are equipped with a mastered deadbolt upon move-in. Under no circumstances may the Resident remove or replace that deadbolt with another lock.
- f. No waterbeds are permitted on the premises.
- g. No noisy or disorderly conduct annoying or disturbing to other occupants of the building shall be permitted.
- h. No Resident, guest, or invitee shall go upon the roof under any condition.
- i. No signs, decorations, advertisements, paper, lights, banners etc. may be hung from or affixed to windows, balcony doors, or balcony panels or rails, or interior apartment doors. Nor may any items be suspended outside the building.
- j. Toilets and water apparatus shall not be used for any purpose other than that for which they are constructed. No sweepings, rubbish, food, sanitary napkins, tampons, paper towels or any improper article shall be placed therein. Any damage resulting from such misuse shall be billed to and paid by the Resident immediately.
- k. Balconies/Porches – Only lightweight patio furniture is permitted on balconies and porches. Upholstered furniture is not permitted on the balcony. A maximum of 6 persons may occupy any one balcony at a time. Grilling or cooking on the balcony is not permitted. Any furniture or materials found by Landlord to be on balcony in violation hereof shall at the election of the Landlord, be confiscated by Landlord and removed and disposed of and Resident shall be charged an immediate removal charge of \$75.00, per violation. No refuse or any object or material shall not be thrown or discarded or dropped from any balcony or window, nor shall Resident or Resident' invitees place any refuse, object, or material in such a position that it could possibly fall from the balcony or any window. Should any refuse, object, or material be thrown, discarded, or





dropped from a balcony or window, or should any refuse, object, or material fall therefrom, Resident(s) shall be subject to a charge of \$200.00 per violation, and shall be subject at Landlord's election to immediate termination of this Lease, and eviction. Without limitation to any other provision of this Lease, Resident does specifically agree that violation of this paragraph shall constitute a breach of the Lease sufficient to justify immediate eviction.

l. Beer kegs are absolutely prohibited from the premises. At the election of the Landlord, kegs shall be confiscated by Landlord and removed and disposed of and Resident shall be charged an immediate removal charge of \$75.00.

m. No Resident shall do or suffer or permit any activity which will in any manner be construed to be a fire hazard or obstruct or interfere with the right of other Residents or do or permit anything to be done which shall conflict with the laws, regulations, rules and ordinances or any agency of the City of Madisonville, County of Madison or State of Texas. Specifically, without limitation, no extension cords shall be permitted, except power strips with surge protection as required by Madisonville's City Code.

n. No assemblies of any nature shall be held in any apartment that exceeds eight (8) persons or four (4) times the number of persons on the Lease.

o. Smoking is not permitted on the premises.

p. Trash shall only be placed neatly in clean trash receptacles maintained in an orderly and cleanly way in the apartment unit, which trash shall be deposited not less than weekly in trash dumpsters provided by the Landlord. No trash shall be placed in the hallways, on balconies, in the stairwells, or in any other place on the premises. Trash shall not be thrown off the balconies.

I CERTIFY that I have read and understand the above Rules and Regulations and agree with and agree to abide by all the provisions stated above.

Tenant Signature Date

Tenant Signature Date

