

# Colony of San Marcos

1631 Aquarena Springs Dr.  
512-353-8444 colony1631@gmail.com

[www.colonysanmarcos.com](http://www.colonysanmarcos.com)

## Community Policies & TAA Lease Addendums: 2022-2023

**NOTIFICATIONS:** Communications with residents are done via email, text and paper notices. (Some notifications are required to be mailed or posted inside of the apartment.)

**RESIDENT PORTAL:** Links for your portal will be sent to you by text and email, please activate upon receipt. Through this portal you can pay rent, submit work orders and access your lease documents. Lease documents, and other paperwork, are found under the “Shared Documents” tab.

### **IMPORTANT TELEPHONE NUMBERS**

Colony of San Marcos Office	512-353-8444
Emergency Maintenance	512-353-8444, option 3, then option 3 again

#### City Offices

Police Emergency  
City of San Marcos  
Non-Emergency police #

#### Utilities

911  
512-393-8383  
512-753-2108

**RENT PAYMENTS:** Rent may be paid online, in person, or in the office. **DO NOT USE DROP BOX FOR RENTAL PAYMENTS**, we are not liable for lost or stolen payments. Payments made via the e-check option are free; credit cards and debit cards are accepted, but there is a fee. For the e-check option, you only need your bank routing number and your account number.

**RENTER’S INSURANCE:** Your apartment community does not provide coverage for your personal belongings. We urge you to obtain renter’s insurance coverage for your personal belongings. Renter’s insurance may cover: 1. loss of personal belongings due to theft, vandalism, fire and/ or water leaks, 2. Natural disasters, 3. Liability for injuries, 4. Negligent destruction of tenant or landlord’s property, and 5. Additional living expenses coverage (if your apartment were left temporarily uninhabitable, this coverage may help pay for unexpected costs such as hotel bills).

**PEST CONTROL:** Pest Control is on property every other Wednesday and will treat the interior of your apartment by request. Inspect the apartment, upon move in, for any insects and report any activity to the office. If none reported, then property is assumed to be in acceptable, pest free condition. Reasonable steps should be taken to prevent, control and report sings of insects to office asap. We do not provide flea, or bed bug treatments, and these treatments are at tenant cost. Make sure pets are on a flea preventative medication.

**RELETTING INFORMATION:** There are **no special circumstances** in which you are permitted to break your lease (TAA Lease, Section 10.1 & 10.2). “The reletting charge is not a cancellation fee and does not release you from your obligations under this lease contract”, (TAA page 1). If you make the decision to move before the end of the lease contract, then please be aware of the following:

- Written approval must be given by Colony of San Marcos office to re-let your apartment.
- Written notice to vacate (on TAA Move Out form) must be given to the office. Reletting fee is due with the move out notice; this fee must be paid before we will begin advertising unit availability.
- You are responsible for rent until the end of the lease term or until someone else signs a new lease and moves in, no rent will be missed.
- If you know of someone who is interested in your apartment, then you may refer them to the office.
- The applicant must complete an application, pay application fees, deposit, and qualify to move in. Apartment will be rented to new resident at current market rate, which may differ from your lease contract.
- Payments you have made to Colony of San Marcos, including security deposit, remain in your account, and cannot be transferred to anyone else, or applied to rent.
- Security deposit refund (less lawful deductions) will be mailed no later than 30 days after approved move out date (TAA Lease 41.1).

**Transfers:** If you wish to transfer to another apartment within the community, there is a \$200 transfer fee, and a new deposit will need to be paid.

### ***PATIO/ WINDOW COVERING***

- All window coverings must show a white backing. Aluminum foil, tinting, cardboard, signs, flags, paper, etc. may not be placed over windows where they can be seen from the exterior.
- Patios and balconies may not be used to store boxes, trash, clothing, dead plants, machinery, gasoline or electric powered motors, broken furniture, interior furniture, hammocks, etc. No drying clothing, towels, blankets, flags, etc. are permitted to overhang on the patio railing or anywhere on the patio or breezeway. Only outdoor furniture maybe placed on the outside. NO COOKING/HEATING DEVICES ALLOWED – EVER, per city ordinance.
- **Use of gas or charcoal grills on the patio/balconies is prohibited; nothing with an open flame is permitted. Gas or charcoal grills will be removed.**

**PET POLICY:** Our pet policy is as follows:

- \$200 Non-refundable pet fee is required and \$200 pet deposit, Pet rent \$10 monthly per pet (for 1 pet). Pet deposit of \$250, pet fee of \$250 for 2 pets.
- Maximum of 2 pets allowed per unit, under 40 lbs
- Visiting pets are not allowed (TAA Lease 27.1-27.2).
- To comply with Fair Housing Laws, we will need additional paperwork if you are seeking a *Reasonable Accommodation Request* for an assistance animal (TAA Lease 27.1).
- Fine of \$25 per offense will be issued for not cleaning grounds after your pet.

**PETSCREENING IS A REQUIRED PART OF THE APPLICATION PROCESS FOR ALL APPLICANTS:**

A welcoming environment is paramount to all of our residents. To help ensure ALL of our residents understand our pet and animal-related policies, we use a third-party screening service and require EVERYONE to complete a profile (No Pet/Pet/Animal). This process ensures we have formalized pet and animal-related policy acknowledgments and more accurate records to create greater mutual accountability. If you need accommodation in another way, please contact your housing provider.

Please get started by selecting a profile category on our landing page. Copy and paste the following link in another tab: <https://colonysansanmarcos.petscreening.com/>

**MAINTENANCE EMERGENCIES (512-353-8444 follow prompts):** Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:30 AM and 5:00 PM, Monday through Friday, excluding holidays.

After office hours, call 512-353-8444 and follow the voice guided prompts to speak to the answering service operator. The answering service will contact the on-call maintenance employee, who will either call or come by the dwelling to determine the appropriate course of action.

Maintenance emergencies are considered as:

- broken or non-working doors, locks, windows (we do not do lock outs).
- lack of heat, air conditioning or water
- commode not functioning (try to plunge first)
- flooding or broken pipes **\*\*Report water leaks or mold immediately\*\***

If something presents a danger to people, such as fire, then call 911 then the office.

It is your responsibility to report maintenance problems within the apartment to the office as soon as you notice them (leaks, mold, drips, broken doors, etc.). Damages caused to property by not reporting necessary repairs may be charged to resident.

**PLUMBING:** Lavatories, sinks, toilets, and all water and plumbing apparatus will be used only for the purpose for which they are constructed. Feminine hygiene products and other foreign substances must not be thrown in such plumbing apparatus. Any damage to such apparatus, and the cost of cleaning and/or repairing damages, resulting from misuse will be borne by the Residents. If toilet overflows, turn off the water. There is a knob at the base of the toilet that will shut off the water.

**TOWING:** Our entire community is permit parking only. Parking permits, and guest passes, are issued to every resident at move in. It is your responsibility to place your permit on your vehicle and give guests a guest pass. Property and/or wrecker service are not responsible for any vehicles towed due to improperly placed permits. Assigned covered parking space is the only one you may park in without fear of towing.

**Towing is active 24/7** and is regulated by an independent towing service. Towing service has permission to tow any vehicle not displaying a proper parking permit. (Rios Towing 512-667-8402) There is 1 covered parking space for each apartment, do not park in any space other than your assigned space or you will be towed.

## ***PARKING & COMMON AREAS***

- The driveways, sidewalks, courtyards, entry passages, stairs and halls shall not be obstructed or used for any purpose than ingress and egress.
- Bicycles and such other vehicles must not obstruct the driveways, sidewalks, courtyards, entry passages, stairs, or halls.
- Boats, trailers, etc. are prohibited.

## ***KEYS AND PARKING STICKER***

- Keys and parking permits issued at move in for each resident on the lease. Keys and permits issued at move in must be returned upon move out. Applicable fees for unreturned, or lost, permits may be found in “Move-Out Charges” section on page 5.
- Parking sticker must be placed in the front windshield, bottom corner of passenger side with the COLONY logo facing forward.
- The resident is responsible for updating vehicle information with property management.
- Parking spaces next to the office are designated for Office Parking; do not park in these spaces unless you are in the office or checking the mail.

## ***POOL AREA RULES:***

- Pool area hours are 9:00 a.m. to 10:00 p.m.
- There is no lifeguard on duty.
- Resident must always be with their guest.
- Children under 14 must be accompanied by an adult over the age of 18 years.
- Residents and guests must wear appropriate swimwear.
- NO GLASS of any kind, no animals, and no diving in the pool area.
- Noise level should be kept at a tolerable level; please respect others who live here.
- Please throw away all trash in the containers provided.

## ***SUSPICIOUS ACTIVITY AND NOISE: Identifying suspicious behavior***

If something seems unusual or “out of place”, it could be criminal activity. Working as a partner with police, every resident has a responsibility to report suspicious behavior. Do not think that you are bothering the police, consider the results if a crime is in progress and you do not act.

Never attempt to apprehend a person committing a crime. Report, but do not investigate suspicious activity. Leave any confrontations to the police and allow them to perform the job they are trained to do. Not every stranger who enters your property is a criminal, but criminals do take advantage of activity in apartment communities by pretending to be legitimately involved in sales, repair and service. If you see any solicitors in your community, contact the office or ask them to leave stating “No Soliciting Allowed”. If you suspect that any employee is involved in illegal activity, please contact the Manager immediately.

**SMPD emergency**

**911**

**Non-emergency number**

**512-753-2108**

***NOISE VIOLATIONS:*** Anytime the police are called out to a unit and conclude the call was warranted for excessive noise, parties, etc., it is a “Verified Noise Complaint”, or a VNC. If a situation has been declared a VNC, the police department will notify the office on the next business day, via

email, about the incident. Anytime we receive a VNC, it automatically constitutes a lease violation for the tenant; even if it was due to a guest (tenants are responsible for their guests).

**A \$50 fine will be imposed upon the resident for the VNC lease violation, \$75 for the second VNC lease violation and a third will result in eviction.** A third lease violation for any reason will result in eviction; we take VNC's very seriously.

***NOISE FROM NEIGHBORS:*** The Resident, and guests, must always maintain order in the apartment and at all places on the grounds, and must not make any loud, improper/ boisterous conduct or otherwise disturb the comfort or interrupt the sleep of other residents.

All radios, televisions sets, stereo equipment, or any other appliances, or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. No band instruments shall be played on the premises at any time. No music lessons, either vocal or instrumental, shall be permitted on the premises at any time.

***COMMUNITY STANDARDS OF OCCUPANCY:*** All residents in our apartment community meet the same non-discriminatory qualification standards based on income, employment, and credit and rental history. The maximum number of occupants allowed in one-bedroom apartments is two people. For liability and safety purposes, anyone living on property must be approved by the office and must complete the same application, and screening process the Leaseholder completed. Anyone in the apartment more than 4 consecutive days is 'living on property' and must apply for approval.

***MOVE-OUT CHARGES (where applicable)***

<b>Item</b>	<b>General Price</b>
Kitchen Cleaning	\$50+
Bathroom Cleaning	\$50+
Removal of trash in apartment	\$50 per bag
Holes in walls	\$5 per hole
Replacement vertical blinds	\$50
Replacement window blinds	\$80+
Carpet cleaning	\$100+ (depending on size of apartment)
Keys unreturned	\$15 each
Re-key or replace locks	\$45
Parking permit	\$50 each
Replacement smoke detector	\$35 each
Resurface countertop	\$200+
Fire Extinguisher	\$40
Deodorize due to smoke	\$500 +

***MOVE-OUT INSTRUCTIONS***

- Give office 60-day written notice of intent to move-out, include your **forwarding address** and new phone number for security deposit refunds (full lease term must have expired). Security deposit will be processed and mailed within 30 days of lease expiration date.
- Forward your mail with the post office.

- Clean the entire apartment following the instructions below.
- Upon completion of cleaning, turn in all parking permits and keys to office (apartment, laundry, and mail). Keys should be returned by midnight on the date of your lease expiration.
- Leave a/c on at a minimum of 78 degrees – DO NOT TURN OFF.
- Leave electricity on for 1 day after lease expiration.
- Pay any fees, or remaining balances owed to office.

DO NOT LEAVE ITEMS (COUCHES, MATTRESSES, ETC.) OUTSIDE DUMPSTERS. THE TRUCKS WILL NOT PICK THEM UP.

### ***MOVE-OUT CLEANING INSTRUCTIONS***

1. Clean inside oven, drip pans, grease traps and vent hood.
2. Refrigerators must be cleaned thoroughly, including gaskets and drip pan. DO NOT TURN OFF.
3. Clean dishwasher inside and out.
4. Clean tile: bathroom tile and all floors.
5. Clean bathroom and kitchen sinks, bathtub, commode, fixtures and mirrors.
6. Woodwork, doors, and wall plates must be wiped free of smudge marks as well as possible.
7. Remove any nails and hooks.
8. Empty all drawers, closets and cabinets of trash. Remove all shelf paper, wipe countertops clean.
9. Clean light fixtures, ceiling fans and replace burned out light bulbs.
10. Sweep patio and storage room.
11. Clean all windows and patio door, including tracks.
12. Clean all blinds.

***HOUSEKEEPING STANDARDS POLICY:*** An inspection of the property, by management, may be conducted every six (6) months or sooner if necessary. Failure to abide by Housekeeping Standards is a violation of the lease and can result in eviction. Two (2) warnings will be issued, with seven (7) days to remedy the condition, before eviction action will commence.

#### **Housekeeping standards inside the unit:**

1. Entire unit should be clean and free of dirt and grease. Excessive mildew and mold should be removed.
2. Floors should be clean, clear, and free of hazards. Hazards include, but are not limited to paper, boxes, bottles, cans, clothing, bedding, towels, Styrofoam, etc.
3. Trash should be disposed of properly and not left in the unit (dumpsters are located on the backside of the property).
4. Throughout the unit, including food storage areas, housekeeping should be such that it does not contribute to rodent or insect infestation.
5. The kitchen should be kept clear of spilled food and grease.
6. Appliances should be kept clean.
7. Storage areas and closets should be neat and clean. **NO** flammable materials may be stored in the unit or in property storage.
8. Pathways to front and back doors, bedroom, bathroom, and kitchen must be clear from furniture, appliances, and debris.

**Housekeeping standards outside the unit:**

1. Front and back yards should be free of debris, trash, old furniture and appliances. Porches should be free of living room type furniture. Nothing should be placed on the exterior walls without the permission.
2. Sidewalks should be clear and free of hazards.
3. Parking lot/space should be free of grease and oil. Inoperative automobiles must be removed. No repairs of automobiles are allowed on the premises, no washing of vehicles, oil changes, etc.
4. Putting containers in yards and on porches to feed stray animals is **not** allowed.

**Procedures to be followed when a unit fails inspection:**

- When a unit fails the initial housekeeping inspection, a follow-up will be conducted within two weeks.
- If, at the follow-up inspection the unit fails, the unit will be inspected again in thirty (30) days.
- If the unit fails the thirty (30) day follow-up inspection, the resident's Lease will be immediately terminated.

**Vehicle Registration and Parking Sticker**

**PARKING PERMIT#:** \_\_\_\_\_ **GUEST TAGS:** \_\_\_\_\_

**Assigned covered parking space:** \_\_\_\_\_

**VEHICLE INFORMATION:**

_____ Year of vehicle	_____ Make & Description
_____ License plate #	_____ Color

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_____ Year of vehicle	_____ Make & Description
_____ License plate #	_____ Color

**VEHICLE INFORMATION:**

_____ Year of vehicle	_____ Make & Description
_____ License plate #	_____ Color

*Laundry/ Mail Room code:* \_\_\_\_\_

*Resident name:* \_\_\_\_\_

*Address: 1630 Aquarena Springs Dr. #\_\_\_\_\_ San Marcos, TX 78666*

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office Staff

\_\_\_\_\_  
Date