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Brazos County  
Karen McQueen  
County Clerk

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Real Property Recordings

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

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**Record and Return To:**

BRUCHEZ GOSS THORNTON MERONOFF & BRIERS PC  
4343 Carter Creek Pkwy Ste 100  
BRYAN TX 77802



STATE OF TEXAS  
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen  
County Clerk  
Brazos County, TX

# Oakwood Townhomes Homeowners Association

## Rules and Regulations

The Homeowner's Association has adopted the following rules to assure maximum living enjoyment, aesthetic beauty and property values at Oakwood Townhomes. The Rules and Regulations are automatically a part of each lease, and each owner is responsible for making sure his/her tenants have a copy of the Rules and Regulations and abide by them. You are encouraged to ask your neighbors to follow the Rules and Regulations.

These rules and regulations are enforceable by the Board of Directors of the Oakwood Townhomes Homeowners Association, Inc. pursuant to the Declaration of Covenants, Conditions and Restrictions and the By-Laws of Oakwood Townhomes. The Board of Directors may initiate, defend, or intervene in litigation to enforce these rules and regulations.

PLEASE NOTE THAT THESE RULES APPLY TO ALL OWNERS AND THEIR FAMILIES, TENANTS, GUESTS, AND EMPLOYEES. IF THE RULES ARE VIOLATED BY THE OWNER(S), OWNER'S FAMILY, GUESTS, TENANTS, OR EMPLOYEES, THE OWNER(S) WILL BE RESPONSIBLE FOR CORRECTIVE ACTIONS, DAMAGES, AND PENALTIES.

Violations that affect the health, safety, or well-being of Oakwood residents or guests will result in the **IMMEDIATE** application of Penalties; otherwise, Penalties will be applied after a notice or violation and/or failure to complete corrective action.

### Section 1.

#### Pet Policy

No animals, livestock, or poultry of any kind shall be raised, bred, kept, maintained or harbored within this Townhome complex, with the exception of dogs, cats, or other household pets, provided that they are not raised, bred, kept, or maintained for any commercial purposes. However, if such dogs, cats, or other household pets are found to be a nuisance to other residents, the owner of such dogs, cats, or other household pets shall remove same and the property owner fined upon written notice issued by the Board of Directors as stated in the steps for enforcement.

The basic points of the pet policy are as follows:

- No more than two (2) pets per unit are allowed.
- A pet is not allowed to run loose (off leash) at any time.
- It is the responsibility of the pet owner to see that all dog feces are picked up immediately and not left anywhere on Oakwood Townhomes' property.
- Pets should be confined to their owner's yard/patio/deck and the owner is responsible for the cleanliness of that area. Pet defecation in the pet owner's yard/patio/deck must be removed DAILY. Pet owners must keep their units in a sanitary condition and free from fleas, pet parasites, and noxious odors.
- Pets may not be left on a line unattended at any time.

The City of Bryan code (<https://library.municode.com/index.aspx?clientId=14054>) disallows a pet to roam at will under any circumstances. Those pet owners who allow their pets to run free at any time are in violation of city ordinance and may be fined by the City as well as the HOA.

#### The steps for enforcement follow:

Make a complaint through the Beal Properties by sending an email to [hoa@bealbcs.com](mailto:hoa@bealbcs.com). Every complaint will be considered but must contain the following information:

- Date and time of the incident
- Location of the incident
- Description of the animal

- Name and/or unit number of the owner
- A picture or video can be sent and may be used to confirm violations

## **Section 2.**

### **Parking Policy and Towing**

All homeowners are responsible for the instruction of their children, tenant(s), employees/contractors, and/or guests as to the provisions of all the rules, regulations and policies of Oakwood Townhomes Association for parking and towing, to which the following are a part of the Association's By-Laws and Declaration of Covenants, Conditions and Restrictions.

- Each unit has one assigned reserved parking space which is marked 'reserved' and numbered. Please check the chart to identify your reserved space.
- Visitors may park in any space marked 'visitor'. Please refer your guests to the visitor spaces in the front of the complex. The visitor spaces throughout the complex are for residents with an additional car or an overnight guest.
- All vehicle(s) shall be "street legal and roadworthy" having current inspection, registration, and license tags as appropriate. No vehicle(s) shall be allowed which has been abandoned or may be deemed a nuisance as provided in the Articles of Declaration.
- Vehicle(s) left upon a block(s), jack stand(s), or any maintenance type support for more than 48 hours will be removed at the cost of the owner. The tires of vehicles must be inflated and not allowed to rest flat.
- No commercial vehicle(s) may be parked upon the property. No boats, tandem axle trailers, watercrafts, jet skis, or open-bed trailers may be parked on the premises at any time.
- No vehicle(s) including campers, recreational vehicles, travel trailers, etc. shall be occupied by person(s) for overnight periods. Nor may they be parked for more than 48 hrs. These vehicles must be parked in a visitor space at the front of the complex. Additionally, such vehicles may not use extension cords which may cross over common area sidewalks, courtyards, or driveways, etc. No vehicle may use a built-in gas-powered generator, air-conditioner, or other energy-consuming/noise-producing type of equipment while parked upon the property.
- All dual wheeled vehicles must be parked in visitor parking at the front of the complex next to the dumpster.
- No vehicle(s) shall be allowed to remain on the property which is deemed a nuisance, is deemed obnoxious, or obstructs any part of the common areas, unless approved by the Board of Directors.
- Vehicles in violation of this policy shall be noted by regular inspection and shall be subject to being towed at the owner's expense.
- No car washing is permitted on the premises.
- Towing of any vehicle, boat, trailer, camper, motorcycle, recreational vehicle, motor home, jet ski, etc. will be at the owner's expense. Towing will result if any of the above mentioned is parked or stored in violation of any provisions of the parking policy.

## **Section 3.**

### **Legal Documents**

Legal documents are available on the website at [www.bcalbcshoa.com](http://www.bcalbcshoa.com) under Oakwood Townhomes. The legal documents include the Declaration of Covenants, Conditions & Restrictions, By-Laws, and Articles of Incorporation, Rules and Regulations, and the Penalties Schedule.

## **Section 4.**



## **Outdoor Cooking and Storing Propane**

**Cooking on patios:** No person shall operate a stove, oven, or barbeque pit upon any lot or premise within ten (10) feet from any structure, tree, or shrub. Fire Safety rules mandate that fire extinguishers or a water hose must be available when outdoor BBQ grills, stoves, etc. are in use. Absolutely no open pit cooking.

\*Take care and use caution with disposal of hot ashes, grease, and other flammables. Ashes **must be** bagged before placing in the dumpster.

**Propane:** Storing any propane container indoors is not advisable. It is recommended that a propane bottle be stored outside on a firm surface and away from any source of ignition. Care and consideration of surrounding buildings, driveways, awnings, houses or building openings, and property lines must be taken into account when placing a propane tank in a legal and safe location.

<http://www.propane101.com/propanccylinderstorage.htm> , [www.propanesafetyfirst.com/pdf/amerigas-propane-safety-brochure.pdf](http://www.propanesafetyfirst.com/pdf/amerigas-propane-safety-brochure.pdf)

## **Section 5.**

### **Personal Property:**

All personal property must be kept inside the unit (excluding patio furniture that is placed on a patio/deck) including but not limited to towels, clothing, mops, brooms, wood, tools, carpeting, boxes, plastic bags, beverages, indoor furniture, toys, automobile equipment, etc. The Association has the right to require the removal of objects which are visible from the common areas and which detract from the property's appearance.

**Trash bags and trash containers** are not permitted to be placed or left on the outside of townhomes. Owners and residents are responsible for the upkeep and tidiness of their own back yards/patios/deck. Residents must keep property in accordance to City Health and Safety ordinances.

### **Outside Antennas, Basketball hoops, or other objects**

Outside antennas such as TV, FM, Satellite dishes, and/or Wireless One are permitted to be on the property as long as they cannot be seen from the common area and are not attached to a building or fence in any way.

### **Waterbeds**

The second floor was not designed to safely support the weight of a waterbed. The Association's insurance does not cover waterbed damage. The costs for repairs of any damage that may be caused by a waterbed will be charged to the property owner.

### **Window Coverings**

Window coverings (drapes, curtains, blinds, window screens) must be in good repair and hung properly. No aluminum foil, sheets, or film (other than clear and non-reflective) are permitted.

### **Common Areas**

Absolutely no property (ornaments, banners, lights, bicycles, toys) may be stored temporarily or permanently on sidewalks, walkways, parking lot, or other common areas.

Lot lines are edge to edge of concrete foundation. The yard/patio/deck areas belong to the HOA as common area spaces; however, property owners are allowed to build HOA approved patios/decks/fences for the property owner's exclusive use and must maintain such patios/decks/fences at their own expense.

**Entry areas and sidewalks** Entry areas and walkways shall be kept clean and neat by the owners or tenants using the same. Littering in common areas is not allowed. Residents are responsible for litter clean up in the

front of their units if they or their guests are responsible. Owners may have small potted plants/shrubs in their entryway.

## **Section 6.**

### **Landscaping**

Landscaping in common areas is the responsibility of the Homeowner's Association. No permanent or large tree(s) or invasive vegetation is permitted within 10 feet of any building/unit without PRIOR APPROVAL from the Board.

## **Section 7.**

### **Mailboxes**

Owners are responsible for replacing locks and keys. See US Postmaster Regulations. The Board of Directors may have the exclusive right to designate the type, size, location, and signage on mailboxes.

## **Section 8.**

### **Water Issues**

**Leaks: All WATER LEAKS MUST BE REPORTED TO** Beal Property Management Company by the unit Owner ( [https://brazoscentury21.appfolio.com/connect/users/sign\\_in](https://brazoscentury21.appfolio.com/connect/users/sign_in) ) or Tenant ( [hoa@bealbcs.com](mailto:hoa@bealbcs.com) ) or by calling 979-764-2500 immediately to prevent damage.

**Conservation:** All homeowners are encouraged to promptly repair any leaking toilets or faucets in their homes to help reduce the utility bill and more importantly to help conserve water. If you need to shut off your water, notify your affected neighbor. Every two units share a shut off valve.

## **Section 9.**

### **Pest Control**

The Association only sprays the exterior of the buildings. If you have an internal pest issue, you must call your own pest control company within 48 hours to prevent the infestation from spreading to other units or areas. Residents who do not allow access to treatment areas will be responsible for any resulting damage. All charges for remediation will be assessed to the owner.

## **Section 10.**

### **Number of Residents**

There shall not be more than four (4) people living in a two bedroom unit at any time, two people per bedroom.

## **Section 11.**

### **Noise, Disturbing the Peace, Vandalism, Threats, Violence, Burglaries**

No activity shall be conducted on the property, which in the judgment of the Board of Directors or Management Company might reasonably be considered as giving annoyance to neighbors or might be reasonably calculated to reduce the desirability of the property as a residential neighborhood or be illegal.

Quiet hours (noise that can be heard in a neighboring unit) are in effect from 10pm to 6am.

Disturbing the Peace (noise that can be heard by several neighbors) is not allowed at any time.

Vandalism (deliberate damage to the property of others or the HOA) is not allowed.

Threats of harm or violence against any resident(s) is not allowed.

Violence of any kind against any resident(s) is not allowed.

Violations of Quiet Hours can be reported to Beal Property Management at 979-764-2500 (recordings can be emailed to [hoa@bealbcs.com](mailto:hoa@bealbcs.com))

Disturbing the Peace, Vandalism, Threats, Acts of Violence, and Burglaries should be reported to the Bryan City Police at 911 [for emergencies] or the non-emergency dispatch number 979-361-3888 [for non-emergencies]; and Beal Property Management Company at 979-764-2500. Once the police department has been contacted, cell phone videos can be emailed to [hoa@bealbc.com](mailto:hoa@bealbc.com) to use as evidence to support HOA Penalties against the offenders.

**Section 12.**

**Children**

Each Owner is responsible for the conduct of children who are residents, tenants, or guests in his or her unit. For everyone's safety, children may not be left unattended in the common areas. Children should not play in the parking lot.

**Section 13.**

**Roofs**

No unauthorized person(s) may enter upon the roofs of the buildings. Any such action(s) will be deemed as trespassing and subject to prosecution.

**Section 14.**

**Insurance Coverage**

Insurance coverage is provided by the Association for the exterior of the buildings and other common areas. Residents should purchase renters insurance (for tenants) or condo insurance (for property owners)\_to cover property that is not covered by the HOA purchased insurance.

**Section 15.**

**Trash and Garbage**

The HOA pays the City of Bryan to empty the dumpster three times a week (Monday, Wednesday, and Friday). This schedule is subject to change by the city (primarily for Holidays). If the dumpster is full, do not place garbage on the outside of the dumpster, the City only picks up what is INSIDE the dumpster; the HOA has to pay private contractors to pick up garbage left outside/beside the dumpster.

The City of Bryan requires all waste to be bagged prior to placement in the dumpster to prevent wind blown litter and maintain the dumpster area in a clean and sanitary manner. Card board boxes do not need to be in a bag, but do need to be broken down and placed inside the dumpster.

Large fiber-board boxes should be flattened before putting in the dumpster.

The following items **CANNOT** be placed in the **dumpster**:

- Construction debris, remodeling, and demolition materials
- Dirt, sod, brush, or rock
- Hot ashes or flammable materials such as oil, gas, or paint
- Furniture and appliances, carpets, mattresses or bed frames
- Materials prohibited at the Landfill
- Concrete, steel

The City of Bryan charges for the above items to be removed from the premises. If this does occur, the charge will be passed back to the property owner.

**THE HOA DOES NOT PROVIDE ON SITE CLEAN UP FOR PRIVATE REMODELING BY PROPERTY OWNERS/RESIDENTS.**



## **Section 16.**

### **Brush / Bulk Trash Pickup**

Brush and bulky items are picked up by the City of Bryan on Friday. Please place these items on the grassy area next to the street as indicated by the sign. Please wait until Thursday evening to put them at the curb. This helps our property continue to look clean and appealing.

**To protect small children and infants, residents disposing of refrigerators must properly secure doors with duct tape or rope.**

Set bulky waste and green waste (limbs, branches, etc.) in separate piles for collection.

### **The following items will not be collected for disposal through Brush & Bulky Service:**

Unused construction and demolition materials from projects like landscaping, remodeling, sidewalk and driveways improvements.

Large-scale fence construction and repair.

Concrete, brick, or rock.

Household Cherrucals

Appliances containing refrigerant

Household garbage.

[http://www.bryantx.gov/depa1mcnts/?name=bulky\\_collection](http://www.bryantx.gov/depa1mcnts/?name=bulky_collection)

## **Section 17.**

### **Monthly HOA Dues, Penalties, and Fees**

Monthly HOA Dues and assessed fees/Penalties are due at the first of each month to the Management Company (<http://brazoscentury21.appfolio.com/connect/users/sign-in>). Late fee of \$35 plus 10% per annum interest; if necessary, attorney's fees and court costs. Returned payments will be charged a \$35 NSF Fee.

**Penalties Late HOA dues and fees:** A late fee of \$35 per occurrence for any payment of Oakwood monthly HOA dues received after the 15th of the month in which they are due will be charged. As required in the Declaration of Covenants, Conditions, and Restrictions, any late Dues and Fees will also be charged interest of 10% per annum until paid. Continued non-payment of dues and fees will result in additional late fees, attorney fees and a lien on the property after three months of non-payment. Non-payment may result in foreclosure.

PLEASE NOTE: Dues and fees are used for the purposes of maintaining the common areas and buildings; paying for monthly utilities, landscaping, required insurances, and other services. Non-payment of dues and fees results in neglecting the upkeep of the complex.

## **Section 18.**

### **Absentee Homeowners**

Absentee homeowners are responsible for damages caused to the common elements by their family members, tenants, employees/contractors, or their guests; and for failure to take reasonable steps to protect their townhome when required (such as maintaining heat in freezing weather, failure to protect pipes from freezing, failure to address water leaks).

## **Section 19.**

### **Light Bulb Replacement**

The replacement of light bulbs in the common areas is the responsibility of the Association. Please contact Beal Property Management Company at 979-764-2500 or open a work request at (<http://brazoscentury21.appfolio.com/connect/users/sign-in>) for replacing these light bulbs.

**Section 20.**

**Architectural Control**

All new additions, building changes, and construction must be approved by the Board of Directors PRIOR TO INSTALLATION. Any changes which are visible from the common areas, such as the addition of burglar bars, storm doors, and exterior lighting must have the approval of the Board of Directors prior to installation. No fences, gates, structures, buildings, or changes to buildings or grounds can be made without submission and approval of plans by the Board of Directors. All decks and fences must be of sound construction as defined by city code; all lumber must be new and treated; maintenance is the responsibility of the owner.

**Section 21.**

**Garage Sales**

Garage sales are prohibited from being held in the community. This is necessary in order to limit the "drive-through" traffic in our complex and to prevent the aesthetic compromise from the display of garage sale items.

**Section 22.**

**Commercial Use**

No commercial use of any kind shall be permitted on the premises.

**Section 23.**

**Sign Policy**

No sign of any kind shall be displayed in public view, on any lot or building except one sign of not more than five (5) square feet in area listing the agent's name and phone number who is showing the property for sale or lease. This sign may be displayed only behind the glass of one of the windows of the unit. For units without a window facing the parking lot area, a sign may be erected in the common area in front of the unit.

These rules may be added to, amended, or repealed at any time by the Board of Directors of the Association.

These rules are not a complete listing of all obligations of owners, residents, guests, or employees. The Oakwood Townhomes Declaration of Covenants, Conditions, and Restrictions and the Bylaws include additional responsibilities and obligations not enumerated in this document and which shall prevail over any conflicting provisions of any lease or owner's rules for tenants.



**Oakwood Townhome Parking Spaces**

Address	Space	Address	Space
4517-1	1	4509-1	<b>38</b>
4517-2	2	4509-2	37
4517-3	3	4509-3	36
4517-4	4	4509-4	35
4517-5	5	4509-5	34
4517-6	6	4509-6	33
4517-7	7	4509-7	32
4517-8	8	4509-8	31
4517-9	9	4509-9	30
4517-10	10	4509-10	29
4515-1	11	4507-1	61
4515-2	12	4507-2	60
4515-3	13	4507-3	59
4515-4	14	4507-4	58
4515-5	15	4507-5	57
4515-6	16	4507-6	56
4515-7	17	4507-7	55
4515-8	18	4507-8	54
4513-1	19	4507-9	53
4513-2	20	4507-10	52
4513-3	21	4505-1	51
4513-4	22	4505-2	50
4513-5	23	4505-3	49
4513-6	24	4505-4	<b>48</b>
4513-7	25	4505-5	47
4513-8	26	4505-6	46
4513-9	27	4505-7	45
4513-10	28	4505-8	44
4511-1	41	4505-9	43
4511-2	40	4505-10	42
4511-3	39		

WHEREAS, the property encumbered by this Deed Restriction Penalty Policy (the "Policy") is that property restricted by the Declaration of Covenants, Conditions, Reservations and Restrictions of Oakwood Townhomes, recorded under Brazos County Clerk's File No 149189 Vol. 404 Pg. 588, as same has been or may be amended from time to time ("Declaration"), and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of the Oakwood Townhomes Homeowners Association, Inc. (the "Association"); and

WHEREAS, pursuant to the Dedicatory Instruments (as that term is defined in the Texas Property Code) governing the Oakwood Townhomes, the Association is vested with the authority to impose reasonable penalties against Owners for violations of restrictive covenants contained in the Association's Dedicatory Instruments; and

WHEREAS, pursuant to the Declaration, the Board of Directors (the "Board") of the Association hereby adopts this Policy in an effort to provide homeowners with a better understanding of the process of deed restriction enforcement and penalties; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Policy; and

WHEREAS, in the event of a conflict between the terms of this Policy and any previously adopted regulations and/or policies addressing the deed restrictions penalties as set forth herein, this Policy shall control.

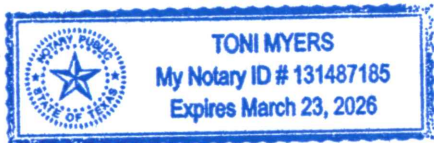
Executed on this 6 day of April.

Oakwood Townhomes Homeowners Association, Inc., a Texas non-profit corporation

By: [Signature]  
Association President

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZOS       §

This instrument was acknowledged before me on the 6<sup>th</sup> day of April 2022 by Victor Castillo President of Stanford Court Townhome Condominium Owners Association, Inc., a Texas non-profit corporation, on behalf of said entity.



[Signature]  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Jana L. Beddingfield  
Bruchez, Goss, Thornton, Meronoff & Briers, PC  
4343 Carter Creek Parkway, Suite 100  
Bryan, TX 77802  
19-1102:JLB/dp