

## **Villas At Westwood Condominiums**

Homeowner Association (HOA)

Rules and Regulations

May 2023

The Villas At Westwood Homeowner's Association ("Association") has adopted the following *Rules and Regulations* and are Dedicatory Instruments of Villas At Westwood Condominium Association, Inc. by Amendment dated May of 2023 to guide and maintain a high standard of ethical oversight in the performance of Association business and to assure maximum living enjoyment, aesthetic beauty, and property values. 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. Beal Properties is the Management Company for the Villas At Westwood condominium property.

The Rules and Regulations will be enforced. Please remember that the rules apply to all owners, tenants, and guests. If the rules are violated, the owners will be responsible for corrective actions, damages, and fines.

No individual elected to the Association Board shall use their position as a Board member for private or personal gain.

### **Criminal Activity**

While on condominium premises, no person may violate any criminal laws, health codes, or applicable laws. The Association does not provide security for the residents. Owners should lock all vehicles while on condominium premises. There shall be no tampering with water, lighting, sprinklers, or other common elements on the condominium premises.

### **Flammables**

No owner, their tenants, or guests shall use or permit to be brought into or stored in their unit, garage storage unit or anywhere on property of the condos any flammable oils, or fluids such as gasoline, kerosene, naphtha, benzene, other explosives, or articles deemed extra hazardous to life, limb, or property.

### **Noise and Odors**

No owner, tenant, or guest shall produce or permit to be made any noises or noxious odors that will disturb or annoy the occupants of the resident units or permit anything to be done therein which will interfere with the rights, comfort, or convenience of the owners or tenants.

### **Nuisances**

No noxious or offensive activity shall be conducted on the property, which in the judgment of the Association and/or Management Company, might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities or might be reasonably calculated to reduce the desirability of the property as a residential neighborhood. The Board shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

### **Occupancy**

Villas At Westwood will follow the City of Bryan Ordinance which establishes standards for the maximum number of unrelated individuals that can reside in a Unit. In general, no more than four (4) unrelated individuals can reside under one roof. The term "related" implies individuals common by blood, marriage, or adoption. Example: a family of three (3) common by blood share a property with an unrelated

roommate. In this situation no more than two (2) unrelated individuals are considered living at the property.

Visual observations or inspections of the property can be performed once a complaint is received. The Board or the Board's representative may make direct contact with the property owner, tenant, or designated representative to inquire about the property. A notice of findings will be issued to all parties of the investigation. If the investigation produces reasonable cause to suspect an over-occupancy violation exists, a reasonable amount of time as determined by the Board in its sole discretion will be given to each party to come into compliance or the owner will face fines.

**Pets and Animals:**

Only common domesticated animals may reside on the property. No exotic animals, livestock, or poultry of any kind shall be raised, bred, kept, maintained, or harbored within this condominium complex. Unit owner/tenant is legally responsible for their pets and actions of any pets that stay as guests of the property. No Unit owner or tenant may exempt herself or himself from the legal responsibility for any pets that they own, as well as for the actions of any pets that stay as guests on the property.

All pets must be kept inside the owner's unit except when outside on a leash. The Villas At Westwood condominiums owners acknowledge and follow the City of Bryan ordinances regarding pets. However, the Villas At Westwood Association shall have the sole discretion to determine what constitutes a reasonable number of pet(s) per unit primarily based on noise, odors and being a nuisance.

Owners, tenants, and residents must keep their units in a sanitary condition and free from pet's waste, rodents, and pest infestations. If the pet become a nuisance, the Association will request the owner/tenant meet to resolve the nuisance.

If a pet defecates on any condominium property, the unit owner/ tenant and/or guest is responsible and must clean up after the pet immediately. Homeowner's whose property backs up to a common area must remove their pet's waste immediately and not allow it to remain on the common areas at any time. ***Violation of this rule will incur an immediate \$50.00 fine.***

Unit owners and tenants agree to indemnify, defend and hold harmless the Association and its property manager from and against any and all claims, losses, costs (including reasonable attorney's fees), suits and proceedings arising from any and all acts (including without limitation, biting or other bodily injury, damage to property, including property of any other Unit owner or tenant, guest, invitee or employee, and including any such party's pet) of, or the presence of, Unit owner or tenant pet or any other pet or service animal or other animal brought into the property by Unit owner or tenant in or about the property.

**Private Patios**

The only property which may be stored temporarily or permanently on private patios are patio or lawn furniture, plants, plant stands, and bicycles. Grills must be stored in the garage not on the patio or porch. No lighter fluid or propane tanks are allowed to be stored inside the unit. Per the City of Bryan ordinance, grills may be used provided they are a minimum of **14 feet AWAY** from the building.

***The City of Bryan Fire Marshall and/or Police will issue fines for violating this ordinance.***



### **Satellite Dishes/Receivers**

Satellite dishes/receivers are only allowed to be installed on the fascia along the roof line or mounted on a pole close to your unit. Satellite dishes/receivers are **not** to be installed on Roof or Siding. Please contact Beal Properties if you have any questions regarding the installation of satellites.

### **Storage of Property**

Owners are responsible for storing all their property inside their units or in the units outside storage space. This includes but not limited to towels, clothing, mops, brooms, wood, tools, carpeting, boxes, plastic bags, beverages, household furniture, toys, automobile equipment, etc. To ensure the safety of all residents and maintain the appearance of common areas, all items left in common areas will be disposed of within five calendar days of the first report by an owner/tenant/guest to the Association. No items may be stored temporarily or permanently on driveways, sidewalks, or other common areas including grassed common areas.

### **Trash & Recyclables**

Detailed information regarding trash and recyclables can be found at the City of Bryan [Environmental Services](#) website. In addition, please contact the City of Bryan for garbage bin replacement or repair.

All debris, rubbish, trash, and garbage must be securely bagged before placing it into the garbage receptacle and shall be regularly removed from the property and not be allowed to accumulate.

Trash pickup for the Villas At Westwood is Thursday. Place trash bins out (spaced at least 4' apart) on the curb at 7:00 a.m. Thursday morning (or if needed, place at curb Wednesday evening) and return to driveway/garage after trash pickup or by the end of the day on Thursday.

Between weekly scheduled pickups, all garbage bins and landscape waste and other similar material should be stored either in the driveway or in your garage. Seasonal tree and bushes that are too large for landscape waste bags may be stored in the rear of your unit for a maximum of seven calendar days allowing time for the next scheduled pickup.

### **Brush and Bulky Collection**

Brush and bulky collection are provided by the City of Bryan on Thursday mornings. Large items such as furniture, appliances (freon removed if applicable), large tree branches, mattresses, and such may be placed in the brush and bulky collection designated site. **Do not** stack the items up against the adjacent unit, lay the items flat. Contact the City of Bryan for clarification on allowable items. **Do not** put household garbage in the brush and bulky collection site. ***Fines will be imposed for violations.***

### **Vehicles and Parking**

The condominium driveway is designed to accommodate two residential vehicles with additional parking available in the unit's garage. No trailers, boats, recreational vehicles belonging to or under the control of an owner, member of the family, guest, employee, or lessee is allowed unless it can be parked in the garage and not the driveway. Do not block, obstruct, impede, or prevent neighbor vehicles from entering or exiting their own garage or driveway. **NO** double parking in driveway is allowed on the condominium property. Visitors to the condominium property may only park in the driveway of the unit being visited without obstructing another unit owner/tenant from accessing their own garage or driveway. Visitors may consider parking on Westwood Main as that is considered a public street. Violation of this rule may result in the vehicle being towed. All costs associated with the tow will be the responsibility of the vehicle owner or the individual who violated the parking rule. The unit owner or lessee, at his or her discretion, may place a call and have vehicle towed.

Absolutely **NO** residential parking is allowed in fire lanes. Fines will be imposed for violations. ***VIOLATION OF THIS RULE MAY RESULT IN THE VEHICLE BEING TOWED. APPLICABLE FINES ACCURED WILL BE AT THE OWNER'S EXPENSE.***

### **Window Coverings**

The Association has the right and the responsibility to control the visual attractiveness of the property. To that end: (1) cracked or broken windows must be repaired or replaced within a reasonable time determined by the Board (owner's responsibility); (2) exterior doors that are beyond repair must be replaced (owner's responsibility); (3) exterior doors wherein the paint is faded, cracked, peeling, or appears to be in a general state of disrepair must be painted (owner's responsibility) with an approved color. Contact the Management Company for specific information; (4) aluminum foil or other coverings are not permitted on any exterior windows; however solar screens **are** permitted.

### **Fines and Charges**

The Association will levy fines for violations. A fine will be charged to the owner of the property if the violation has not been corrected. Fines will be assessed in accordance with the information below, noting the unit owner has been given notice of the nature and documentation of the violation.

### **Assessment of Fines for Violations**

The following information outlines the assessment of fines for violations:

- 1<sup>st</sup> notice of violation – no fine imposed if violation is corrected immediately (i.e., no longer than five (5) calendar days)
- 2<sup>nd</sup> notice of violation for the same offense not corrected within five (5) calendar days - \$75 dollar fine plus costs for sending documents
- 3<sup>rd</sup> notice of violation for same offense not corrected within five (5) calendar days - \$150 dollar fine plus costs for sending documents

***Continual Violations of the same offense will incur a \$150.00 fine for every 30 days the violation continues.***

All Health & Safety Violations will incur an immediate \$50.00 fine then will follow the same schedule listed above.

Violations are given to the owner of the unit and remain on the account for one (1) year from the date of violation.

After the third Notice of Violation for the same offense, the Association reserves the right to use any remedies available under Declaration, By-Laws, and the Texas Property Act.

Should the owner delay in the payment of fines, said owner and fines will be referred to the Association's attorney for further legal action. This will result in the attorneys' fees and collection fees be paid by the Owner.

### **Late Fee**

The Association has established a Late Fee of \$35/per occurrence for any late or delinquent payment of monthly HOA dues

### **Indemnification**



Unit owners and tenants agree to indemnify, defend, and hold harmless the Association and its property manager from and against all claims, losses, damages, costs (including reasonable attorney's fees), suits and proceedings arising from all acts that are in violation of the Declaration of Villas At Westwood Condominium, Bylaws Of Villas At Westwood Condominium Owner's Association Inc. and these Rules and Regulations

**Beal Property Online Portal**

Online Owner's Portal to pay dues

[https://brazoscentury21.appfolio.com/connect/users/sign\\_in](https://brazoscentury21.appfolio.com/connect/users/sign_in)

**Property Manager Contact and Maintenance**

Beal Properties

ATTN: Villas At Westwood

3363 University Dr Suite 215

Bryan TX 77802

(979) 764-2500

Telephone reporting of maintenance requests or issues will be processed, however written documentation is REQUIRED for any official action or response from the Association. Any exceptions to the Rules and Regulations requests for consideration of waivers, approvals for exterior work, and Association approvals of any other changes must be in writing.

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, and guests. The Villas At Westwood Condominium Declaration and the Villas At Westwood Homeowners Association Bylaws include additional responsibilities and obligations not enumerated in this document.

Villas At Westwood Homeowners Association Rules and Regulations, Villas At Westwood Bylaws, and the condominium Declaration shall prevail over any conflicting provisions of any lease or any owner's rules.

Beal Properties maintains a website for Villas At Westwood condominiums.

The website contains copies of the most current Rules and Regulations and a link to the owner's portal where you can report maintenance issues and problems in the complex. It also serves as a hub for information on water shut offs, repairs, or other upcoming events at the Villas At Westwood.

Executed on this 31<sup>st</sup> day of May 2023.

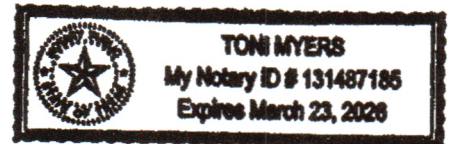
Villas at Westwood Condominium Owners  
Association, Inc. a Texas non-profit corporation

By: Sheri Pappas  
Association President

STATE OF TEXAS §  
  §  
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 31<sup>st</sup> day of May 2023 by Sheri Pappas President of Villas at Westwood Condominium Owner's Association, Inc., a Texas non-profit corporation, on behalf of said entity.

J. Myers  
Notary Public, State of Texas





WHEREAS, the property encumbered by this Deed Restriction Rules & Regulations Policy (the "Policy") is that property restricted by the Declaration of Covenants, Conditions, Reservations and Restrictions of Villas at Westwood Condominium, recorded under Brazos County Clerk's File No. 00825599 Vol. 5522 Pg 39, 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 Villas at Westwood, 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.



\*VG-267-2023-1503552\*

**Brazos County  
Karen McQueen  
County Clerk**

**Instrument Number:** 1503552

Volume : 18658

Real Property Recordings

Recorded On: June 01, 2023 02:25 PM

Number of Pages: 8

**" Examined and Charged as Follows: "**

Total Recording: \$50.00

**\*\*\*\*\* 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.

**File Information:**

Document Number: 1503552  
Receipt Number: 20230601000107  
Recorded Date/Time: June 01, 2023 02:25 PM  
User: Patsy D  
Station: CCLERK07

**Record and Return To:**

BEAL PROPERTIES  
3363 UNIVERSITY DRIVE EAST,STE 215  
  
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