

535-23-1327

WESTWIND TOWNHOMES ASSOCIATION, INC.

RULES AND REGULATIONS

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## WESTWIND TOWNHOMES ASSOCIATION, INC.

## RULES AND REGULATIONS

## INTRODUCTION/PURPOSE

The enclosed Rules and Regulations have been established by the Westwind Townhomes Association, Inc. (WWTH) Board of Directors (Board). They are intended to protect the interests of our townhome association, maintain our property values, and provide basic guidelines for the respect of the rights, comforts, safety and convenience of other owners and residents at WWTH. In some cases, an owner (or group of owners) may find a specific rule they do not agree with. In such instances, it is important to remember that these rules are for the benefit and protection of the majority of owners, i.e., the basis for our townhome association.

The rules are written in simple, ordinary language for ease of understanding. The Board has the authority to interpret or amend these rules, as they deem necessary. These rules apply to all owners and residents. If leasing a unit, the owner is responsible for ensuring compliance by their tenant(s). Owners and residents are responsible for ensuring compliance by their guests.

The Board has devoted a great deal of effort in developing these rules for the overall benefit of WWTH, as our responsibility is to protect the investment and enhance the value of WWTH for all owners. Your compliance with these rules is both appreciated and required. The Board urges you to familiarize yourself with these rules, as they will be enforced. Questions or suggestions for change may be forwarded for consideration by the process described within these rules.

## WESTWIND TOWNHOMES ASSOCIATION, INC.

## RULES AND REGULATIONS

## I. VEHICLES

- A. All vehicle rules and regulations apply to all owners, residents and guests.
- B. Specific rule interpretations, clarifications or amendments will be made by the Board, as necessary.
- C. WWTH is not responsible for theft or damage to any vehicle on WWTH property. This is the vehicle owner's responsibility, and it is recommended that vehicle owners verify appropriate coverage through their auto and/or homeowner's policies.
- D. The speed limit within WWTH property is 20 miles per hour.
- E. All residents are to park in their designated/assigned parking garage. Parking of motorcycles in locations other than those normally used for automobiles is prohibited.
- F. Vehicle repairs are not permitted at WWTH (exceptions would be flat tires or battery problems).
- G. All towing, storage and related costs are at the vehicle owner's expense.
- H. The following vehicle violations are subject to immediate towing (i.e., no advance notification required), as they represent a potential threat to the safety and well-being of others at WWTH.
  - 1. Any vehicle parked in a no parking zone (alleyways, yellow curb) is subject to immediate towing. These zones must be kept clear for emergency vehicle access, as well as for maintenance and service traffic.
  - 2. Any vehicle otherwise obstructing or impeding the traffic flow within WWTH is subject to immediate towing.
  - 3. Any vehicle deemed as a potential danger or hazard to WWTH residents, such as a vehicle leaking gasoline, is subject to immediate towing.
  - 4. Any vehicle parked in front of a garage door (open or closed) for more than 30 minutes.

- I. The following vehicle violations are also subject to towing, but advance notice will be provided. Advance notice will consist of a sticker being placed on the vehicle, advising of the violation and the date to be towed. While not required, Managing Agent may also advise the vehicle owner of the violation by phone or letter, if the owner can be readily identified. This is not a requirement before towing, but may be provided as a courtesy.
1. Boats, trailers, campers and recreational vehicles are not permitted at WWTH and are subject to towing.
  2. Motorcycles not parked appropriately are subject to towing.
  3. Non-operational vehicles (not currently licensed and inspected, and/or in running condition) are subject to towing.
  4. Commercial vehicles are subject to towing. Commercial vehicles are defined as any vehicle built for commercial use, such as plumbing trucks, electrician's trucks, wreckers, flat beds, bob tails, stake body trucks, etc., as well as company vehicles commercially licensed or otherwise identified as primarily a commercial vehicle.
  5. Vehicles leaking excessive fluids are subject to towing.
  6. Vehicles under repair for an unreasonable amount of time to change flat tires, repair dead batteries, or such as on a jack or missing a wheel, are subject to towing.
  7. Vehicles improperly parked, such as non-parallel street parking, are subject to towing.
- J. These vehicle rules and regulations are for the overall benefit of WWTH. While a specific rule may inconvenience a certain owner or resident, our townhome community requires joint cooperation for the majority of the co-owners. If you have a question about how any rule might apply to a specific instance, request the Managing Agent to bring it up at the next Board meeting. These rules will be enforced, so asking in advance may save you from towing expenses.

## II. OUTSIDE CHANGES

- A. Prior written approval of the Board is required for any and all changes made to the outside of any unit. Failure to obtain such approval may result in your being required to remove changes and/or restore to original condition, at your expense.

- B. Outside changes include, but are not limited to, light fixtures, antennas, patio covers, fencing, trellises, awnings, storage sheds, lattice work, etc. The Board will not approve the installation of antennas and awnings.
- C. No owner or resident shall install or cause to be installed on the exterior of any building, on the walls of any building, out of the windows of any unit, or on the roof of any building, any wiring for electrical or telephone installation or for any other purposes, television or radio antennae, machines, or other air conditioning units, except as expressly approved in writing by the Board.
- D. Nothing shall be stored in the Common Elements.

### III. INSIDE CHANGES

- A. Any interior changes which may affect the structural integrity of a unit or building must be approved by the Board in writing, in advance.

### IV. CHILDREN

- A. As a concern for their safety, children must not be allowed to play in the parking areas, drives, rubbish areas, or to climb on patios or balconies where hazards may exist. Bicycles are not to be ridden on the common area grass.
- B. Parents or guardians are responsible for their children's conduct. Please supervise children closely.

### V. LAWNS AND SHRUBS

- A. The trees and shrubbery are a vital and valuable part of WWTH, and each resident shall be liable for any damages, mutilation or defacing thereof for which they, their children or their guests are responsible.
- B. The Managing Agent is responsible for arranging and providing all landscaping services. All such work is done exclusively under the authority of the Managing Agent, and all requests or complaints about landscaping must be directed to the Managing Agent.

## VI. PETS

- A. Owners and residents with pets must have direct physical control (e.g., on a leash) over their pets at all times. Residents walking pets are responsible for seeing that pet droppings are removed from sidewalks and other paved areas, as well as green areas between buildings.
- B. No animals may be raised, bred, kept or otherwise used for commercial purposes in any unit.
- C. No more than two (2) household pets may be kept in any unit.
- D. No pets shall be kept if such pet constitutes a nuisance to any other resident. Any such animal found unattended outside an enclosure may be removed by the local pound or animal shelter personnel.
- E. Pet owners are fully responsible for their pets, including any damage which they may cause to the common elements.
- F. No pet shall be left unattended on patios or common areas.
- G. No animals over 45 pounds will be permitted.

## VII. PATIOS AND WINDOWS

- A. All windows shall have proper window dressing that does not detract from the general appearance of the complex. No foil, paper, or sheets shall be placed in any window or door.
- B. All draperies and blinds that are visible outside a unit must be white or off-white in color. All burglar bars must first be approved by the Board of Directors, and in all cases, must be painted an off-white color to match draperies and blinds if placed inside the townhomes. Burglar bars placed on the outside of the townhome must match the trim color.
- C. It is prohibited to hang clothes, towels, rugs, bedding, or items of a similar nature on the patios.
- D. Owners may place upon their inside patios furniture and such decorative items as owner may deem desirable, provided, however, that such decorative items do not detract from the general appearance of the complex or are not visible from the exterior of the patio.
- E. Broken windows are the responsibility of the owner or resident and must be replaced immediately.
- F. Window fans and window air conditioners are prohibited at WWTH.

- G. No wood, plastic or other materials may be stored or erected on front patios.

#### VIII. TRASH/GARBAGE

- A. All rubbish must be placed in a sturdy plastic bag and tied or placed in trash cans for pickup.
- B. Please have trash bags or cans set out either the evening before or the morning of the pickup day. The scheduled pickup days are Tuesday, Thursday and Saturday.
- C. Large item/heavy trash hauling is not included in WWTH's trash/garbage service. Residents are expected to arrange and pay for such service, as needed.
- D. Trash cans must be kept inside the residence. No trash can is to be stored in view.

#### IX. MAINTENANCE

- A. The Managing Agent provides individuals on-site at WWTH for routine maintenance, litter pick-up and cleaning.
- B. This on-site staff works exclusively under the authority of the Managing Agent. Any requests for work, suggestions or complaints must be made to the Managing Agent.
- C. When calling the Managing Agent for any maintenance request, ask for the Service Coordinator for WWTH. This will expedite your request for service.

#### X. LEASING OF UNITS

- A. Owners are responsible for the actions of their tenants. Any owner leasing a unit shall not be relieved of any obligation under WWTH's By-Laws, Declaration or Rules and Regulations.
- B. All leases shall be written, with a copy provided to the Managing Agent prior to occupancy of the unit.
- C. Owners and tenants are responsible for ensuring that Managing Agent has, on file, the correct names of tenants and their phone numbers.
- D. All units at WWTH are single family dwellings.
- E. Units may be initially leased for a term not less than six (6) months. Renewal leases are permitted for shorter periods.

- F. Rental rates charged shall correspond to market rates for comparable units being rented in the area.
- G. The lease shall stipulate that a maximum of two (2) adults per bedroom is permitted.
- H. Units shall not be leased or otherwise used for transient or hotel purposes, and nothing less than an entire unit may be leased.
- I. The lease shall require the lessee to obey the terms and conditions of the Declaration, By-Laws and the Rules and Regulations of WWTH, which owners are required to provide copies of to their tenants. Failure to comply with the terms of such instruments shall be a default under the lease.
- J. The Managing Agent and the Board will usually deal with the owner of the unit rather than the tenant(s).

#### XI. GUESTS/VISITORS

- A. Owners and residents are solely responsible for their guests and visitors.
- B. It is the responsibility of WWTH residents to ensure that their guests comply with all applicable Rules and Regulations, including, but not limited to, parking, pets, and noise.
- C. Garage sales are prohibited.

#### XII. INSURANCE

- A. Residents are responsible for providing insurance to protect their townhome and personal belongings from such perils as fire, windstorm, flood, theft, vandalism, etc. Residents are also responsible for providing insurance to protect themselves against any liability that might arise from someone incurring bodily injury or property damages as a result of negligence on the resident's part. The above exposure can be adequately protected by the resident purchasing the appropriate insurance policy from their insurance agent.

#### XIII. HOW TO GET ISSUES ADDRESSED

- A. The Managing Agent is responsible for the ongoing operations of WWTH through the direction of the Board. WWTH's Managing Agent is:

Creative Property Management Co.  
8323 Southwest Freeway, Suite 330  
Houston, Texas 77074  
(713) 772-4420

- B. Requests for work, questions, problems, complaints and suggestions may be addressed to the Managing Agent. The Managing Agent has the authority to initiate certain work, handle emergency needs, and resolve many questions or problems.
- C. Do not contact a Board member for any of the above, unless instructed to do so by the Managing Agent. All Board members have been instructed to refer you to the Managing Agent to ensure proper logging, tracking and reporting of all operations at WWTH.
- D. All written correspondence regarding WWTH must also be routed through the Managing Agent. The Managing Agent is responsible for taking necessary actions, as needed, and then reporting such to the Board or submitting items for Board consideration at the next Board meeting.
- E. Board meetings are held on a scheduled basis. All meetings are open to WWTH owners, but any owner wishing to discuss an issue must be on the agenda in advance.
- F. To be included on the agenda for discussion of an issue, owners must submit such to Managing Agent at least one week in advance of meeting.
- G. Visitors are welcome at all Board meetings but must notify Managing Agent of their attendance at least one week in advance to ensure adequate seating.
- H. Strict order will be maintained at meetings, as our agenda is usually lengthy and covers a broad range of issues.

#### XIV. RESPONSIBILITY CHECKLIST

- A. The attached responsibility checklist is provided as a quick reference guide differentiating the responsibilities of the owners and WWTH. This listing is not intended to be all-inclusive, and the Board may make additions or changes, as necessary. Depending on circumstances or special requirements, the Board may make exceptions to the responsible party indicated.

WESTWIND TOWNHOMES ASSOCIATION, INC.  
ASSOCIATION/HOMEOWNER RESPONSIBILITY LIST

DESCRIPTION	ASSN	OWNER	COMMENTS
I. Exterior Surfaces			
A. Wood	X		
B. Brick	X		
C. Roofs	X		
D. Windows		X	
1. Glass		X	
2. Screens		X	
E. Doors		X	
1. Front		X	
2. Storage	N/A		
3. Back		X	
4. Garage		X	
F. Foundation			
G. Fences	X		
H. Gutters	X		
I. Electrical			
1. Outlets	X		
2. Photocells	X		
3. Fixtures	X		EXCEPT THOSE CONTROLLED INSIDE
J. Hallways			
K. Patios		X	
L. Air Conditioner		X	
1. Condensing Unit		X	
M. Hot Water Heater		X	
N. Water Cutoff Valve	X		EXCEPT EXCLUSIVE TO 1 UNIT
O. Mailboxes			
1. Locks		X	
2. Keys		X	
P. Parking			
1. Garage	X		EXCEPT DOOR
2. Towing			
a. No parking	X		
b. Assigned Space		X	
O. Utilities			
1. Water & Sewer	X		
2. Outside Electricity	X		
3. Inside Electricity		X	
4. Gas	N/A		
R. Services			
1. Master Antenna	N/A		
2. Cable			
a. Service		X	
b. Dish	N/A		
c. Conduit		X	
S. Exterminating			
1. Interior		X	

	ASSN	OWNER	
a. Roaches		X	
b. Ants		X	
c. Other		X	
2. Exterior			
a. Roaches	X		
b. Ants	X		
c. Other	X		
T. Landscaping			
1. Outside	X		
2. Inside Patio		X	ENCLOSED & FRONT
U. Insurance			
1. Building		X	
2. Liability		X	
3. Contents		X	
4. Flood		X	
II. Interior Surfaces			
A. Paint		X	
B. Sheetrock		X	
C. Wallpaper		X	
D. Carpet		X	
E. Tile		X	
F. Appliances		X	
G. Plumbing			
1. Toilet		X	
2. Sinks		X	
3. Bathtub		X	
H. Electrical			
1. Breaker Panel		X	
2. Breaker Switches		X	
3. Plugs		X	
4. Switches		X	
5. Wires		X	
6. Fixtures		X	

Additional Comments:

## XV. MISCELLANEOUS

- A. Residential Use Requirement - All townhome units shall be used and occupied as private residences for single families or individuals. All present and future owners, tenants and occupants of townhome units shall comply with the provisions and terms of the Declaration, the By-Laws and other governing Rules and Regulations of WWTH.
- B. Maintaining Your Unit - Each owner, at their own expense, shall maintain their unit, patio and/or balcony space and storage space in good condition and in good order and repair, and shall not do or allow anything to be done in their unit not in compliance with WWTH's By-Laws, Declaration or Rules and Regulations. If an owner does not comply, the Association may undertake necessary repairs and assess the owner for all costs incurred, as well as levy fines up to \$100.00 per occurrence.
- C. Legal Costs Recovery - Any proceeding by the Association arising out of an alleged failure of an owner, resident or guest to comply with the terms and provisions of the Declaration, By-Laws, or these Rules and Regulations, or the terms and provisions of such documents as they may be amended from time to time, shall entitle the Association to receive from the owner reasonable attorney's fees and court costs as may be awarded by a court.
- D. Right of Access - Managing Agent shall have the right of access during reasonable hours as may be necessary for the maintenance, repair or replacement of common elements and to make any required inspections or repairs as necessary to correct or prevent damage to the unit, other units or WWTH.
- E. Cost of Repairs - The cost of repairing property owned by the Association or another unit owner could be your responsibility under certain circumstances. The occurrence may relate to water damage caused by a clogged drain, worn seals, and tub or sink overflowing. Damage caused by smoke or fire originating in your unit could also be your responsibility. Any cost of repair or replacements due to a resident's negligence or misuse will be the responsibility of such resident and/or owner.
- F. Disturbance of Neighbors - All WWTH residents (owners and occupants of units) shall at all times exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such a manner as may disturb or tend to disturb other residents at WWTH. No unit shall be used or occupied in such a manner as

to obstruct or interfere with the enjoyment of other residents, nor shall any nuisance, or immoral or illegal activity be committed or permitted to occur at WWTH.

- G. Plumbing - Because WWTH water is not individually metered and billed, any plumbing leaks within a unit must be repaired immediately. Also, clogging of drains (such as a grease clog in the kitchen) may cause damage to another unit, and must be repaired immediately.
- H. Children - Parents are responsible for proper supervision and safety of their children, and to see that they abide by the Rules and Regulations of WWTH. Parents may be fined and/or charged for any damage caused by their children. Toys and bicycles must not be left anywhere outside at WWTH.
- I. Business Operations - Business operations conducted from a unit are not permitted at WWTH.
- J. Telephone Numbers - All residents' telephone numbers should be registered with the Managing Agent for security and safety reasons.
- K. Outside Cooking - Outside cooking should be conducted in a manner so as not to pose a fire hazard.
- L. Speed Limit - A speed not exceeding 20 miles per hour must be maintained on WWTH property.
- M. Flammables - Storage of flammables or explosives is prohibited anywhere at WWTH.
- N. Kerosene Heaters - Kerosene heaters are prohibited at WWTH.
- O. Solicitation - No solicitation or solicitation materials are permitted at WWTH except as authorized by the Board.
- P. Signs - No advertisements, signs or posters of any kind are permitted at WWTH except as authorized by the Board. For Sale or Lease signs may be placed on the inside of windows only.
- Q. Smoke Detectors - Smoke detectors should be installed in each unit and properly maintained.

#### XVI. ENFORCEMENT OF RULES AND REGULATIONS

- A. After reasonable notification, non-compliance or repeated offenses of these Rules and Regulations may result in a penalty/fine to the owner of up to \$100.00 per violation, as levied by the Board.



535-23-1340

CAPITAL CONSULTANTS MANAGEMENT CORPORATION

WESTWIND TOWNHOME ASSOCIATION  
RESOLUTION

WHEREAS, the Board of Directors of Westwind Townhome Association, Inc., has determined that the Header Board described as the two 2 x 12 pine boards that stretch vertically across to the 16' horizontal pine support beams, which are part of the garage door frame, and the two 2 x 4 face plates that run on top of the 16' pine support beams, shall be deemed a homeowner responsibility, as it is a structural entity of the garage door, and not an exterior building surface as described in the Declaration of Covenants, Conditions and Restrictions, Article VI, Section 1, Maintenance and Repairs.

*Evelyn McCann*  
Board Director

4-20-89  
Date

*Brenda Hopkins*  
Board Director

4-20-89  
Date

*Steph V. Upson*  
Board Director

4/20/89  
Date

(4)

WESTWIND TOWNHOMES ASSOCIATION, INC.  
CORPORATION RESOLUTION

WHEREAS, There is a need for a uniform collection policy for Westwind Townhomes Association, Inc.

AND WHEREAS, The Board of Directors of Westwind Townhomes Association, Inc. wishes to make this collection policy a matter of record,

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors on behalf of Westwind Townhomes Association, Inc. sets collection policy as follows:

Any and all payments that are received either by the office of Creative Property Management Co. or by the lockbox of the Association's banking institution be applied as follows;

Funds will first pay late fees, violation fines, attorney fees, damages/repair costs, and/or any other costs, with the exception of maintenance fees, that may be due on an account at the time payment is received. The remaining balance of funds will then be applied to any maintenance assessment that is currently due on an account.

DATED, this \_\_\_\_\_ day of \_\_\_\_\_, 1994

Lois Hunter \_\_\_\_\_

Valerie Bursn \_\_\_\_\_

Shirley J. Anderson \_\_\_\_\_

(5)

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

THE COUNTY CLERK OF HARRIS COUNTY TEXAS  
COUNTY CLERK'S OFFICE  
1500 TEXAS STARWAY, SUITE 1000  
HOUSTON, TEXAS 77056  
713-274-2000

535-23-1342

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.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT 16 2000



*Beverly B. Kaufman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS