

# THE RULES AND REGULATIONS OF "THE VILLAGE OF STONEWOOD"

A condominium project

**Nov 16 2023**

THE VILLAGE OF STONEWOOD is a condominium development, consisting of 55 units. Owners own their units in fee simple, and are tenants in common of the remainder of the common area.

The Homeowner's Association is the true management entity for the complex. The Association is operated by a Board of Directors elected each year by a vote of the membership which consists of all homeowners. The Association is managed as a business using the governing documents and the state law as the authority. These documents consist of the Covenants, Conditions and Restrictions (CC&R's), the By-Laws, and these Rules & Regulations.

The Rules & Regulations contained herein are general in nature. They clarify and expand on the various items contained in the other governing documents, which also give the Board authority to distribute and enforce these Rules & Regulations. All owners should conduct a thorough reading of the governing documents.

**OWNERS ARE RESPONSIBLE FOR THE CONDUCT OF GUESTS, AND FOR ENSURING THAT THEY ARE FAMILIAR WITH THE DOCUMENTS AND SPECIFICALLY THESE RULES & REGULATIONS.**

Any fines levied as a result of a violation of the governing documents will be levied against the owner on record for the property in question.

We suggest you keep these Rules & Regulations in a place in your home where you may make ready reference.

The management company, TEXAS FIRST EQUITY, LLC is employed by the Board of Directors of the Home Owners Association to manage the affairs of the Association with respect to all finances, contracts and general administrative duties. If you have any questions, do not hesitate to contact Mary Britt of Texas First Equity , LLC, at (936) 333-5282.

## **SECTION A CALENDAR OF BUSINESS**

1. Formal Board of Directors meetings are held quarterly at a time and place designated by the Board members. To verify when and where meetings are to be held, contact Mary Britt at Texas First Equity , LLC at (936) 333-5282.
2. All homeowners are welcome to attend the meetings. The President of the Board will set a fifteen minute period to take questions and comments from homeowners. When that period is over, all homeowners are requested to listen only and not participate, since a substantial amount of necessary business must be conducted in a limited time period.
3. If a homeowner has some specific input for the Board that he/she wishes discussed at the meeting, the request should be forwarded, in writing to the management company ten (10) days prior to the meeting so it may be placed on the Agenda.
4. The Annual Meeting of all Homeowners is held in January each year. All homeowners shall be notified at least thirty (30) days in advance of the time and place. It is allowed to be held "Telephonically" if declared so by the Board and if all Home Owners are notified 30 days prior to the meeting either by US mail or the listed email of

## **THE VILLAGE OF STONEWOOD CONDOMINIUMS RULES AND REGULATIONS**

Page 1 of 7

11/20/2023 7:47 PM

the owner. Homeowners are asked to submit a proxy if they cannot attend the meeting. It is at this meeting that the Board members are elected for the ensuing year.

5. A formal Audit of Association assets is not required as it's assets are listed in the "Asset Registry" which seldom changes and is available to any member in good standing of The Village of Stonewood Condominium Owners Association. The Maintenance and Management is contracted out on a "Flat Fee Per Unit" basis which is detailed in the "Management Contract" between The Village of Stonewood Condominiums Owners Association "Board of Directors" and Texas First Equity, LLC, which owns all of the equipment needed to maintain Stonewoods grounds and equipment.

## **SECTION B ENFORCEMENT**

1. It is the right and duty of each resident to report violations, in writing to the Board of Directors through the management company for appropriate action.

2. At the direction of the Board, notices of violations will be brought to The attention of the owner of the property, in writing, by the management company. All notices of violations and imposition of fines go directly to the owners of record of the property involved.

3. Failure to correct the violation by the owner or the resident may result in fines and/or legal action, the cost of which is the responsibility of the owner of record.

4. The property management company, acting for the Association, has been instructed by the Board to require compliance with the governing documents. If a violation occurs, and it is reported to the management company, they have been instructed to do the following:

- a. Obtain the name, address of the violators
- b. Send a violation letter to the offending party either by US mail or email to the listed email address or the owner.

### **Schedule of fines per Offense other than substantial exterior repair:**

First Offense	Warning letter - 30 day notice to correct the violation(s). Failure to correct within the 30 day time frame \$50.00 fine.
Second Offense	\$ 50.00 fine – 30 day notice to correct the violation(s). Failure to correct within the 30 day time frame \$100.00 fine.
Third Offense	\$ 100.00 fine - 30 day notice to correct the violation(s). Failure to correct within the 30 day time frame \$150.00 fine.

### **Schedule of fines per failure to complete Substantial Exterior Repair agreement:**

**\$ 150.00 primary fine – 30 day notice to complete correction of the violation(s).  
Failure to correct within the 30 day time frame \$250.00 secondary fine.**

6. No secondary monetary penalty shall be effective unless members receive thirty (30) days prior written notice of the proposed penalty and the reasons therefore, and is given opportunity to be heard either orally, or in writing before the Board not less than five (5) days before the effective date of the imposition of monetary penalty.

7. The Board of Directors may, in addition to imposing monetary penalties, take any other legal action authorized by the CC&R's and the State of Texas to enforce compliance with the governing documents.

### **SECTION C ALTERATIONS TO THE COMMON AREA**

1. No person shall alter the landscape or irrigation controls without written authorization from the Board.
2. Members are responsible for the payment of all costs of repairs for damage to any part of the common area caused by the negligence or deliberate vandalism by themselves, members of their family or their guests. This includes destruction of grass areas, trees and bushes caused by the urination of pets.
3. Time clocks, sprinklers and valves in the sewer system, irrigation system of the common area and other related parts are to be adjusted and set by qualified personnel only.
4. No planting of trees, bushes, flowers or grass is permitted in the common area by homeowners or residents without the specific written permission of the Architectural Control Committee or the Board of Directors.

### **SECTION D SEWER SYSTEM & TRASH DISPOSAL**

1. Members are responsible for picking up their own trash spilled in the common area and disposing of it in the proper trash containers or receptacles provided by the City of Lufkin..
2. Large cartons or boxes should be broken down and tied before placing in the trashcans for pick up. No tires, chemicals, motor oil or paint are to be placed in the trashcans
3. Large discarded items such as furniture, mattresses, etc., do not belong in the trash dumpster. Dispose of these items properly at a waste disposal site or call the City of Lufkin for a special pickup.
4. Cigarette and cigar butts are not to be dropped, thrown or in any other manner placed on the grounds of the complex, either the common areas or the "exclusive use areas". All trash will be placed in an appropriate container.
5. Although we are on city sewer we must use a lift station to get our sewage to city sewer lines. Therefore certain behaviors must happen in order for our sewer to run effectively, No grease poured down the kitchen drain. Also there are items that can't be flushed in toilets. Nothing except toilet paper may be flushed in toilets that didn't go through you first. That includes condoms, tampons, sanitary napkins, diapers, or any personal wipes that may say 'flushable' as they will clog our sewer system pumps, please dispose of these in your trash basket., Residents are responsible for the normal maintenance of the plumbing for their home and any sewer line clogs caused by their abuse i.e. grease in kitchen drains. You are responsible to keep all bathroom drains free of hair and other obstructions.

## **SECTION E NOISE CONTROL**

1. Noise can be a problem at any time. It is particularly bothersome in the summer when the windows and doors may be open. Please be considerate of your neighbors especially during a party and after 10:00 PM. Mandatory "Quiet Time" is between 10:00 PM and 7:00 AM. NO EXCEPTIONS. Any noise nuisance may be reported to the Sheriffs Department.
2. It is the responsibility of UNIT Owners to ensure that their guests are not disturbing others.
3. Radios, Televisions, musical instruments, party activities and other noise sources, including barking dogs, car horns, and car alarms, extended warm-up of motor vehicle engines should be restricted to a level that does not disturb other residents.
4. Owners are requested to keep the number of guests they invite to use the facilities to a "reasonable number". "Reasonable" should not exceed six people unless approved by the Association in writing beforehand.
5. Loud, heavy bass music from vehicles, residences or carried units will not be tolerated. Keep music at a level that won't disturb the peace of the other residents.

## **SECTION G ANIMAL CONTROL**

1. No more than two (2) domestic pets may be kept in the household at any time. Pet weight restriction is Twenty Five (25) pounds. Combined weight of both pets must not exceed fifty pounds. No Pit Bull's or other aggressive animals are allowed in the complex at any time.
2. Outside the residence all animals **MUST BE ON A LEASH AT ALL TIMES AND UNDER THE CONTROL OF THE PET OWNER**. Owners that allow their pets to run free will be fined the maximum amount.
3. Pets must not be permitted to litter the lawns or sidewalks. Any litter deposited by an animal must be picked up immediately by the owner and deposited in a trash receptacle. Pet owners are required to carry "litter bags" and/or "pooper scoopers" with them when they walk their animals. Any instance of an Owner or Guest NOT picking up after their pet will be charged a \$20.00 fee per instance of the management personal having to remove your pets waste. There are CCTV cameras located in several locations through out the community. Please, use common courtesy and consideration for your fellow residents. When, you as a pet owner, take care of your pet, you do not impose the unpleasant burden on anyone else.
4. Do not allow your pet to urinate on the lawns or shrubs. The urine will kill the grass and shrubs and cost you money to replace it.
5. Pet owners will be responsible for any damage to the common area caused by their pet. Further, they will be responsible and personally liable for any injury caused by the pet.
6. The Board authorizes animal control, the management company or other entity to take legal action against any owner permitting their pet to continue to make excessive noise.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or in any residence. Dogs and cats and other household pets may not be maintained for commercial use.
8. Barking and aggressive dogs will not be tolerated. Your neighbors don't have to be subjected to unruly and constantly barking dogs. Residents who are disturbed by an animal are urged to first contact the pet owner for relief, if possible, and if unsuccessful contact the management company at 936-333-5282
10. Animals shall not be tied to trees, shrubs, fences or posts that are the Associations responsibility to maintain.

## **SECTION H VEHICLES AND PARKING**

1. Each homeowner is deeded a designated parking area. You may use only that space designated to you. Absolutely no parking on the concrete portion of the roadway through the park for any reason other than loading or unloading of large household items for a short time. **Parking or driving of vehicles on any grass or landscaped area is strictly forbidden. The cost to repair or replace any damage to landscaping or infrastructure will be levied against the Owners unit.**
2. Guest parking is limited to the areas marked "GUEST PARKING ONLY". Residents are restricted from parking in any guest space. Non-compliance will result in a fine. Parking in "Guest Parking Only" areas is limited to forty eight (48) hours only.
3. Parking in any unauthorized space will result in your vehicle being towed at your expense.
4. Campers, trailers, motor homes, boats, boat trailers or commercial Vehicles or trucks, larger than a pick-up, may not be parked anywhere in the complex without prior written permission by the Board of Directors. Recreational vehicles may be parked for a period of two (2) hours for loading or unloading, however being hooked-up is prohibited without prior written permission by the Board of Directors.
5. No vehicle of any type may be "stored" anywhere in the complex.
6. Vehicle repairs, oil changes and engine overhauls shall not be done in the complex. Carports must be kept free of all oil and grease residue.
7. Residents are responsible for their guests' parking. Do not permit guests to park in unauthorized parking spaces, or impede traffic in any way. Their vehicles will be towed, at vehicle owners expense.
8. No vehicle shall be left in a condition that will constitute a fire hazard, anywhere on the property.
9. No vehicle, automotive or otherwise will be operated on any of the lawns or planted areas of the complex. This includes bicycles, skateboards and/or roller blades.
10. Entry and exit gates shall be kept dosed at all times except when entering and exiting the property.
11. No storage in parking areas.
12. The speed limit in the complex is 12 MPH. Anyone driving faster than the posted speed will be fined according to the schedule.

## SECTION I WINDOWS & DOORS

1. 2 inch wide or greater Horizontal or Vertical blinds in either white or off-white must be installed on all windows. Curtains, drapes, shutters or blinds may be installed as inner window coverings only. No window shall be covered with aluminum foil or any similar material.
2. It is the responsibility of each owner or tenant to keep the windows of their unit clean.
3. Owners are responsible for promptly replacing any broken blinds, broken windows or torn and damaged screens.

## SECTION J SIGN REGULATIONS

No signs may be displayed without the written approval of the Board of Directors or allowed by Texas State Law, other than "for sale" signs not larger than 24"x36" advertising the unit for sale. The sign may only be displayed directly in front of the owners unit. Declarant is allowed to use signs to promote the project and as sales aids.

## SECTION K ARCHITECTURAL CONTROL

1. The Association shall provide all maintenance of the common areas. Exterior maintenance of the units shall be provided by the UNIT Owner, on a scheduled basis. Requests for improvements must be submitted in writing to the Board of Directors or Architectural Control Committee along with a set of plans or sketches showing the specifics of the work proposed.
2. No alterations or additions to the exterior of any unit may be made unless requested by the Owner and approved in writing by the Board of Directors or Architectural Control Committee.
3. No exterior clothesline may be erected; there shall be no drying or laundering of clothes, bedding or other items of like nature on the fences, walls, patios, balconies or windows. This includes drying of bathing suits.
4. All seasonal decorations will be removed within two weeks following the holiday.
5. Bar B Q grills must be placed in the Exclusive Use Area. They are not allowed on decks or under carports.
6. The exterior of all UNITS are the responsibility of the Owner. Faded, chipped or peeling paint on UNITS must be repaired as needed. Roofs will be kept clean and in good condition. Metal roofs will be recoated as needed to cover rusted or discolored areas.

## SECTION L RENTAL REGULATIONS

1. **Other than the Declarant's Rental Pool Stonewood is an owner occupied community. No unit may be rented or leased by anyone other than the Declarant. Any Owner that rents, leases or allows anyone other the Declarant to rent or lease any Unit will be be sent a Cease and Desist letter with a 7 day notice to "Cancel and/or Rescind the lease or rental agreement after which legal action will be filed with the courts seeking an Injunction and damages from the Unit owner.**

## THE VILLAGE OF STONEWOOD CONDOMINIUMS RULES AND REGULATIONS

**SECTION M  
EXCLUSIVE USE AREAS**

1. Each owner shall have the right to place conventional patio furniture and potted plants upon any patio or exclusive use area. No decorations or decorative flags shall be attached to the exterior of any unit visible from the common areas. Flags of the USA and /or Texas are exempt from this rule. Owners will keep their respective "Exclusive Use Areas" neat, clean and free of trash and litter.
2. All UNIT Owners will keep their Exclusive Use Areas watered, mowed and weeded. Unit Owners are also responsible for the watering of the areas adjacent to their unit shown on the "Landscape Care Addendum" related to their unit and any other action required to maintain the quality of the complex as deemed by the Architectural Control Committee.
3. The Exclusive Use Area, Carport and Decks are not to be used as "storage areas".

**These Rules and Regulations may be altered by the Board of Directors from time to time as the need arises.**