

The Villages at WestPointe Home Owners Association Comprehensive Rental Standards and Management Plan

Effective 18 May 2023 and supersedes all previous versions

Our association appreciates Landlords that take the time to manage and repair their properties, screen their Tenants, and make sure that the rental component is in keeping with the ownership portion of our community.

The following rules have evolved over the past several years and updated after considerable research of the Texas property code and consultation with legal counsel. The Board of Directors of the Association has created and filed for record with the County the Comprehensive Rental Standards and Management Plan ("CRS").

The plan is comprised of 7 sections:

- 1. Administrative Set Up of Landlord Account**
- 2. Screening**
- 3. Administrative Costs and Procedures**
- 4. Inspections**
- 5. Insurance**
- 6. Enforcement**
- 7. Landlord Information**

SECTION 1 -- ADMINISTRATIVE SET UP OF LANDLORD ACCOUNT

1. As soon as you close on a new rental property it is important that you submit by email your new deed and other proof of ownership documents. The HOA cannot allow you any access, or even set up an account without these. You could wait for the title company to send them over; however, this generally takes 2-4 weeks.
2. Email all the above documents to the HOA at Support@wdhoa.com.
3. Once these documents are received it generally takes 3 business days to establish your Landlord Account and add your property to your account.
4. Next you need to set up your Landlord Account at **wdg.cincwebaxis.com** after your master account is established. If you have multiple properties, they can easily be added to the master account with one Password.
5. Once your account is set up then you are eligible to have registered Tenants provided you follow the rules below.



SECTION 2 – SCREENING

The board has determined that it is in the best interest of the community as a whole to provide clear rental guidelines as provided in state law which ensure equal treatment of all Landlords while protecting property values and ensuring the health, safety, and welfare of the community as a whole including Landlords and Tenants themselves.

Accordingly, each rental unit must be subject to fair, equitable, and rigorous screenings.

HOA Approval is REQUIRED prior to issuance of a Lease.

1. It is the responsibility of the Landlord to review and retain a copy of a government issued ID to verify the identity of a Tenant for a rental.
2. Prior to issuing a lease each Landlord must conduct a registered sex offender check and print out a copy of this certification that proves none of the adults who will be occupying the rental unit have been convicted of a sex crime and placed on the registry. This must be submitted to the HOA along with their application. The required website for this database is:

<https://www.nsopw.gov/> and <https://publicsite.dps.texas.gov/SexOffenderRegistry>

3. Additionally, prior to issuing a lease, each Landlord must complete the Landlord Agreement Acknowledgement and have the Tenant complete the Tenant Agreement Acknowledgement, run a background check and print out a copy which is provided to the HOA with the rental application documents verifying that no adult who will be occupying the rental unit has ever been convicted of a felony related to manufacturing or distribution of narcotics, or drugs of any type. This applies to additional persons moving into the leasehold even if the base Tenant does not change. The required website for this database is:

<https://publicsite.dps.texas.gov/DpsWebsite/CriminalHistory/>

4. At the expiration of the lease period or at least annually Landlords must re-certify each adult Tenant/occupant on both of these issues and if any adult Tenant or occupant has subsequently been convicted as described above the Landlord may not renew the lease unless that individual moves out and is never allowed to be a guest by the Tenant. In the event the recertification finds the issues described above the Landlord must notify the HOA within 24 hours and provide proof they have begun immediate action or suit within in this 24-hour period to remove the individual from the community.

Failure to abide by these rules will prohibit the HOA from accepting the lease as well as subject the Landlord to a \$25 dollar per day fine for each day they are in violation of these rules.

These rules are solely to protect the health, safety, and welfare of our community, protect our children, and maintain property values and quality of life.



SECTION 3 -- ADMINISTRATIVE COSTS

The Board has determined that the cost of processing an application for each rental is weighing unfairly on the members of the HOA who are not party to the transaction. As such, until updated the HOA has imposed a **\$150.00 per rental processing fee**. Payment is the responsibility of the Landlord and must be paid by them not the Tenant, although Landlord is free to seek reimbursement from the Tenant.

This fee must be submitted along with proof of screening and proof of insurance as described below by the Landlord. Both Landlord and the Tenant must sign the Agreement Acknowledgement enclosed (not a Lease Document) prior to moving in or being issued access to any onsite amenities.

Failure of a Landlord to do this may result in denial of access to the community amenities until such time as these have been completed. Should the Landlord allow a Tenant entry circumventing these rules they will be subject to up to a \$200 per day fine and Suit.

SECTION 4 -- INSPECTIONS

To ensure that each rental in the community is safe for the Tenant and the community as a whole and meets the basic standards of habitability, the Board has adopted the standards established by HUD for their rental programs as a **MINIMUM** rental standard within our community.

To ensure fair and equitable inspections are conducted, without the potential of uneven inspections and to place responsibility on the party profiting from this rental the HOA will require certification, every year, by a certified inspector that they have conducted a thorough inspection of the rental premises and certify that this unit would meet the base standards for HUD assisted housing. Homes which have been constructed during the past 7 years will be excluded from this inspection provision until the residence is 7 years old.

This certification must include the name and registration number of the Inspector and proof they are currently licensed or approved by HUD, the State of Texas, or Texas Real Estate Commission (TREC) for these types of inspections.

This HUD Certification must be delivered to the HOA annually and kept on file by Landlord for all new and subsequent rentals for two years (when a new inspection is required).

SECTION 5 -- INSURANCE

To protect the Tenant and ensure that Landlords have sufficient security to protect the community at large, all rental properties must be insured. The minimum standards adopted in this comprehensive plan are:

1. \$100,000 per occurrence coverage from an A rated carrier licensed to transact business in Texas. The policy must remain in effect during the life of the lease. Landlord must notify the HOA no less than 10 days prior to any policy cancellation.
2. If the Landlords have permitted animals or emotional support animals, then these animals must be listed as specifically covered under the policy.
3. A copy of the insurance must be provided with each new rental application unless the current policy on file with the HOA has not yet expired and will not expire during the course of the lease.



SECTION 6 -- ENFORCEMENT

Our system is designed to make life fair and easy for all Landlords however failure to abide by these standards as adopted by the HOA Board, published, and filed for record in the real property records of the County shall subject the Landlord to a daily fine of up to \$200.00 for each individual violation without limit. Please review the DCCRs (available at **wdg.cincwebaxis.com**) and provide a copy to your Tenants so that everyone is aware and can follow the rules.

PAYMENT OF ANNUAL AND SPECIAL ASSESSMENTS, OTHER FEES, AND FINES

These are the responsibility of the Landlord and must be **paid directly by Landlord or its Agent to the Association, No payments are allowed directly to the HOA by the Tenant.** The Landlord may seek reimbursement from the Tenant.

We prefer you use your portal and have an online experience

WDG.CINCWEBAXIS.COM

If You Must Mail Payments, Please Mail ONLY the check with a reference to the property to:

The Villages at WestPointe Home Owners Association
C/O WDHOA Association Management
P.O. Box 293085
Lewisville, TX 75029-3085

DO NOT SEND ANYTHING BUT PAYMENT TO THIS ADDRESS IT WILL BE DESTROYED

SECTION 7 – LANDLORD INFORMATION

It is the desire of the HOA to increase the membership's property values as well as provide for the health, welfare, and safety of the entire community. We are sure that you support these same goals and will help us in preserving these values.

Our Deed Restrictions call for the property owners and you as the Landlord to be responsible for the Tenants and the actions of their family members and guests.

This partial list of guidelines below are some of the most common issues you or your Tenants may encounter. For full information please refer to the DCCRs located at **wdg.cincwebaxis.com**.

Section 3.10-- Storage of Automobiles, Boats, Trailers, and Other Vehicles prohibits parking and storage on any part of the Lot, easement, right-of-way, or Common Area unless concealed from public view inside a legally permitted garage provided the doors may be closed and secured. Only working noncommercial vehicles may be parked in driveway and NO PARKING is allowed on the streets.

Section 3.12 -- Lists the restrictions for Household Pets. Common household pets have been defined as dogs or cats ONLY and are limited to a maximum of three (3) pets per property. Inherently dangerous breeds such as Pit Bull Terriers, Dobermans, and Rottweilers are prohibited.

Section 3.15 -- Addresses general maintenance issues which include mowing, please ensure you have sufficient mowing services included in your leases to avoid potential fines if your Tenants do not maintain their landscaping.

Section 3.16 -- Prohibits any use of Signs, Advertisements, Billboards, or Flags on any Lot. No Rental Signs are permitted on the exterior of any Home.

Section 3.18 -- Describes our Noise Standards which are strictly enforced and have specific decibel levels allowed at the property line and are time specific.

Section 3.24 -- Prohibits registered sex offenders to rent or live in a rental within our community. Also, Texas Property Code allows for a HOA to exclude people convicted under federal or state law of the illegal manufacturing or distribution of a controlled substance. Our community has adopted this position, and such people may not become Tenants of the community.

Section 3.25 -- Calls for a maximum number of occupants per residence. This limits adults to no more than three (3) persons and children to no more than six (6) persons within one property.

Section 3.38 Requires the Property Owner to submit the Landlord Agreement Acknowledgement, Tenants Agreement Acknowledgement, and any related items described in both acknowledgements to the HOA at least three (3) days prior to Tenant occupancy. The HOA does not participate in screening your Tenants and does not retain personal information such as medical, SSN, or other protected data. Secure information should be redacted prior to submission to the HOA, or the application will not be accepted. After all information has been received at the HOA office, and it meets the community standards authorization will be given. Only then may the TENANT move in.

Section 3.39 -- Requires approved window coverings at all times.

It is important that you inform your Tenants that they may not park on the roads. It is your responsibility to provide sufficient paved off-road parking for all your Tenants. Fines will be assessed for violations.

Please note that there are fines which may be assessed against your property if your Tenant violates our Deed Restrictions. It is, therefore, in your best interest to make sure that your Tenant is aware of our rules and abides by them. Should you have any questions concerning this letter please contact the HOA office.

We welcome you to the community and trust you will help us continue to protect the Health, Safety, and Wellbeing of each resident as well as insuring the protection of Property Values.

Board of Directors

The Villages at WestPointe Home Owners Association



THE VILLAGES AT WESTPOINTE Landlord Agreement
Acknowledgement

This form must be completed, signed by the owner, and include the \$150.00 Processing fee. This must be received by the HOA office and APPROVED no less than **3 days prior to the beginning of a rental period.**

Name of Property Owner (Please Print): _____

Phone # _____

Owner Email _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Other Parties/Property Management authorized to act on behalf of the Landlord:

_____ Phone _____

Rental Property Information

Section _____ Block _____ Lot(s) _____ Bedrooms _____

EMS Street (911) Address _____

Required Documents to Complete Rental Package

- _____ Background Checks
- _____ Insurance Policy (unless on file already)
- _____ Inspection (unless N/A due to property age or on file already)
- _____ Processing Fee (\$150.00 per rental)
- _____ Tenant Agreement Acknowledgement

I have received, understand, and agree to abide by the current Community Comprehensive Rental Standards and Management Plan and have filed a copy of the schedule page for my liability insurance with the HOA office. I understand this may be updated from time to time and that the current version will always be available online at **wdg.cincwebaxis.com.**

I understand and agree that I am responsible for all actions of my Tenants.

I certify that no Tenant is a registered sex offender, nor has any Tenant been convicted under federal law or the law of any state of the illegal manufacturing or distribution of a controlled substance. Any and all taxes related to the rental have been paid.

I agree to hold the HOA and management company harmless for all purposes, including property damage, personal injury, and death to people or pets related to my rental of property.

Signature of Property Owner: _____ Date: _____

Email to HOA at Support@wdhoa.com



THE VILLAGES AT WESTPOINTE Tenant Agreement Acknowledgement

Rental Address: _____

Welcome to [The Villages at WestPointe](#). We hope that you will enjoy living in our community. For the benefit of our membership, the association has deed restricted the property in the subdivision and we recommend that you review these requirements prior to moving into [The Villages at WestPointe](#). Most people welcome these restrictions and if you feel this way, we welcome you and feel confident that you will enjoy our incredibly special property. These Restrictions can be viewed or downloaded at wdg.cincwebaxis.com.

There are many deed restrictions. However, we have found most renters are concerned with just a few:

Occupancy of any residence in the community is limited to 3 adults and 6 children as a maximum. No guests may stay more than 15 days during any one month or 30 days per year. Adults are any persons over the age of 18, unless mentally diminished, regardless of relationship to primary and secondary renter.

No vehicles may be parked on the Roads, Easements, or the grass and all vehicles must be insured, licensed, and used on a regular basis on the roads of Texas.

No vehicle maintenance may be done except in a garage or behind a secure fence not visible from the road.

There is no drug usage permitted in [The Villages at WestPointe](#). If any member of your family or a guest is arrested for drug possession you agree that this is grounds for immediate termination of your lease.

All pets must be confined to your property, or on a leash when not on your property. Please refer to Section 3.12 for more pet related restrictions.

No loud music or sounds are permitted pursuant to Section 3.18 in the DCCRs.

In the event that the association receives a complaint, we will advise your Landlord by letter which may incur fine followed up, if necessary, by further action.

You agree to hold [The Villages at WestPointe](#) HOA and its management company harmless for all purposes, including property damage, personal injury, and death to people or pets related to your rental of property.

Homes cannot be rented to registered sex offenders or those convicted of the illegal manufacture or distribution of a controlled substance.

RENTERS:

Tenant Proposed Arrival Date: _____ Scheduled Lease Ending: _____

Number of Occupants Adult _____ Children (under 21) _____

PRIMARY RENTER NAME: _____ DOB _____

Present Address _____ City _____ State _____

Tenant Phone Number _____

Tenant Email: _____



SECOND RENTER NAME: _____ DOB _____
Present Address _____ City _____ State _____
Tenant Phone Number _____
Tenant Email: _____

Children:

Child 1 Name _____ DOB _____
Year in School _____ Present School _____ City _____

Child 2 Name _____ DOB _____
Year in School _____ Present School _____ City _____

Child 3 Name _____ DOB _____
Year in School _____ Present School _____ City _____

Child 4 Name _____ DOB _____
Year in School _____ Present School _____ City _____

Child 5 Name _____ DOB _____
Year in School _____ Present School _____ City _____

Pets: Only Cats and Dogs are Permitted No Rottweilers, Pit bulls (regardless of mix) or Dobermans allowed.

Pet 1 Description: _____ Weight _____

Pet 2 Description: _____ Weight _____

Pet 3 Description: _____ Weight _____

Vehicles:

License plate for Primary Renter: _____

Year _____ Make _____ Model _____

License plate for Secondary Renter: _____

Year _____ Make _____ Model _____



I/we understand and agree by occupancy that we will be bound by the deed restrictions, rules and regulations as well as by-laws of the association. (Available at the HOA website **wdg.cincwebaxis.com**). I/we agree that our Landlord has provided a copy of the Declaration of Restrictive Covenants, Conditions and Restrictions, otherwise known as the deed restrictions.

I/We have read and understand the above and agree to require our guests to abide by them as well.

Primary Renter _____ Date _____

Second Renter _____ Date _____

Please go online and register as a Tenant in the Portal. It's quick, simple and will help get you into the loop on issues and make communication easier.

To Register just go to wdg.cincwebaxis.com all you need is your address to get started. Please make sure you enter your email and phone numbers as this is how the association keeps folks informed with newsletters.

