

**CORPORATE CERTIFICATE  
OF  
HOLLISTER OAKS HOMEOWNERS ASSOCIATION, INC.**

Relating to the adoption of

**AMENDED AND RESTATED  
RULES AND REGULATIONS REGARDING PARKING**

These Amended and Restated Rules and Regulations Regarding Parking amend, restate, and replace, in their entirety, those certain "Rules and Regulations Regarding Parking" filed for record under County Clerk's File No. RP-2020-420462 of the Real Property Records of Harris County, Texas.

The undersigned Officer of Hollister Oaks Homeowners Association, Inc., a Texas non-profit corporation (the "Association"), the corporation set forth and described in: (i) the "Declaration of Covenants, Conditions, Restrictions for Hollister Oaks" recorded under Harris County Clerk's File No. RP-2016-487480 of the Real Property Records of Harris County, Texas, and all amendments thereto as (said recorded documents and all exhibits and amendments thereto being referred to as "Declaration"); and (ii) the Bylaws of the Association, recorded under Harris County Clerk's File No. RP-2016-490444 of the Real Property Records of Harris County, Texas ("Bylaws"); does hereby certify that that at a regular meeting of the Board of Directors ("Board") of the Association held on March 25, 2021, with at least a majority of the Board of Directors being present, the following resolutions were duly made and approved by the Board of Directors:

**[Capitalized terms used herein have the same meaning as set forth in the Declaration]**

**WHEREAS**, pursuant to that certain "Declaration of Covenants, Conditions, and Restrictions for Hollister Oaks" recorded under County Clerk File No. RP-2016-487480 of the Real Property Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), and the Bylaws of the Association, recorded under Harris County Clerk's File No. RP-2016-490444 of the real Property Records of Harris County, Texas ("Bylaws") of the Association, the Association is responsible for administering the Common Areas, Common Maintenance Areas of the **HOLLISTER OAKS** subdivision (the "Property") and the Restrictions governing the Property; and

**WHEREAS**, section 7.2 of the Declaration prohibits vehicles from being parked or stored in an area visible from any street with the Property, except that passenger automobiles, motorcycles, passenger vans and pick-up trucks (with certain limitations as fully described in the Declaration) may be parked in any garage or driveway; and

**WHEREAS**, the Board interprets section 7.2 of the Declaration in its current form to prohibit vehicles from being parked on the streets of the Property; and

**WHEREAS**, section 7.2 of the Declaration authorizes the Association through the Board of Directors to designate driveways, roads, parking lots or other areas within the Property for vehicular use; and

**WHEREAS** section 7.34(a) of the Declaration authorizes the Association through the Board of Directors to adopt, amend, repeal, and enforce Rules and Regulations for the use of private streets, including (i) Identification of vehicles used by Owners and Residents and their guests; (ii) Designation of parking areas and no-parking areas, and loading/unloading zones; (iii) Limitations or prohibitions on street or parking; Removal or prohibition of vehicles that violate applicable rules and regulations; and (v) Fines for violation or applicable rules and regulations; and

**WHEREAS**, (i) Section 204.010(a) of the Texas Property Code authorizes the Association, acting through its Board of Directors, in subsection 6, to regulate the use, maintenance, repair, replacement, modification, and appearance of the Property; in subsection 19, to exercise other powers conferred by the restrictions, its articles of incorporation, or its bylaws; in subsection 20, to exercise other powers that may be exercised in this state by a corporation of the same type as the property owners' association; and in subsection 21, to exercise other powers necessary and proper for the governance and operation of the property owners' association); Section 204.010(b) of the Texas Property Code provides that the powers enumerated by such section are in addition to any other powers granted to a property owners' association by this chapter or other law; (ii) Article II, Section 2.2 of the Declaration provides that "Every Owner will have the right and non-exclusive use, access and enjoyment in and to the Common Areas, subject to any limitations set forth herein, including, without limitation, the following: (a) the right of the Association to establish and publish rules and regulations governing the use of the Common Areas and/or the Lots; (iii) Article III, Section 3.7 of the Bylaws provide that "...the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs and operation of the Association and for the operation and maintenance of the Property as may be required or permitted by the Declaration, these Bylaws, the Certificate of Formation and Texas Law... ..The Association, acting through the Board of Directors, may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members..."; and (iv) Article III, Section 3.8 of the Bylaws provide that "...The powers and duties of the Board of Directors shall include, without limitation: ...making, amending and enforcing policies, resolutions, rules and regulations governing the administration and operation of the Association..."; and

**WHEREAS**, pursuant to the authority provided by the Texas Property Code, Declaration, and the Bylaws, the Board of Directors of the Association heretofore adopted those certain "Rules and Regulations Regarding Parking", as set forth in that certain "Corporate Certificate of Hollister Oaks Homeowners Association, Inc. relating to the adoption of Rules and Regulations Regarding Parking" recorded under County Clerk: File No. RP-2020-420462 of the Real Property Records of Harris County, Texas (the "Parking Rules"); and

**WHEREAS**, the Board of Directors of the Association has deemed it necessary and desirable to amend the Parking Rules; and

**WHEREAS**, pursuant to the authority provided by the Texas Property Code, Declaration, and the Bylaws, the Board of Directors of the Association hereby amends the Parking Rules by deleting same in their entirety and replacing same with the Amended and Restated Rules Regarding Parking as set forth herein.

**NOW THEREFORE**, the Board of Directors of the Association does hereby adopt the following Amended and Restated Rules and Regulations titled "**AMENDED AND RESTATED RULES AND REGULATIONS REGARDING PARKING.**" Formal notice is hereby given to all existing Owners of Lots and Dwellings in the Property and to all future Owners of Lots and Dwellings in the Property that from and after the effective date set forth below, the following "**AMENDED AND RESTATED RULES AND REGULATIONS REGARDING PARKING**" shall be in full force and effect, and shall amend, restate, replace, and supersede the prior Parking Rules in their entirety:

### **DEFINITIONS**

For purposes of this document, the following definitions apply:

(1) "Vehicle" means a device in, on, or by which a person or property may be transported, including an operable or inoperable automobile, truck, motorcycle, recreational vehicle, trailer, and such other devices as from time to time as may be specified by applicable Rules and Regulations.

(2) "Occupant Vehicle" means each and all permitted Vehicles as to each Lot which are owned and/or operated by (i) any single family member or other occupant residing at the Lot, and any housekeeper and any other domestic staff or personnel as to each single family residence, regardless of the duration the vehicle is parked, stored, operated or kept within the Subdivision, and (ii) any other person visiting or staying at the Lot or who otherwise parks, stores, operates or keeps any vehicle within the Property at any time during and for any duration of time during a day for any three days or more in any calendar week, or on any five days or more in any calendar month or in any consecutive 30-day period.

(3) "Corner Lot" means the lots with black circles as indicated on "Exhibit B" hereto.

(4) "Plat" means the map or plat of Hollywood Gardens Partial Replat No. 2 Replat No. 1, recorded under Film Code No. 676035 of the Map Records of Harris County, Texas.

### **AMENDED AND RESTATED RULES AND REGULATIONS REGARDING PARKING**

#### **1. Identification of Vehicles Used by Owners and Residents**

(1) The Owner of each Lot and their occupants and tenants, as applicable, must provide to the Association upon not less than ten days written notice a fully completed, dated and signed "Owner/Resident Information Form" which, among other matters, identifies by make, model, color and year all Occupant Vehicles to be parked, kept or stored within the Property as to such Lot, and which states as to each identified Occupant Vehicle the current license plate and state of issuance, the primary operator of the Occupant Vehicle and the relationship of the operator to the Owner, occupant, or tenant, as applicable. The Owner/Resident Information Form utilized as of the date of the adoption of these rules is attached as Exhibit "A"; this form is subject to future modification (current and/or revised forms may be obtained from the Association's managing agent).

(2) After initial registration of all Occupant Vehicles, the Owner of each Lot and their occupants and tenants, as applicable, must provide to the Association not less than ten days after obtaining a new Occupant Vehicle or a new license plate number for an existing Occupant Vehicle, a fully completed, dated and updated "Owner/Resident Information Form" for the purpose of updating the vehicle information and identifying by make, model, color and year of the Occupant Vehicles to be parked, kept or stored within the Property as to

such Lot, and which states as to each Identified Occupant Vehicle the current license plate and state of issuance, the primary operator of the Occupant Vehicle and the relationship of the operator to the Owner, occupant, or tenant.

**2. Designation, Limitation, and Prohibitions on Reserves C and D Parking**

(1) Guest Parking has been constructed in Restricted Reserves "C" and "D" as so designated on the Plat. These spaces are designated and restricted to Guest Parking. In addition, Guest Parking shall be allowed in the areas described in Section 3(1)(d) hereof.

(2) Occupant Vehicles may not be parked in any Guest Parking area at any time. Guest Parking is available on a first-come first-serve basis for guests only. No Guest Vehicle may remain in a Guest Parking space for more than (i) THREE DAYS OR MORE DURING ANY CALENDAR WEEK, OR (ii) ON ANY FIVE DAYS OR MORE IN ANY CALENDAR MONTH.

**3. Designation, Limitation, and Prohibitions on Street Parking**

(1) The Owner of each Lot and their tenants, occupants, and guests, as applicable, shall not cause or facilitate a Vehicle or Occupant Vehicle to be parked in or on the side of any street in the Property, except as follows:

(a) Temporary parking on the side of a street is permitted (i) by Occupant Vehicles, guests and invitees, and by pick-up or delivery services, solely for purposes of loading and unloading of passengers and cargo, and (ii) by other vehicles in connection with the maintenance, repair or reconstruction of a residence or other improvement. "Temporary parking" means only for so long a period of time as is reasonably necessary to complete loading, unloading, pickup or delivery, with such activity commenced promptly after the vehicle is parked and completed promptly thereafter. Any parking in excess of thirty consecutive minutes or one hour in any day is presumed not to be temporary. Pick-up or deliveries (such as moving in or out of a residence), or maintenance, repair or reconstruction requiring longer than thirty consecutive minutes or one hour in any day must be conducted in such manner as to minimize interference with traffic and pedestrian ingress and egress;

(b) if the lot is not a Corner Lot, and only if at least one vehicle or occupant vehicle is already parked in such lot's garage, vehicles or occupant vehicles associated with such lot may park on the same side of the street as such lot and directly in front of such lot;

(c) if the lot is a Corner Lot, and only if at least one vehicle or occupant vehicle is already parked in such lot's garage, one vehicle or occupant vehicle associated with such lot may park on the same side of the street as such lot and directly in front of such lot and a second vehicle or occupant vehicle may park on the side of the street directly to the side of the habitable improvement on such lot; and

(d) in addition to the Guest Parking in Reserves C and D, guest vehicles associated with a lot, subject to the same restrictions on Reserves C and D Parking, may park:

(i) along the north side of Rosewood Grove Lane directly in front of the backyard side fences of the Corner Lots which border Rosewood Grove Lane;

(ii) along the south side of Live Oak Grove Lane directly in front of the backyard side fences of the Corner Lots which border Live Oak Grove Lane; and

(iii) along the east side of Barrell Oak Drive directly in front of the backyard side fence of the Corner Lot which borders Barrell Oak Drive.

**For an approximate reference guide to the location of the guest parking areas described in (I), (II), and (III) above, please refer to the areas marked with filled black boxes on "Exhibit B".**

(2) When a Vehicle or Occupant Vehicle is otherwise permitted under these Rules and Regulations to park on the side of a street within the Property, the following limitations and prohibitions always apply:

- (a) No parking within ten (10) feet of a fire hydrant;
- (b) No parking within ten (10) feet of an intersection;
- (c) The vehicle must be touching or within 6 inches of the curb;

(d) Except for temporary parking, the vehicle must be parked in the direction of traffic for that side of the street.

#### **4. Remedies for Violation of Applicable Rules and Regulations on Parking**

(1) Owners who fail, violate, or otherwise refuse to comply with these rules and regulations shall be subject to the levy of an initial fine for each violation in an amount not less than Two Hundred Dollars (\$200.00), with subsequent fines of not less than One Hundred Dollars (\$100.00) *per day* after the Owner has received notice of the initial violation for so long as the initial violation has not been cured. The Board of Directors shall have the continuing authority at any time and from time to time, to modify (whether by a decrease or increase) the amount of the fines levied pursuant to this paragraph.

(2) Towing; Other Remedies. The Board or its designated representative may cause any vehicle which is parked, stored or maintained in violation of these Rules and Regulations, or in violation of any ordinance, statute or other governmental regulation, to be removed from the Property to any vehicle storage facility within Harris County, Texas, at the sole cost and expense of the person owning such vehicle and/or the owner and/or tenant as to whom such person is a visitor, guest, invitee or other related party. The Association may contract with a towing company which is licensed, bonded and insured as required by the Texas towing/booting statute (Texas Occupations Code, Chapter 2308, as amended) to provide requisite signage and other notices and for the towing of vehicles parked or otherwise kept or stored in violation of these Rules and Regulations. All rights and remedies as aforesaid are cumulative of any other rights or remedies of the Association or its Related Parties.

#### **Towing may be immediate and without prior notice if:**

- (a) any vehicle obstructs vehicular entry or exit of the Property;**
- (b) any vehicle prevents a vehicle from entering or exiting a driveway apron serving a garage;**
- (c) any vehicle is in or obstructs a marked or designated "No Parking" area of "Fire Lane"; and/or**
- (d) any vehicle parked in a Public Street is leaking a fluid that presents a hazard or threat to persons or property.**

OWNERS AND THEIR OCCUPANTS AND TENANTS MUST OBTAIN FULL COMPLIANCE WITH THE PROVISIONS OF THIS SECTION BY THEIR RESPECTIVE RELATED PARTIES AND

Hollister Oaks Amended and Restated Parking Rules.RCL.021221

GUESTS, AND EACH IS JOINTLY AND SEVERALLY LIABLE FOR ALL VIOLATIONS BY THEIR RESPECTIVE RELATED PARTIES AND GUESTS.

**5. NOTICE OF LIMITED PARKING**

PARKING OF VEHICLES WITHIN THE PROPERTY IS STRICTLY LIMITED TO PARKING WITHIN THE DESIGNATION, LIMITATIONS, AND PROHIBITIONS AS ABOVE SET FORTH. IN ADDITION, GARAGE SIZES MAY LIMIT AVAILABLE PARKING. ANY LIMITATIONS AS TO AVAILABLE PARKING UPON ANY LOT, OR ELSEWHERE WITHIN THE PROPERTY, OR AS TO GARAGE SIZE, WILL NOT CONSTITUTE A BASIS FOR NONCOMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THESE RULES AND REGULATIONS, OR FOR ANY CLAIM OR LIABILITY WHATSOEVER AS TO THE ASSOCIATION OR ANY OF THEIR RELATED PARTIES. EACH OWNER OR OCCUPANT ASSUMES ALL RISKS REGARDING ANY AND ALL PARKING LIMITATIONS.

**6. REPAIR OF VEHICLES**

No person shall be permitted to perform work on any vehicle within the Property (whether within a garage or driveway apron), other than (i) temporary emergency repairs or other work required in order to promptly remove an inoperable or disabled vehicle from the Property; or (ii) routine maintenance or minor repair work on a vehicle within an enclosed garage, provided that: (a) such maintenance or repair work requires no more than forty-eight (48) hours to complete, (b) the maintenance or repair work is limited to the Garage where the vehicle is validly authorized to park, and (c) is performed in accordance with all restrictions imposed by these Parking Rules.

**7. VEHICLE OPERATION**

Each Owner/resident shall operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within the Property so as to minimize the risk of property damage and personal injury. The speed limit within the Project is 5 MPH.

**8. NUISANCES**

Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and/or the emission of any oil or other fluids. Other than to avoid a collision, no Owner/resident shall cause or permit the blowing of a horn of any vehicle in which such Owner/resident or his or her guest or family shall be occupants while on or within the private street or entering or exiting any garage within the Property. No Owner/resident shall cause or permit any vehicle to leak any fluid sufficient to stain the cement or parking surface of any portion of the private street or driveway apron, or that presents a hazard or threat to persons or property.

**9. CONFLICT PROVISIONS.**

These Rules and Regulations Regarding Parking are in no way intended to limit or supersede any contrary provision of the Restrictions (including, without limitation, the Declaration, the Certificate of Formation, or the Bylaws); and in the event of a conflict, the provisions of the Restrictions shall prevail.

The foregoing **AMENDED AND RESTATED RULES AND REGULATIONS REGARDING PARKING** shall be effective upon the recordation of this Certificate in the Real Property

Records of Harris County Texas as "dedicatory instrument" in accordance with Section 202.006 of the Texas Property Code.

**HOLLISTER OAKS HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation

By: Stacey Haack  
(signature)

Stacey Haack  
(name printed)

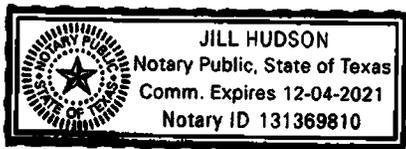
Its: President  
(title/position)

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 25<sup>th</sup> day of March, 2021, by Stacey Haack, President of **HOLLISTER OAKS HOMEOWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation..

Jill Hudson  
Notary Public in and for the State of Texas



RP-2021-164751

**EXHIBIT "A"**

**Hollister Oaks Homeowners Association  
Owner/Resident Information**

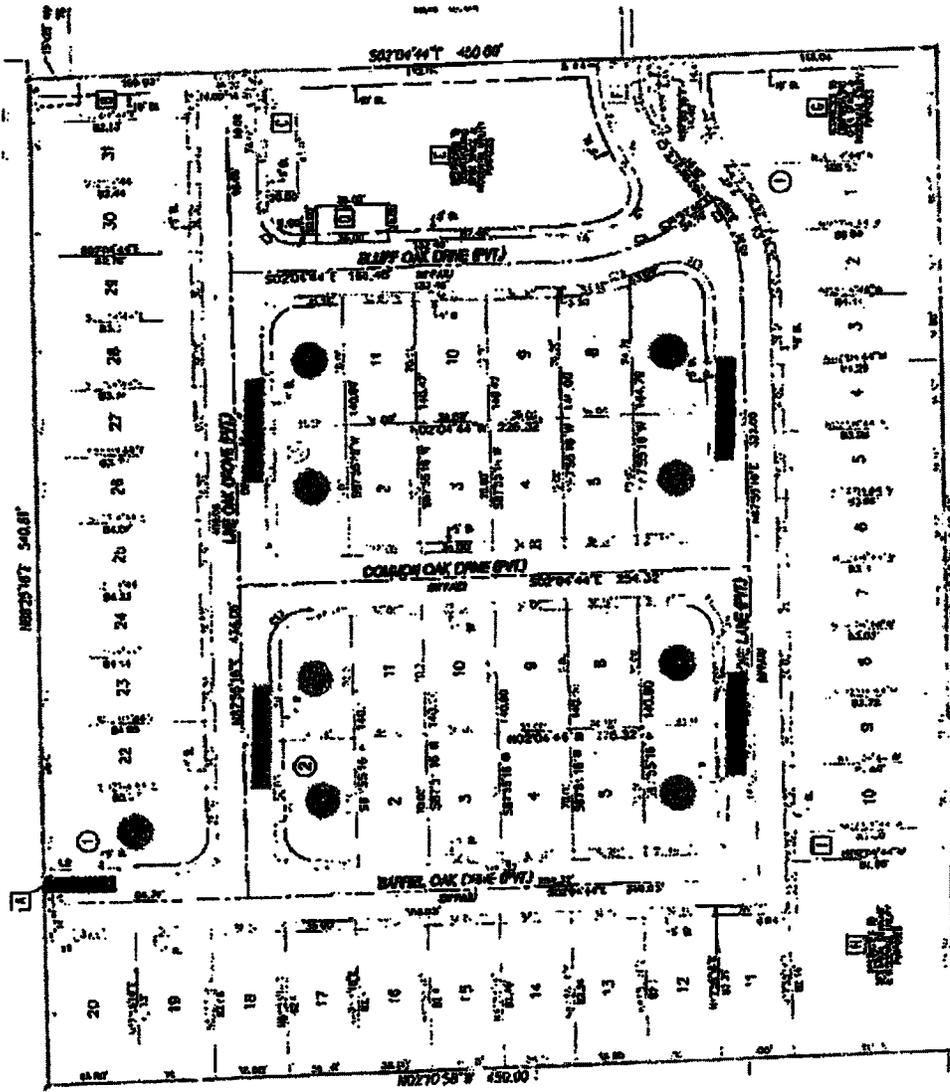
<b>Personal Information</b>	
Date	
Homeowner's Full Name	
Property Address	
Alternate Address for Correspondence	
Use Alternate Address for all Correspondence?	Yes or No (circle one)
Additional Resident(s)	
If Property is Leased, Renter's Full Name	
Renter's Phone Number & Email Address	
Homeowner's Home Phone	
Homeowner's Work Phone	
Homeowner's Cell Phone	
Homeowner's Email Address	
Contact In Case of an Emergency	
Emergency Contact Phone Number	
Car(s) Make, Model, Color & License Number (Please include information for all vehicles)	

Dear Homeowner,

In an effort to ensure your Association has your correct contact information, please provide the information listed above to the Association's current management company. It is vital the Association and Management Company have your correct information on file, as important correspondence is sent out on a regular basis.

RP-2021-164751

EXHIBIT "B"



= Approximate area of additional Guest Parking.

RP-2021-164751  
# Pages 10  
03/30/2021 07:42 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$50.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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 hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2021-164751