## MEMORIAL PARK VILLAGE II COMMUNITY ASSOCIATION, INC.

# RULES AND REGULATIONS ADOPTING A PARKING RULES AND REGULATIONS

[Terms not otherwise defined herein have the meaning as set forth in the Declaration]

WHEREAS, pursuant to (i) the Declaration, (ii) Certificate of Formation of the Association, a copy of which is filed under County Clerk's File No. 2008004895 of the Real Property Records of Harris County, Texas (the "Certificate of Formation"), (iii) the Bylaws of the Association, recorded under Harris County Clerk's File No. 2008004895, and any amendments thereto ("Bylaws"), and (iv) applicable law, the Association acting by and through its Board is responsible for the administration and operation of the Subdivision, the repair and maintenance of the Common Area, and the regulation of the use, modification, and appearance of the Lots and Common Area (the Declaration, Certificate of Formation, Bylaws, and other dedicatory instruments [rules and regulations, policies, etc.] adopted by the Board from time to time are collectively referred to as the "Governing Documents"); and

**WHEREAS**, pursuant to, and without limitation, Section 204.010(a)(6), and (8) of the Texas Property Code; and Article VII Section 7.20 of the Declaration: the Association is authorized to adopt rules and regulations applicable to and concerning the operation, use and occupancy of the Subdivision and the Community Properties (including the private streets therein), and to establish, levy, and collect fines for violations of the Governing Documents; and

WHEREAS, in particular, Article VII Section 7.20 of the Declaration provides the Association, acting by and through its Board, the right to promulgate, amend, modify, and delete such reasonable Rules and Regulations applicable to the operation, use and occupancy of the Subdivision, including all Lots and Community Properties (which include the private streets), as the Board may from time to time deem beneficial to the Subdivision, and that such authority shall include, but is not limited to: (i) the right to limit, in addition to the provisions of Section 7.03, the type and size of vehicles permitted within the Subdivision, traffic and parking regulations, speed limits, and other traffic control procedures, and the maximum permissible noise levels of vehicles within the Subdivision; and

**WHEREAS**, pursuant to the authority provided by the Texas Property Code and the Declaration, the Board has deemed it necessary and desirable to adopt Parking Rules and Regulations beneficial to and applicable to the Subdivision.

**NOW THEREFORE**, the Board of the Association does hereby adopt the following Rules and Regulations titled **"PARKING RULES AND REGULATIONS."** Formal notice is hereby given to all existing Owners of Lots and occupants of residences in the Subdivision and to all future Owners of Lots and occupants of residences in the Subdivision that from and after the effective date set forth below, the following **"PARKING RULES AND REGULATIONS"** shall be in full force and effect:

# PARKING RULES AND REGULATIONS ("Rules" herein)

#### I. REASONS FOR ENACTMENT

- 1. Lack of sidewalks. The Subdivision does not (and cannot) have sidewalks; therefore, residents must walk within the private streets.
- 2. Emergency Service Providers (Fire, Ambulance, Police) Access. The private streets in the Subdivision are sixteen feet (16') wide. This width is too narrow to accommodate parking as emergency vehicle providers will encounter access difficulties.
- Resident Access. Residents benefit from the ability to drive to and from their residence
  without the distractions of maneuvering around cars parked on the private streets.
  Residents also benefit from the ability to enter and exit their driveways without being
  blocked by a parked car.
- 4. Available Alternative to Street Parking. Every residence within the Subdivision has a two-car garage which is, per the restrictive covenants, designed to be used for the parking and storing of two (2) vehicles.
- 5. Home Values. Neighborhood appearance is a factor in home values. Neighborhoods with an abundance of vehicles parked on the street are less attractive to prospective buyers.
- 6. Disclaimer. The Association, its Board, Officers, employees, and/or managing agent shall not in any way be considered as insurers or guarantors of the safety, security, or well-being of any Owner, resident, or their respective guests or invitees. While the adoption of these Rules is intended to promote the safety of residents and their respective guests and invitees within the Subdivision, each resident and their respective guests and invitees shall be solely responsible for their acts or omissions, including negligence, in their use of the private streets for pedestrian use, vehicular use, or parking of vehicles. The adoption of these Rules may not be considered or relied upon as providing protection from accident or injury as to matters occurring within the private streets for the benefit of the residents, and/or their respective guests and invitees, and the rules set forth herein may not necessarily be monitored or enforced in "real time" whereby a violation could be addressed and/or mitigated as it occurs.

# II. RESTRICTIONS SET FORTH IN DECLARATION

The following restrictive covenants set forth in the Declaration are hereby incorporated by reference:

1. Preamble. PARKING BY OWNERS AND OTHER OCCUPANTS IS PROHIBITED UPON ANY SUBDIVISION STREETS, GUEST PARKING WITHIN THE

# SUBDIVISION MAY NOT BE AVAILABLE, AND AVAILABLE PARKING FOR ANY VEHICLE IS EXTREMELY LIMITED (SEE SECTIONS 7.03 AND 8.01.2).

- 2. Article VII, Section 7.03 Vehicles; Parking... 7.03.1 Prohibited Vehicles; Covers Prohibited. No boat, mobile home, trailer, boat rigging, truck larger than a three quarter-ton pick-up, recreational vehicle, bus, unused vehicle, inoperable vehicle of any kind (including any vehicle requiring same which does not have both a current license plate and current and valid state inspection sticker), and no unsightly vehicle as determined in the sole opinion of the Board, may be parked, stored, or kept at any time at any location within the Subdivision, including without limitation upon any Street or upon any private driveway or other part of any Lot, unless such vehicle is stored completely within a garage. Use of vehicle covers of any kind (except for vehicles parked completely in a garage) is prohibited.
  - ...7.03.2 Prohibited Parking General. No vehicle of any kind may be parked, stored or otherwise permitted to remain at any time(i) on grass or any other similar portion of any Lot or any other place within the Subdivision not intended customarily for use for parking of vehicles, or (ii) in a slanted or diagonal manner across any driveway or other designated parking space, or in any other manner other than as is customary for the type of parking space being used, or (iii) in such a manner as to obstruct or impede sidewalk, driveway or street access or usage, or in such manner that any part of the vehicle extends to any part of any street or common drive. No Owner or resident is permitted to park or store any vehicle on the Lot of another Owner or resident.
  - ...7.03.3 Parking. (a) OCCUPANT VEHICLES. IN THIS SECTION (AND THIS DECLARATION), "OCCUPANT VEHICLES" MEANS ANY PERMITTED VEHICLES AS TO EACH LOT WHICH ARE OWNED AND/OR OPERATED BY (I) ANY SINGLE FAMILY MEMBER OF THE RESIDENTS OF EACH LOT, AND (II) ANY OTHER PERSON VISITING OR STAYING AT THE LOT WHO PARKS THE VEHICLE WITHIN THE SUBDIVISION AT ANY TIME MORE THAN THREE DAYS IN ANY WEEK OR MORE THAN FIVE DAYS IN ANY CONSECUTIVE THIRTY DAY PERIOD. OCCUPANT VEHICLES MAY BE PARKED ONLY IN THE GARAGE OF THE RESIDENCE AT WHICH THE OPERATOR THEREOF RESIDES, OR UPON THE PRIVATE DRIVEWAY TO THE GARAGE FOR SAID RESIDENCE, IF ANY. PARKING UPON A PRIVATE DRIVEWAY AS AFORESAID IS PERMITTED ONLY IF THE DRIVEWAY IS OF SUFFICIENT SIZE THAT THE ENTIRE OCCUPANT VEHICLE CAN BE PARKED WHOLLY WITHIN THE PRIVATE DRIVEWAY. IN ADDITION, AT LEAST ONE OCCUPANT VEHICLE MUST BE PARKED IN THE GARAGE BEFORE ANOTHER VEHICLE IS PARKED UPON THE PRIVATE DRIVEWAY. PARKING OF OCCUPANT VEHICLES AT ANY TIME AT ANY LOCATION IN THE SUBDIVISION EXCEPT IN ACCORDANCE WITH THE FOREGOING, INCLUDING PARKING OF OCCUPANT VEHICLES UPON ANY STREET WITHIN THE SUBDIVISION IS STRICLTY PROHIBITED. THE BOARD MAY (BUT IS NOT OBLIGATED TO) ADOPT RULES AND REGULATIONS TO PERMIT PARKING OF OCCUPANT VEHICLES UPON A STREET WITHIN THE SUBDIVISION TO THE EXTENT IT DEEMS APPROPRIATE IN GENERAL AND/OR IN INDIVIDUAL CASES TO ACCOMMODATE UNUSUAL CIRCUMSTANCES OR ALLEVIATE HARDSHIP.
  - ...(b) GUEST PARKING. EITHER ZERO OR A VERY LIMITED AREA OR AREAS WILL BE PROVIDED FOR GUEST PARKING WITHIN THE SUBDIVISION. UNLESS PERMITTED BY APPLICABLE RULES AND REGULATIONS, GUEST PARKING UPON ANY STREET WITHIN THE SUBDIVISION IS ALSO PROHIBITED. GUESTS MAY PARK IN THE DRIVEWAY, IF ANY AND IF SUFFICIENT SIZE, AS ABOVE PROVIDED REGARDING OCCUPANT VEHICLES, OF THE LOT THE GUEST IS VISITING.

- ...(c) ASSIGNED PARKING; NOTICE OF LIMTIED PARKING. DECLARANT DURING THE DEVELOPMENT PERIOD, AND THE BOARD BY ADOPTION OF APPLICABLE RULES AND REGULATIONS THEREAFTER, MAY DESIGNATE SPECIFIC AREAS WITHIN THE SUBDIVISION AS MAY BE AVAILABLE, IF ANY, AS ADDITIONAL PARKING AREAS FOR RESIDENTS OR AS GUEST PARKING, BUT NEITHER SHALL HAVE ANY OBLIGATION WHATSOEVER TO PROVIDE ANY SUCH PARKING AREAS. OCCUPANT VEHICLES MAY NOT AT ANY TIME BE PARKED IN ANY AREA DESIGNATED FOR GUEST PARKING UNLESS OTHERWISE EXPRESSLY PERMITTED BY APPLICABLE RULES AND REGULATIONS. IF PARKING OF OCCUPANT OR GUEST VEHICLES IS AT ANY TIME ALLOWED ON ANY STREET, EACH AS ABOVE PROVIDED, THE VEHICLES MUST BE PARKED ALONG THE SIDE OF THE STREET IN FRONT OF, AND ON THE SAME SIDE OF THE STREET OF, THE LOT AT WHICH THE OPERATOR OF THE VEHICLE RESIDES OR WHICH THE GUEST IS VISITING, OR AS CLOSE THERETO AS CIRCUMSTANCES WARRANT. ACCORDINGLY. NO SUCH PARKING MAY EVER BE AVAILABLE WITHIN THE SUBDIVISION, AND ANY DESIGNATION OF PARKING AREAS MAY BE CHANGED FROM TIME TO TIME AND AT ANY TIME BY DECLARANT OR THE BOARD, AS APPLICABLE, AS EITHER IN THEIR SOLE DISCRETION MAY DETERMINE. IN ALL EVENTS, AVAILABLE PARKING WITHIN THE SUBDIVISION FOR OCCUPANT VEHICLES AND/OR GUESTS IS EXTREMELY LIMITED. AND PARKING ON AREA PUBLIC STREETS MAY ALSO BE LIMITED OR UNAVAILABLE. SEE ALSO SECTION 8.01.2 REGARDING LIMITATION AS TO GARAGE SIZE. ANY SUCH LIMITATIONS SHALL NOT BE A BASIS FOR NON-COMPLIANCE WITH APPLICABLE PROVISIONS OF THIS DECLARATION OR ANY OTHER GOVERNING DOCUMENTS (INCLUDING APPLICABLE RULES AND REGULATIONS) AND SHALL NOT BE A BASIS FOR ANY CLAIM WHATSOEVER AGAINST DECLARANT OR THE ASOCIATION, OR ANY OF THEIR RELATED PARTIES.
- ...(d) TEMPORARY PARKING. TEMPORARY PARKING UPON A STREET IN THE SUBDIVISION IS PERMITTED BY OCCUPANT VEHICLES, GUESTS AND INVITEES, AND BY PICK-UP OR DELIVERY SERVICES, BUT SOLELY FOR PURPOSES OF LOADING OR UNLOADING OF PASSENGERS AND CARGO, AND SUBJECT TO SUCH RULES AND REGULATIONS AS FROM TIME TO TIME PROMULATED BY THE BOARD AND OTHER APPLICABLE ORDINANCES AND LAWS (SUCH AS PROHIBITIONS AGAINST PARKING IN FIRE LANES, OR IN SUCH MANNER AS TO BLOCK ENTRY TO OR EXIT FROM THE SUBDIVISION). "TEMPORARY" MEANS ONLY FOR SO LONG A PERIOD OF TIME AS IS REASONABLY NECESSARY TO COMPLETE LOADING, UNLOADING, PICK-UP OR DELIVERY, WITH SUCH ACTIVITY COMMENCED PROMPTLY AFTER THE VEHICLE IS PARKED. ANY PARKING IN EXCESS OF TWENTY MINUTES IS PRESUMED NOT TO BE TEMPORARY. PICK-UP OR DELIVERIES REQUIRING LONGER THAN TWENTY MINUTES (SUCH AS MOVING IN OR OUT OF A RESIDENCE) SHALL BE COORDINATED WITH THE ASSOCIATION, SHALL BE CONDUCTED IN SUCH MANNER AS TO MINIMIZE INTERFERENCE WITH TRAFFIC AND PEDESTRIAN INGRESS AND EGRESS, AND SHALL OTHERWISE BE CONDUCTED IN ACCORDANCE WITH DIRECTIVES OF THE ASSOCIATION AND APPLICABLE RULES AND REGULATIONS. THE ASSOCIATION MAY PROHIBIT VERY LARGE AND/OR HEAVY VEHICLES WHICH MAY CAUSE DAMAGE TO STREETS FROM ENTERING THE SUBDIVISION, AND IN ALL EVENTS, EACH OWNER, AND THEIR TENANT IS, AS APPLICABLE, SHALL BE LIABLE FOR ALL DAMAGES CAUSED TO ANY STREET OR OTHER PROPERTY BY ENTRY INTO OR PARKING OF ANY SUCH VEHICLE IN THE SUBDIVISION AT THE REQUEST OF OR ON BEHALF OF SUCH OWNER OR TENANT.
- ...(e) <u>RESPONSIBILITIES OF OWNERS AND TENANTS</u>. OWNERS AND THEIR TENANTS MUST OBTAIN FULL COMPLIANCE WITH THE PROVISIONS OF THIS SECTION (INCLUDING RULES AND REGULATIONS ADOPTED PURSUANT TO THIS DECLARATION)

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

- ...7.03.4 <u>Repair of Vehicles</u>. No work on any vehicle within the Subdivision, including on any street, or on any Community Properties, or on any Lot, may be performed at any time other than temporary emergency repairs or other work required in order to promptly remove an inoperable or disabled vehicle from the Subdivision or to and completely within a garage.
- ...7.03.5 <u>Vehicle Defined</u>. As used in this Section, "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 specified by applicable Rules and Regulations.
- ...7.03.6 <u>Presumptive Violations</u>. Repairs or other work extending over a period exceeding eight hours is conclusively presumed not be "temporary". Any vehicle is conclusively presumed to be "unused" or "inoperable" if the vehicle has not been operated outside the Subdivision for seven or more consecutive days or the vehicle has not been operated outside the Subdivision more than twice in any fourteen day period. The provisions hereof do not prejudice the right of the Association to otherwise establish a violation. The foregoing provisions do not apply to any vehicle completely stored within a garage.
- ...7.03.7 <u>Towing</u>. The Board or its designated representative may cause any vehicle which is parked, stored or maintained in violation of this Declaration or other Governing Documents, or in violation of any ordinance, statute or other governmental regulation, to be removed from the Subdivision to any vehicle storage facility within Harris County, Texas at the sole cost and expense of the Person owning such vehicle (whether or not such Person is an Owner) and/or the owner to whom such Person is a tenant, visitor, guest, invitee or other Related Party. Any such removal may be in accordance with any applicable statute or ordinance, including Chapter 684 of the Texas Transportation Code, as amended.
- 7.03.8 LIMITATION OF LIABILITY. DECLARANT, THE ASSOCIATION, THEIR RELATED PARTIES, AND ANY PERSON REMOVING ANY VEHICLE AS HEREIN PROVIDED (THE "INDEMNITEES") HAVE NO LIABLITY WHATSOEVER IN CONSEQUENCE OF REMOVAL OF ANY VEHICLE AS HEREIN PROVIDED. THE PERSON OWNING SUCH TOWED VEHICLE (WHETHER OR NOT SUCH PERSON IS AN OWNER) AND THE OWNER AND OWNERS' TENANT AS TO WHOM SUCH PERSON IS A VISITOR, GUEST, INVITEE, OR OTHER RELATED PARTY, SHALL HOLD ALL SUCH INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, LIABILITIES OR DAMAGES ARISING, DIRECTLY OR INDIRECTLY, AS A RESULT OF SUCH REMOVAL. THE PROVISIONS HEREOF ARE CUMULATIVE OF THE PROVISIONS OF SECTION **3.06**.
- Section 7.18. <u>Garage Usage</u>. No portion of any garage may be diverted to any use other than the parking of vehicles and other generally accepted and customary usage of a garage. In particular but not in limitation of the foregoing, no portion of any garage may be used as a residence or a game room, or for any similar use as living quarters or as a recreational area. Garage doors must be kept in closed position when the garage area is not being actively used for customary garage usage purposes.
- Section 7.20. Rules and Regulations. The Board is hereby specifically authorized to promulgate, amend, modify and delete such reasonable Rules and Regulations

applicable to the operation, use and occupancy of the Subdivision, including all Lots and Community Properties, as the Board may from time to time deem beneficial to the Subdivision. Such authority includes but is not limited to: (i) the right to limit, in addition to the provisions of Section 7.03, the type and size of vehicles permitted within the Subdivision, traffic and parking regulations, speed limits, ...and other traffic control procedures...

Article VIII, Section 8.01.2 <u>Garages and Garage Doors; Notice of Size Limitations</u>. (a) General. All single family residences must have an enclosed attached or detached minimum two car parking garage. Each such garage must contain a minimum of three hundred fifty (350) square feet of interior floor space...

#### **III. RULES AND REGULATIONS**

- 1. Use of Garages, Driveway Aprons, and Private Streets.
  - a. The ownership of each residence shall entitle the occupant(s) of such residence the use of at least two (2) inside parking spaces, which constitute the garage made a part of the residence. No portion of any garage shall be diverted to any use other than the parking of vehicles or other generally accepted and customary usages of a garage.
  - b. No garage shall be converted for living, recreational or business purposes. Except for pedestrian or vehicular ingress or egress into/out of a garage, garage doors must remain closed at all times.
  - c. The only parking location available for Owners/residents to park their Occupant Vehicles on or within the Subdivision is the enclosed garage forming a part of such Owner/resident's residence. No Occupant Vehicle may be parked in any driveway, private street, or any area within the Subdivision designated as Visitor or Guest Parking.
- 2. Private Streets.
  - a. The Property is improved with certain private streets as defined in the Declaration and shown on the subdivision plat of the Subdivision.
  - b. Except as provided by Article VII, Section 7.04.3(d) of the Declaration, vehicle parking on or within the private streets of the Subdivision is strictly prohibited.
- 3. Visitor or Guest Parking for non-occupants. Parking for non-Occupant Vehicles shall be allowed in the following areas, in the following priority of use: on or within the garage located on the Lot of the resident such guest or visitor is visiting, to the extent available; or on or within the guest parking areas designated by signage ("Guest Parking Only") within the Subdivision. Except as provided by Article VII, Section 7.04.3(d) of the Declaration, guests and visitors shall not be permitted to park on or within the private streets.
- 4. No Obstruction; Emergency Vehicles, Fire Lanes.

- a. No vehicle may be parked on or within any portion of the private streets except on or within the guest parking areas designated by signage ("Guest Parking Only") within the Subdivision.
- b. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on or within the Subdivision.
- c. No vehicle may be parked, even temporarily, within fifteen feet (15') of any fire hydrant, or, except as provided herein, in any area designated as "No Parking" or "Fire Lane/Zone."
- d. No vehicle may be parked within ten (10) feet of a corner (whether at an intersection of private streets or at a right/left turn of a private street).
- e. Parking is not permitted on any yard, grass, or unpaved area.
- f. Vehicles may not be parked in any manner that prevents or hinders access to another occupant's garage or driveway.

## 5. Prohibited Vehicles.

- a. No boat, mobile home, trailer, boat rigging, truck larger than a three quarter-ton pick-up, recreational vehicle, bus, unused vehicle, inoperable vehicle of any kind (including any vehicle requiring same which does not have both a current license plate and current and valid state inspection sticker), and no unsightly vehicle as determined in the sole opinion of the Board, may be parked, stored, or kept at any time at any location within the Subdivision, including without limitation upon any Street or upon any private driveway or other part of any Lot, unless such vehicle is stored completely within a garage.
- b. No garage or private street shall be used for the parking or storage of any oversized vehicle. For purposes of these Rules, a vehicle shall be deemed to be over-sized if it cannot be parked wholly within a Garage with the garage door closed.
- 6. Occupant Vehicles and Non-Occupant Vehicles Defined. An occupant vehicle is defined in Article VII, Section 7.03.3.

Any vehicle registered to a Memorial Park Village II address will also be considered to be an occupant vehicle.

All other vehicles will be considered non-occupant vehicles until and unless they qualify as Occupant Vehicles under the provisions of the Declaration.

- 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 Subdivision so as to minimize the risk of property damage and personal injury. The speed limit within the Subdivision is 15 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 Subdivision. 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.

# IV. UPDATED OWNERSHIP AND TENANT REGISTRATION (FOR PURPOSES OF REGISTERING VEHICLES)

- 1. Not later than the thirtieth (30th) day after the date a new purchaser purchases a Lot within the Subdivision, such new Owner must notify the Association (by and through its managing agent) with the Owner's name and contact information. Contact information shall include the Owner's name, address for notice purposes (if other than the Property address), telephone number, preferred email contact (if any), and if the Owner resides (or will reside) in the residence, a list and description of vehicles owned or operated by such Owner(s) as occupant(s). Existing Owners must provide the contact information within thirty (30) days after the effective date of these Rules. Further, and in addition to the foregoing, if such new Owner has purchased such Lot for the purpose of leasing same to third party(ies), the Owner shall provide the Association with the name, mailing address, phone number, the email address of each person who reside at the Lot under a lease, and the commencement date of the lease; and each such tenant must further provide the Association with a list and description of vehicles owned or operated by such tenant(s) as occupant(s).
- 2. Owners who have leases presently in existence as of the Effective date of these Rules Regulations shall, not later than the thirty (30) days after the Effective Date hereof, provide the Association (by and through its managing agent) with the name, mailing address, phone number, the email address of each person who reside at the Lot under a lease, and the commencement date of the lease; and such tenant(s) must further provide the Association with a list and description of vehicles owned or operated by such tenants as occupant(s).
- 3. Owners must notify the Association (by and through its managing agent) within thirty (30) days of the change in occupancy of a Lot and provide updated contact information.
- 4. An Owner who leases his or her Lot shall notify his or her tenant of the requirements set forth in these Rules and provide such tenant with a copy of these Rules. Specifically, the Owner must disclose to such tenant the vehicle registration mandated by these Rules.
- 5. Owners and tenants shall register their vehicles with the Association so that the Association may maintain a list of occupant vehicles. Tenants shall register their vehicles within thirty (30) days of the commencement date of the lease.
- 6. New residents will be permitted for a 30-day grace period from the time they move in to register their car(s) with the Association.

#### V. Violations.

- The Association, may, but shall not be required to, provide courtesy notices of parking violations and an opportunity to cure such violations prior to any enforcement action. Enforcement action may include the levy of fine(s), towing, or the filing of lawsuits seeking appropriate injunctive relief. All costs and expenses, including reasonable attorney fees and costs, incurred in connection with any enforcement action, shall be charged to the Owner of the Unit (irrespective of whether the Owner is the actual resident or the owner of the vehicle in violation), whether or not a lawsuit is filed.
- 2. The Association shall have the authority to levy a fine or fines in accordance with the Fining Policy of the Association. Notices of fines shall be provided in accordance with Section 209.006 of the Texas Property Code, and Owners shall have the right and opportunity to have a hearing before the Board in accordance with Section 209.007 of the Texas Property Code.
- 3. In addition, any vehicle in violation of these Rules may be stickered, towed or otherwise removed from the Subdivision at the expense of the vehicle's owner. All expenses incurred for towing and removal shall be allocated to and be the sole responsibility of the owner of such vehicle. The Association may maintain contracts from time to time with wrecker or towing contractors who shall be authorized to tow vehicles in violation of these rules; sign(s) shall be posted at and/or within the Project with the telephone number of such wrecker or towing service.

Towing may be immediate and without prior notice if:

- (a) any vehicle obstructs vehicular entry or exit of the Subdivision;
- (b) any vehicle prevents a vehicle from entering or exiting a driveway apron serving a garage;
- (c) any vehicle, parked on a portion of the driveway apron immediately in front of a garage, protrudes or overlaps into the Private Street;
- (d) any vehicle is in or obstructs a marked or designated "No Parking" area of "Fire Lane";
- (e) any Occupant Vehicle is parked in a visitor/quest parking space; and /or
- (f) any vehicle parked in a Guest Parking Space is leaking a fluid that presents a hazard or threat to persons or property.

Towing of vehicles shall be in accordance with Chapter 2308 of the Texas Occupations Code (Vehicle Towing and Booting).

Any and/or all of the above and foregoing remedies shall be cumulative and the Association shall have the right to pursue any or all of such remedies at any time in the sole discretion of the Board.

The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations. Any Owner/resident in violation of any of the Rules governing parking set forth herein shall be liable for any damage to the Community Properties, any Lot; or any damage, injury, or death to any other person whomsoever, to the extent such damage or injury is a result of, directly or indirectly, or is attributable to, such violation.

## VI. OTHER

- 1. In accordance with Article VII, Section 7.20.3 of the Declaration, the foregoing RULES AND REGULATIONS REGARDING LEASING shall not be effective until thirty (30) days after notice thereof has been given to all Owners, and upon the recordation of same in the County Clerk's Records of Harris County, Texas, as a "dedicatory instrument" as provided by the Texas Property Code.
- 2. The foregoing Parking Rules and Regulations shall supersede, amend, and replace in its entirety any prior recorded or unrecorded Parking Rules and Regulations affecting the Subdivision.

	$=$ , the undersigned has hereunto set his/her hand this $\frac{3}{2}$
in withness whereo	the undersigned has hereunto set his/her hand this
day of 1001000, 2025.	•

MEMORIAL PARK VILLAGE II COMMUNITY
ASSOCIATION, INC. Texas/fign-profit corporation

By: // Signature

(name printe

(title/position)

THE STATE OF TEXAS

**COUNTY OF HARRIS** 

This instrument was acknowledged before me on the above the by Wilh the Hally

day of October,

MEMORIAL PARK VILLAGE II COMMUNITY ASSOCIATION, INC. a Texas non-profit

corporation, on behalf of said corporation.

STACY JACOB
MY COMMISSION EXPIRES
JUNE 8, 2026
NOTARY ID: 11244708

Notary Public in and for the State of Texas

RP-2025-431505
# Pages 11
10/30/2025 03:34 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$61.00

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.

OF HARRY COUNTY, IT

Linishin Hudgelth COUNTY CLERK HARRIS COUNTY, TEXAS