

CERTIFICATE OF CORPORATE RESOLUTIONS OF  
BOARD OF DIRECTORS  
**MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.**

Relating to the amendment and adoption of

THIRD AMENDED AND RESTATED  
**PARKING AND GARAGE USE RULES AND REGULATIONS**

The undersigned Secretary of **MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation (the "Association"), does hereby certify, that at a regular meeting of the Board of Directors ("Board") of the Association held on March 29, 2017, with at least a majority of the Board being present, the following resolutions were duly made and approved by the Board:

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

**WHEREAS**, pursuant to that certain "Declaration of Condominium for **Memorial Bend Place Condominium**" recorded under Film Code No. 188188 of the Condominium Records of Harris County, Texas, together with all amendments thereto (the "Declaration"), and the Bylaws of the Association, the Association is responsible for administering the general common elements of the Memorial Bend Place Condominium (the "Property") and the restrictive covenants set forth therein; and

**WHEREAS**, Section 82.102 of the Texas Property Code, and Article 8, Section F of the Declaration generally provide Association with the authority, acting through its Board, to adopt and amend rules regulating the use, occupancy, leasing or sale, maintenance, repair, modification and appearance of Units and Common Elements to the extent the regulated actions affect Common Elements and other Units; and

**WHEREAS**, Article 15 of the Declaration expressly authorize the Board of the Association from time to time to institute, invoke, and terminate non-discriminatory Rules and Regulations which the Board may deem necessary or convenient from time to time to insure compliance with the general guidelines of the Declaration; and

**WHEREAS**, Article 15, Section G of the Declaration specifically authorizes the Board to adopt rules and regulations governing guest parking on the Property; and

**WHEREAS**, Article VI of the Bylaws expressly authorize the Board of the Association to adopt and amend rules and regulations from time to time; the existing Rules of the Association being attached as Schedule "A" to the Bylaws of the Association; and

**WHEREAS**, pursuant to the authority provided by applicable law, the Declaration, and the Bylaws, the Board heretofore amended **Section H** titled "**Vehicle Restrictions**" of the "**Rules of Memorial Bend Place Owners Association, Inc.**" attached as Schedule "A" to the Bylaws of the Association, pursuant to (i) that certain "(Amended and Restated) Parking and Garage Use Rules and Regulations", a true and correct copy of same being filed of record under County Clerk's File No. 20120196460 (the "First Amended and Restated Parking and Garage Use Rules and Regulations"); and  
Memorial Bend.Third Amended and Restated Parking Rules.030117

(ii) that certain "Amended and Restated Parking Garage Use Rules and Regulations", a true and correct copy of same having been filed under County Clerk's File No. RP-2016-136193 of the Real Property Records of Harris County, Texas (the "Second Amended and Restated Parking and Garage Use Rules and Regulations"); the Vehicle Rules and Regulations, as amended and restated by the Second Amended and Restated Parking and Garage Use Rules and Regulations, constituting the "Parking and Garage Use Rules and Regulations" herein; and

WHEREAS, the Board has deemed it necessary to amend and restate, in their entirety, the Parking and Garage Use Rules and Regulations (same being **Section H** titled "**Parking and Garage Use Rules and Regulations**" of the "**Rules of Memorial Bend Place Owners Association, Inc.**" attached as Schedule "A" to the Bylaws of the Association);

**NOW THEREFORE**, the Board of the Association does hereby amend and restate, in their entirety, the Parking and Garage Use Rules and Regulations (same being **Section H** presently titled "**Parking and Garage Use Rules and Regulations**" of the "**Rules of Memorial Bend Place Owners Association, Inc.**") by deleting the existing Section H in its entirety, and replacing such Section H with the following "**Third Amended and Restated Parking and Garage Use Rules and Regulations**". Formal notice is hereby given to all existing Owners of Condominium Units at the Property and to all future Owners of Units at the Property that from and after the effective date set forth below, the following "**Third Amended and Restated Parking and Garage Use Rules and Regulations**" shall be in full force and effect:

**RULES OF MEMORIAL BEND PLACE OWNERS ASSOCIATION**  
**(attached as Schedule "A" to the Bylaws of the Association)**

**SECTION H. THIRD AMENDED AND RESTATED PARKING AND GARAGE USE RULES AND REGULATIONS**

H-1. **PERMITTED VEHICLES.** For purposes of these Rules, permitted vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. Vehicles not in operating condition shall not be permitted, and shall not be parked, repaired or stored (on blocks or otherwise) anywhere in or on the Condominium property. Without limitation, vehicles shall be deemed not to be in operating condition if same have expired or missing license tags and/or State vehicle registration stickers, or are incapable of being driven. No over-sized vehicle shall be permitted, whether consisting of a recreational vehicle, boat, boat rigging, trailer, camper, motor home, commercial vehicle, truck, and the like, and no over-sized vehicle shall be parked anywhere in or on the Condominium property. For purposes of these rules, a vehicle shall be deemed to be "oversized" if (i) it cannot be parked wholly within a garage (with the garage door closed), unless by doing so, as to a two car garage, there is no room in such enclosed garage for the parking of another vehicle; or (ii) it cannot be parked wholly within the confines of a marked or designated visitor parking space without encroaching or overlapping onto an adjacent parking space or Private Drive or Private Street. Noisy or smoky vehicles (including motorcycles), go-carts, golf carts, and similar vehicles shall not be permitted and shall not be operated on or within the Condominium property.

H-2. **VEHICLE REGISTRATION WITH THE ASSOCIATION.** All existing Residents shall provide vehicle registration information to the Association or its managing agent within



sixty (60) days after the Effective Date hereof. A "Resident" in this parking Policy shall be defined to include an Owner who occupies a Unit, or a tenant of an Owner who occupies a Unit pursuant to a written lease between such Owner and tenant. All Owners who acquire title to a Unit (after the Effective Date hereof) must provide vehicle registration information to the Association or its managing agent not later than the time of such Owner's occupancy of the Unit. As to any Unit that is leased from and after the date hereof, the Owner and/or the tenant must provide vehicle registration information to the Association at the time the lease is signed. For purposes of these Rules, "vehicle registration information" shall include the description (make, model, year; including license plate identification) of the vehicles being registered. Residents are required to and shall update the vehicle registration information if and when there is a change of vehicles to reflect any new or replacement vehicle. Such updated vehicle registration must be furnished within thirty (30) days of such change of vehicles.

Units which have a one (1) car garage shall be entitled to register one (1) vehicle. If Resident(s) of a Unit with a one (1) car garage have a second vehicle, such Resident(s) may also register such additional vehicle. One of such vehicles must be parked within the one (1) car garage, and the other allowed to be parked in a Visitor Parking Space on a non-exclusive, first come basis.

Units which have a two (2) car garage shall be entitled to register not more than two (2) vehicles, which shall permit the parking of such vehicles so registered to be parked on the Property wholly within the garage appurtenant to, and made a part of the Unit.

The Board of Directors will consider requests by Residents for the registration of additional vehicles on a case by case basis to accommodate both long-term guests and/or children residing with such Residents. The Board of Directors may impose such limitations and/or maximum term (i.e. time frame) of such approved requests as they deem necessary. Upon the registration of any such additional vehicle, such additional vehicle shall be allowed to be parked in a Visitor Parking Space on a non-exclusive, first-come basis, subject to any limitations and for the term (i.e. time frame) imposed by the Board of Directors.

No Resident at the Condominium property shall be allowed to maintain any additional/other vehicles on the Condominium property other than those vehicles registered with the Association.

- H-3. Visitor PARKING. Parking for visitors of any Resident or visiting owners shall be within such areas designated for "visitor parking" on the Condominium property, subject to rules and regulations adopted by the Board from time to time.
- H-4. VEHICLE OPERATION. Each Resident shall operate his or her vehicle in a safe and cautious manner while entering, exiting, or maneuvering within the parking areas so as to minimize the risk of property damage and personal injury. The posted speed limit on the Condominium property is 10 MPH, all posted "cautionary" signs shall be complied with. Parties violating the speed limit, ignoring posted signs, or otherwise driving recklessly may receive up to three (3) notices of such violations requesting safe driving compliance. After such notices, the Association shall seek to enforce such violations by applicable legal recourse, including the levy of fines against the Owner of the Condominium Unit where such violator resides, irrespective of whether the Owner is the resident. Notices



shall be provided to the Owner and resident if different individuals (to the extent that the name of the resident is known to the Association).

- H-5. REPAIRS. Washing, repairs, restoration, or maintenance of vehicles on common community space is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
- H-6. SPACE USE. Each Condominium Unit has parking garage(s). Residents are required to utilize such parking garage spaces (one vehicle for a one car garage; two vehicles for a two car garage) to park his/her/their vehicle(s). Because of limited on-site and off-street parking, all garages in the Condominium shall be used for parking purposes, first and foremost. No garage shall be converted for living, recreational or business purposes, nor shall anything be stored in any garage to prevent the parking of vehicles (one vehicle for a one car garage; two vehicles for a two car garage). Except when necessary for vehicular and pedestrian ingress and egress to and from a garage, the garage doors must be kept closed.
- H-7. Visitor/SERVICE VEHICLE PARKING. Parking for visitors, including service persons of any Resident shall be in a visitor parking space, or on the public street(s) outside of the access gates adjoining or adjacent to the Condominium property. If a visitor is expected to have a vehicle on the property for more than four evenings in any one week, it is the responsibility of the Resident to notify and provide the Association's then existing managing agent of the description of the vehicle, including license plate number, and the name and telephone number of the responsible resident. Each Resident shall require his or her construction and household employees, including cleaning and maintenance personnel, to park in the garage which forms a part of the Unit, unless Resident's personal vehicle occupies such garage, in which event the Resident will require the employees to park in visitor parking spaces or such other area designated by the Association.
- H-8. NO OBSTRUCTION; FIRE LANES. No vehicle may be parked in a manner that interferes with access to any entrance to or exit from the Condominium property. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Condominium property. No vehicle may be parked, even temporarily, in any area designated as "No Parking." The Site Exhibit attached to the Condominium Plan in Exhibit "B" to the Declaration depicts and labels the private driveways which serve the respective Buildings and Units (the "Private Driveways"). With the exception of those parking spaces, if any, clearly designated or marked on the ground or by sign(s) as parking spaces within the Private Driveways within the Condominium property, ALL of the Private Driveways within the Condominium property serving the Buildings and Units constitute Fire Apparatus Access Roads /Fire Lanes ("Fire Lanes") and must remain clear of parked vehicles at all times. NO PARKING IS ALLOWED IN OR ON ANY PORTION OF THE PRIVATE DRIVEWAYS DESIGNATED AS FIRE LANES HEREIN EXCEPT WHERE CLEARLY DESIGNATED OR MARKED AS PARKING SPACES ON THE GROUND OR BY SIGN(S). No Resident shall park any vehicle on or within any portion of the Private Driveway in front of such Owner or resident's garage and/or Unit (whether head-in parked or parallel parked or otherwise) and any vehicle so parked shall be deemed to obstruct such Fire Lane and shall be subject to being removed from the Condominium property by towing. Unloading and/or loading immediately adjacent to a Unit is allowed provided that the



Owner, or Resident, or Resident's visitor remains with said vehicle during the entire unloading and/or loading activity.

- H-9. NUISANCES. Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor, and oil or other fluids emissions. The honking or blowing of a horn of any vehicle without reasonable justification in a manner which results in an annoyance or nuisance shall be prohibited. No vehicle may be kept on the Condominium if the Board of Directors deems it to be unsightly, inoperable, inappropriate, or otherwise in violation of these Rules.
- H-10. 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.

The Association shall have the authority to levy a fine in the amount of \$25.00 for any first violation of the Parking Rules and Regulations. Upon a second violation occurring within twelve (12) months after the first violation, and all subsequent violations occurring within twelve (12) months of the first violation and/or any subsequent violations, such fine shall be increased to \$50.00 for each violation. Fines may be imposed for the failure to register vehicles with the Association. The levy of such fines shall be in accordance with the provisions of Section 82.102(d) of the Texas Uniform Condominium Act and the Declaration. All fines shall be levied against, and shall be the sole responsibility of the Owner of the Unit where such violator resides, irrespective of whether the Owner is the resident.

In addition, any vehicle in violation of these Rules may be towed or otherwise removed from the Condominium property by or at the direction of the Association, or the Association's managing agent, 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 motor vehicles in violation of these rules; signs shall be posted at and/or within the Properties with the telephone number of such wrecker or towing service.

**Please Note that towing may be immediate and without prior notice if:**

- (a) such vehicle is not registered with the Association, and is parked in a visitor parking space for more than four evenings in any one week;**
- (b) such vehicle is not in operating condition, has expired or missing license plates or State vehicle registration stickers, or is incapable of being driven;**
- (c) such vehicle constitutes an "over-sized vehicle" as defined herein;**
- (d) any vehicle is parked unattended on any portion of the Private Driveways, including being parked unattended in front of the garage and/or Unit;**
- (e) any vehicle obstructs vehicular entry or exit of the Condominium property;**

- (f) any vehicle prevents a vehicle from entering or exiting a Garage;  
(g) any vehicle is in or obstructs a marked or designated "No Parking" area of "Fire Lane"; and/or  
(h) any vehicle 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.

The foregoing Amended and Restated Parking and Garage Use Rules and Regulations replaces, in its entirety, the prior Section H of the Rules of the Association attached as Schedule "A" to the Bylaws of the Association.

The foregoing amended and restated **Amended and Restated Parking and Garage Use Rules and Regulations** shall be effective the date of the recording of same as a "dedicatory instrument" in the Real Property Records of Harris County, Texas.

The undersigned has hereunto set his/her hand at Houston, Texas this 29 day of March, 2017.

(signature)

(name printed)

(officer position)

**MEMORIAL BEND PLACE OWNERS  
ASSOCIATION, INC.**

a Texas non-profit corporation

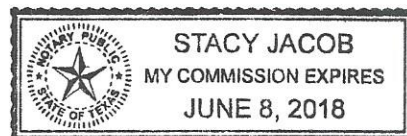
The State of Texas

County of Harris

This instrument was acknowledged before me on the 29 day of March, 2017, by John Menzies, President of **MEMORIAL BEND PLACE OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

Record and Return to: ✓  
Richard C. Lievens  
Frank, Elmore, Lievens, Chesney & Turet LLP  
9225 Katy Freeway Suite 250  
Houston, TX 77024



FILED FOR RECORD

8:00:00 AM

Wednesday, April 12, 2017

*Stan Stewart*

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Wednesday, April 12, 2017



*Stan Stewart*

COUNTY CLERK  
HARRIS COUNTY, TEXAS