

Brunswick Place Homeowner's Association, Inc
C/o Principal Management Group of Houston, Inc
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77027
(713) 329-7100 Telephone (713) 329-7198 Facsimile

August 27, 2021

Dear Homeowner:

Please see the enclosed Rules and Regulation Policy for violation of the governing documents effective October 1, 2021. Article III Section 3.4(d), Association's Powers. "In addition to the rights of the Association set forth in other sections of this Declaration, the Association shall have the duty to enforce the covenants under this Declaration and maintain all Areas of Common Responsibility and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of this Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following: (d) The power to adopt rules and regulations concerning the operation of the Association".

Please see the attached Addendum regarding commercial vehicles and street parking. Any additional comments/concerns and or questions can be sent in writing via email at jjorden@pmghouston.com.

Sincerely,

Ja'Lisa L. Jordan

Ja'Lisa L. Jordan

Association Manager

Brunswick Place Homeowners Association, Inc

BRUNSWICK PLACE HOMEOWNERS ASSOCIATION, INC.

PARKING AND TOWING POLICY FOR ASSOCIATION COMMON AREA

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, Brunswick Place Homeowners Association, Inc. (the "Association"), a Texas nonprofit corporation, is the governing entity for Brunswick Lakes, Sections 7 and 8, additions in Harris county, Texas, according to the maps or plats thereof recorded in the Map Records of Harris County, Texas, under Clerk's File Nos. 20060120959 and 20080603108, respectively, along with any amendments, supplements, replats and annexations, (collectively referred to as the "Subdivision"); and

WHEREAS, the Subdivision is Governed by the Declaration of Covenants, Conditions and Restrictions for Brunswick Lake Subdivision, Section 7 and Section 8, recorded in the Real Property Records of Harris County, Texas, under Clerk's File Nos. 20070090792 and 20110129953, respectively, along with any amendments and supplements thereto (the "Declaration"); and

WHEREAS, Article VI, Section 1 of the Association's Declaration of Covenants, Conditions, and Restrictions restricts Lots in the Subdivision to residential use and expressly prohibits business, professional, commercial, or manufacturing use; and

WHEREAS, Article VI, Section 4 of the Association's Declaration of Covenants, Conditions, and Restrictions provides authority for the Association, acting through its Board of Directors, to remove vehicles parked in violation of the Declaration and promulgate additional rules and regulations for the use and parking of vehicles in the Subdivision; and

WHEREAS, §204.010(a)(6) of the Texas Property Code authorizes the Association, through its Board of Directors, to regulate the use, maintenance, repair, replacement, modification, and appearance of the Subdivision; and

WHEREAS, the Association is the owner of various Common Areas in the Subdivision, including parking lots (the "Common Area"), and desires to adopt uniform rules for the enforcement of parking on such Common Areas; and

WHEREAS, this Dedicatory Instrument represents Restrictive Covenants as those terms are defined by Texas Property Code §202.001, et. seq, and the Association shall have and may exercise discretionary authority with respect to these Restrictive Covenants;

NOW THEREFORE, pursuant to the foregoing, and as evidenced by the certification hereto, the Association, through its board of directors, hereby adopts, establishes and imposes on the Subdivision, the following Common Area Rules and enforcement provisions:

RP-2021-448501

Definitions:

Commercial Vehicle shall mean any vehicle used in conjunction with a Home Businesses or other commercial activity. This definition includes:

- Vehicles equipped to accommodate more than 8 passengers;
- Vehicles outfitted with equipment necessary for construction, contracting, plumbing, landscaping, HVAC or other similar services;
- Vehicles over eighty inches (80") in height;
- Vehicles over one hundred inches (100") in width;
- Vehicles over two hundred thirty inches (230") in length; and
- Vehicles specially equipped to haul cargo, including *via* trailer.

Home Business shall mean any commercial (including non-profit) use of any Lot or residence in the Subdivision that violates the Use Restrictions contained in the Association's Declaration or is otherwise inconsistent with purely residential use.

Inoperable Vehicles shall mean any vehicle that outwardly appears to be in a non-working state, including but not limited to:

- Vehicles with flat or missing tires;
- Vehicles with missing or damaged mirrors, windows, or windshields; and
- Vehicles without current license plates or registration tags.

Unused Vehicles shall mean any vehicle that remains parked in one place (aside from the Owner's closed garage) for a period of more than seventy-two (72) consecutive hours.

Parking of Commercial Vehicles in the Subdivision:

- 1) Commercial Vehicles owned or used by residents shall be parked in residents' garages or kept outside the Subdivision. Residents owning or possessing a Commercial Vehicle shall not park said Commercial Vehicle in their driveway, street, or any Common Area, at any time.
- 2) Commercial vehicles not owned or possessed by residents may be temporarily parked in the Subdivision for the time period required to complete deliveries or to provide services, but under no circumstances shall any Commercial Vehicle be parked in the Subdivision overnight.
- 3) Contractors, delivery drivers, and other service providers shall be parked in front of the property which the service is being performed, or, if this is not possible, as close to the property as possible.
- 4) Any vehicles that are graphic-wrapped or otherwise display advertisements for any business or commercial activity shall be considered Commercial Vehicles subject to the restrictions contained herein.
- 5) Whether or not a vehicle parked in the Subdivision meets the above definition of "commercial vehicle" is left to the sound discretion of the Association's Board of

Directors, the Association's manager, or other designated representative for the Association.

Parking at Home Businesses in the Subdivision:

- 1) Street parking in connection to any Lot being used as a Home Business or for other commercial purposes is strictly prohibited throughout the Subdivision.
- 2) Any other use of a Lot in the Subdivision that results in vehicles parking in or around the Lot in a manner inconsistent with the residential character of the Subdivision is strictly prohibited.
- 3) Whether or not properties in the Subdivision meet the definition of "Home Business" or are being used for other commercial purposes is left to the sound discretion of the Association's Board of Directors, the Association's manager, or other designated representative for the Association.

Parking of Inoperable Vehicles and Unused Vehicles in the Subdivision:

- 1) Parking of Inoperable Vehicles in the Subdivision (aside from inside the Owner's garage) is prohibited at all times.
- 2) Parking of Unused Vehicles in the Subdivision (aside from inside the Owner's closed garage) is prohibited at all times.
- 3) Whether or not vehicles parked in the Subdivision meet the definition of "Inoperable Vehicle" or "Unused Vehicle" is left to the sound discretion of the Association's Board of Directors, the Association's manager, or other designated representative for the Association.

Enforcement:

- 1) Violations of these Rules and Regulations are punishable by a fine or removal of the offending vehicle, at the Association's discretion. Violations punished by a fine shall be subject to a two hundred (\$200) dollar fine for each day the violation continues.
- 2) Violation of these Rules and Regulations may result in the violating vehicle being towed at the expense of the vehicle owner, with or without notice, as required by applicable law.
- 3) The Association shall follow the provisions of the Texas Occupations Code, and any other law related to towing, and contract with a tow company and erect the appropriate lawful signage to enable immediate towing.
- 4) The Association shall contract with a tow company, properly insured against liability related to the towing, which has a telephone number that is answered 24 hours a day.

- 5) No Vehicle may be towed except at the direction of a Director, or the Association's managing agent, or other person designated by the Board of Directors in writing.
- 6) Reports of violations of these Rules may be reported to a Director, or the Association's managing agent, or other person designated by the Board of Directors in writing.
- 7) This Policy and the Rules and regulations constitute a general practice, the Association reserves the right to provide additional notices, to delay towing, or institute other lawful action, for unique circumstances as determined in the sole discretion of the Board of Directors.
- 8) At the discretion of the Association, these rules may be suspended during times of general public or special events within the community. In addition, Owners and residents of the Subdivision, may request permission for an exception to these rules for particular purposes or events, however, such permission shall only be valid if obtained in writing from the Association Board or its managing agent, and such permission is entirely in the sole and absolute discretion of the Association. Any temporary exemption from these rules shall not constitute a waiver of the rules or right to enforce this policy at all other times.

RP-2021-448501

June 8, 2021

Brunswick Place HOA Meeting

Establish quorum call meeting to order @
6:30p.m
Minutes

Introduction of all current Board of Directors
and Principal Management Group

Election of Directors
Nomination from the floor (secretary position)

2 Candidates Donnitta (Incumbent) & Alicia

Voting closed

End of the year balance operations funds
Operating Funds \$148,533.67
Reserve Funds \$20,729.06
Accounts Receivable \$139,677.72

Presentation of 2021 budget
*available for review on Townsquare under financial documents.

Total expenses presented

*Association 2020 Accomplishments *
Reduced Cost
Adhered to CDC Guidelines
Took steps to address street parking
Took legal action against group home
Installed Brick monument

Association Goals
Security patrol
New playground equipment/maintenance
Continuation of fencing throughout the community
new contractor for fences project (summer/fall) of this year completion
Install additional trash can near mailboxes to reduce litter
No Soliciting/ No parking signs

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Lighting and landscaping @ monument

Board vote concerning new towing policy (motion approved to move forward)

Each homeowner will receive notice via mail on new parking policy for community

Election Votes results

Donnitta Williams Brunswick place Board secretary

Homeowners Forum

Questions,Comments,Concerns

What should I do about stray dogs in the community?

Call Animal Control or SPCA if ownership of dogs is known a letter may be sent to homeowners.

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CERTIFICATION

I, THE UNDERSIGNED, PURSUANT TO § 202.006 OF THE Texas Property Code, do hereby certify, as follows:

- (1) I am an Agent Brunswick Place Homeowners Association, Inc. a Texas non-profit corporation;
- (2) The instrument entitled: Brunswick Place Homeowners Association, Inc. Parking and Towing Policy For Association Common Area.
- (3) The property affected by said instrument is described as, to wit:

Brunswick Lakes, Sections 7 and 8, additions in Harris county, Texas, according to the maps or plats thereof recorded in the Map Records of Harris County, Texas, under Clerk's File Nos. 20060120959 and 20080603108, respectively, along with any amendments, supplements, replats and annexations

- (4) The attached Instruments are true and correct copies of the originals.
- (5) On June 8, 2021, at a properly noticed meeting of the Board of Directors, the above-referenced policy was adopted, as indicated in this attached minutes from said meeting.

IN WITNESS WHEREOF, I have subscribed my name on this 2nd day of August, 2021.

Dylan Beason

By: _____

Dylan Beason, Agent for Brunswick Place Homeowners Association, Inc.

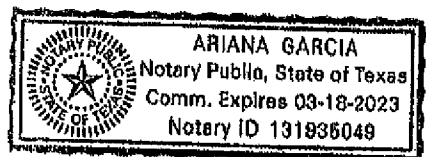
STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on the day personally appeared Dylan Beason, Agent for Brunswick Place Homeowners Association, Inc., and being by me first duly sworn, declared that he is the person who signed the foregoing document in his representative capacity and that the statement contained therein are true and correct.

Given under my hand and seal of office the 2nd day of August, 2021.

[Signature]

Notary Public, State of Texas



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Pages 8
08/06/2021 03:47 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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