



**RESOLUTION**  
*of*  
**BOARD OF DIRECTORS**  
*for*  
**WYNDEHAVEN LAKE ESTATES COMMUNITY ASSOCIATION, INC.**  
*regarding*  
**PARKING RULES AND REGULATIONS AND**  
**TOWING POLICY FOR WYNDEHAVEN LAKE ESTATES COMMUNITY**  
**ASSOCIATION, INC.**

At a regular meeting of the *Board of Directors* (Board) for the *Wyndehaven Lake Estates Community Association, Inc.* (Association), said meeting being properly called and a quorum being present, came to be heard the matter of establishing an automobile towing policy for the properties under the jurisdiction of the Association.

WHEREAS, the Wyndehaven Lake Estates Community Association, Inc. has jurisdiction over the property described in the *Declaration and of Covenants, Conditions and Restrictions for Wyndehaven Lake Estates*, recorded in the Records/Real Property of Fort Bend County, Texas at Fort Bend County Clerk's File No. 2011004185 as amended and/or supplemented (all such documents collectively referred to herein as the "Declaration");

WHEREAS, Article VIII, Section A of the Declaration provides that:

The Board has the authority to promulgate, make, modify, amend, cancel, limit, create exceptions to, and enforce reasonable rules and regulations concerning enforcement of the covenants and restriction contained in this Declaration....concerning the use and enjoyment of the Property, including without limitation, rules limiting the use of the Common Area, establishing and setting the amount of fines for violations of this Declaration, and all fees and costs generated in the enforcement of this Declaration. **Such rules shall be binding upon all Owners, residents, guest, invitees, and licensees, if any.** [emphasis added]

NOW, THEREFORE, BE IT RESOLVED, that the Association's Board hereby adopts the "PARKING RULES AND REGULATIONS AND TOWING POLICY" set forth below.

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**PARKING RULES AND REGULATIONS  
AND  
TOWING POLICY  
FOR  
WYNDEHAVEN LAKE ESTATES COMMUNITY ASSOCIATION, INC.**

Each Owner (as that term is defined by the Declaration) is responsible for assuring that Owner's tenant(s), occupant(s), guest(s), and invitees comply with the provisions of the Dedicatory Instruments. All vehicles located, whether standing or parked, within the Wyndehaven Lake Estates community are subject to the laws of the State of Texas, all applicable county and municipal laws, and the rules and regulations set forth herein. In the event an Owner, tenant, occupant, guest or invitee of an Owner violates any of the provisions of the Dedicatory Instruments [as that term is defined by Chapter 202.001(1) of the *Texas Property Code* or its successor statute], the Association's Board shall have the authority to take any of the action(s) described below. Any vehicle in violation of the aforementioned state, county, local, and community rules shall be subject to towing and/or fining.

Unless otherwise stated the terms below have the definition ascribed them in the Declaration.

**I. Vehicles Defined**

**A. Permissible Vehicles.** Vehicles that may be parked within the community include conventional passenger vehicles that:

1. Are in operating condition
2. Have current vehicle registration and inspection stickers
3. Comply with current mandatory insurance under the laws of the State of Texas
4. Are in daily use as motor vehicles on the streets and highways of the State of Texas
5. Do NOT exceed Eighty inches (80") in height
6. Do NOT exceed One Hundred inches (100") in width; AND
7. Have no advertising or signs located on them

**B. Restricted Vehicles & Equipment.** No commercial vehicles or non-motorized vehicles may be parked or stored on any part of any Lot, easement, or right-of-way. By way of example and not limitation such prohibited vehicles include:

1. tow trucks
2. plumbing or similar type service vans or trucks
3. boat
4. trailer
5. marine craft
6. recreational vehicle, motor home, camper
7. camper rig off of truck
8. hovercraft
9. aircraft
10. machinery or equipment
11. any vehicle of any type displaying a logo or advertisement for a business



## II. Parking and Storage Rules.

All streets located within the Subdivision are private streets dedicated to the use of Owners.

\*"Stored" shall mean: The parking of a vehicle for the shorter of: (i) seventy-two (72) consecutive hours; OR (ii) seven (7) days in any calendar month; whichever occurs first. Any vehicle not in daily use and that does not meet the requirements of a Permissible Vehicle as described above shall be considered to be "stored."

- A. No more than three (3) Permissible vehicles may be parked on the driveway of a Homesite at any time.
- B. Restricted vehicles and equipment may be parked in a resident's Lot provided they are completely concealed from public view in a garage or enclosure approved by the Architectural Review Committee.
- C. All vehicles must be parked in the driveway or garage of a Lot or a designated parking area within the Association
- D. NO STREET PARKING
- E. No vehicle may be parked so as to obstruct or block a sidewalk
- F. No vehicle may be parked in any unpaved area

## III. Enforcement Procedures

- A. **Written Notice of Violation.** The Board or Managing Agent shall notify the vehicle owner in writing of the specific violation as follows:

First Letter:	Courtesy Letter; Owner has 30 days from the date of the letter to cure the violation (209 Letter).
Second Letter:	Fines Begin as described below; Letter shall be sent by regular mail and certified mail, return receipt requested.
Additional Letters:	After the second demand letter, the Association may, at its discretion, choose to send additional demand letters or proceed with towing the violating vehicle. Any additional letters are subject to fines as described in paragraph 3 below.

The Association, at its discretion, may include multiple violations in each letter or may send a separate letter for each violation individually. Each letter shall describe each violation it contemplates individually and reasonably advise the Owner that each is a separate violation that will be fined separately according to the schedule below.

### B. Fining Schedule:

1. After the initial courtesy letter is sent, fines will begin to accrue as follows:

First Violation:	\$ 25.00 per violation
Second Violation:	\$ 50.00 per violation
Each Additional Violation:	\$ 75.00 per violation

2. Violations will be considered single occurrences or separate occurrences as determined at the sole discretion of the Board.
3. Fines shall be secured by the Association's continuing assessment lien as out in Article XVII, Section F of the Declaration.
4. The Board is hereby authorized at its sole discretion to impose a lesser fine or no fine at all for a violation of the Dedicatory Instruments including this policy. Any adjustment to the Fine Schedule by the Board shall not be construed as a waiver of this Fine Schedule or the Dedicatory Instruments.

**C. Towing.**

1. If an offending vehicle remains after the deadline indicated in the written notice or is a repeat offender within a period of one year, the vehicle is subject to tow without further notice at the expense of the vehicle owner. Towing charges shall not be considered a fine.
2. Vehicles parked in a designated Fire Lane or Tow-Away Zone will be towed without warning.

**IV. Miscellaneous**

- A. The Association is hereby authorized to engage a towing contractor/vendor and enter into a contract for towing service.
- B. Nothing herein shall be considered a condition precedent to filing suit and the Board is hereby authorized at its sole discretion to forego all or any number of steps in the policy described above and proceed immediately with litigation as provided in the Dedicatory Instruments and/or Texas law.
- C. This TOWING Policy is in addition to any other remedy the Association may have to pursue a violation of the Dedicatory Instruments and in no way limits or estops the Association from pursuing any other remedy to enforce the Dedicatory Instruments.
- D. All fines, costs, and expenses necessary to enforce the Parking Policy will be levied against the property owner and shall be an assessment against the owner's property and subject to all lien and collection powers of the Association pursuant to Article VIII, section B of the Declaration.

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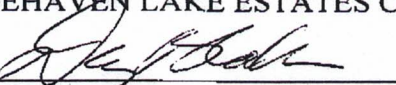
**CERTIFICATION**

I, the undersigned, am the duly elected and acting Secretary of WYNDEHAVEN LAKE ESTATES COMMUNITY ASSOCIATION, INC., a Texas non-profit Corporation, and do hereby certify that:

The foregoing *Resolution of Board of Directors for WYNDEHAVEN LAKE ESTATES COMMUNITY ASSOCIATION, INC. Regarding Parking Rules And Regulations And Towing Policy For Wyndehaven Lake Estates Community Association, Inc.* was properly adopted as of the 5<sup>th</sup> day of October, 2020.

WYNDEHAVEN LAKE ESTATES COMMUNITY ASSOCIATION, INC.

By:

  
Secretary

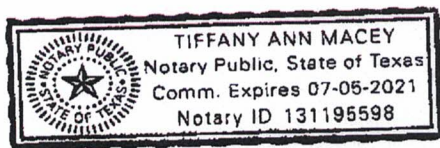
THE STATE OF TEXAS

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COUNTY OF FORT BEND

I, the undersigned, a Notary Public in and for the State of Texas, hereby certify that Dag Blok-Kum Secretary of WYNDEHAVEN LAKE ESTATES COMMUNITY ASSOCIATION, INC., signed to the foregoing instrument, and acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily for the uses and purposes and considerations stated therein.

Given under my hand and official seal this the 5 day of October, 2020



  
Notary Public - State of Texas

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