

Seventy-Six Fifty-Five South Braeswood Homeowners Association, Inc.
Responsibility List

This list has been compiled from our governing documents and rules and regulations

Topic	Association Responsibility	Owner Responsibility
Air Conditioning		All A/C equipment and lines; install and maintain A/C overflow line
Cable & Internet	Comcast Basic Service	Router, all other PC hardware and any other additional Internet services or TV links inside Unit
Carports	Aprons of carport slabs	Carport slabs, ceiling maintenance
Caulking	Caulking of exterior wood	Caulking of windows and doors
Chimney	Minor repairs to exterior of chimney structure resulting from normal wear and tear	Chimney caps and flue; chimney screens
Doors		Doors, fixtures, hardware, frame and weatherstripping; locks, keys, doorbell, and doormats; storm and burglar doors; weatherstripping (including any modifications)
Electrical Utilities		Electric meter, circuit and switch panel; lines from utility company junction box; all A/C components; all electrical outlets on the outside of your home,
Exterior Surfaces	Repair of stucco, wood siding, and trim resulting from normal wear; gutters and downspouts	Damage caused by owner
Fences	Complex perimeter, pool perimeter, and stucco patio fences	Any damage caused by owner
Foundation		Shifting of foundations, maintenance of soil level below level of stucco
Gates	All access gates	Remote transmitters and keys
Insurance	Common elements insurance, director and officer insurance, workers comp insurance, umbrella liability	Homeowner, contents, flood, liability, and auto insurance
Interior		All interior items: floor coverings, sub-flooring, interior painting, wall coverings, etc.

Topic	Association Responsibility	Owner Responsibility
Landscape	Common area trees, plants, shrubs, grass, ground cover, etc.	Landscape within patios. Changes to front beds only with prior approval. Keep shrubs and planting away from stucco walls
Lighting	Tree lights, common lights, and carport lighting	Exterior light fixtures operated from a residence
Painting	Painting of stucco, wood siding and trim	Doors, all interior painting. Paint color of exteriors doors must conform to the 7655 Brown. ACC has color specs
Patio Areas	Patio fences and gates	Patio furniture and decking, plantings in beds inside patio; patio slab(s)
Pest Control	Common area fire ant, termite, and mosquito control	Interior pest control
Roofs	Roofs and flashing, pipe vents	
Sanitary Sewer		Sewer lines within unit and from unit tie-in to City sanitary sewer collection system
Signs	Entrance signs and planting	Per signage regulation
Skylights		All skylights and water leaks caused by them
Sprinkler System	Sprinklers in common area	
Storm Sewer	From drains to property boundary	
Swimming Pool	Pool, pool equipment, furniture, and restroom	
Telephone		Telephone lines located on lot but not maintained by telephone company
TV Antenna/ Satellite Dish		Only with Board approval. All TV wiring inside Unit
Water		All interior plumbing and exterior hose bibs. Repairs of leaks and drips. Hot water heater. Exterior faucets and pipes between house and city water meter.
Windows		Glass, windows, doors and sliding patio doors. Glass panes, caulk, and weather stripping. Window coverings and door screens

**7655 S. BRAESWOOD HOA
GUIDELINES FOR CARE OF STUCCO**

March, 2004, rev. Sept. 2009

TO: Homeowners at 7655 S. Braeswood
FROM: 7655 S. Braeswood Board of Directors
RE: Care of Stucco

The exterior walls of our complex were repaired and repainted in the spring of 2003 at a cost of close to \$200,000.00. In that process, the board learned more about stucco -- and the maintenance of stucco -- than any of us probably ever wanted to know! For example

- To extend the life of painted exterior stucco walls, they must be professionally power washed every 12 to 18 months -- at a cost of \$12,000 -- \$18,000 for our complex. A new budget item!
- Stucco, in our Houston humid climate, does NOT like greenery growing close to it! We have all seen how quickly the white stucco turns a dismal shade of "green-gray" when it is touched by the crepe myrtle trees that we have in the complex or by the growth from hanging baskets and the like in our patio/carport areas.

The Board has assumed the responsibility for making certain that common area greenery is pruned so as not to come into contact with the stucco walls. We are asking you, the homeowners, to adhere to the following policies:

- Do not plant "climbing plants" in your patio/carport areas -- i.e. jasmine, ivy's, philodendron -- those plants that love to cling to walls. As a practical matter, when the walls are power washed every 12 -- 18 months, these will have to be cut down.
- Do not put potted plants on your stucco patio walls.
- If you want to have hanging plants in your carports, please make certain that the plants do not come in contact with the stucco so as to retard discoloration. Keep them trimmed.
- If you have trees in your patio or carport areas, prune them regularly so that sunlight can get to the wall to help mitigate the discoloration.

Also, we ask that you not do anything to "break the seal" of the stucco -- i.e., putting nails, screws, etc. into it. This allows moisture and subsequently mold to "get in" and damage the stucco from the inside out. Stucco is great in the dry Southwest. Houston may be in the Southwest -- but certainly not in the "dry" portion!

We have asked the management company to pay particular attention to possible stucco problems on their weekly inspections and to notify homeowners so that these problems may be quickly corrected.

Our complex looks really good right now -- and we want to keep it looking that way.

Thanks for your help and concern.

RULES AND REGULATIONS AS TO APPEARANCE OF PROPERTY

PLANTINGS AND LANDSCAPING: Potted plants may only be placed inside carports and within patios. Disposable nursery containers for plantings are not allowed except inside patios. No plants may be placed on any wall, sill or ledge on the property. In those areas adjacent to a unit where a resident has assumed responsibility for plantings, or inside a gated entryway, the plants shall be sized appropriately for the area, shall be properly maintained, and shall not be allowed to become overgrown. The growing of vegetables and propagation of plants must be restricted to the patio or other non-common areas. Plantings that cling to walls or in any other way adversely affect the walls or foundations are not permitted anywhere on the property. Plantings inside patios must be maintained so as not to interfere with any plantings in the common area or their maintenance and must not adversely affect the area inside adjacent patios. All plantings are under the supervision and control of the Board of Directors.

DECORATIONS: Holiday, seasonal and patriotic decorations are permitted, provided that they do not constitute an annoyance to the other residents. No nails, screws, adhesives or other devices may be used to attach decorations to any surface under the maintenance control of the Association. Any decorations placed on or among plantings in the common area may not interfere with the maintenance of such plantings. The Association shall not be responsible for any damage to decorations resulting from the maintenance to plants. Decorations shall be removed after the relevant event or period is over. Decorations may not be attached to any wall.

EXCEPTION: American flags no greater than 3' x 5' in size may be displayed above the garage or carport by attaching a bracket to the wooden fascia. National flag etiquette must be followed at all times.

WINDOWS: The interior of windows may not be covered with foil, newsprint, wrapping paper, sheets, blankets or any covering other than standard shades, drapes or blinds. Window coverings visible from the exterior must be of a neutral color. Commercially applied reflective or insulating solar film is permitted provided such material is maintained and does not become unsightly. Only signs that are intended to direct rescue personnel or designate security systems may be displayed in windows. Banners, logos, decals, stickers, "For Sale" signs and the like shall not appear in or be attached to the interior or exterior of any window. Fans or window air conditioning units may not be mounted or installed in window openings – and may not be temporarily put into use without the prior approval of the Board.

SIGNAGE: Signs designating security systems are permitted. Signs advertising properties for sale are permitted, provided that they are located near a unit's garage or

carport and conform to the real estate sign size standard. In no case may the area of such a sign exceed 5 sq. ft.

CARPORTS: The following items are permitted inside carports: Bicycles; one (1) face cord of firewood stacked in a wood crib in such a way that the wood is stored off the ground and away from any walls; two (2) covered trash cans; and potted plants, if properly positioned and maintained away from the walls. Any use of a carport involving additional items shall be considered infrequent and temporary. Nothing shall be attached to any wall of a carport including the openings in the carport with the exception of security gates and/or fences; and a hanger for storing a coiled garden hose. Nothing shall be placed on the sills of the carport openings. Indoor/outdoor carpeting may be used only on the stoop near the rear door and cannot extend into the parking area. Said carpeting must be kept glued down and properly maintained. The concrete area where vehicles are parked may not be covered or altered. No storage facilities (e.g. shelves or cabinets) shall be built in or attached to the walls of a carport without the approval of the Architectural Committee and the Board.

MISCELLANEOUS:

Real estate "Open House" events may not be conducted on the property.

Garage sales and similar activities may not be conducted anywhere on the property

For safety reasons, the use of ramps or pipes for skateboarding or cycling anywhere on the property is prohibited.

ENFORCEMENT. The Board of Directors in its sole discretion may elect to levy fines for violation of these Rules. In accordance with 209.006 of the Texas Property Code and before levying a fine, the Association or its management company shall give written notice to the Owner by certified mail, return receipt requested. The notice shall (i) describe the violation that is the basis for the fine and state the amount of the fine; (ii) inform the Owner that the Owner is entitled to a reasonable period to cure the violation and avoid the fine unless the Owner was given notice and reasonable opportunity to cure a similar violation with the preceding six (6) months; and (iii) inform the Owner that the Owner may request a hearing under 209.007 of the Texas Property Code on or before the 30th day after the date the Owner receives the notice.

The fine for the first violation of these Rules shall be Twenty and No/100 Dollars (\$20.00). The fine for the second violation of these Rules shall be Twenty-five and No/100 Dollars (\$25.00). The fine for the third violation of these Rules shall be Fifty and No/100 Dollars (\$50.00). In the event of the fourth violation of these Rules, the Association shall take it upon themselves to hire the appropriate contractor to remedy the situation and the owner shall be billed for any and all expenses incurred.

In addition to, or in lieu of the foregoing, in the event these Rules are violated, the Association may bring an action at law for declaratory and/or injunctive relief with any

court of competent jurisdiction; or seek any other remedy allowed by law. In any event, the Association shall be entitled to seek and collect reasonable attorneys' fees, costs, and expenses incurred in the enforcement of these Rules.

The Association, its Board of Directors, and its managing agent shall have no liability. The Association expressly disclaims any liability for any damages to vehicles to which the Association exercises these remedies for violation of these Rules.

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 this 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 on

APR 27 2004



Dorothy B. Kaufman

COUNTY CLERK
HARRIS COUNTY, TEXAS

**RULES AND REGULATIONS
AS TO VEHICLES AND PARKING**

The following Rules and Regulations as to Vehicles and Parking restate and replace, in their entirety, any and all Rules and regulations regarding vehicles and parking which have been previously adopted or may have been adopted by the Board of Directors of Seventy-Six Fifty-Five South Braeswood (the "Association").

1. **RESTRICTIVE COVENANTS.** The Declaration of Covenants, Conditions and Restrictions for Seventy-Six Fifty-Five South Braeswood (the "Declaration"), filed under County Clerk's File No. E113347 of the Real Property Records of Harris County, Texas contains the following restrictive covenants regulating vehicles and parking at Seventy-Six Fifty-Five South Braeswood:

Article II, Section 3 of the Declaration expressly provides that:

In the event a dwelling is on a Lot which is not designated for on-site parking of automobiles(s), and parking is provided in the Common Area, then ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two (2) automobile parking spaces, which shall be as near as convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. In such event, the Association shall permanently assign two (2) automobile parking spaces for each such Lot.

The use of all other parking areas situated in the Common Area shall be subject to the exclusive control and management of the Board of Directors of the Association.

Further, Article VIII, Section 4 of the Declaration expressly provides that:

No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the Common Area.

2. PERMITTED VEHICLES.

(a) For purposes of these Rules, "vehicle" generally includes automobiles, motorcycles, motorized bikes, passenger trucks, small vans and similar passenger vehicles.

(b) Vehicles not in operating condition shall not be parked, repaired or stored (on blocks or otherwise) on any private street, alley, or in any guest parking area or any other area within the property. Without limitation, a vehicle shall be deemed to be not in operating condition if it has expired or missing license tags or inspection stickers, or is incapable of being driven due to mechanical condition of any kind. Boats, jet skis, trailers, campers, motor homes, recreational vehicles, trucks (other than standard pick-up trucks), trucks with dualie wheels and the like shall not be parked anywhere on the property.

(c) However, trailers, boats, motor homes, recreational vehicles or campers may be temporarily parked in streets and driveways as is necessary for residents to make preparations for the use of such vehicles, but in no event shall such temporary parking exceed a period of 48 hours.

(d) Commercial vehicles are permitted under the following conditions: 1) they must be used in trade by a resident; 2) their design must conform to the restrictions in the paragraph defining "vehicle"; and 3) when on the property they must fit and be parked entirely within a carport or garage, along with any racks, supplies or equipment on or attached thereto.

3. VEHICLE REGISTRATION.

(a) Each vehicle that is operated and parked on the property by a resident shall be registered by the resident with the Association through its management company. A decal or sticker will be issued for all registered vehicles.

(b) Such decal or sticker must be visibly displayed on the vehicle at all times.

4. PARKING.

(a) Garages and carports are for vehicle parking. When parked, a vehicle must be parked entirely within the garage or carport. Any other use of garage or carport space shall not displace any vehicle, in whole or in part, to the Common Area. A vehicle may be parked on the apron of a carport, if and only if, the entire vehicle fits on the apron in the same orientation of the carport (i.e. not diagonally or crosswise). Wherever parked on the property a vehicle must be parked as far into the parking space as its design will allow.

(b) No vehicle may be parked in a manner such that it obstructs the ingress, egress and free flow of traffic within the property, or in any way blocks or obstructs access to any garage or carport. No vehicle may be parked, even temporarily, such that it blocks the carport or garage of any resident without the express permission of that resident.

(c) Vehicles parked on the property may not be covered to conceal their nature or condition.

(d) Motorcycles, ATV's, golf carts and the like must be parked entirely within a garage or carport and must not displace any vehicle, in whole or in part, to the Common Area.

(e) If a resident owns or operates on the property more vehicles than can be accommodated by a garage or carport, the designated parking area for these additional vehicles will be the auxiliary parking area on the east side of the property, along the fence on the south side of the property or in the guest parking spaces in the mailbox area.

5. **GUEST PARKING.** No resident may use any guest or auxiliary parking area to circumvent any provision of these regulations. Temporary use of such areas is permitted if the garage or carport is being used for some activity. If a resident intends to have overnight guests for more than five (5) days, the resident must contact the Association's management company to obtain a guest-parking permit.
6. **VEHICLE OPERATION.** Each owner, resident or guest shall operate his or her vehicle in a safe and cautious manner while entering, exiting or maneuvering on the property so as to minimize the risk of property damage or personal injury.
7. **REPAIRS.** Minor repairs to a resident's vehicle are allowed provided that such minor repairs are completed within a 24-hour time period and such work is done wholly within the resident's garage or carport. Major repairs, rebuilding, restoration or maintenance of vehicles is prohibited, except for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a repair facility.
8. **NUISANCES.** Each vehicle shall be muffled and shall be maintained and operated to minimize noise, odor and oil or other fluid emissions. No owner, resident or guest shall cause or permit the blowing of a horn of any vehicle in which such resident, guest or family member shall be occupants while approaching the property or within the property. Unless placed wholly within an enclosed garage, no vehicle may be placed or kept on the property if the Board deems it to be unsightly, inoperable, inappropriate or otherwise in violation of these Rules.

9. **NO PARKING AREAS.** The Board shall have the right to designate, from time to time, "No Parking" areas on any street or parking area on the property.

10. **ENFORCEMENT.**

(a) The Board of Directors, in its sole discretion, may elect to levy fines for violation of these Rules. In accordance with 209.006 of the Texas Property Code, and before levying a fine, the Association or its management company, shall give written notice to the owner by certified mail, return receipt requested. The notice shall: (i) describe the violation that is the basis for the fine and state the amount of the fine; (ii) inform the owner that the owner is entitled to a reasonable amount of time to cure the violation and avoid the fine, unless the owner was given notice and reasonable opportunity to cure a similar violation within the past six (6) months; and (iii) inform the owner that the owner may request a hearing under 209.007 of the Texas Property Code on or before the 30th day after the date the owner receives the notice.

(b) The fine for the first violation of these Rules shall be Twenty and no/100 dollars (\$20.00). The fine for the second violation of these Rules shall be Twenty-five and no/100 dollars (\$25.00). The fine for the third violation of these Rules shall be Fifty and no/100 dollars (\$50.00). In the event of a fourth violation of these Rules, the vehicle shall be towed.

(c) Any vehicle in violation of these Rules is subject to being towed pursuant to the provisions of, and in accordance with Chapter 684, Texas Transportation Code ("Removal of Unauthorized Vehicle From Park Facility or Public Roadway"), at the sole expense and risk of the vehicle's owner.

(d) In addition to, or in lieu of the foregoing, in the event these Rules are violated, the Association may bring action at law for declaratory and/or injunctive relief with any court of competent jurisdiction; or seek any other remedy by law. In any event, the Association shall be entitled to seek and collect reasonable attorneys' fees, costs and expenses incurred in the enforcement of these Rules.

(e) The Association, its Board of Directors and its managing agent shall have no liability. The Association expressly disclaims any liability for any damages to vehicles to which the Association exercises these remedies for violation of these Rules.

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 the Public Records on the date and at the time stated herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

AUG 26 2003



David L. Kayser
COUNTY CLERK
HARRIS COUNTY, TEXAS

SEVENTY-SIX FIFTY-FIVE SOUTH BRAESWOOD

POLICY RESOLUTION: PARKING

WHEREAS Article II, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Seventy-Six Fifty-Five South Braeswood provides that "The use of all other parking areas situated in the Common Areas shall be subject to the exclusive control and management of the Board of Directors of the Association."; and

WHEREAS for the mutual benefit of all owners of the property and to promote the health, safety and welfare of the residents within the property, the Board of Directors of the Association wishes to establish a policy regarding the use of parking spaces and drives at Seventy-Six Fifty-Five South Braeswood,

NOW THEREFORE BE IT RESOLVED that the following rules and regulations be and are hereby adopted:

1. Parking spaces shall be for the parking of motor vehicles only.
2. No large commercial type vehicles, boats or any recreational type vehicles, or other vehicles deemed to be a nuisance by the Board shall be parked, stored or kept within the property at any time.
3. No resident shall park, store or keep any vehicle except within the parking space designed therefore and no inoperable or unlicensed vehicles shall be parked, stored, or kept in Common Areas. Inoperable or unlicensed vehicles shall include but shall not be limited to the following:
 - (a) Vehicles with flats
 - (b) Vehicles without engines or transmissions
 - (c) Vehicles sufficiently wrecked as to appear inoperable
 - (d) Vehicles not driven regularly deemed to be in storage
 - (e) Vehicles without license plates and/or inspection stickers
 - (f) Vehicles with expired license plates and/or inspection stickers
 - (g) Vehicles that cannot be lawfully operated on a public street or highway.

4. No person shall conduct major repairs or restoration of any motor vehicles upon any portion of the Common Areas.
5. Vehicles parked contrary to any of the above shall be noted by regular inspection and shall be subject to being towed at the owners expense.
6. Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the property except for purposes of transportation directly from a parking space to a point outside the property or from a point outside the property directly to a parking space.

ATTEST:

October 1, 1987
Date



President

Patricia A. Wittke

Richard C. Green