

Application for Gate Remote
Seventy-Six Fifty-Five South Braeswood Homeowners Association, Inc.

Please print or type all information.

Owner name:		Unit #:	
Home phone:		Mobile phone:	
Work phone:		E-mail:	

- Reason for request: 1. I am a new resident. *Proof of residence must be presented.*
 2. My remote is malfunctioning. *Remote must be surrendered.*
 3. I want an extra remote. *Section below must be completed.*

Reason for extra remote:

I understand that this is a request for a new, replacement, or extra remote. The board of directors of Seventy-Six Fifty-Five South Braeswood Homeowners Association, Inc. and RISE Association Management will review my request. Not all requests may be approved. I understand that I must pay \$30 (non-refundable) per remote and will be invoiced by RISE.

I understand that I must surrender my remote if (1) it is malfunctioning and I am requesting a replacement, or (2) if I move from the property.

Owner signature

Please fill out the form and contact Glen Parker, Vice-President 281-785-0769, lldj6601@gmail.com for the remote.



7655 South Braeswood Homeowner's Association

Architectural Control Committee Home Improvement Request

In order to protect each homeowner's property value and privacy, it is required for any homeowner or group of homeowner's planning improvements or changes to their deeded property (properties), to submit a HOME IMPROVEMENT REQUEST. This request is reviewed by the Architectural Control Committee (ACC) to ensure compliance with deed restrictions, local statutes and to protect neighboring homeowners. If any change is made that has not been approved, the ACC has the right to ask the homeowner to remove the improvement and/ or change from the property.

PLEASE FILL OUT THE ENTIRE FORM - Homeowners Information:

Last Name: _____ Date: _____
 First Name: _____ Home #: _____
 Address: _____ Work: _____
 Mobile: _____ Email: _____

Note: The Association will not be held responsible for ensuring compliance with restrictions regarding utility easements, building setbacks, building codes and other restrictions imposed by other local or state governing bodies or companies.

1. Describe in detail the change or improvement requested. PICTURES AND/OR A DIAGRAM OF ANY CHANGE OR IMPROVEMENT MUST BE INCLUDED WITH YOUR REQUEST IN ORDER TO BE CONSIDERED. Attach a copy of the plot with any elevation changes.

2. Who will perform the actual work? (If contractor, please include phone number)

3. The change or improvement will be located where?

- Front of house
- Back of house
- Patio
- Side of house*
- Other: _____

*if unit has a side yard, homeowner may not lock gate to yard. Side yard is easement and homeowner may not interfere with access to utilities.

4. Items:

- | | |
|---------------------------------|----------------------------------|
| <input type="checkbox"/> Paint* | <input type="checkbox"/> Screen |
| <input type="checkbox"/> Stain* | <input type="checkbox"/> Cement |
| <input type="checkbox"/> Lumber | <input type="checkbox"/> Fencing |
| <input type="checkbox"/> Brick | <input type="checkbox"/> Other |

*Attach a color sample below from the door chart or a chip of the actual paint or stain. This request will not be approved without them.

I understand that the Architectural Control Committee (ACC) has up to thirty (30) days, but will act upon this request



7655 South Braeswood Homeowner's Association

as quickly as possible and contact me regarding their decision(s). I agree not to begin property changes or improvements until the ACC informs me of their approval.

Homeowner further understands that should such repairs or additions cause a right-of-way problem when general maintenance is done to the side, back, front or roof of the unit that the homeowner will be responsible to replace such items added or repaired at their sole expense.

INDEMNITY AND HOLD HARMLESS AGREEMENT

Homeowner agrees to and will indemnify and hold harmless the Association, its Officers, Directors, Members, Employees, Agents or Deputies from and against any and all liability of every kind, including all expenses of litigation, court cost and attorneys fees, for injury to or death of any person, or for damages to any property, arising out of or in connection with the above referenced ACC request, including where such injuries, death or damages are caused by the Association's sole negligence or the joint or concurrent negligence of the Association and any other person or entity.

SATELLITE DISH DISCLAIMER (Please initial after reading) _____

- Satellite dishes may not be attached to: roof, gutters, fences, or carports. Any exposed wiring must be covered with conduit in a color matching existing siding. The homeowner has the responsibility to remove and reinstall the dish after any repairs are to the unit.

GENERAL DISCLAIMER (Please initial after reading) _____

- Homeowner agrees that any additions to the property including, but not limited to, patio cover's and/ or decking, that may interfere with or block access to the property for the purpose of making repairs or performing general maintenance, shall be removed by the homeowner before any work is started and shall be replaced the homeowner after the work is completed. The cost of any removal/replacement is the sole responsibility of the homeowner.

Signature of Homeowner

Start Date: _____

Completion Date: _____

Please complete and return to:
7655 S. Braeswood HOA Board
President, Nancy Reingold, nreingold@sbcglobal.net

ARCHITECTURAL CONTROL COMMITTEE USE ONLY

Name: _____
Name: _____
Name: _____

Date: _____
Date: _____
Date: _____

<input type="checkbox"/>	Approved	<input type="checkbox"/>	Disapproved
<input type="checkbox"/>	Approved	<input type="checkbox"/>	Disapproved
<input type="checkbox"/>	Approved	<input type="checkbox"/>	Disapproved

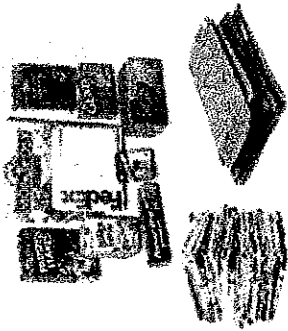
Comments: _____

The approved ACC form is valid for 6 months from the date of ACC approval. If the work is not begun within that time, a new application is required.

Wed.

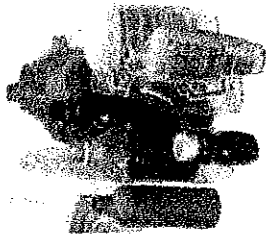
Acceptable Recyclable Material

Please place the following items dry, clean, and loose in your recycling container. **DO NOT BAG** your recyclables. - **NO PLASTIC BAGS!**



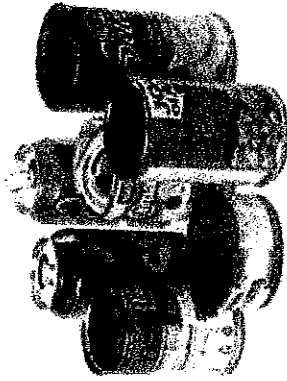
Paper Products

- Newspaper
- Magazines
- Catalogs
- Junk Mail
- Envelopes
- Greeting Cards
- Wrapping Paper
- File Folders
- Computer Paper
- Construction Paper
- Grocery Bags
- Soda & Beer Boxes
- Shoe Boxes
- Clean Pizza Boxes
- Cardboard Boxes
- Waxboard Containers (Juice Boxes)
- Egg Cartons
- Paper Towel Rolls
- Phone Books



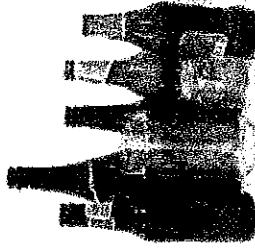
Plastics (Please rinse)

- Plastics #1-#7
- Milk & Juice Bottles
- Soda & Water Bottles
- Shampoo & Soap Bottles
- Bleach & Detergent Containers
- Household Cleaner Containers
- Plastic Flower Pots
- Yogurt cups
- Cups, Plates, & Dinnerware
- Prescription Pill Containers



Metals (Please rinse)

- Soda, Juice, & Beer Cans
- Canned Food Cans
- Pet Food Cans
- Aluminum Foil
- Pie Trays
- Metal Jar Lids
- Gutters (less than 5' long)
- Empty Aerosol Cans



Glass (Please rinse)

- Beer Bottles
- Wine Bottles
- Soda Bottles
- Jars



7655 South Braeswood HOA

CLUBHOUSE USE AGREEMENT & RELEASE CLUBHOUSE ONLY – NOT POOL

In consideration for reservation of the right to use the 7655 South Braeswood HOA Clubhouse and parking lot areas adjacent thereto, located at 7655 South Braeswood ., Houston, Texas (all such areas herein referred to as the "Club Room ") by the undersigned resident(s) of the 7655 South Braeswood HOA (hereinafter referred to as "Resident", whether one or more) for a private party to be held by Resident at the Center, Resident hereby agrees with 7655 South Braeswood HOA, Inc. (7655) as follows:

Deposit & Cleaning Fee: \$100.00

Trash MUST be taken out after event is over

Inventory of chairs and tables at check in _____

Inventory of chairs and tables at check out _____

Please mail or drop off the signed agreement accompanied by a check made out to 7655 South Braeswood HOA. to the management company.

RESERVATION

Date of Usage _____ Time _____

Name of Party Reserving Center _____

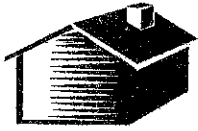
Address of Party Reserving Center _____

Home Phone _____ Work Phone _____

Total number of guests will not exceed _____ (7655 reserves the right to limit the total number of guests prior to or during the private event).

USAGE: Resident and Resident's guests and invitees shall use the center only in strict compliance with all rules established by 7655 for use of the center, including all rules posted at the center, and each of the following (the "Rules and Regulations"):

1. The club room may be reserved (i) only by a full time resident of 7655 subdivision and (ii) only if all assessments applicable to the lot upon which resident resides are paid in full. Each resident may receive one free rental per year and any additional rentals at a fee of \$ _____ per agreement.



7655 South Braeswood HOA

2. 7655 does not employ lifeguards or other personnel to supervise the center or pool area located therein. Residents assume all risks associated with use of the Club Room and all full responsibility of the conduct and safety of residents and all other persons present at the center during resident's period of use.
3. All parties shall end (i) for children under age of sixteen by 10:00PM and (ii) for all others by 11:00PM and all clean-up set forth below in the "CLEAN-UP" section, paragraph 1, shall be completed within sixty (60) minutes following the end of the party.
4. All persons attending the party shall leave the center (including the adjacent parking area) within sixty (60) minutes following the end of the party.
5. Barbecuing, grilling or any other cooking are prohibited outside of the confines of the clubhouse.
6. Use of any glass or other breakable containers or utensils are prohibited outside of the confines of the clubhouse.
7. Noise levels, including music, shall be maintained at a level, which is not audible inside any house in 7655 subdivision or a nuisance or annoyance to area residents.
8. Putting nails into walls or use of anything sticky to attach anything to walls or ceilings are prohibited. Any damage caused by failure to abide by this rule will result in an additional charge to the responsible person renting the center.
9. Use of the center for the party is limited to the date and only during the time set forth above. 7655, its officers, agent or employees, shall be authorized to immediately terminate such use and to require residents and residents guests to immediately vacate the center when, in the sole opinion of 7655, its officers, agents or employees, the conduct of any person becomes offensive, noisy, dangerous, or illegal, or is otherwise in violation of any rules and regulations or which infringes upon the rights of adjoining property owners or residents.
- 10. NO ALCOHOL IS ALLOWED ON THE PREMISES OF THE CLUBHOUSE OR POOL AREA.**
11. While using the pool during the party, all pool rules must be followed.
12. Balloons are strictly prohibited in the clubhouse.



7655 South Braeswood HOA

CLEAN-UP: Reimbursement and indemnity

1. Resident shall insure that the center shall be left in a clean, sanitary, and presentable condition acceptable to 7655 whose sole opinions and decisions regarding acceptability shall be binding on resident. Residents specifically agree to return all chairs and other equipment to storage, to leave restrooms in a clean and sanitary condition, and to collect all trash and debris in trash bags and to leave such bags in the appropriate trash disposal areas. If clean up is deemed necessary by 7655, its' officers, agents, or employees; residents shall forfeit the deposit of \$100.00 and any additional fees incurred by 7655 to cover the cost of clean-up.
2. Resident shall be fully responsible for, and shall reimburse 7655 for, any and all damages incurred to the center, and any equipment or facilities located thereon, resulting directly or indirectly from resident's use of the center.
3. Resident will at all times indemnify and keep indemnified 7655, its directors, officers, and agents and employees and hold all parties harmless from and against any and all claims, liabilities, damages, losses, costs, charges and expense of whatsoever kind or nature, to persons or to property, including attorney fees, which it shall or may at any time sustain or incur and attributable, directly or indirectly to any legal proceedings or suit instituted to enforce the obligations of residents under this indemnity agreement.

STATEMENT - Return of Deposit: Residents shall pay over to 7655 all sums due by resident to MCIA under any of the provisions of this agreement immediately upon receipt by resident of a statement settling for the sums due. Such statement shall set forth a responsible itemization of all costs, charges, and expenses due. Resident hereby expressly agrees to accept the statement of 7655 of any loss, costs, changes, expenses or liability incurred or paid by 7655 by reason of the provision of this agreement as conclusive evidence against resident of the fact and extent of resident's liability to 7655.

MISCELLANEOUS: This agreement constitutes the sole and entire agreement between the parties, shall be binding upon their respective successors and assigns, and may not be amended except by in writing signed by each party hereto.

Signature

Date

YOUR SIGNATURE ACKNOWLEDGES YOU HAVE READ, UNDERSTAND AND AGREE TO ALL TERMS HEREOF.

**IMPORTANT CONTACT & GENERAL INFORMATION FOR
7655 S. BRAESWOOD RESIDENTS**

BOARD OF DIRECTORS

Your Board of Directors are all volunteers here to serve the Community. If you have a question or concern, please feel free to contact them.

ARCHITECTURAL CONTROL COMMITTEE (ACC)

The architect who originally designed the property established the architectural character of our community. The Board of Directors is responsible for preserving and maintaining the architectural integrity of the property. To fulfill this obligation, the Architectural Control Committee has established certain architectural control standards.

Should you wish to make any changes, additions or alterations to the exterior of your home, you must send an email to support@riseamg.com to obtain a Home Improvement Request Form to fill out and attach necessary documents. You must then submit all the information to 7655 HOA Board of Directors for processing, who will then forward it to the Committee for their consideration and approval or non-approval. You will be advised of the decision. No work may begin without formal approval from the Committee.

LIMITED ACCESS GATES

The telephone entry system uses your existing telephone line to communicate with visitors at the entry gate. A visitor will simply dial the four-digit code listed next to your unit number on the resident list adjacent to the keypad. The system will then dial your telephone number. Once caller has been identified as someone you know or are expecting, press "9" on key pad to allow access. Owners have gate remotes. To exit property, pull up close to Gate 2 & 3; Gate 1 opens in; there is a line on the ground indicating where to stop.

POOL RULES

Please observe the rules posted at the pool.

TRASH AND RECYCLING

Trash collection are Wednesdays and Saturdays. Covered trash cans should be left close to the outside of your carport/garage. Trash must be put in plastic bags, not loose. Recycling collection in on Wednesdays, usually early in the morning; put out the night before or before 6 am the day of.

OUTSIDE ANTENNAS/SATELLITE DISHES

Without written approval from the Board of Directors & the ACC; no exterior antennas or satellite dish of any sort shall be installed on any portion of the buildings or common areas.

PARKING AND PROPERTY RESTRICTIONS

Consult the Rules and Regulations as to Vehicles and Parking document.

PETS

No more than **2 household pets** allowed per household. Animals are not to be allowed to roam freely throughout the community. Dogs must be on a leash at all times in the community, **(this is a City of Houston Ordinance)**. *Lillian's Law, effective September 1, 2007*, requires all dog owners to properly secure their dogs on the property. The Law provides that a dog owner can be held **criminally responsible** if the dog causes bodily injury or death at a location other than the owner's home/property, in an unprovoked attack due to the owner's criminal negligence failing to secure the dog.

In addition, owners be responsible for **CLEANING UP AFTER YOUR DOGS**

Please be considerate of your neighbors. Pet owners, please ensure your pet does not disturb other residents, due to excessive noise or acts of destruction.

TO REQUEST A WORK ORDER, CONTACT:

Once you are registered with RISE Management Company you may access the portal to send work orders. Register at www.riseamg.com. Include your name, unit number, phone number, what the problem is and any related pictures. **Do not** contact any maintenance person directly. A work order **must** be submitted.

POLICE, FIRE AND MEDICAL EMERGENCIES: CALL 911

Calmly state the emergency issue. First responders are dispatched for 911 calls according to the perceived emergency status.

NON-EMERGENCY: POLICE, COMMUNITY MATTERS

HPD Braeburn Storefront 713-726-7126 Located at 7576 West Bellfort

ELECTRICAL OUTAGES

Centerpoint Energy, 713-207-2222 or 800-332-7143

WATER LEAKS

City of Houston Public Works Dept. 311

ON-SITE CABLE & INTERNET

Comcast 800-266-2278 (24/7)

Service is provided by Comcast. New homeowners must call to initiate service. If you are Planning to move, call to have your service disconnected and make arrangements to return Your cable and internet equipment.

**FRANK, ELMORE, LIEVENS, CHESNEY
& TURET, L.L.P.**

JERRY L. ELMORE
RICHARD C. LIEVENS
WILLIAM S. CHESNEY, III
CHARLES S. TURET, JR.
DAVID W. HANNAH, JR.
KRISTI A. SLAUGHTER

ATTORNEYS AT LAW
NIELS ESPERSON BUILDING
808 TRAVIS STREET, SUITE 2600
HOUSTON, TEXAS 77002-5778
TELEPHONE: (713) 224-9400
FACSIMILE: (713) 224-0609

OF COUNSEL:
EDWIN H. FRANK, JR., P.C.
WILLIAM L. VANFLEET, II
RICHARD C. YOUNT

May 6, 2004

Seventy-six Fifty-five South Braeswood Homeowners Association, Inc.
c/o Association Management, Inc.
Attn: Michael Quast
9575 Katy Freeway, Suite 130
Houston, Texas 77024

IN RE: *Secretary's Certificate*

Dear Michael:

Enclosed please find the recorded original of the Secretary's Certificate
(Resolution Adopting Rules and Regulations as to Appearance of Property).

Best Regards,



Carolyn Gordon
Assistant to Richard C. Lievens

/cg
Enclosures

RECEIVED
MAY 10 2004

7655 SOUTH BRAESWOOD HOMEOWNERS ASSOCIATION

POLICY RESOLUTION: INSURANCE LATE FEES

WHEREAS the Association has the authority to obtain insurance on all townhouses, residences, carports, additions and improvements;

AND WHEREAS in the best interest of the Association a blanket policy has been obtained by the Association for all townhomes;

AND WHEREAS it is desirable to adopt a policy for the payment of insurance premiums in a timely manner;

AND WHEREAS in accordance with the governing documents and the Texas Property Code the Association finds it necessary to impose administrative fees, interest, and late fees on owners who do not pay the premium in a timely manner;

NOW THEREFORE BE IT RESOLVED that the following policy be and is hereby adopted by the Board of Directors:

1. If any individual unit insurance premium is not paid by the Owner by March 1st of each year, at which time the Association is required to pay the premium on behalf of the homeowners who have not paid their premium, the Owner will be charged an administrative fee of \$50.00.
2. If the Owner has still not reimbursed the Association by April 1st of the same year, the Owner will be responsible for an additional late fee of \$100.00.

Adopted this 27th day of April, 2006

ATTEST: April 27 2006
Date

Mary Ann Moss
Secretary

John A. Hagler
President

[Signature]
Notary Public/State of Texas

