

TIMBERGATE HOMEOWNERS' ASSOCIATION . INC.
RESOLUTION TO AMENDMENT THE
POLICY AFFECTING INOPERABLE AND ILLEGALLY PARKED VEHICLES THE
TERM OF THE BOARD OF DIRECTORS AND ASSESSMENT LATE FEE

WHEREAS the Board of Directors of the Timbergate Homeowners' Association . Inc., a Texas non-profit corporation , convened its regular business meeting, at 7:00 p.m. on Wednesday, October 2013, at the Community Fire Department at 16003 Bellaire Blvd, Houston, Texas 77083, and heard numerous Member complaints concerning parking of inoperable and illegally parked vehicles in violation of the "Policy Affecting Inoperable and Illegally Parked Vehicles". originally adopted in 2005 and currently posted on the Timbergate web page.

WHEREAS, for the purposes of definition, the aforementioned "Resolution", defines an "inoperable vehicle" as "2(A) a motorized vehicle with an expired State of Texas inspection sticker", "2(8) a motorized vehicle with an expired State of Texas registration sticker" and "2(C) a motorized vehicle that cannot move on its own ability". Section 3(A) defines an "illegally Parked Vehicle" as a motorized vehicle that is parked within the boundaries of a painted and/or marked red zone". and "3(8) as a motorized vehicle that is parked further than 18" from the top edge of the concrete curb." The aforementioned "Resolution" goes on to provide at item 4 , that "no vehicle shall be parked so as to obstruct the ingress or egress of other property owners, their families, guests and invitees from the curb-to-dwelling walkway of their property.

WHEREAS, The Association's Board of Directors has agreed that its existing Policy is inadequate and ineffective and by the authority vested to it by the Supplemental Declaration of Covenants, Conditions and Restrictions, authorizing it to "adopt, publish and enforce the rules and regulations governing the use of the common areas and facilities located thereupon" and to "regulate the personal conduct of the members and their guests thereon" and to "establish penalties for any and all infractions thereof", the Board of Directors does hereby provide the following amendments to its " Resolution Affecting Inoperable and Illegally Parked Motor Vehicles", to wit:

I. POLICY IMPLEMENTATI ON -, enforcement of the "Amended Policy Affecting Inoperable and Illegally Parked Vehicles" will be implemented when filed with County. The Board has entered into an agreement with PD Towing, a licensed and insured private property towing service to begin making unscheduled patrols of our community, on a 24 / 7 basis.

II. "WARNINGS" PD Towing Operators are authorized to place, upon sighting, a bright fluorescent "warning sticker" on the driver's side window of any unattended vehicle, parked on a street or alley right-of-way, where;

- 1) the Texas or Out-of-state Registration or License Plate sticker is expired or missing;
- 2) the Texas or Out-of-State Inspection Sticker is expired or missing;
- 3) it is obvious that the vehicle is incapacitated, (i.e., flat tire, hood up, missing wheel(s), etc.)
- 4) either of its tires are situated on a grassy area, whether privately owned or common area;
or
- 5) it is parked in an angular, erratic or hazardous manner, where one or more of its tires is situated 18 or more inches from the street-side edge of the curb, or where it restricts or impedes the line of vision at a corner or intersection for other drivers or pedestrians, or the safe flow of passing traffic.

Any "Warning" sticker placed on a vehicle will indicate the date, time and reason it was placed. The sticker will also advise the vehicle owner that if the infraction hasn't been cured or corrected or the vehicle hasn't been moved to a private driveway, garage or repair facility, within the 24 hour grace period, it will be towed.

III. TOW AWAY ZONES - Certain sections of the street and alley right-of-way curbs at intersections, alley accesses, mailbox clusters, fire hydrants and the community reader board and flagpole area, have been painted red, with white lettering, clearly designating them as "TOWAWAY ZONES". Parking in these areas is prohibited at all times. Any portion of an unattended vehicle found to be encroaching into one of these red painted zones will be considered, for all intents and purposes, a violation and will result in the vehicle being towed upon sighting, at the owners expense and without warning. If you have to park near one of these "RED ZONES" ... please check your vehicle's positioning to make sure ... before walking away from it Recovering a towed vehicle isn't cheap!

DANGER TO HEALTH, SAFETY AND WELFARE of OTHERS" Any vehicle parked on a street or alley right-of-way, that can reasonably be deemed as dangerous, hazardous or a threat to the health, safety or welfare of the community, shall be immediately towed from the subdivision, at the owners expense and without warning. Examples under this section include, but are not limited to, leaking gasoline or diesel fuel or major leaks of oil, radiator anti-freeze, transmission or power steering fluid, vehicles resting on blocks, jacks or jack stands or any other type of mechanical or hydraulic lifting device. that could break, fail, fall or be knocked over causing serious bodily injury or harm. This is not to say these items can't be used, just don't leave your vehicle unattended while doing so.

BLOCKING of PRIVATE PROPERTY WALKWAY - This is probably the single most common complaint. Every property owner pays for and deserves unrestricted access to their curb-to-dwelling walkway, for themselves and/or their invited guests. The Association, unfortunately, does not have domain over a Members private property, however, the property owner does have the right to have a vehicle that is restricting his/her ingress and egress to their private property towed. They, at their option, could summon Arrow or any other "private property" licensed towing service provider for that purpose. That being said, however, such a transaction would not involve the Association.

SIGNAGE - A red-on-white 18" X 24" "Warning Sign" has been affixed to the stationary side of the entry gate bearing the universal "towing" symbol, as well as the legally required verbiage, in clear and precise English warning of a 24 / 7 Towing Policy, providing the name of the Towing Company and their 24 hr telephone number.

DISCLAIMER - ALL vehicles, prior to being "hooked-up" to the tow truck, will have one or more digital photos taken as evidence of the vehicle's positioning, encroachment and/or other violation(s) for future use in court, if necessary, to prove the violation causing the vehicle's being towed in the first place. It is every Members responsibility to make sure their family, renters, lessees, visitors and/or vendors are aware of this policy. No exceptions, of any kind, will be considered. Once a vehicle has been taken into the control and custody of PD Towing, the only way to get it back is through them. The average cost of recovering a towed vehicle, within the first 24 hrs is approximately \$250.00. It is NOT the desire of the Board to TOW anyone's vehicle, however, if it happens, it will be as a result of a conscious and deliberate choice by the vehicles operator to ignore and disregard the "Rules and Regulations" of the HOA, in spite of the provided "warnings". That having been said, Timbergate Homeowners' Association, Inc., assumes no liability or responsibility for any damage, lost time, inconvenience, and/or other loss whatsoever, resulting from a vehicle owner / operators actions and / or lack of good judgment.

Note: If your vehicle has a "minor fluid drip" you are asked to take remedial measures to use oil absorbent, kitty litter, or sand or cardboard on the pavement. The association has also adopted a new 15 MPH community-wide speed limit and has posted a new 18' X 24" "15 MPH SPEED LIMIT" sign, donated by Member Pam Cates and it too, is affixed to the stationary side of the entry gate. Members are reminded that the street and alley rights-of-way are common areas and the Association has the authority to "police" them and make and enforce the rules regulating their use.

BE IT KNOWN that we, the undersigned, constituting all of the currently seated Directors to the Board of the Timbergate Homeowners' Association, Inc., on this date do hereby acknowledge that the actions, as described herein below, have been approved and adopted by our Unanimous Written Consent at a properly noticed and called meeting, pursuant to and in accordance with Article V, Section 3, of the By-Laws.

WHEREAS, Article IV, Section 2, of the By-Laws, as amended on October 25, 2005, state in clear and unambiguous terms, that "the term of a Director shall be three (3) years and staggered", and because no terms were defined at the time of the "association-wide election" held on June 10, 2013, at the Annual Meeting of the Members, The Board found it necessary to devise a fair and equitable system of determining how to designate which currently seated Director would serve whatever length of term to finally arrive at a point where the Board would eventually consist of three to five Directors, each of which would serve for three (3) years, but which would always allow for at least one incumbent Director to always be on the Board.

THEREFORE, BE IT RESOLVED, that on this date, the day this document is filed with County, the Board of Directors unanimously agreed to, approved and adopted a plan, that the five (5) currently seated members of the Timbergate Board of Directors, shall draw from a hat, a piece of folded paper numbered 1 through 5, and that the numbers 1 and 2 would serve a one year term, and at then either be re-elected or replaced at the 2014 election to a three year term, the numbers 3 and 4 would serve two 2 year terms, then be re-elected or replaced at the 2015 election to a 3 year term and then, by the 2016 election, all 5 Directors would be serving 3 year terms with staggered terms, always having at least one incumbent Director on the Board.

Whereas, the Board of Directors determined it had a fiduciary responsibility to the Association to implement a \$50.00 late fee to all homeowners who pay their association fees past the due date and charge the maximum amount of interest as authorized by Texas State Legislation.

BEFORE ME, the undersigned Notary Public, in and for the State of Texas, on this _____ day of _____, 2015, did appear the persons shown above and known to me to be the Board of Directors of the Timbergate Homeowners Association, Inc., at their Regular Board Meeting on the date stated herein above, and executed the foregoing instrument for the purpose(s) herein expressed.

Timbergate Homeowners Association, Inc.
Representative

Notary Public

My commission expires :

(Seal)