


CORPORATE CERTIFICATE
LAKE BREEZE COMMUNITY ASSOCIATION, INC.

The undersigned certifies that he is the attorney for LAKE BREEZE COMMUNITY ASSOCIATION, INC. (the "Association"). The Association is the property owners' association for Lake Breeze Section One, Lake Breeze Section Two, Lake Breeze Section Three and Lake Breeze Section Three Replat No. 1, subdivisions in Montgomery County, Texas (collectively the "Subdivision"), according to the maps or plats thereof recorded in the Map Records of Montgomery County, Texas.

The Association is a Texas nonprofit corporation, and attached to this certificate is a true and correct copy of the **RESOLUTION OF THE BOARD OF DIRECTORS OF LAKE BREEZE COMMUNITY ASSOCIATION, INC.**

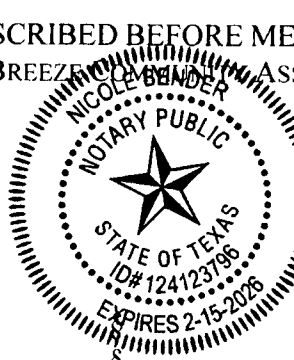
Signed this 13th day of January, 2023.




BRYAN P. FOWLER, Attorney

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 13th day of January, 2023, by BRYAN P. FOWLER, Attorney for LAKE BREEZE COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

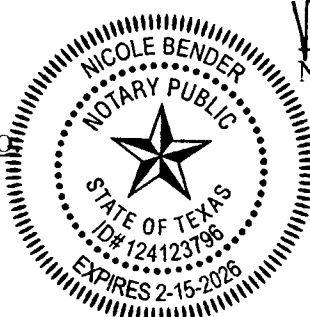


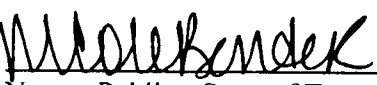


Notary Public - State of Texas

THE STATE OF TEXAS §
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COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 13th day of January, 2023, by BRYAN P. FOWLER, Attorney for LAKE BREEZE COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.





Notary Public - State of Texas

AFTER RECORDING RETURN TO
BRYAN P. FOWLER
The Fowler Law Firm
505 West Davis Street
Conroe, Texas 77301

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
LAKE BREEZE COMMUNITY ASSOCIATION, INC.**

WHEREAS, LAKE BREEZE COMMUNITY ASSOCIATION, INC. is the property owners association for Lake Breeze Section One, Lake Breeze Section Two, Lake Breeze Section Three and Lake Breeze Section Three Replat No. 1, subdivisions in Montgomery County, Texas (collectively the "Subdivision"); and

WHEREAS, LAKE BREEZE COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation (the "**Association**"), is governed by that certain *Declaration of Covenants, Conditions and Restrictions* – Clerk's File No. 2006-060360; *Supplemental Declaration of Covenants, Conditions and Restrictions* – Clerk's File No. 2008-018442; and *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lake Breeze Section Three* – Clerk's File No. 2020-022847, recorded in the Official Real Property Records of Montgomery County, Texas (collectively the "Declaration"); and

WHEREAS, the Association is further governed by those certain *Bylaws*, recorded under Clerk's File No. 2020-020876 (the "**Bylaws**"); and

WHEREAS, pursuant to Article 6 of the Bylaws, the Board of Directors (the "Board") shall have the powers and duties set forth in the Declaration, as well as those necessary for the administration of the affairs of the Association;

WHEREAS, pursuant to Article I and IX of the Declaration, the Board of Directors of the Association is authorized to adopt, amend, repeal and enforce various rules and regulations and fines, as it deems necessary or desirable with respect to the interpretation and implementation of the Bylaws, Architectural Guidelines and Regulations, and the Declaration; and

WHEREAS, pursuant to Chapter 204.010 of the Texas Property Code, the Board of Directors of the Association is authorized to regulate the use, maintenance and appearance of the Subdivision, as it deems necessary or desirable with respect to the interpretation and implementation of the Bylaws, Architectural Guidelines and Regulations, and the Declaration.

WHEREAS, pursuant to the Declaration, the Common Areas of the Association shall include and consist of, among other things, various Reserves, as shown on the Plat, and all other real property owned by the Association for the common use and benefit of the Members of the Association, including, but not limited to, any private streets within the Subdivision; and

WHEREAS, pursuant to item F of Section 2.6 of Article II of the Declaration, the Common Area is reserved for the common use, benefit and enjoyment of the Owners, subject to such reasonable Rules and Regulations governing the use thereof as may be promulgated by the Association. An Owner's right to use the Common Area is appurtenant to title to a Lot. Each Owner shall observe and comply with any reasonable Rules and Regulations promulgated and published by the Association relating to the Common Area and shall be deemed to acknowledge and agree that all such Rules and Regulations, if any, are for the mutual and common benefit of all Owners; and

WHEREAS, pursuant to Sections 9.6 and 9.7 of Article IX the Declaration, the Board shall have the right to remedy violations of the Declaration including on the Common Area, in violation of the provisions of said section and to recover the cost of such removal from the Owners responsible; and

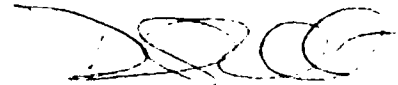
WHEREAS, the Board finds that it is in the best interest of residents of the Subdivision for the Board to adopt rules governing parking within the Common Areas of the Subdivision, including the privately owned streets, in order to promote vehicle safety, ease congestion, prevent vehicular accidents and improve enjoyment of the Lots within the Subdivision, as authorized and anticipated by the Declaration.

NOW, THEREFORE, BE IT RESOLVED, that the Association, by and through the Board, hereby adopts the Parking and Towing Policy attached hereto and incorporated herein for all purposes as Exhibit "A".

EXECUTED AND EFFECTIVE this the 5 day of January, 2023.

ASSOCIATION:

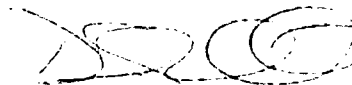
**LAKE BREEZE COMMUNITY ASSOCIATION,
INC., a Texas nonprofit corporation**



President

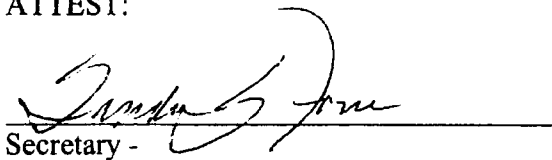
CERTIFICATION

I, as Board President, hereby certify that the Board of Directors of the Association voted to adopt this Resolution.



President

ATTEST:



Secretary -

EXHIBIT "A"

**LAKE BREEZE COMMUNITY ASSOCIATION, INC.
PARKING AND TOWING POLICY**

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

WHEREAS, LAKE BREEZE COMMUNITY ASSOCIATION, INC. is the property owners association for Lake Breeze Section One, Lake Breeze Section Two, Lake Breeze Section Three and Lake Breeze Section Three Replat No. 1, subdivisions in Montgomery County, Texas (collectively the "Subdivision"); and

WHEREAS, LAKE BREEZE COMMUNITY ASSOCIATION, INC., a Texas nonprofit corporation (the "Association"), is governed by that certain *Declaration of Covenants, Conditions and Restrictions* – Clerk's File No. 2006-060360; *Supplemental Declaration of Covenants, Conditions and Restrictions* – Clerk's File No. 2008-018442; and *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lake Breeze Section Three* – Clerk's File No. 2020-022847, recorded in the Official Real Property Records of Montgomery County, Texas (collectively the "Declaration"); and

WHEREAS, the Association is further governed by those certain *Bylaws*, recorded under Clerk's File No. 2020-020876 (the "**Bylaws**"); and

WHEREAS, pursuant to Article 6 of the Bylaws, the Board of Directors (the "Board") shall have the powers and duties set forth in the Declaration, as well as those necessary for the administration of the affairs of the Association;

WHEREAS, Pursuant to Article I and X of the Declaration, the Board of Directors of the Association is authorized to adopt, amend, repeal and enforce various rules and regulations and fines, as it deems necessary or desirable with respect to the interpretation and implementation of the Bylaws, Architectural Guidelines and Regulations, and the Declaration; and

WHEREAS, pursuant to Chapter 204.010 of the Texas Property Code, the Board of Directors of the Association is authorized to regulate the use, maintenance and appearance of the Subdivision, as it deems necessary or desirable with respect to the interpretation and implementation of the Bylaws, Architectural Guidelines and Regulations, and the Declaration.

WHEREAS, pursuant to the Declaration, the Common Areas of the Association shall include and consist of, among other things, Restricted Reserve A, B, C, D, E and F, as shown on the Plat, and all other real property owned by the Association for the common use and benefit of the Members of the Association, including, but not limited to, any private streets within the Subdivision; and

WHEREAS, pursuant to item F of Section 2.6 of Article II of the Declaration, the Common Area is reserved for the common use, benefit and enjoyment of the Owners, subject to such reasonable Rules and Regulations governing the use thereof as may be promulgated by the Association. An Owner's right to use the Common Area is appurtenant to title to a Lot. Each Owner shall observe and comply with any reasonable Rules and Regulations promulgated and published by

the Association relating to the Common Area and shall be deemed to acknowledge and agree that all such Rules and Regulations, if any, are for the mutual and common benefit of all Owners; and

WHEREAS, pursuant to Sections 9.6 and 9.7 of Article IX the Declaration, the Board shall have the right to remedy violations of the Declaration including on the Common Area, in violation of the provisions of said section and to recover the cost of such removal from the Owners responsible; and

WHEREAS, the Board finds that it is in the best interest of residents of the Subdivision for the Board to adopt rules governing parking within the Common Areas of the Subdivision, including the privately owned streets, in order to promote vehicle safety, ease congestion, prevent vehicular accidents and improve enjoyment of the Lots within the Subdivision, as authorized and anticipated by the Declaration.

WHEREAS, the Board finds that it is in the best interest of residents of the Subdivision for the Board to adopt rules governing parking within the Common Areas of the Subdivision, including the privately owned streets, in order to promote vehicle safety, ease congestion, prevent vehicular accidents and improve enjoyment of the Lots within the Subdivision, as authorized and anticipated by the Declaration.

NOW, THEREFORE, the Association, by and through the Board, has duly adopted this Parking and Towing Policy (the "Policy"):

1. Applicability.

- 1.1. This Policy shall be applicable to the Common Areas of the Subdivision, as defined in the Declaration, which shall be understood to include all Common Areas, including the private streets within the Lake Breeze Subdivision.

2. Rules and Regulations Concerning Vehicles.

- 2.1. Except as provided herein, no owner, lessee, or occupant of a lot, including all persons who reside with such owner, lessee or occupant on the lot, shall park, keep or store any vehicle on a lot which is visible from any street in the Subdivision, or any neighboring lot, other than a passenger vehicle or pickup truck and then only if parked on the driveway for a period not exceeding 48 consecutive hours. For purposes of these Rules, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the state of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the state of Texas, and a sport utility vehicle used as a family vehicle; the term "pickup truck" is limited to a three-quarter ton capacity pickup truck which has not been adapted or modified for commercial use. No passenger vehicle or pickup truck owned or used by the owner or residents of a lot shall be permitted to be parked overnight on a street in the Subdivision. No guest of an owner, lessee or other occupant of a lot shall be entitled to park any passenger vehicle or pickup truck overnight on a street in the Subdivision or on the driveway of a lot for a period longer than 48 consecutive hours. The Association Board of Directors shall have a right to cause a vehicle parked on the street that is part of the Common Area in violation of the provisions of these Rules and/or the Declaration, to be towed in the manner provided in the Texas Transportation code.

- 2.2 No inoperable vehicle of any kind shall be parked, kept or stored on a lot if visible from a street in the Subdivision, Common Area or neighboring lot. As used herein, a vehicle is deemed to be inoperable if it does not display all required current permits and licenses, it is on a jack, or does not have fully inflated tires, or it is not otherwise capable of being legally operated on a public street or right away.
- 2.3. No mobile home trailer, utility trailer, recreational vehicle, boat or the like shall be parked or kept or stored on a street in the Subdivision for any length of time or on the driveway of a lot for more than 24 hours in any 14 day period, unless parking on a driveway is otherwise permitted in writing by the Board of Directors of the Association, due to special circumstances as provided in the Declaration, but then only at the location and for the duration specified by the Board.
- 2.4. No passenger vehicle, pickup truck, motorcycle, mobile home trailer, recreational vehicle, utility trailer, boat or other vehicle of any kind, shall be constructed, reconstructed or repaired on any lot in the Subdivision, which is visible from a street within the Subdivision or another lot, and then only if the work is not a nuisance to surrounding residents due to noise, light, odor or the like.
- 2.5 No vehicle of any type shall be kept or operated on any Association property, including the private streets in within Lake Breeze Subdivision, in such a way as to constitute a nuisance or danger.
- 2.6 The Board of Directors of the Association shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable or inoperable. No dismantling or assembling of a motor vehicle, boat, trailer, any truck or any other machinery or equipment shall be permitted on any easement or Common Area, including the private streets in within the Lake Breeze Subdivision.
- 2.7. Any disabled, inoperative, abandoned, wrecked or junked vehicle parked or stored on any Common Area, including the private streets in within the Lake Breeze Subdivision, is a vehicle kept, parked, stored, or maintained in violation of this Policy.

3. Additional Rules and Regulations.

- 3.1. Vehicles parked within the Subdivision, in addition to complying with these Rules and the Declaration, shall be parked in such a manner as to not impede or block sidewalks or extend beyond the parking spots.
- 3.2. Vehicles shall not be parked in fire lanes, along curbs, impede the normal flow of traffic, block any sidewalk or mailbox, extend into the street from a private driveway, or otherwise prevent ingress and egress of any other vehicle to the Common Areas, adjacent parking spaces or the open roadway.

- 3.3. All Owners are responsible for ensuring that their family members, employees, visitors, guests, invitees, tenants and agents observe and comply with these Rules and the Declaration, as may be adopted and/or amended by the Board.

4. Enforcement.

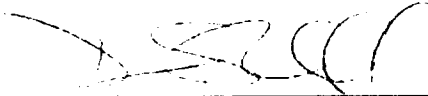
- 4.1. The Association may exercise its right to remove anything placed on the Common Area or in the streets of the Subdivision in violation of the provisions of these Rules or the Declaration, including having any vehicle towed that has been determined to be disabled, abandoned, wrecked, junked, non-operating, or is otherwise in violation of these Rules or the Declaration, as they may be amended. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner.
- 4.2. The Association shall contract with a private towing company to post proper signs and tow vehicles pursuant to this Policy, and in accordance with the requirements of Texas Occupations Code Chapter 2308, as may be amended.
- 4.3. Prior to towing, the Board will attempt follow the enforcement procedures as noted in Exhibit I attached hereto and incorporated herein for all purposes. Notwithstanding the foregoing, there may be circumstances, as detailed in these Rules, or otherwise determined by the Board, which do not allow the procedures in Exhibit I.
- 4.4. Any vehicle (a) parked in a designated fire lane or designated no parking area, (b) blocking a sidewalk, (c) impeding access to sidewalk ramps, (d) extending into street, and/or (e) constituting a safety hazard, may be subject to immediate towing without notification to the owner of the vehicle.
- 4.5. The Association reserves the right to exercise all other powers and remedies provided by the Association's governing documents or the laws of the state of Texas.
- 4.6. These Rules may be amended or terminated from time to time at the discretion of the Board.
- 4.7. Any violation of these Rules shall be determined at the sole discretion of the Board, or as such authority may be properly delegated.
- 4.8. When a violation is determined to exist and where the Board deems it to be in the best interests of the Association to refer the violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating owner, filing suit, and/or seeking injunctive relief or any other remedy available at law or in equity against the owner to correct or otherwise abate the violation. Attorneys' fees and all costs incurred by the Association in enforcing the Declaration and administering this Policy will become the personal obligation of the Owner.
- 4.9. All capitalized terms undefined in these Rules shall have the same meanings herein as described to them in the Declaration.

- 4.10. This Policy is effective upon recordation in the Official Public Records of Real Property of Montgomery County, Texas and amends and restates any policies regarding the subject matter hereof. Except as affected by this Policy, all other provisions contained in the Declaration and/or any other dedicatory instruments of the Association shall remain in full force and effect.

EXECUTED AND EFFECTIVE this the 5 day of January, 2023.

ASSOCIATION:

**LAKE BREEZE COMMUNITY
ASSOCIATION, INC., a Texas nonprofit
corporation**

A handwritten signature in black ink, appearing to be "J. S. [unclear]", written over a horizontal line.

President

EXHIBIT 1
LAKE BREEZE COMMUNITY ASSOCIATION, INC.
TOWING POLICY

Procedure	Sighting	Action
Written Notice 1 st Citation	1 st Sighting	The property owner has at least ten (10) days to cure the compliance issue.
Towing	2 nd Sighting	Upon the expiration of the cure period noted in the courtesy notice, the Association or its agent may contact a towing company to have the vehicle removed.

Towing Procedure:

Once a vehicle is towed by the towing company neither the Board, nor the Association, will have the authority to waive any fees on behalf of the violator. A violator will be responsible for any towing fees that are charged to the violator to retrieve vehicle.

E-FILED FOR RECORD

01/13/2023 02:25PM



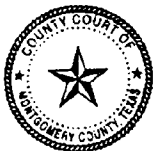
L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

01/13/2023



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas