

*PARKING RULES AND ENFORCEMENT*  
*Association Policy*  
**BEVERLY OAKS TOWNHOUSES**

DECLARATION made this 1st day of January 2021 by the Beverly Oaks Homeowner's Association, Inc.,

Witnesseth:

WHEREAS, the Beverly Oaks Homeowners' Association, Inc., ("Association"), is a domestic corporation organized in 1982 by the developer New Mac, Inc., as recorded with the Secretary of State of the State of Texas on May 24, 1982, (filing number 60888401) formed for the purpose of maintenance, preservation and architectural control of the residence lots and common areas within the Beverly Oaks subdivision.

WHEREAS, Beverly Oaks is a subdivision of 95 townhouses located in Irving, Texas also known as the Freeman Irving Heights Addition Block A /Lots 1 -22, Block B /Lots 1-48, and Lot C /Blocks 1-25 of the City of Irving, Dallas County, Texas according to the map recorded in Volume 811197, Page 1973, Map Records, Dallas County, Texas.

WHEREAS, the Beverly Oaks subdivision has common areas owned by the Association which includes the 2023 Wilshire building lots and fences, Brentwood and Wilshire roadways, water mains and valves under the street and fire hydrants, entryway gates and gardens, treadle and warning lights at the community exit, concrete screening fence separating the subdivision from the multifamily property to the west, storm drains running under the subdivision, concrete screening fences on either side of the exit alley, sewer mains, cul-de-sac gardens, and the community mailboxes collectively known as The Freeman Irving Heights Addition Block A /Lot 23 and Split A ACS 2.0804, as conveyed in Volume 83030, Page 2277, Dallas County Records.

WHEREAS, the Beverly Oaks Homeowners' Association, Inc., ("Association"), has declared that the real property described herein as the Beverly Oaks subdivision shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (hereinafter called collectively "Declaration of Covenants and Restrictions" or "Declaration") set forth in a Declaration of Covenants and Restrictions ("Original Declaration") recorded on June 16, 1982 (Volume 82117, Pages 1451) with amendments recorded on February 10, 1983 (Volume 83030, Page 2277) and January 1991 (not recorded).

NOW THEREFORE, this Declaration further defines the powers of the Board of Directors to enforce parking rights on common properties and easements consistent with Article VI of the Beverly Oaks Townhouses Declaration of Covenants and Restrictions, "*Property Rights in The Living Units and Common Properties*".

#### **SECTION 1: POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors shall do all such acts and things except those that may not be delegated to the Board of Directors by law, by the Beverly Oaks Townhouses Declaration of Covenants and Restrictions or by the Bylaws of the Beverly Oaks Homeowners' Association. Such powers and duties of the Board of Directors shall be done for and on behalf of the Owners.

#### **SECTION 2: AUTHORITY TO ENFORCE PARKING RULES**

Authority is established herein for the Board of Directors and its agents to place notices upon vehicles, to tow and/or impound vehicles, and/or boot vehicles of individual owners and their guests, contractors, and delivery providers for failure to comply with the community parking rules that are contained herein.

### SECTION 3: COMMUNITY PARKING PLAN

All living units were constructed with adequate space to park for 4 vehicles (i.e., two in the garage and two in the driveway). This space is intended to be the primary parking area for that living unit's owners, residents, and visitors to park.

Additionally, twenty-two visitor parking slips were constructed for temporary use (i.e., less than twelve hours) and occasional use (i.e., less than 10 days a year) by visitors when the living unit's 4 vehicle parking spaces are occupied.

If the living unit's owners or residents have reduced the unit parking capacity, have prohibited vehicles (e.g., commercial, recreational, or disabled), or routinely have the need to park more than 4 vehicles, then the living unit's owners or residents are to acquire, at their expense, off-site parking or otherwise reduce their parking needs.

### SECTION 4: PROHIBITED PARKING

The following actions are violations of the parking rules:

- (1) **PARKING ON THE COMMUNITY DRIVE IS PROHIBITED AT ALL TIMES.** The community drive is labeled as Brentwood Drive, Brentwood Court, Wilshire Drive and Wilshire Court and recorded in Dallas County as Freeman Irving Heights, Split A ACS 2.0752, in Volume 83030/2277 DD02091983 CO-DC, 12771000000A 2CI12771000.
- (2) **RESIDENT PARKING IN VISTOR PARKING AREA IS PROHIBITED AT ALL TIMES.** Visitor parking is defined as the parking easements at 1900, 1908, 1914 Wilshire Drive, 1609, 1615, 1623 Brentwood Drive, 122 Wilshire Court, and 101 Brentwood Court.
- (3) **PACKAGE CENTER PICKUP/DROPOFF PARKING IN EXCESS OF 15 MINUTES** Package center pickup/drop off area is defined as the large driveway in front of the 18-foot wide door at 2023 Wilshire Drive, and the north curb area between 2021- 2023 Wilshire Drive.
- (4) **VEHICLE ARE PROHITED FROM ENTERING OR BLOCKING THE SINGLE CAR DRIVEWAYS AT THE PACKAGE CENTER.**
- (5) **VISITOR PARKING IN VISTOR PARKING AREA FOR MORE THAN 10 DAYS IN A 12 MONTH PERIOD IS PROHIBITED.**
- (6) **PARKING OF COMMERCIAL VEHICLES AND TRAILERS IN ANY VISIBLE AREA OF THE COMMUNITY IS PROHIBITED AT ALL TIMES.** Commercial vehicles include but are not limited to as service vehicles (e.g., tractors, trailers, panel trucks, food trucks, tow trucks, taxi cabs, or vehicles with utility racks, or visible utility equipment), emergency, construction or maintenance equipment (e.g., police cars, backhoes, front end loaders, lifts, etc.) and vehicles with commercial tags or signage.
- (7) **PARKING OF RECREATIONAL VEHICLES AND TRALERS IN ANY VISIBLE AREA OF THE COMMUNITY IS PROHIBITED AT ALL TIMES.** Recreational vehicles include but are not limited to RV, campers, water craft, off-road vehicles, golf carts, cooking apparatus or associated trailers.
- (8) **PARKING OF WRECKED, VEHICLES WITHOUT CURRENT LICENSE PLATES OR REGISTRATION OR DISABLED VEHICLES IN ANY VISIBLE AREA OF THE COMMUNITY IS PROHIBITED AT ALL TIMES.**
- (9) **PARKING ON OR DRIVING OVER UNPAVED AREAS**

**SECTION 5: PENALTIES FOR PARKING RULES VIOLATIONS**

The Association may tow or boot any vehicle in violation of the parking rules. The Association has no liability for service fees or damages to the vehicle as a result of this action.

**SECTION 6: FAILURE TO ENFORCE IS NOT A WAIVER**

The Board of Directors and its agents do not routinely or systematically patrol the community. As a result, not every parking violation will result in an enforcement action. The failure of the Association to enforce prior violation or enforce violation on other vehicles is not a waiver of the rules.

The Board of Directors, in on their sole discretion, reserves the right to be more vigilant in the enforcement of some violations instead of others based on concerns for safety or the potential for property damage, the incidence of specific violations in the community or the incidence of violations in specific areas of the community, and/or the parking violation history of specific owners or residents.

**SECTION 7: NOTICE REQUIRED**

**NO NOTICE IS REQUIRED TO TOW OR BOOT A VEHICLE PARKED ON A COMMUNITY DRIVE** for more than one hour. The community drive is labeled as Brentwood Drive, Brentwood Court, Wilshire Drive and Wilshire Court and recorded in Dallas County as Freeman Irving Heights, Split A Acs 2.0752, in volume 83030/2277 DD02091983 CO-DC, 12771000000a 2CI12771000.

**FOR ALL OTHER VIOLATIONS, PRIOR TO TOWING OR BOOTING A VEHICLE, THE BOARD OF DIRECTORS SHALL DELIVER A WARNING LETTER** by taping it to the vehicle window and sending it via certified mail, regular mail, and email to the homeowner of the unit associated with the vehicle operator, if known. If not known, then sent to the vehicle owner of record.

The letter shall contain the following verbiage verbatim:

*If vehicles owned or driven by you, your renters, workmen, or guests with the license number(s) \_\_\_\_\_ [insert license plate number] park in the designated visitor parking spaces located at \_\_\_\_\_ [insert address] the vehicle may be towed from these spaces without additional notices at any time during the next 12 months. You will receive no additional warnings. The Association does not routinely patrol the community, so the vehicle may not be towed after every infraction.*

*When the vehicle is towed it may be retrieved by calling \_\_\_\_\_ [insert service company or other contact] at \_\_\_\_\_ [insert service company or other contact phone]. \_\_\_\_\_ [insert service company or other contact] is located at \_\_\_\_\_ [insert service company or other contact address].*

*You will be liable for any towing, booting or other service fees. The Association has no liability for service fees or damages to the vehicle as a result of this action. Please keep this letter for future reference.*

**SECTION 8: DISPUTE OF A WARNING LETTER**

An Owner may dispute a parking violation warning letter. The dispute shall be delivered in writing and by certified mail, general mail and email to the address listed on the warning letter.

Upon receipt of a dispute, the Board of Directors not tow or boot a vehicle until it has considered the owners position and responded to the owner’s dispute.

**SECTION 9: ENFORCEMENT**

Enforcement of this policy shall be by any proceeding at law or in equity by the Association or any Owner against any person or persons violating or attempting to violate any decision of the Association which are made pursuant thereto, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association contained shall in no event be deemed a waiver of the right to do so thereafter. Likewise, Owners shall have similar rights of action against the Association.

**SECTION 10: CONFLICT**

To the extent that any conflict arises between this document and the Beverly Oaks Townhouses Declaration of Covenants and Restrictions, the Beverly Oaks Townhouses Declaration of Covenants and Restrictions document shall control and govern.

**SECTION 11: SEVERABILITY**

Invalidation of any section of this policy by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

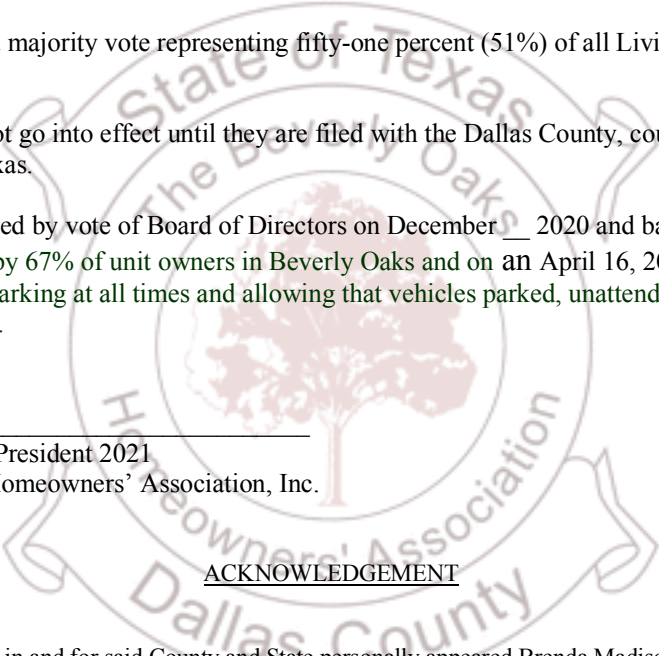
**SECTION 12: AMENDMENTS TO THIS POLICY**

This policy can be modified by a majority vote representing fifty-one percent (51%) of all Living Units. "Representing" is defined as tendering a ballot.

Amendments to this policy do not go into effect until they are filed with the Dallas County, county clerk or the records custodian for Dallas County, Texas.

Irrevocably approved and executed by vote of Board of Directors on December \_\_ 2020 and based on the CC&R amendments approved on February 20, 2012 by 67% of unit owners in Beverly Oaks and on an April 16, 2019 vote (35 approved (70%), 15 disapproved) prohibiting street parking at all times and allowing that vehicles parked, unattended, for more than 1 hour may be towed without warning or notice.

Executed by: \_\_\_\_\_  
Randy Ranew, President 2021  
Beverly Oaks Homeowners' Association, Inc.



ACKNOWLEDGEMENT

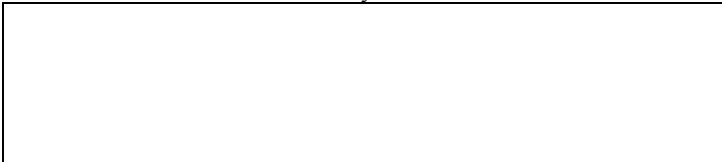
State of Texas, County of Dallas

Before me the undersigned, a notary in and for said County and State personally appeared Brenda Madison known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes therein expressed.

Given under me had and seal of office. This \_\_\_ day of January 2021

\_\_\_\_\_  
Notary Public

Notary Seal



Executed by: \_\_\_\_\_  
Shedrick Jackson, Secretary 2020  
Beverly Oaks Homeowners' Association, Inc.

ACKNOWLEDGEMENT

State of Texas, County of Dallas

Before me the undersigned, a notary in and for said County and State personally appeared Ron Olson known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes therein expressed.

Given under me had and seal of office. This \_\_\_ day of January 2021

\_\_\_\_\_  
Notary Public

Notary Seal

