

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 the private streets know as Kudu St., Caravel St., and Pinafore St. (within the Gardens of Villages of Westcreek).

2. Unapproved Vehicles.

- 2.1. No Owner, Resident or guest may keep, park, store, or maintain boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, other recreational vehicles or commercial vehicles of one (1) ton or greater load capacity shall be kept, parked or stored on any Lot (or parked on any street abutting any Lot), unless properly screened from public view in a manner approved in writing by the ARC or unless such vehicle is temporarily parked in connection with services being performed on the Lot. No vehicles, trailers, implements or apparatus may be driven or parked in the Common Areas or on any easement unless such vehicle, trailer, implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction will not apply to any driveways, roads, parking lots or other areas designated by the Board of Directors as intended for such vehicular use. No abandoned, derelict or inoperable vehicles may be stored or located on any Common Area, including the private streets in within the Gardens of Villages of Westcreek.
- 2.2. No Owner, Resident or guest may keep, park, store, or maintain vehicles or similar equipment within the Common Areas, including the private streets in within the Gardens of Villages of Westcreek, except for temporary parking incident to the contemporaneous use of such object or as otherwise approved by the Board and/or this Policy.
- 2.3. No Owner, Resident or guest may keep, park, store, or maintain vehicles or similar equipment within any unpaved portion of any Common Areas, including the private streets in within the Gardens of Villages of Westcreek.
- 2.4. No vehicle of any type shall be kept or operated on any Association property, including the private streets in within the Gardens of Villages of Westcreek, in such a way as to constitute a nuisance or danger.

- 2.5. Without limiting the foregoing, it shall be presumed that any vehicle that does not have attached a current license plate, current registration, current safety inspection sticker (if required by statute), or has one or more flat tires, or is otherwise inoperative, abandoned, disabled or partially disassembled, is a vehicle kept, parked, stored, or maintained in violation of this Policy. The Board 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 Gardens of Villages of Westcreek.
- 2.6. Any disabled, inoperative, abandoned, wrecked or junked vehicle parked or stored on any Common Area, including the private streets in within the Gardens of Villages of Westcreek, is a vehicle kept, parked, stored, or maintained in violation of this Policy.

3. Rules and Regulations.

- 3.1. Cars parked within the community 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. The operation of any and all vehicles in the community shall be restricted to paved roadways.
- 3.4. No person shall operate a vehicle in the community without a proper state-issued operating license and without using any state-law required safety equipment.
- 3.5. All Owners are responsible for ensuring that their family members, employees, visitors, guests, invitees, tenants and agents observe and comply with this Policy 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 in violation of the provisions of this Policy, including having any vehicle towed that has been determined to be disabled, abandoned, wrecked, junked, non-operating, or is otherwise in violation of this Policy 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 1 attached hereto and incorporated herein for all purposes. Notwithstanding the foregoing, there may be circumstances, as detailed in this Policy or otherwise determined by the Board, which do not allow the procedures in Exhibit 1. If the property Owner is not known, no written notice is required.
- 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. This Policy may be amended or terminated from time to time at the discretion of the Board.
- 4.7. Any violation of this Policy 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 this Policy shall have the same meanings herein as prescribed to them in the Declaration.
- 4.10. This Policy is effective upon recordation in the Official Public Records of Real Property of Bexar 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.

[SIGNATURE PAGE(S) TO FOLLOW]

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE VILLAGES OF WESTCREEK OWNERS' ASSOCIATION, INC.**

WHEREAS, the Villages of Westcreek is a residential community located in Bexar County, Texas (“**Subdivision**”);

WHEREAS, Villages of Westcreek Owners' Association, Inc., a Texas nonprofit corporation (the “**Association**”), is governed by that certain Villages of Westcreek Declaration of Covenants, Conditions & Restrictions recorded on or about January 27, 1987 in Volume 3921/Pages 1961-2013 of the Official Public Records of Real Property of Bexar County, Texas (as further amended and/or supplemented, the “**Declaration**”);

WHEREAS, the Association is further governed by those certain Third Amended and Restated Bylaws of the Villages of Westcreek Owners' Association, Inc. recorded on November 28, 2018 as Document No. 20180232751 of the Official Public Records of Real Property of Bexar County, Texas (the “**Bylaws**”);

WHEREAS, pursuant to Article VII, Section 7.13 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 VII, Section 7.07 of the Declaration, the Board of Directors shall have those powers enumerated in the Bylaws of the Homeowners' Association so as to enable it to provide for maintenance of Homeowners' Common Area, and reasonable management of Homeowners' Association affairs.

WHEREAS, pursuant to the Declaration, the Common Areas of the Association shall include and consist of, among other things, all areas (including the improvements thereon) within the Property owned or to be owned by the Association for the common use and enjoyment of the Members;

WHEREAS, pursuant to Article III of the Declaration the Association, each Owner has a non-exclusive right and easement of use and enjoyment for the purposes intended in and to the Common Area. However, such right and easement of use and enjoyment is subject to the right of the Association, by and through the Board, to publish and enforce reasonable rules and regulations governing the use and enjoyment of Common Area or any part thereof, all of which reasonable rules and regulations shall be binding upon, complied with and observed by each Owner;

WHEREAS, pursuant to Article III, Section 3.02(c) of the Declaration, the Board shall have the right to remove anything placed on the Common Area in violation of the provisions of this 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.

[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED AND EFFECTIVE this 25 day of MARCH, 2021.

ASSOCIATION:

VILLAGES OF WESTCREEK OWNERS' ASSOCIATION, INC.,
a Texas nonprofit corporation

By: Richard Gentry
Name: [Signature]
Title: BOD President

CERTIFICATION:

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

By: Richard Gentry
Name: [Signature]
Title: BOD President

EXHIBIT A

VILLAGES OF WESTCREEK OWNERS' ASSOCIATION, INC.
PARKING AND TOWING POLICY

[ON FOLLOWING PAGES]

EXECUTED this 25 day of MARCH, 2021.

ASSOCIATION:

VILLAGES OF WESTCREEK OWNERS' ASSOCIATION, INC.,
a Texas nonprofit corporation

By: Richard Gentry
[Signature], President

STATE OF TEXAS §
 §
COUNTY OF Bexar §

On this 25 day of March, 2021, before me, the undersigned notary public, personally appeared Richard Gentry, President of Villages of Westcreek Owners' Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

[Signature]
Notary Public, State of Texas

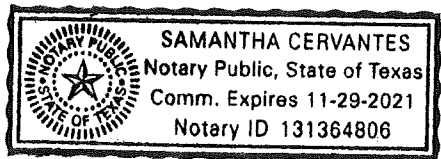


EXHIBIT 1

VILLAGES OF WESTCREEK OWNERS' 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.