

**RESOLUTION OF THE BOARD OF DIRECTORS OF
CROSSING AT TWO CREEKS HOMEOWNERS ASSOCIATION, INC.**

PARKING AND STORAGE OF VEHICLES POLICY

WHEREAS, Two Creeks Unit 1 is a residential subdivision located in Bexar County, Texas (hereinafter the "Subdivision"); and,

WHEREAS, The Crossing at Two Creeks Homeowners Association, Inc., a Texas non-profit corporation (hereinafter the "Association"); which is referred to in the Two Creeks Unit 1 Declaration of Covenants, Conditions, Easements and Restrictions; and,

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions for Two Creeks Unit 1 (hereinafter called the "Declaration") grants, in Article 6(d), certain powers to the Association, to make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; and,

WHEREAS, the By-Laws for The Crossing at Two Creeks Homeowners Association, Inc. (hereinafter the "By-Laws") grants, in Article 4(n), certain powers to the Board of Directors to manage the property, business and affairs of the Association; and,

WHEREAS, the Declaration further states in Section (o) of EXHIBIT D that the Board of Directors (hereinafter called the "Board"); is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment and other property both on Lots and the Common Facilities (including Subdivision streets) as it may from time to time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood; and,

WHEREAS, the Board of Directors has established that it is in the best interest of the Association to establish a policy concerning the parking and/or storage of vehicles on Common areas including the private Subdivision streets of the association in order to promote safer traffic flow, to preserve the appearance of the neighborhood and to compliment the existing Declaration; and,

NOW, THEREFORE, BE IT RESOLVED THAT the Association does hereby adopt the following policy and procedures for the Parking and Storage of Vehicles on Association property:

**THE CROSSING AT TWO CREEKS HOMEOWNERS ASSOCIATION, INC
POLICY AND PROCEDURES FOR PARKING AND STORAGE OF VEHICLES ON
ASSOCIATION PROPERTY**

- I. **No operable vehicle, including but not limited to: buses, motor homes, campers, trailers, boats, trucks and/or vans in excess of one (1) ton capacity, service vehicles, delivery vehicles or commercial vehicles of any type, no equipment and no machinery shall be parked or permitted to remain on any**

Association Common Area or street for a period in excess of twenty-four (24) hours in any given fourteen (14) day period.

- II. No wrecked, junked, inoperable vehicle, equipment or machinery of any sort shall ever be kept, parked stored or maintained on any Common Area or Street or upon any Lot where the same is visible from any other Lot, Common Area or street.**
- III. No vehicle motorized or not; including but not limited to cars, pick up trucks, sport utility vehicles and motor cycles; No equipment; No machinery shall be parked closer than fifteen (15) feet to any fire hydrant.**
- III. No vehicle motorized or not, nor shall any equipment or machinery be parked [even temporarily] on any street closer than fifteen (15) feet to any intersection of two (2) or more streets; or closer than fifteen (15) feet to any traffic control device (i.e. Stop sign, Yield sign etc.) or in such a way that interferes or obstructs the flow of traffic in any direction on any street or at any intersection.**
- IV. Operable Vehicle is one that is in good mechanical condition and is presently registered, inspected and insured pursuant to the laws of the State of Texas.**
- V. Inoperable Vehicle is one that is not in good mechanical condition and/ or is not presently registered, inspected or insured pursuant to the laws of the State of Texas.**

1. Process for Identifying Violations. Violations will be noted on periodic subdivision inspections by a representative of the association's managing agent, along with reports phoned to their office. If a report is phoned to the office, either a member of the Board or a representative of the association's managing agent will perform a visual inspection for the alleged violation. An owner who is aware that a guest, invitee or licensee of the owner is in violation of these Policies and Procedures shall be responsible for all costs of the Association in obtaining compliance with these Policies and Procedures.

2. Process for Violation Notification

- **First Notice.** With the occurrence of the first violation a first class mail letter will be sent to the owner of record and tenant, if applicable, requesting that they cure the violation within five (5) calendar days.
- **Second Notice.** With the occurrence of the second violation or the failure to cure based upon the first sent notice, a certified mail letter will be sent to the owner of record and tenant, if applicable, requesting that they cure the violation within five

(5) calendar days and advising the owner that their rights to utilize the common area to park in violation of the Policies and Procedures of the Association will not be permitted. Each owner will be provided 30 days written notice in which to seek a hearing regarding the proposed action of the Association which may include the towing of any item parked in violation of these Policies and Procedures. If an owner requests a hearing within 30 days from the date the owner receives such notice from the Association a hearing shall be scheduled pursuant to Chapter 209 of the Texas Property Code. If no hearing is requested the Association shall have the right to remove any vehicle or item parked in violation to these Policies and Procedures and recover its costs from the non-complying owner. If a hearing is requested the Association may wait until after the hearing to remove any vehicle or item parked in violation to these Policies and Procedures, but the Association shall not be permitted to recover any of its costs of obtaining compliance until after the hearing if one is timely requested.

The owner of any such vehicle, automobile, equipment or machinery which is towed is also liable for the costs of storage and any other charges properly imposed by such towing or wrecker company.

- **Third Notice.** With the occurrence of the similar violation within any six month period, a letter will be sent via First Class Mail and Certified Mail Return Receipt Requested, to both owner and tenant, if applicable, notifying them of the second violation and requesting that they cure the violation within five (5) calendar days. The Association will have the right to recover all costs associated with gaining compliance without any additional right to a hearing by the owner.
- **Final Notice.** With the occurrence of a third similar violation, within the six month period, a letter will be sent via First Class Mail and Certified Mail Return Receipt Requested, to both owner and tenant, if applicable, advising them that they have five (5) calendar days to cure the violation or the matter will be turned over to the Association's attorney in addition to having the item removed pursuant to these Policies and Procedures. Additionally, if any owner shall fail to cure the violation within five (5) calendar days of said letter, the Association, through the Board of Director's authority, may file suit against the owner to resolve the violation and to recover all cost involved, including, but not limited to reasonable Attorney's fees.
- **Remedy not exclusive.** The Association may take any other action permitted by Texas law or the Declaration in addition to the action permitted by these Policies and Procedures.
- **Legal Services.** When a Homeowner is referred to an attorney for assistance in curing a violation and/or, for filing suit to cure a Violation the owner shall be charged attorney fees and/or related costs after such time that the owner has been provided notice as required by chapter 209 of the Texas Property Code, unless such notice is specifically not required by said statute.

- **Other Charges.** The Association will add to the owner's maintenance assessment account balance all charges authorized by the dedicatory instruments of the Association after such time that the owner has been provided notice as required by chapter 209 of the Texas Property Code, unless such notice is specifically not required by said statute.
- **Notification.** This policy will be mailed to each owner of record via first class mail and filed in the Real Property records of Bexar County, Texas.

4. Owner Address. It shall be the responsibility of each owner to keep the Association advised of their current mailing address if different than their Crossing at Two Creeks property address. All notices will be mailed to each Owner at their property in the Crossing at Two Creeks or to the last address on the books and records of the Association as shall be provided by the Owner in writing via Certified Mail Return Receipt Requested to the Association.

5. Waiver/Modification of Policy. The Board in its discretion may grant a waiver of any provision or otherwise modify any of the procedures contained herein upon petition of an Owner showing a personal hardship or to otherwise comply with state and federal law.

6. Required Action. Nothing contained in this Resolution, not otherwise required by the Declaration, shall require the Association to take any of the specific actions contained herein. The Board of Directors of the Association shall have the right, but not the obligation, to evaluate each violation on a case-by-case basis exercising its business judgment.

8. Amendment. This Policy may be amended from time to time by the Board of Directors.

SIGNED this the 13th day of JULY, 2009.

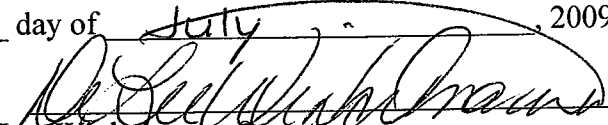
**CROSSING AT TWO CREEKS HOMEOWNERS
ASSOCIATION, INC.**

By David D. Bascom
David Bascom, President

CERTIFICATE OF SECRETARY

I hereby certify that as Secretary of the Crossing at Two Creeks Homeowners Association, Inc., that the foregoing Resolution of the Board of Directors was approved on the 13th day of July, 2009, at a properly noticed meeting of the Board of Directors at which a quorum was present.

DATED this the 13th day of July, 2009.

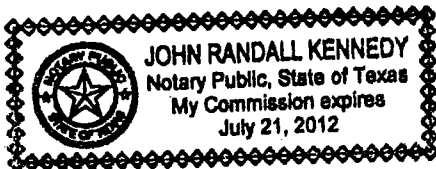

DeLee Winkelmann, Secretary


State of Texas

County of Bexar

On this the 13th day of July, 2009 appeared David Bascom, President of The Crossing at Two Creeks Homeowners Association, Inc., and DeLee Winkelmann, Secretary of The Crossing at Two Creeks Homeowners Association, Inc., and acknowledged to me that the executed the foregoing resolution of the Board of Directors of The Crossing at Two Creeks Homeowners Association, Inc. in their representative capacity.

Notary Public
State of Texas




Signature of Notary

John Randall Kennedy
Printed Name of Notary

July 21, 2012
Date Commission Expires

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Doc# 20090143955 Fees: \$32.00
07/28/2009 1:29PM # Pages 5
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

JUL 28 2009



COUNTY CLERK BEXAR COUNTY, TEXAS