

**CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS FOR  
PLUM CREEK HOMEOWNERS ASSOCIATION, INC.  
ADOPTING A POLICY FOR PARKING AND TOWING OF VEHICLES  
FOR  
PLUM CREEK PHASE 1, SECTIONS 6H-1 and 6H-2 (THE “PENINSULA”)**

STATE OF TEXAS

§

**KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF HAYS

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The undersigned, as the duly elected, qualified and acting Secretary of Plum Creek Homeowners Association, Inc., a Texas nonprofit corporation (the “**Association**”), hereby certifies on behalf of the Association that the following resolutions were duly adopted by the Board of Directors of the Association (the “**Board**”) at a meeting of the Board held on \_\_\_\_\_, 2026, and that such preamble and resolutions have not been amended or rescinded and are in full force and effect on the date hereof.

**WHEREAS**, Plum Creek (the “**Subdivision**”) and the lots contained within Plum Creek Phase 1, Section 6H-1 and Plum Creek Phase 1 Section 6H-2 are subject to that certain Plum Creek Master Declaration of Covenants, Conditions and Restrictions, recorded at Volume 1516, Page 342, Official Public Records of Hays County, Texas; as amended and supplemented from time to time (collectively referred to as the “**Master Declaration**”) and to that certain Consolidated, Amended and Restated Supplemental Declaration for Plum Creek Phase 1, Sections 6H-1 and 6H-2, recorded as Document No. 23003727, Official Public Records of Hays County, Texas (the “**Peninsula Declaration**”);

**WHEREAS**, pursuant to Article VIII, Section 8.7(D) of the Master Declaration, the Association, acting through the Board, has the authority to make reasonable rules and regulations for the operation of the Common Areas and any facilities thereon;

**WHEREAS**, pursuant to the Master Declaration and the Peninsula Declaration and the applicable recorded Plats in the Plat Records of Hays County, Texas the Subdivision contains private thoroughfares not accepted by an appropriate governmental entity and remain private property of the Association;

**WHEREAS**, in accordance with the authority granted to the Association, the Board now desires to adopt specific policies and penalties for the parking and removal of vehicles in the violation of this Policy (the “**Parking and Towing Policy**”), as set forth more fully herein below.

**NOW, THEREFORE, BE IT RESOLVED**, that the Association hereby adopts the Parking and Towing Policy attached hereto and incorporated herein by reference and attached as Exhibit “A”.

**BE IT RESOLVED, FURTHER**, that, the Secretary of the Association is hereby authorized and empowered, in the name and on behalf of the Association, from time to time to do and perform all such further acts and things and to execute and deliver all such further instruments as he may deem necessary or advisable to carry out and effectuate the intent and purposes of the foregoing resolutions and of the Texas Towing and Booting Actions referred to therein.

**BE IT RESOLVED, FURTHER**, that any actions taken by the officers or directors of the Association prior to the date of this action or hereafter that are within the authority conferred herein are hereby ratified, confirmed and approved as to the Texas Towing and Booting Act and deed of the Association.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate as Secretary on behalf of the Association to be effective as of the day of \_\_\_\_\_, 2026.

**PLUM CREEK HOMEOWNERS  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Secretary

STATE OF TEXAS           §

COUNTY OF HAYS           §

This instrument was acknowledged before me on \_\_\_\_\_ 2026, by \_\_\_\_\_, Secretary of Plum Creek Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

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

[Notary Public of Texas Seal]

**AFTER RECORDING PLEASE RETURN TO:**

Adam Pugh  
CAGLE PUGH, LTD. LLP  
4301 Westbank Drive, Ste. A-150  
Austin, Texas 78746

**Exhibit "A"**  
**PLUM CREEK HOMEOWNERS ASSOCIATION, INC.**

**POLICY FOR PARKING AND TOWING OF VEHICLES FOR PLUM CREEK PHASE 1,  
SECTIONS 6H-1 and 6H-2 (THE "PENINSULA")**

This Policy for the Parking and Towing of Vehicles for Plum Creek Phase 1, Sections 6H-1 and 6H-2 (the "**Peninsula Parking and Towing Policy**") is made and executed by Plum Creek Homeowners Association, Inc., a Texas nonprofit corporation (the "**Association**"), acting by and through its Board of Directors (the "**Board**"), and is as follows:

**1. Defined Terms.** Any capitalized terms used and not otherwise defined in this instrument shall have the meanings set forth in the Declaration.

**2. Parking Restrictions; Authority; Purpose.** Circumstances have arisen in the Plum Creek Subdivision, specifically the Peninsula that necessitate the promulgation of rules and policies that specifically address parking within the community. The Board has determined that it would be in the best interest of the Association to adopt certain parking restrictions for vehicles parked within the Subdivision. The purpose of this Peninsula Parking and Towing Policy is to promote safety, ensure emergency access, maintain property appearances, and provide fair and consistent parking enforcement within the Peninsula.

Each property Owner, resident, visitor, invitee, guest and all other parties entering the Subdivision shall be subject to the following rules and regulations Owner's guests, visitors, invitees should make every effort to use designated guest/overflow parking zones or public streets and avoid parking in front of neighboring Lots:

**A. General Parking Restrictions.** Except in the event of an "Emergency" (as defined below) or pursuant to an exception specifically enumerated in this Parking and Towing Policy, no motor vehicle, motorized scooters, and/or motorcycles ("**Vehicle**"), or Other Vehicle ("Other Vehicle" means any trailer, boat, recreational vehicle, or similar non-motorized equipment that is towed, hauled, or stored on the Property, whether or not attached to a motor vehicle) may be parked within the Subdivision:

(1) in a designated tow-away zone;

- (2) in a designated "fire lane" or next to a red curb;
- (3) on a yard portion of a Lot or on any unpaved portion of the Common Areas and Facilities, including grass or other landscaped areas;
- (4) in a marked handicap space without a valid handicap permit or license plate;
- (5) in such a manner that obstructs the free and unimpeded vehicular use of a traffic aisle, entry, or exit of any Common Areas and Facilities;
- (6) in such a manner that obstructs the free and unimpeded vehicular of any portion of the streets or roadways within the Subdivision;
- (7) illegally, or in such a manner that obstructs the free and unimpeded pedestrian use of any portion of the sidewalks within the Subdivision;
- (8) in an area designated by the Association or its managing agent as a "no parking area;"
- (9) on a street or Common Area while leaking excessive fluids;
- (10) that is abandoned, as determined by the Association or its managing agent, in its sole discretion;
- (11) is wrecked and may not be legally driven or operated on city roadways or streets;
- (12) that displays a sign or notation indicating the vehicle is "For Sale";
- (13) that is inoperable and non-functioning;
- (14) stored on blocks, violates repair/maintenance of vehicles pursuant to the Declaration, is or covered with a tarpaulin for a period exceeding 72 hours.
- (15) in any area that hinders or interferes with an emergency operation by an appropriate emergency department or entity;

(16) is improperly parked in a parking spot that is not designated to it; or

(17) that does not have a current operating license or registration.

(18) Trailers , boats, recreational vehicles (RVs) may be parked on the private street for loading and unloading purposes, not to exceed four (4) hours. Prior written consent from the Board of Directors is required for parking periods exceeding four (4) hours and will not be allowed for more than forty eight (48) hours.

(19) Buses, large commercial vehicles, and industrial vehicles are never permitted.

(20) Residents may not park on the street at any time.

(21) Guests may park on the non-fire lane side of Peninsula streets for up to seventy-two (72) consecutive hours with an HOA issued guest parking pass, or residents must make arrangements for their guests to park on their own property.

Alternatively, guests should be directed to park in designated guest/overflow parking zones within the community. If these areas are full or unavailable, guests may consider parking on allowable public streets outside the private streets, in accordance with local regulations.

Residents must request a guest parking pass from the HOA office if a guest is planning to park on the street. The guest parking pass has a seventy-two (72) hour limit and is subject to enforcement if the vehicle remains past the expiration date.

(1) Individuals or entities providing a service to a resident, such as lawn care, deliveries, plumbers, electricians, or other types of repair services, may park on the street while providing services, but not exceed twenty four (24) hours.

(2) Movers or others requiring an extended period require prior notification to the Plum Creek HOA office and may not exceed twenty four (24) hours.

(3) All vehicles must be confined at all times to garages, driveways, or other approved parking spaces as defined in the governing documents.

**“Emergency”** for the purpose of this Policy means an event which jeopardizes life or property.

B. Time Limitations. The Association or its managing agent shall have the sole discretion for the determination of whether any party affected by this Parking and Towing Policy has exceeded any of the permitted time limits contained herein.

1. Short-Term Street Parking (Loading/Unloading Only): Street parking is only permitted for the active loading or unloading of items (e.g. moving furniture, deliveries, landscaping materials). Vehicle Owner must remain on-premises and be available to move the vehicle immediately if needed.

2. Long-Term Exceptions: Any long-term parking exception must be requested in writing and approved by the Board at least five (5) days in advance. No exception will be granted for more than seventy two (72) hours.

3. Off-Street Parking Areas (Overflow Parking): The five short-term off-street parking areas within the Peninsula are intended exclusively for guest and visitor use. These spaces are not to be used as additional or overflow parking for residents' excess vehicles. If these areas are full or unavailable, guests may park on the non-fire lane side of Peninsula streets for up to seventy-two (72) consecutive hours, or residents must make arrangements for their guests to park on their own property. Alternatively, owners must make arrangements for their guests to park on allowable public streets outside the Peninsula, in accordance with city regulations.

(1) Residents may not use these spaces for regular or long-term parking of their own vehicles. Residents' excess vehicles should be parked on allowable public streets outside the Peninsula, in accordance with local regulations.

(2) Any vehicle—resident or guest—parked in any overflow off-street parking space for more than seventy two (72) consecutive hours, regardless of which section or specific parking spot, is subject to immediate towing at the owner's expense, e.g., if a car is parked in the same spot for 71 hours and moves to another overflow section or just one space over, the vehicle is still subject to being towed with the 72-hour time limit. The clock restarts after the vehicle has been removed from all overflow areas for at least twenty four (24) consecutive hours.

(3) Vehicles must be relocated during scheduled landscaping maintenance as announced by the HOA Manager. The HOA is not responsible for any loss or damage during this time.

**3. Violation of Policy and Penalties.** The Board shall determine in its sole and absolute discretion when a Vehicle or Other Vehicle is in violation of this Parking and Towing Policy. Violations shall be subject to, at the sole discretion of the Board, the following enforcement remedies:

(1) immediate towing and removal from the Subdivision, subject to the requirements and restrictions of the Texas Towing and Booting Act.

Such enforcement remedies shall be in addition to other rights, penalties, and other remedies available to the Association through its Governing Documents. The Association shall cause the posting of signs in the Subdivision as required by the Texas Towing and Booting Act, Chapter 2308 of the Texas Occupations Code, as amended from time to time (the “**Texas Towing and Booting Act**”), which shall advise all parties of the fact that motor vehicles parked in violation of this Parking and Towing Policy may be towed and removed at their owner’s expense.

A. **Violation by Non-Owner.** Any violation of this Parking and Towing Policy by a tenant, resident, visitor, invitee, or guest of an Owner or visitor, invitee, or guest of an Owner’s tenant or resident, shall be treated as a violation of the Owner.

**4. Compliance with Applicable Statute.** Notwithstanding any provision contained herein, the imposition of any penalty affecting the rights or privileges of an Owner, resident or tenant, or the assessment of a fine or suspension of privileges, shall be in strict compliance with the Texas Property Code Section 209.006, as amended. The towing of a Vehicle or Other Vehicle shall be in strict compliance with the Texas Towing and Booting Act. Any towing requested by the Association shall be by contract with a licensed towing company as regulated by the Texas Towing and Booting Act. Nothing herein is intended to limit or otherwise restrict the Association’s use of its enforcement remedies enumerated under Section B.9 of this Parking and Towing Policy.

**5. Notice Policy.** The Association shall, when reasonable and practicable as determined in the sole discretion of the Board, provide notice of violation to violators of this Parking and Towing Policy. Notwithstanding this general policy, if the Board determines in its sole and absolute discretion that a violation is of such a degree and nature that it may (i) interfere with the flow of traffic; (ii) hinder or interfere with an emergency operation by an emergency department or entity; (iii) interfere with

use of a sidewalk; (iv) interfere with use of handicap parking; (v) create a harmful or dangerous condition; or (vi) be considered a repetitive violation, no such notice shall be provided other than as required by the Texas Towing and Booting Act.

**6. Procedure.** The Association from time to time may establish and/or alter the procedures to be followed for monitoring violation of this Parking and Towing Policy, without notice. Subject to the Association altering the procedure, the procedure for monitoring and enforcing this Parking and Towing Policy is as follows:

- (1) Violations shall be monitored by the Association's enforcement agent and/or patrol and by residents filing complaints with Association's management company;
- (2) Association's management company shall maintain a written log of all reported violations;
- (3) Association's enforcement agent shall affix a courtesy violation notice or citation to the Vehicle or Other Vehicle parked in violation of this Parking and Towing Policy, at its discretion;
- (4) If violator continues violating this Parking and Towing Policy or a violation exists as identified in Section 5 above, the Association shall notify the designated towing company to remove the Vehicle or Other Vehicle at Owner's expense.

**7. Waiver.** The failure of the Association to act to cause the towing of any Vehicle which is in violation of this Parking Towing Policy shall not be considered a waiver for the purposes of future enforcement hereof.

**[Remainder of Page Left Blank Intentionally]**