PARKING RULES AND REGULATIONS
NAPA OAKS SUBDIVISION

STATE OF TEXAS §
§
COUNTY OF BEXAR §

WHEREAS, Napa Oaks (hereinafter "the Subdivision") is a residential real estate development located in Bexar County, Texas;

WHEREAS, the Subdivision is subject to certain restrictive covenants, being that certain Declaration of Covenants, Conditions, and Restrictions for Napa Oaks Subdivision, Unit 1, executed on November 23, 2009, recorded in Volume 14269, Page 1749, Official Public Records of Real Property of Bexar County, Texas, as amended (hereinafter the "Declaration");

WHEREAS, the Napa Oaks Owner's Association, Inc. (hereinafter "the Association") is the mandatory association of Owners of Lots in the Subdivision created pursuant to Declaration for the purpose of governing the Subdivision; and,

WHEREAS, the management of the affairs of the Association is vested in the Board of Directors of the Association (hereinafter the "Board"), pursuant to the Bylaws of the Association; and,

WHEREAS, the Bylaws obligate each member of the Association to comply with the rules and regulations promulgated by the Board; and,

WHEREAS, the Board has determined that it is the Association 's best interest to develop rules and regulations regarding parking in the Subdivision;

NOW, THEREFORE, BE IT RESOLVED THAT the following rules are adopted with respect to parking in all areas of the Subdivision under the jurisdiction of the Association.

The rules and regulations set forth in this policy resolution supersede and replace all rules and regulations set forth in any prior parking policy.

The rules and regulations set forth herein are effective upon the date of execution below.

Association's Power

1. The Association reserves the right to exercise all powers and remedies provided by the Association's governing documents and the laws of the State of Texas and Bexar County.

2. The Board reserves the right and power to impose monetary sanctions for violations of this Policy. Any monetary sanctions imposed may be secured by a lien against the Owner's title in accordance with the Declaration.

Liability

1. The Association is not responsible for any damage to any vehicle in the Subdivision.

2. Owners shall be held liable for any expenses incurred by the Association as a result of any damage done to the Common Areas by their use, repair, or maintenance of vehicles.

Attorney's Fees and Costs

1. If the Association enforces this Policy through any form of legal action, the offending Owner shall be responsible for all expenses and attorney's fees incurred by the Association.

Owner's Responsibilities

1. All Owners are responsible for ensuring that their family members, guests, tenants, and agents observe and comply with all rules and regulations.

Rules and Regulations

1. No vehicle may be parked on the streets of the Subdivision. (Section 7.08 of the Declaration).

2. Parking anywhere (Common Areas and Lots alike) within the Subdivision is limited to non-commercial use vehicles described by the Texas Department of Transportation as Class 1 (e.g. motorcycles), Class 2 (e.g. passenger cars), and Class 3 (e.g. Pickups).

3. Vehicle operators must obey all parking signs.

4. Vehicles shall not be parked in fire lanes, parked perpendicular to the curb, impede the normal flow of traffic, block any sidewalk or mailbox, extend into the street, or prevent ingress or egress of any other vehicle to adjacent parking spaces or the open roadway. Vehicles in violation are subject to immediate towing.

5. Parking is prohibited on unpaved areas (Common Areas and Lots alike) of the Subdivision.

6. Parking must follow the flow of traffic.

7. Maintenance or repairs of vehicles is not permitted anywhere in the Subdivision, except within the Owner's garage. Any spill or drainage of vehicle fluids onto Subdivision roadways will be remedied at the Owner's expense.

8. Any requests from owners for enforcement of this parking policy by the Association must be directed to the Association's management company along with evidence that includes a date-time stamp.

9. No abandoned, junked, unsightly, or inoperable automobile, truck, trailer, or vehicle of any kind shall be stored or kept on any Lot, except in an enclosed structure which meets the requirement of these Restrictions. A vehicle shall be deemed "inoperable" if it does not have a current vehicle license registration and valid vehicle safety inspection required for use of said vehicle on public roads. Further, no automobile repair work or dismantling shall be conducted on any portion of any Lot except in an enclosed garage or in facilities protected from the view of the public and other residents. No dump trucks, large commercial trucks (i.e. having a load-bearing capacity of greater than one and one-half ton), trailers designed for use with large commercial trucks, or heavy commercial equipment may be parked on or near any Lot except temporarily as needed for residential construction or maintenance of easements. No recreational vehicle shall be parked, kept, or stored on any Lot, except in an enclosed structure which meets the requirements of these Restrictions. The Association has the right to tow or remove any vehicle parked in violation of the Sections at the expense of the owner and/or operator of the vehicle. (Section 7.07 of the Declaration).

Exceptions

1. Exceptions to this Policy must be submitted in writing to the Board. Exceptions to this policy shall be granted for a period of time not to exceed one year.

2. Owners requesting an exception for street parking must satisfy the condition that at least three vehicles are parked in the Owner's garage and driveway for Lots with two-car garages and at least four vehicles are parked in the Owner's garage and driveway for Lots with three-car garages (provided that the driveway has the width to park three cars). The above condition must be satisfied fully prior to using an exception for street parking.

3. Guests may park on the streets of the Subdivision for no more than eight hours without the necessity for registering a guest pass. Any guest parking for longer than eight hours must register for a Short-term Guest Pass. Short-term Guest Passes are for temporary parking only, not to exceed seventy-two consecutive hours. Any guest parking to exceed seventy-two consecutive hours shall request an exception.

Enforcement

Notice to Homeowner	Enforcement Action	Time to Remedy From Notice
Violation Notice (tag on car)		24 hours
Violation Notice by Certified Mail		48 hours
Same violation within 6 months of the Certified Letter	Towing AND	Association need not give an owner or reasonable opportunity to remedy
	$50 Fine	30 days (to pay fine)

The foregoing was adopted by the Board of Directors at a duly called open meeting of the Board of Directors with notice to the Members of the Association, as certified by the signatures of the President and Secretary of the Association below.

Signed the 29 day of October, 2025

THE NAPA OAKS OWNERS' ASSOCIATION, INC.,
a Texas nonprofit corporation

Denise Flores

By: Denise Flores, President

By: Ana Kubiak, Secretary

STATE OF TEXAS §
§
COUNTY OF BEXAR §

DINA S DUMLER
Notary Public, State of Texas
Comm Expires 11-11-2026
Notary ID 134060914

Before me, the undersigned notary public, on this day personally appeared, Denise Flores, President of The Napa Oaks Owners' Association, Inc., known to me or proved to me by presentation to me of a governmentally issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 29 day of October, 2025.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF BEXAR §

DINA S. DUMLER
Notary Public, State of Texas
Comm. Expires 11-11-2026
Notary ID 134060914

Before me, the undersigned notary public, on this day personally appeared, Ana Kubiak, Secretary of The Napa Oaks Owners' Association, Inc., known to me or proved to me by presentation to me of a governmentally issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 29 day of October, 2025.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
The Napa Oaks Owners' Association, Inc.
c/o Tom L. Newton, Jr.
Allen, Stein & Durbin, P.C.
6243 IH-10 West, Suite 700
San Antonio, TX 78201

DINA S. DUMLER
Notary Public, State of Texas
Comm. Expires 11-11-2026
Notary ID 134060914

5853.001/2774650

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number:	20250202666
Recorded Date:	October 30, 2025
Recorded Time:	4:23 PM
Total Pages:	5
Total Fees:	$37.00

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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 eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 10/30/2025 4:23 PM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk