

RESOLUTION #109

FOXFIELD COMMUNITY ASSOCIATION

PARKING POLICY

WHEREAS, Article III, Section 3.06 of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements gives the Board of Directors the right to promulgate rules and regulations for the Association; and

WHEREAS, the Board of Directors wishes to establish a parking policy which will govern the use of the Association's parking areas and common areas;

BE IT RESOLVED that the following parking rules and regulations are adopted by the Board of Directors:

I. PARKING RIGHTS

A. Scope

These parking policies shall apply to all property and common area owned by the Foxfield Community Association, including, without limitation, the private streets and adjoining parking areas, together with any parking lots, parking areas or other common area within the Foxfield Community Association.

B. Assignment and Designation

Each townhouse unit is assigned two parking spaces, which shall be marked with the lot number of that unit. Changes to the parking space assignments shall be accomplished by majority vote of the Board of Directors. The Board reserves the right to change the parking spaces assigned at any time, but will notify the affected residents, by certified mail, at least seven days prior to any such change taking effect.

For single family homes on private streets, the driveway of each home shall constitute the "spaces" assigned to their homes.

If the residents of any townhouse lot have more than two vehicles, those additional vehicles must not be parked in Foxfield reserved or visitor/guest parking spaces but may instead be parked in an unmarked space or at the curb in a permitted area along a road in the community.

C. "Visitor" Spaces

Depending on the street, some visitor spaces are marked as VISITOR and some spaces are marked as GUEST. As many visitor spaces as possible are assigned throughout the community. Visitor spaces are for the "first come, first served" use of the guests of the

residents, not the residents themselves, and are not for permanent or long-term parking.

No visitor or guest may use a visitor space for more than seven consecutive overnights or for more than fourteen overnights in any calendar month. For the purpose of this resolution, a vehicle has parked “overnight” if it has occupied the same parking space continuously for at least four consecutive hours between the hours of 11:00 p.m. and 5:00 a.m. Long-term house guests shall park in either their host’s assigned parking space or at the curb in a permitted area along a road in the community. No combination of visitors or guests from any one lot shall use any visitor space or spaces for more than seven consecutive overnights or for more than fourteen overnights in any calendar month.

Visitor spaces may not be reserved by residents or their guests. Visitor spaces shall not be blocked or obstructed when vacant, so as to prohibit free use by other visitors or guests. Residents, whether owners or renters, shall not park their vehicles in visitor spaces.

II. PARKING RESPONSIBILITIES

A. Approved Vehicles

“Approved vehicles” are defined as any conventional passenger vehicles, motorcycles, motor scooters, vans, or trucks of not more than 10,000 lbs. gross vehicle weight (as stated on the vehicle’s title or registration), which comply with the restrictions herein.

All approved vehicles must display current license plates and registration stickers, and current inspection stickers for vehicles required to be inspected under applicable law. All approved vehicles shall be in operating condition at all times. All necessary parts of the vehicle required for operation on a public street, including but not limited to brakes, tires, wheels and engine, shall be maintained at all times.

No vehicle longer than 21 feet or wider than 8 feet shall be parked in any parking space, on any private street, or in the common area. Sufficient space to enter and exit adjoining vehicles shall be accommodated.

Junk vehicles, abandoned vehicles, trailers, campers, buses, stretch limousines, semi-trailer trucks or truck cabs, camp trucks, house trailers, boats, boat trailers or similar vehicles are prohibited on any parking space, private street or common area. Vehicles regularly engaged in the collection, storage, or transportation of refuse or recyclable materials are similarly prohibited if the materials in or on the vehicle can readily be seen by nearby passersby or drivers on the street. No vehicle may be left unattended on jacks or blocks. Vehicles which leak or drip fluids onto the ground are prohibited.

With the exception of commercial vehicles parked within Foxfield during bona fide business appointments within the community, no vehicles bearing commercial lettering or advertising are permitted to be parked within Foxfield unless the lettering and advertising are covered with a magnetic cover matching the color of the vehicle.

Only approved vehicles may be parked in any parking space, whether assigned or unassigned, on any private street or on Foxfield Community Association property. Trailers, boats, recreational vehicles, oversize vehicles, and non-approved vehicles must not be parked in Foxfield, but may instead be parked curbside in a permitted area on a public road in the community.

B. Prohibitions

Parking is strictly prohibited in any fire lanes, at street or driveway entrances, across sidewalks, on grassy areas, on any trails or pedestrian paths, or in any manner which blocks the flow of vehicular or pedestrian traffic in the community. Vehicles may not be “double-parked.” Parking on lawns is prohibited.

Parking in another lot owner’s assigned space is strictly prohibited, unless the other lot owner has granted permission to do so in writing. Parking in visitor spaces is strictly prohibited, except for guests and visitors under the circumstances described in Section I.C. above. All vehicles must comply with the “No Parking” signs and areas which are designated or posted in the community. No vehicles may be parked along a yellow curb at any time.

Extraordinary maintenance, painting, body work or extensive repair of automobiles and other vehicles is prohibited on any private street, parking area, and other Association property. Noisy vehicles are prohibited, as is the racing of engines. Engine oil and other fluids that are drained from vehicles must be contained and disposed of properly. The Board of Directors reserves the right to assess all costs of cleanup and restoration caused by leakage or discharge of oil or other vehicle fluids onto any paved parking space or private street, including any court costs and attorney’s fees.

No sign, initials, monogram, or other alteration shall be added to any parking space or its surrounding area by any owner, resident, or guest.

C. Permissions

If a townhouse lot owner has been assigned two adjacent parking spaces, the owner or resident of that lot may optionally consider the two spaces to be a single, enlarged parking space and may park in it accordingly.

Multiple motorcycles and motor scooters may be parked in a single parking space.

Motorcycles, motor scooters, and a vehicle may be simultaneously parked in a townhouse parking space, as long as the motorcycles and/or motor scooters are parked parallel to and adjacent to the curb and as long as the distant end of the vehicle does not extend more than 21 feet from the curb.

Single family lot owners may consider their driveways to be single or multiple parking spaces, at their option, and may park in them accordingly.

D. Storage Containers

POD and similar brand storage containers may be parked in Foxfield, on paved surfaces only, subject to the following conditions:

1. The container renter and lot owner must request and receive permission from the Foxfield property manager before the storage container is placed onto Foxfield property. The request must state at a minimum the renter's name, address, and telephone number; the lot owner's name, address, telephone number, and lot number; the exact proposed Foxfield location; the size of the container; the requested delivery date; the expected removal date; and a statement from the parties agreeing to assume full and complete responsibility for any damage suffered to Foxfield property as a result of the container's placement, its usage, or its removal. The form accompanying this resolution may be used for this purpose.
2. A maximum of one (1) storage container shall be allowed in an owner's parking space(s) for a period not to exceed fourteen (14) consecutive days, not more than two (2) times within any 12-month period. Under extenuating circumstances, an extension may be granted by the Board of Directors for a defined period.
3. If the proposed container location is immediately adjacent to other lot owners' assigned parking space(s), the renter of the container is advised to notify those neighbors in advance of the storage container's anticipated placement.
4. Disruptions to neighbors and their ability to use their parking spaces must be minimized. The storage container must be placed within the boundaries of the lot owner's assigned parking space(s). If a townhouse lot owner has been assigned two adjacent parking spaces, the container must be placed so that it straddles the center line between the two spaces and its side walls are equidistant to the outer boundaries of the two parking spaces.
5. A storage container may never be placed in a visitor or unmarked parking space.
6. The placement of a storage container in a lot owner's assigned parking space(s) does not grant permission for the lot owner or resident to park in a visitor parking space. Owners and residents may never park in visitor spaces.
7. The maximum exterior dimensions of a storage container that may be parked in Foxfield are 12 feet long by 8 feet wide by 8 feet tall.
8. Other than any signs permanently affixed by the company that owns the container, no sign(s) shall be attached to the storage container.
9. All storage containers shall be maintained in a condition free from rust, peeling paint, and other visible forms of deterioration.
10. Lot owner and container renter will be held jointly and severally responsible for any and all damage caused to Foxfield property during delivery, usage, or removal of the storage container, including but not limited to damage to asphalt, curbing, curb markings, street signage, and landscaping, regardless of whether that damage was caused by the container renter, lot owner, resident, moving company, storage company, or other. The parties are strongly advised to document via photographs any preexisting damage to the aforementioned areas and send the documentation to Foxfield's property manager before the container is delivered.
11. If the storage container has not been removed from Foxfield property by the agreed upon removal date, the container will be considered abandoned. Daily abandonment fines of \$100.00 per day may be assessed against the lot owner

and/or container renter for each unauthorized day or partial day the container remains parked in Foxfield, and the container may be towed from the property in accordance with the towing provisions in this resolution. In the event the abandoned container is towed, the container's renter retains sole responsibility for the condition of the container and its contents, and the lot owner and container renter remain responsible for any damage caused to Foxfield's property.

12. In order to assist Foxfield with protecting its interest in its property, the container renter or lot owner will submit to the property manager a security deposit of \$750.00 along with the written request to bring a storage container into Foxfield. Lot owner or renter will contact the property manager at least three (3) business days before storage container is removed to schedule a post-removal inspection with property manager; if lot owner or renter fails to schedule a post-removal inspection with property manager, property manager will perform an independent inspection within three business days of the originally scheduled removal date. If property damage is found that was not documented as a preexisting condition, lot owner and renter will jointly and severally be assessed the cost of repairs. Within 30 calendar days of the post-removal inspection, property manager will refund to the person remitting the security deposit the amount of the deposit, less the cost of any repairs and less the amount of any abandonment fines. If the cost of repairs and abandonment fines exceed the amount of the security deposit, the difference shall be added to the lot owner's Foxfield assessment account.

III. BOARD RIGHTS AND RESPONSIBILITIES

Vehicles and storage containers parked in violation of these policies shall be subject to immediate towing, at the discretion of the Board of Directors or its management agent. The Board and its management agent shall have the power, in its discretion, to issue a warning notice in lieu of towing. The Board may enter into an agreement with a towing company and authorize towing without further notice of any vehicle that:

1. Is parked in a fire lane;
2. Is double parked;
3. Is inoperable;
4. Is parked in a space designated for another resident and written permission from that other resident has not been obtained;
5. Is a commercial vehicle with visible commercial markings and is not on a bona fide business appointment within the community.

Any and all costs associated with the enforcement of these parking regulations, including attorney's fees, and any and all costs and expenses of towing or citation by law enforcement authorities, shall be the responsibility of the corresponding vehicle owner, lot owner, tenant or guest. The Board of Directors shall have the power to assess the cost of any violation, enforcement, and corrective action or towing, including attorney's fees, against the corresponding lot.

The Board shall also have the power to impose fines for violations of these regulations, in accordance with applicable law.

Nothing in this resolution shall be construed to hold the Association or the Board or the management agent responsible for loss or damage to vehicles or property on the common area, in any parking space or on any private street in the community, including loss or damage due to towing.

The Association and Board reserve the right to take any and all other actions authorized by the governing documents or applicable law, including suspension of recreational facility privileges, or legal action.

IV. ADOPTION AND AMENDMENT

This parking resolution shall take effect _____, 2018, and shall continue in force until rescinded or amended by the Foxfield Community Association, Inc.'s Board of Directors.

Date

Signature

Title