

As a result of the very limited space available within our Association the Parking Policy Rules and Regulations will be strictly enforced.

SIGNATURE POINT CONDOMINIUM COUNCIL INC  
POLICY RESOLUTION NO. 2021-1

### **Parking Policy**

WHEREAS, the Association's By-Laws assigns the Board of Directors powers and duties responsible for operation of the Association and it's Elements that shall include those set forth as well as those granted to or imposed upon it by Declaration ("Governing Documents"); and WHEREAS, Declaration of Covenants, Conditions and Restrictions ("Declaration") provides that certain recreational and commercial vehicles shall not be parked within the neighborhood; and

WHEREAS, the Declaration provides the Board of Directors with the power to adopt rules and regulations that are consistent with the Governing Documents; and

WHEREAS, the Board has determined that it is in the Association's best interest to make known the rules and regulations regarding vehicular parking within the Association.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors adopts the following rules with respect to vehicular parking within all areas of the neighborhood.

Compliant Vehicles. Shall mean automobiles, pickup trucks, jeeps, motorcycles, mopeds, motor scooters, and golf carts are considered authorized vehicles.

Emergency vehicles. Shall mean fire, ambulance, and police vehicles shall not be considered a commercial vehicle and are considered authorized vehicles under this definition.

Non-Compliant Vehicles. Residents may not park the following vehicles on residential property, private or public streets or common areas within the Signature Point neighborhood. No junk vehicles, recreational vehicles, trailers, or commercial or industrial vehicles such as, but not limited to, moving vans, wreckers, hearses, buses, boats, boating equipment, travel trailers, or camping equipment, shall be parked anywhere within the boundaries of the neighborhood.

Commercial Vehicles. A commercial vehicle is defined as any vehicle used to store or sell food, used for transporting lawn-care or landscaping equipment, or any vehicle licensed for use as a common or contract carrier or as a limousine. To further clarify the definition and description of what constitutes a commercial vehicle, the Board has adopted the following descriptors:

- any unmarked vehicle, which because of its irregular height, length, shape, or weight, is not a conventional passenger car or truck and is more suited for a commercial purpose; or
- any van designed for the transport of furniture, goods, equipment, animals or scheduled transportation.

Recreational Vehicles. Any motor home, self-contained camper, mobile home, boat, all-terrain vehicle, trailer, boat trailer, pop-up camper/tent trailer, horse trailer, any trailer or semitrailer used for transporting wave runners, jet skis, all-terrain vehicles, whether or not such trailer or semitrailer is attached to another vehicle and other type of recreational use vehicles.

Inoperative Vehicles. Any vehicle with a malfunction of an essential part required for the legal operation of the vehicle or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle on the streets and highways.

Abandoned Vehicles. Any vehicle left unmoved on the public street for more than 10 consecutive days, unless the owner provides written notice to the Board in advance that he or she will be away and unable to move the vehicle for a period greater than 10 days. In cases where a violation is committed, the violator will be notified by the Property Management Company. If no response is received within seven (7) days, it will be subject to the Association's towing policy.

Other Equipment and Machinery. Any agricultural, industrial, construction or similar machinery or equipment.

## RULES AND REGULATIONS

Parking of Vehicles within the neighborhood. Residents may park vehicles in their garage, their driveway and in their **one per townhome designated parking space**. There are a total of only 20 spaces within the 10 parking bays that provide *one (1) designated parking space per townhome* for family and guests of each townhome. If additional parking is needed on a routine basis, family and friends may park in the parking bays located at the front entrance of the neighborhood on Signature Point Drive. Parking in someone else's space or in someone else's yard overnight is not allowed without their permission. The Association reserves the right to exercise all other powers and remedies provided by the Governing Documents, rules and regulations.

*Parking is strictly prohibited on the common grass areas that cause damage to sprinkler heads which must be replaced and will be repaired at the Individual Homeowners expense. You will be notified and the cost to repair will be added to your monthly assessment amount and become due and payable.*

***All non-compliant vehicles are prohibited from habitually or regularly parking within the neighborhood except when picking up or delivering passengers or merchandise or during the performance of work or services within the neighborhood.***

Fire Lanes and No Parking Zones. Residents may not park vehicles in fire lanes or no-parking zones marked with signs or a painted curb.

Repairs. Major repairs or maintenance to vehicles, or painting of vehicles, is not permitted anywhere in the neighborhood, with the exception of quick repairs or maintenance of a minor nature, such as repairing a flat tire or re-charging a dead battery, are permitted.

Dumping of Materials. The dumping, disposal or leak of oil, grease, or any other chemical residual substance, or any substance or particles from holding tanks of any vehicles, is not permitted within the neighborhood.

Operator's Responsibilities.

- The parking of any vehicle, including motorcycles or golf carts on any sidewalk, unpaved ground or common grass area within the neighborhood is prohibited.
- Residents may operate vehicles only on paved roadways in the neighborhood.
- Residents may not park vehicles in any manner, which impedes the normal flow of traffic, blocks any mailbox, or prevents ingress and egress of another vehicle to adjacent parking spaces or the open roadway.
- If a vehicle's security system interferes with the right of quiet enjoyment of the community for more than fifteen (15) uninterrupted minutes, the vehicle will be considered in violation of the Governing Documents and be subject to removal through towing.

**Homeowners Responsibilities. All Homeowners must ensure that their family members, guests, and/or contractors comply with the Governing Documents and these rules and regulations.**

ENFORCEMENT

In General. Any requests from Homeowners for enforcement of this parking policy by the Association against another resident should be directed to the Board in writing. The first course of action will typically be an investigation by the Board and/or Property Management Company to determine if a violation exists. If the Board and/or Property Management Company determines that a violation exists, the Property Management Company will contact the Homeowner verbally to explain the situation and nature of the violation. A reasonable amount of time will be given to the Homeowner to bring the vehicle into compliance or remove it from the area. If the Homeowner does not take appropriate action the Board and/or Property Management Co will take enforcement steps pursuant to the Governing Documents and rules of the Association.

Towing Notices. If the Homeowner continues to violate these parking restrictions after 1) verbal warning by Board of Directors or Property Management Company, 2) written notification and the imposition of \$100 per vehicle monetary charges, the Property Management Company shall send notice on license plate of any vehicle not in compliance. No other form of notice is required. If the Owner of the vehicle does not bring the vehicle into compliance within seven (7) days of the date of the notice, 3) the vehicle will be subject to removal by towing at the homeowners expense.

Vehicle Removal. The Board of Directors shall have the authority to have any vehicle not in compliance with the provisions of this Resolution removed. All costs and risks of towing and impoundment shall be the sole responsibility of the Owner. Towing of a vehicle will only be used by the Board as a last resort and only if other enforcement measures have not been effective. If a vehicle is towed, the Owner must contact the Property Management Company to determine the procedures to retrieve it. All costs involved will be added to your monthly assessment amount and become due and payable.

Violations Subject to Immediate Towing. Any vehicle: (a) parked within fifteen (15) feet of a fire hydrant or in a designated fire lane, (b) habitually or regularly parked on a non-paved area or sidewalk, (c) habitually or regularly parked so as to impede access to sidewalk ramps or obstructing the sidewalk, (d) constituting a safety hazard, (e) that has been unmoved from common areas or public streets for period of at least ten (10) days without approval or (f) whose security system has been triggered and allowed to continue unattended for more than fifteen (15) minutes, shall be subject to removal without notification to the owner of the vehicle. Subsequent violations committed within any consecutive 3-month period shall subject the violating vehicle to immediate towing without notification.

The Association reserves the right to exercise all other powers and remedies provided by the Governing Documents, rules and regulations and/or the laws of Jefferson County and the state of Kentucky.

Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity.

Homeowner's Responsibilities. If the Association must enforce this resolution through any form of legal action, the offending Homeowner shall be responsible for all expenses and/or attorneys' fees incurred by the Association and associated with such enforcement.

Liability. The Association assumes no responsibility for the provision of any security service to protect vehicles parked in the neighborhood, and it disclaims responsibility for any damage to any vehicle parked or operated on Association Property.

#### EFFECTIVE DATE

The rules and regulations set forth in this policy resolution are effective immediately.

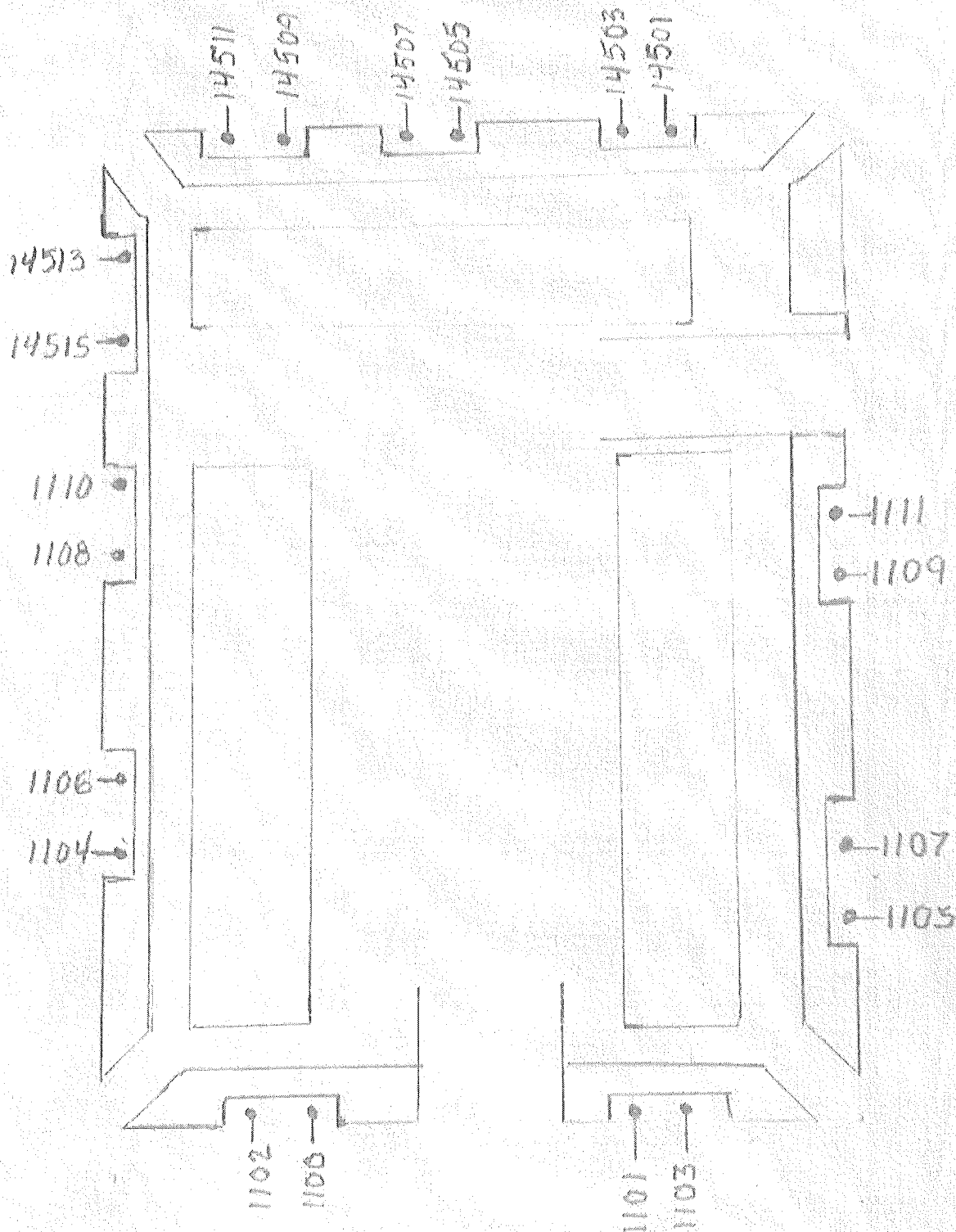
Signature Point Condominium Council, Inc.

#### CERTIFICATE OF MAILING OR DELIVERY

The Managing Agent hereby attests that these Policy Resolutions were mailed to the addresses of record of the Owners on this 15<sup>th</sup> day of July, 2021

SIGNATURE POINT DRIVE

ROSE HILL LANE



TULIP HILL WAY

STONY POINT LANE