

The Fairways Parking Policy

Nashboro Village Twelve Condominiums also known as The Fairways Homeowners Association The Fairways Homeowners Association ("The Fairways HOA" or "The Fairways") established this Parking Policy to enforce the standards set forth in our governing documents, see Excerpts from the Master Deed and Bylaws on Page 2 of this policy.

1. Residents. For the purpose of this policy, Residents are defined as Unit Owner Occupants, Unit Tenant Occupants, or anyone parking overnight at The Fairways excluding Visitors as defined below.

2. Designated Parking Spaces. Each Unit Owner has two (2) designated parking spaces, either in the parking lot or under a carport or in a garage. Residents must park in the Unit Owner's designated parking spaces with an issued Resident Parking Permit sticker visible on the rear window.

3. Visitors. For the purpose of this policy, Visitors are defined as non-Residents who may park temporarily or overnight at The Fairways for one week or less. (One week is 7 days-Monday through Sunday).

4. Visitor Parking Spaces. Residents may not park in Visitor parking spaces, which are intended for Visitors only. Visitors must park in a Visitor parking space with an issued Visitor Parking Permit placard visible on the front dashboard.

5. Reserved Parking Spaces. Two (2) Reserved parking spaces, one on the West end and one on the East end, are offered for lease by The Fairways to Unit Owners with an issued Resident Parking Permit sticker visible on the rear window.

6. Vehicles Allowed. Vehicles parked at The Fairways must fall within the guidelines and law as indicated in our governing documents, including but not limited to:

- a. The vehicle's type and size.
- b. The vehicle's non-expired license and registration.

7. Parking Permits. Parking Permits are issued by The Fairways' property manager only:

- a. Each Unit Owner will be issued two (2) Resident Parking Permits and one (1) Visitor Parking Permit. It is the Unit Owner's responsibility to distribute the Parking Permits, and to obtain them from the HOA.

b. The first Parking Permits issued to each Unit Owner will be at no charge. Parking Permits can be replaced and reissued to the Unit Owner for \$25.00 each; contact The Fairways HOA board if you need a replacement via email at: yourfairwayshoa@gmail.com

c. The issued Resident or Reserved Parking Permit sticker must be affixed on either the rear window or front windshield of the vehicle with the permit type and Unit number showing. The issued Visitor Parking Permit placard must be hung from the vehicles rearview mirror with the permit type and Unit number showing. Absence of an issued Parking Permit displayed in accordance with this policy will be in violation, see Paragraph 9 below.

8. No Parking Areas. Any area at the The Fairways that is not a Unit Owner's designated parking space, a Visitor parking space, or a Reserved parking space is a no parking area, including but not limited to the areas near or in front of the mailboxes, dumpsters, parking spaces, carports, garages, or on the grass or sidewalk.

9. Violation. Failure to comply with The Fairways' Parking Policy will result in a violation where the vehicle will be subject to booting and/or towing at the vehicle operator's expense. Payment and vehicle release is transacted directly with a third-party company, whose contact information will be left on the vehicle and/or displayed on signage. The Fairways' HOA does not collect a fee for booting or towing and does not benefit from violations other than to enforce its governing documents. In addition to the above, a warning/violation sticker may be affixed to your driver side window, and your tag number recorded.

Excerpt from Master Deed

ARTICLE 8 USE RESTRICTIONS Section:

8.01 No Unit Owner shall permit use of his Unit for transient, hotel or commercial purposes; provided however, the Developer has the right until all Units are initially sold by it to use any Unit or Units owned by it and the Common Elements for models and for sales and administrative offices. Each Residential Unit is hereby restricted to residential use by the Occupants; provided, however, no Unit may be permanently occupied by more than two persons per bedroom. Each Garage Unit is hereby restricted to use as parking for motor vehicles and for miscellaneous storage purposes. Garage Units may be leased only to other Residential Unit Occupants, excluding guests and invitees. Section 8.03 No immoral, improper or offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed, and provisions thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owners or the Association, whichever shall have the obligation to maintain or repair such portions of the Property.

Excerpt from Bylaws

ARTICLE 7 USE OF PROPERTY:

Section 7.01 Restrictions on the Use of the Property: In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to, and shall be in accordance with the following provisions:

(b) Garage Units shall be used for and shall be the designated parking space of the Owner's motor vehicles. Garage Units may be used for other miscellaneous storage purposes in a manner consistent with their purpose as residential garages accessory to home ownership.

(c) The Common Elements shall be used only for the purposes for which they are intended.

(d) No activity nor any use or practice shall be allowed on the Property which will cause an increase in the insurance premiums applicable to the coverage maintained by the Association or any Unit Owner.

(f) If parking spaces (including Garage Units) are designated by any of the Development Documents for the use of a particular Residential Unit, the Occupants of such Unit must park their motor vehicles in the designated spaces and no other place. Unit Owners may lease Garage units or parking spaces to other Occupants, excluding guests and invitees, and in such case the lease agreement shall serve as a substitute designation. Other substitute designations may be agreed upon in writing by consenting Unit Owners. Substitute designations shall not be effective until such time as a copy of the same has been filed with the Board of Directors.

(q) No owner shall cause or permit to remain on the Property any truck, bus, camper, boat, trailer, allterrain vehicle, glider, airplane, or any other mode of transportation of whatsoever nature or description other than automobiles, bicycles, motorcycles, pick-up trucks of 1/2 ton capacity or less and small vans. Even said automobiles, bicycles, motorcycles, small pick-up trucks, and vans will not be permitted unless they can be parked within the Owner's designated parking area and/or garage, if any, set forth in the Master Plot Plan or any other Development Document.

Parking Fine Policy

Parking is **strictly** enforced at the Fairways, without exception.

Parking in a no-parking zone, parked without a visitor tag or resident sticker, will result in the following:

1. Your vehicle will be subject to immediate booting and/or towing.
2. Additionally, a warning/violation sticker may be affixed to your driver side window, and your tag number recorded.