

PARKING & VEHICLES – GENERAL RULES
Adopted 3/25/2020

Parking in the Village area is limited. Because of the need to accommodate owners, guests, visitors and events, parking areas shall be used solely for the parking of approved vehicles as defined herein. Vehicles may be parked only in designated parking spaces and areas. All motorcycles and mopeds must be parked on the parking lots and may not be stored inside units, on or under balconies. Vehicles must be parked within the spaces provided and in such a manner as to not obstruct other parking spaces or impede access. The Board encourages owners of motorcycles and mopeds to share spaces.

NO PARKING

No Parking is allowed on any common ground area not designated for parking.

No Parking in any handicap designated space without displaying a current and valid visible placard, license plate or other legal authorization document.

No Parking in front of mailboxes, in any fire lanes or vacant lots.

No Parking within 10 feet of any intersection or vehicle access roadway such as a driveway.

No Parking parallel to the curb beside other vehicles (double parking).

No Parking in front of any trash/recycling area.

APPROVED VEHICLES

Conventional Vehicles are any street-legal conventional automobile, motorcycle, moped, trucks or van designed for and used exclusively for private passenger transportation and which is not specifically excluded elsewhere.

Golf Carts that are allowed by law to operate within the confines of Haile Plantation.

Commercial Vehicles defined as any "for hire" vehicle or a vehicle that has commercial signs, lettering, advertising, commercial license plates and/or commercial equipment visible from or on the exterior.

PROHIBITED VEHICLES

- a) Inoperative vehicles or vehicles which are not street legal (excepting golf carts).
- b) Any vehicle exceeding a gross vehicle weight rating (GVWR) of 12,500 lbs. or having more than 2 axels.
- c) Oversized vehicles - defined as any vehicle that extends beyond the length of a single parking space, and/or exceeds the width of the parking space and/or extends into a sidewalk or curb when parked. A parking space is defined as the area from the curb or end (back) line to the end of the separator lines and between two separator lines measured from the inside of the two lines. In a parking **lot** it is the area inside of the parking space separator lines.
- d) Other equipment and machinery including vehicles with attached machinery, trucks with plows, digging equipment, etc.
- e) Vehicles undergoing repairs or maintenance, (other than minor repairs, meaning those repairs which will be completed within forty-eight (48) hours), painting, or the drainage of automobile fluids.
- f) Unsafe vehicles defined as any vehicle in a hazardous condition, including, but not limited to, vehicles on jacks, blocks or supports.

- g) Any vehicle which does not leave a parking space for a period of ten (10) calendar days in any thirty (30) day period.¹
- h) Any stored vehicle.²
- i) Recreational Vehicles or trailers. Recreational vehicles are defined as travel trailers, pick-up campers (detached cab), motorized dwellings, tent trailers, boats, boat trailers, house boats, car trailers, motorcycle trailers and similar vehicles.
- j) Trailers, whether attached to a vehicle or not. Trailers are defined as any road vehicle designed to be towed by a motor vehicle of any type.

PROHIBITED ACTIVITY

The dumping, disposal, or leakage of oil, grease, effluent, gray water, or any other chemical substance, or any substance or particles from holding tanks of any vehicles in or on the common elements.

ABILITY TO MOVE VEHICLE

Do not park in a manner that blocks the ability for other vehicles to enter or exit any lane, road or parking spot.

Tires supporting vehicles on common elements must be inflated at all times to within 10 psi of the manufacturers recommended pressure so that they can be moved in the event of an emergency.

EXCEPTION FOR MAINTENANCE OR REPAIR OF UNIT

Any Unit Owner may apply in advance to the Board or its Manager for a temporary waiver of these parking regulations when it is reasonably demonstrated that parking of prohibited vehicles are necessary for the maintenance or repair of that Owner's unit. The Manager may grant a single exception, not to exceed 14 consecutive days during any one (1) year period to any Unit Owner. If the Unit Owner needs more time, they must obtain permission directly from the Board via separate application. Any exceptions under this provision require the Manager or Board to deliver to the Unit Owner a document with the date the exception expires, which shall be affixed to the prohibited vehicle in a prominent manner.

EXCEPTION FOR SPECIAL EVENT

Any Unit Owner may apply in advance to the Manager for a temporary waiver of these parking regulations when it is reasonably demonstrated that parking of prohibited vehicles are necessary for holding an approved event. The Manager may grant exceptions, not to exceed forty-eight (48) hours. Any exceptions under this provision requires the Manager to deliver to the applicant a document with the date and time the exception expires, which shall be affixed to the prohibited vehicle in a prominent manner.

ENFORCEMENT

NOTICE OF VIOLATION FOR PROHIBITED VEHICLES.

The owner of any prohibited vehicle not in compliance with these rules and not specifically

¹ If a need arises (traveling, emergency, etc.) you must contact the Management Company.

² Any vehicle which is covered will be assumed to be "in storage" unless the Management Company is contacted.

dealt with by immediate towing as set forth in the following paragraph, shall be notified of the violation by the posting of a notice on the vehicle containing, at a minimum, the date and time of posting, the violation and contact information for the Manager. Any vehicle not brought into compliance of the posted notice within forty-eight hours (48) of posting will be towed at the Owner's expense and the towing charge will be assessed against the Unit owner having control over the prohibited vehicle.

CONDITIONS WARRANTING IMMEDIATE TOWING WITHOUT NOTICE

The following vehicles shall be subject to immediate removal without notification:

- any vehicle parked in a designated handicap parkingspace without authority;**
- any vehicle parked in such a manner as to obstruct ingress or egress into or out of a space, **in a fire lane, obstructing a fire hydrant;**
- any vehicle occupying more than one (1) parkingspace,**
- any vehicle double parked;**
- any vehicle parked on a grassy area or sidewalk, impeding access to sidewalk ramps or mailboxes;**
- any vehicle constituting a safety hazard;**
- **any prohibited vehicle which has been provided a Notice of Violation two times in the preceding year whether or not that vehicle was brought into compliance of the posted notice within forty- eight (48) hours.**

ASSOCIATION DISCLAIMS ANY LIABILITY

The Association and Board assumes no responsibility for any damage to or theft from any vehicle parked, operated on or towed from association property. The Association and Board assumes no liability for the use of any parking facility or area. All costs of towing and impoundment shall be the sole responsibility of the vehicle's owner. By parking in the Haile Village Center the owner assumes all risk of damage or theft to their vehicle(s).

OWNER OR RENTER LIABILITY

Owners shall be held liable for any and all expenses incurred by the Association and Board, including all legal fees required for the enforcement of these regulations or as a result of any damage or costs to the Association or Board by the use, repair, or maintenance of any vehicle by the Owner, the Owner's family, tenants, guests or agents.

TOWING CLAIMS

In case of disputes over towed vehicles, the VEHICLE OWNER must retrieve their vehicle, pay all towing and storage charges and provide proof of any invalid tow to the Board if they are seeking reimbursement. Under no circumstances will the Association or Board seek the release of the vehicle on behalf of the Owner. To seek any reimbursement, Owner must have a receipt to show proof of ownership of the vehicle and payment of any tow-related charges.