



Homeowners Association Policy and Procedures

Title: Vehicle Parking Regulations

Policy No: Vehicle Parking 001

Effective date:

Revised date: Aug. 15 2016

Page:

Purpose and Scope

The Auberge' Declaration of Covenants, Conditions and Restrictions (CC&R) contains several restrictions on where and when vehicles can be parked. These restrictions vary depending on the type and size of the vehicle. They also vary depending on who owns the vehicle. The purpose of this document is to provide property owners with a summary of these restrictions and document the enforcement procedures adopted by the Board of Directors.

Restrictions

The restrictions listed below are contained in Section 3.1 j of the CC&R. In some cases clarifying comments have been added.

1. No owner, guest, tenant, invitee or person shall park, store or keep any vehicle except wholly within the parking area designated therefore. Each house is required to have at least two garage parking spaces. Driveways are considered parking areas for guests and invitees. Parking on the Lawn area is not permitted.
2. No owner shall park, store or keep any vehicle within any area designated for guest parking.
3. No person, owner, tenant, guest or invitee shall park any vehicle in a manner which obstructs or otherwise prevents the use of any Reserve Area including without limitation Reserve "A". Reserve "A" includes the streets. No vehicle shall be parked overnight in a street or common area.
4. No owner, tenant, guest or invitee shall park, store or keep any large commercial type vehicle (dump truck, cement mixer truck or gas truck, etc.) or any recreational vehicle (camper unit, motor home, trailer, boat trailer or other similar vehicle), boats over twenty (20) feet in length or any vehicle other than a private vehicle upon any uncovered parking space. These restrictions consider pick-up trucks, and camper trucks up to and including three-quarter (3/4) ton used for everyday transportation to be private passenger vehicles.
5. No owner of a lot shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of any lot or upon the common areas, including the garage spaces, except for emergency repairs and then only to the extent necessary to enable movement to a proper repair facility.
6. Notwithstanding anything herein expressed or implied to the contrary; no owner or tenant may park, store, or keep a vehicle overnight in a driveway. All vehicles must be parked in their garage. Guests and invitees may park in a driveway, including overnight, for not more than five (5) days during any thirty (30) day period.

The Board of Directors recognizes that from time to time extenuating circumstances will occur. In these situations, the owner may apply for a waiver to one or more of the preceding restrictions. The application must be in writing with a full description of the facts and the length of time for which the waiver is

requested. When considering requests, the Board will take into consideration that non climate controlled storage and uncovered vehicle, boat, RV, etc. storage are available nearby at reasonable prices. The fact that an owner considers his/her/their situation to be similar to that of another owner who has received a waiver does not relieve the owner of the requirement to file a written request. The granting or denial of a waiver shall not be considered as having set a precedent for future actions. Waivers granted to current owners do not carry over to future owners. Given that many new Auberge' residents are downsizing, and need to temporarily store items in their garage, the Board grants a standing sixty (60) day waiver to new residents to the no parking in their driveway restriction. Similarly, some residents leaving the Auberge' may find it necessary to use their garage as a staging area for personal property. They are granted a standing thirty (30) day waiver.

Enforcement

While the restrictions stated above are defined in the CC&R the penalties for non compliance are not specified. That is left to the discretion of the Board of Directors. The Board's powers to enforce the above regulations are found in the Bylaws and the CC&R. The Auberge' CC&R states in Article XIV "The Association, or any owner, shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by provisions of this declaration. Failure of the Association or of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter." The CC&R provides for several enforcement penalties such as withdrawal of voting rights, denial of use of recreational facilities and the filing of liens and the foreclosure of liens. . Any resident observing an infraction is asked to report it to the HOA Board, in writing including the date, time and location of the violation.

Approved by the AHOA Board the _____ Day of _____ 2016

Max Deardorff, MD
President