

Pages Place Homeowners Association

POLICY RESOLUTION No. 01-2019

Policies Relating to Vehicle Operation and Parking

(Supersedes all prior parking resolutions and rules and regulations)

WHEREAS, Article VII of the Bylaws of Pages Place Homeowners Association ("Bylaws") and Article IV of the Articles of Incorporation ("Articles") provide the Board of Directors with the powers and duties necessary for the administration of the affairs of the Pages Place Homeowners Association ("Association");

WHEREAS, Article XI, of the Articles provides the Board of Directors with the power and duty to adopt, make, and amend rules and regulation deemed necessary for the benefit and enjoyment of the Association; also 3.09 of the Declaration authorizes the Board to adopt rules;

WHEREAS, the Declaration obligates each member of the Association to comply with the rules and regulations promulgated by the Board; and

WHEREAS, the Board has determined that it is in the Association's best interest to develop rules and regulations regarding vehicle operation and parking on the Property.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules are adopted for operation for parking and operation of motor vehicles on the Property and for the removal of vehicles not in compliance with the Declaration, Bylaws, and Rules and Regulations of the Association.

I. DEFINITIONS

a. Approved Vehicles.

- i. **Conventional Vehicles** shall mean a motorcycle, passenger car, truck or van less than 8,000 pounds in running condition and currently licensed and registered. Vehicles must also display a current Association approved parking permit (e.g. hanging tag or decal).
- ii. **Automobile Class Commercial Vehicles:** shall mean an automobile class commercial vehicle weighing less than 8,000 lbs. with no more than 2 axles and no equipment affixed to the exterior (such as ladders, paint buckets, building materials, etc.) in running condition and currently licensed and registered may park in approved parking spaces provided that no household may park more than one of these vehicles, and that vehicle must display a current Association approved parking permit (e.g. hanging tag or decal). The Board reserves the right to review and approve a vehicle's classification as an Automobile Class Commercial Vehicle. A Commercial Vehicle may include "for hire" or other vehicles that have commercial signs, lettering, advertising and or commercial license plates.

b. Unapproved Vehicles shall include the following and are not permitted in the Project:

- i. **Commercial Vehicles.** The Board shall use the following criteria to determine whether a motor vehicle is a Commercial Vehicle:

1. any motor vehicle as defined as a commercial vehicle by Utah Division of Motor Vehicles
 2. Any solid waste collection vehicle, tractor, truck or tractor truck/semitrailer or tractor truck/trailer combination, dump truck, concrete mixer truck, towing and recovery vehicle with a registered gross weight of 12,000 pounds or more, and any heavy construction equipment, whether located on a truck, trailer, or semitrailer
 3. Any trailer, semitrailer, or other vehicle in which food or beverages are stored or sold
 4. Any trailer or semitrailer used for transporting landscaping or lawn-care equipment whether or not such trailer or semitrailer is attached to another vehicle
 5. Any vehicle licensed for use as a limousine
 6. Any vehicle more than twenty-two (22) feet in length or more than eight (8) feet in height including appurtenances attached to the vehicle, or with a width of 102 inches or more, or with a gross weight of 12,000 or more pounds, school buses used on a current and regular basis to transport students
 7. Any vehicle carrying commercial freight in plain view
 8. Any trailer, semitrailer, or double axle utility trailer, regardless of whether a state safety inspection is required, regardless of whether such trailer or semitrailer is attached to another vehicle
 9. Any vehicle with three or more axles.
- ii. **Police Cars** or other cars which are owned by or contain the logo of a City, County, or State emergency service provider shall not be considered a commercial vehicle under this definition.
- iii. **Recreational Vehicles.** Any boat, boat trailer, watercraft, motor home, self-contained camper, mobile home, trailer, pop-up camper/tent trailer, dune buggies, go-carts, all-terrain vehicles (ATVs), horse trailer or similarly oriented vehicle.
1. Owners may request a temporary loading permit for the loading and unloading of boat trailers, motor home, self-contained camper, mobile home, trailer, pop-up camper/tent trailer or similarly oriented vehicle.
 - i. A temporary loading permit is approved by the Board of Directors for a specific period of time.
 - ii. Temporary loading visitor permit is only valid for 3 days before and 3 days after a trip and must be displayed in the driver side dashboard of the vehicle.
 - iii. Requests for a temporary loading visitor permit must be made at a minimum of seven (7) days prior to the trip.
- iv. **Inoperable/Junk Vehicles.** Any motor vehicle with a malfunction of an essential part required for the legal operation of the vehicle or which is partially or totally disassembled by the removal of tires, wheels, engine, or other essential parts required for legal operation of the vehicle. Includes vehicles stored in a hazardous condition, including, including, but not limited to, vehicles on jacks or blocks.
- v. **Unregistered Vehicles.** Variances for exempt motor vehicles must be submitted in writing to the Association. Vehicles with vehicle covers

that obscure the proper permit or license, registration, VIN number, or inspection stickers shall be considered unregistered vehicles. Mini bikes, motorized scooters, pocket bikes, mopeds and motorized bicycles that are not licensed and registered in the State of Utah shall also be considered an Unregistered Vehicle.

- vi. **Abandoned Vehicles.** Any vehicle left unmoved in a reserved parking space for more than 14 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 14 days. In cases where a violation is committed, a notice will be placed on the vehicle, and if no response is received within seven (7) days, it will be subject to the Association's towing policy.
 - vii. **Utility Vehicles.** Vehicles of utility companies, movers, trades people, or other commercial activity may be parked in designated parking areas to conduct business; however, such vehicles shall not be authorized to park overnight, i.e., between 7:00 pm and 7:00 am, without written approval of the Board of Directors.
- c. **Owner** shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Davis County, Utah) of a fee or an undivided fee interest in any Unit, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding, any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgage, or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure on any arrangement or proceeding in lieu thereof.
- d. **Occupant** shall mean and refer to an individual(s) who are renting a unit in accordance to the covenants of the Association, section 8.07 regarding the rental and lease of the unit.
- e. **Any motor vehicle not falling into one of the above categories may be permitted or prohibited by the Board of Directors on a case by case basis.**

II. RULES and REGULATIONS

- a. **Use of Parking Areas & Reserved Parking Spaces.** Parking areas shall be used solely for the parking of Approved Vehicles as defined herein.
 - i. Each unit in the Association shall be assigned parking spaces depending on their unit and are subject to these rules and regulations and the applicable provisions of the Declaration. All other parking for Approved Vehicles is on a first-come, first-served basis.
 - ii. Approved vehicles shall be parked only in designated parking spaces and areas.
 - iii. The parking areas in the Association are available for use only by residence, and their guests within the Association.
 - iv. Residents may not use the parking areas for any purpose other than vehicular parking in the parking spots. No items or articles other than vehicles may be stored in the parking spaces.
 - v. No more than one vehicle will be parked in each space.
 - vi. All vehicles parked in parking spots are subject to the Association's Rules and Regulations, as well as all state and county laws.

1. **Assigned Parking Spaces**
 - a. Assigned parking spaces shall either be identified by lines marked by the Association and/or on the parking map.
 - b. Assigned parking spaces are to be used with the permits assigned to that unit.
2. **Unassigned Parking Spaces**
 - a. Unassigned parking spaces include any parking space not assigned to a specific unit. These parking spaces shall either be identified by lines marked by the Association and/or on the parking map.
 - b. All owners or occupants are entitled to fair use and access to unassigned parking spaces.
 - c. Unassigned spaces, unless otherwise provided in the resolution, are available for the temporary use of any owner or occupant on a first come, first serve basis.
 - d. To ensure general availability of unassigned parking spaces, owners or occupants will not use such spaces in a manner that denies the use of these spaces to other owners, occupants or guests for an extended periods (monopolizing). Parking spaces may be considered to be improperly used when:
 - i. Owners or occupants attempt to maintain control of specific unassigned spaces by consistently parking approved vehicles in such spaces for greater than 96 hours when, due to limited parking, other owners or occupants are vying for the same space(s) or
 - ii. By rotating (switching) vehicles from the same household between assigned and unassigned spaces, or
 - iii. Other circumstances that result in the extended use of unassigned parking spaces by members of the same household
 - e. Only Pages Place owners or occupants may park in unassigned spaces.
 - f. Use of Pages Place parking spaces for vehicles not owned by owners/occupants is prohibited.
 - g. Exceptions may be permitted by the Board of Directors.
3. **Visitor Parking Spaces**
 - a. Visitor parking spaces are specific parking spaces that are identified by lines marked by the Association, have signs indicating that they are for visitors, and/or indicated on the parking map.
 - b. Visitor parking spaces are available on a first-come first-serve basis.
 - c. Owners or occupants are NOT entitled to park in these spaces as they are for guests only.
 - d. No overnight parking (between 11:30 pm and 8:00 am) is allowed in Visitor Parking Spaces unless:
 - i. A temporary visitor permit is approved by the Board of Directors for a specific period of time.

- ii. Temporary visitor permit is only valid for the time specified and must be displayed in the driver side dashboard of the vehicle.
- iii. Requests for a temporary visitor permit must be made at a minimum of seven (7) days prior to the visitor arriving.

b. Operation, use and/or maintenance of a vehicle in a manner that poses a hazard or nuisance shall be in violation of this Resolution.

- i. This includes, but is not limited to, operation of a vehicle in a manner that threatens injury or death to other members of the association and/or threatens to damage the property of the Association or other owner's property interests.
- ii. This also includes operating a vehicle which generates an unreasonably high level of noise, including noise from a stereo or sound system within the vehicle, the unreasonable use of the vehicle's horn, unreasonable "revving" of the engine, screech of tires of the pavement, and/or unreasonably loud engine sounds, missing muffler, or after-market muffler that unreasonably increase the sound.
- iii. Vehicles shall not generate an unreasonably large, unnecessary and/or hazardous level of exhaust.
- iv. Vehicles shall not exceed the posted speed limit.
- v. Major repairs or maintenance to vehicles, painting of vehicles, or the drainage of automobile fluids is not permitted anywhere in the Association, except for minor repairs or maintenance, such as repairing a flat tire or re-charging a dead battery.
- vi. The dumping, disposal or leaking of oil, grease, or any other chemical residual substance or particles is prohibited.
- vii. Vehicles shall not be parked or stored unattended in a hazardous condition, including, but not limited to, vehicles on jacks or blocks. Tires supporting vehicles in parking areas must be inflated at all times so that they can be moved in the event of an emergency.
- viii. Any motor vehicle that presents an imminent threat to person or property is subject to immediate towing.

c. Owners and Operators Responsibilities

- i. Owners or occupants' vehicles shall only be parked in a garage, driveway, or marked unassigned parking space.
- ii. Owners or occupants that share a driveway shall not park their vehicles in said shared driveway, unless active loading and unloading is taking place and the vehicle can be moved at a moment's notice to accommodate other owners or occupants.
- iii. Parking is prohibited on the grass. No parking shall be permitted other than on the existing paved driveway or designated spaces within the association. Cars parked in driveways shall be parked in such a manner as to not impede sidewalks or extend beyond driveways.
- iv. Vehicles shall not be parked in fire lanes, impede the normal flow of traffic, block any sidewalk or mailbox, extend into the street, or prevent ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
- v. No vehicle shall be parked perpendicular to driveways in such a way as the vehicle extends into the street.
- vi. No person shall operate a motorized vehicle in the Association without a proper operating license and required safety regulated equipment, such as a helmet.

- vii. 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 is in violation of the Association's regulations and subject to removal through towing.
- viii. Garages shall not be converted into living spaces or to any other use that would prevent the parking of one conventional vehicle within the single car garage or the parking of two conventional vehicles within a two-car garage.
- ix. It is the Owners responsibility for ensuring that their family members, employees, visitors, guests, tenants and agents observe and comply with all rules and regulations as may be adopted by the Board of Directors.

d. Winter Parking Restrictions

- i. Winter Parking Restrictions are in effect from Nov. 15th – Mar. 15th.
- ii. In an effort to help in clearing the snow from the roadways, no parking is allowed on Pages Place Drive when snow removal operations are in effect (typically when snow accumulation is four inches or more). Owners or occupants are to move vehicles from Pages Place Drive to permit the clearing of the street during snow removal operations.
- iii. Vehicles parked in these areas when the contractor comes to plow the streets are subject to being towed at the owner's risk and expense.
- iv. The contractor is afforded reasonable leeway in time constraints during blizzard conditions.

III. REGISTRATION

- a. All vehicles parked in Assigned and Unassigned parking spaces must display an association parking permit (e.g. hanging tag or decal)
 - i. Upon the processing of the initial parking application, each owner will receive the appropriate number of **Assigned Parking Permits** as outlined in the parking map.
 - 1. Permits will only be distributed to Owners who can show proof of ownership.
 - 2. Owners shall register all vehicles with the Association providing the make, model, license plate number, contact, contact phone number and contact email address.
 - 3. Owners will be responsible for distributing any permits to occupants.
 - 4. Change of vehicle or damaged permit will require an amended registration form to be filled out and submitted with a processing cost of \$5 per vehicle.
 - 5. Owners who rent their property are to use Visitor Parking.
 - ii. **Unassigned Parking Permits** are available on a limited, first-come basis, non-refundable, non-transferrable. Owners must register for an Unassigned Parking Permit and is subject to a processing cost of \$125 per vehicle. Annual renewal of unassigned parking permit will be \$120 per vehicle due in January. Permits purchased mid-year will be prorated.
 - 1. Unassigned Parking Permits do not guarantee a parking space to the owner or occupant as these spaces are available on a first-come first-serve basis.
 - 2. Permits will only be distributed to Owners who can show proof of ownership.

3. Owners shall register all vehicles with the Association providing the make, model, license plate number, contact, contact phone number and contact email address.
 4. Owners will be responsible for distributing any permits to occupants.
 5. Change of vehicle or damaged permit will require an amended unassigned parking permit registration form to be filled out and submitted with a processing cost of \$5 per vehicle.
 6. These parking spaces shall either be identified by lines marked by the Association or on the parking map and permits will be limited to the number of spaces available on the property.
- iii. **Visitor Overnight Parking Permits** are available on a limited, first-come basis. Owners must register for a Visitor Overnight Parking Permit a minimum of seven (7) days prior to the visitor arriving.
1. Permits will be emailed to the owner upon approval.
 2. If the owner does not get an emailed permit, then overnight parking is NOT permitted.
 3. Permits must be placed on the drivers' side dashboard of the vehicle registered.
- iv. **Permit Placement.** Assigned and Unassigned Parking Permits shall be visible and affixed to the drivers' side front lower windshield and may not be taped or temporarily attached.
- v. **Replacement Permits.** If a permit is torn or damaged, owner must fill out an amended assigned parking permit registration form or amended unassigned parking permit registration form and is subject to the associated processing cost. Torn or damaged permits must be surrendered at the time of exchange.
- vi. **Stolen or Voided Permits.** Owners are required to report any stolen permits. All permits reported as lost will be canceled and voided, and vehicles displaying canceled passes will be towed without notice.

IV. ENFORCEMENT

- a. **Vehicle Removal.** The Board of Directors shall have the authority to have any motor vehicle not in compliance with the provisions of this Resolution removed from the Association. This authority may be delegated by the Board to a Management Agent. All costs and risks of towing and impoundment shall be the sole responsibility of the vehicle's owner and/or the unit owner for their occupants.
- i. **Violations Subject to Immediate Towing without Warning.** The violations below are charged and enforced as a limited assessment of \$250 against the Unit Owner. This includes any motor vehicle:
 1. Parked within fifteen (15) feet of a fire hydrant or in a designated fire lane.
 2. Not displaying an Association parking permit
 3. Occupying more than one (1) parking space
 4. Parked on grass area or sidewalk
 5. Parked in any area not designated for parking
 6. Constituting a safety hazard or impeding access to other parking areas
 7. Parked overnight in a visitor parking space without a permit
 - ii. **Notice of Violation with Warning.** The owner of any motor vehicle not in compliance with any of the other rules and regulations in this Resolution shall be notified of the violation by the posting of a notice

on the vehicle. If the motor vehicle is not brought into compliance within 48 hours of the posted notice, the vehicle will be subject to removal by towing. If a permit is visible, the owner will receive an email with the information regarding the violation.

- iii. **Repeat Violation.** In the event that there is a repeat violation of this resolution, the owner is subject to an immediate doubling of fines. A repeat violation occurs when the vehicle owner has already been given the appropriate notice of a violation, even if the owner originally remedied the first violation within 48 hours.
- iv. **Suspension of Privileges.** All owners must be in GOOD standings and in the event an Owner fails to pay assessments, accrued interest, and costs within (60) days of the Due Date or does not comply with any HOA Requirements, the Owner's rights and privileges shall be suspended. This includes, but is not limited to, the right to vote and the right to use any Unassigned Parking. The suspension will apply to the Owner and the Owner's tenants, guests, visitors, agents, invitees and household members. Before, however, an Owner's privileges are suspended, an Owner shall be afforded the due process rights to appear before the Board of Directors.
- v. **Any Request from Owners for enforcement of this policy by the Association against another resident with appropriate evidence of the violation must be directed to the Board in writing.**
- vi. **Towing.** All costs of towing and impoundment shall be the sole responsibility of the vehicle's owner.
- vii. **Attorneys' Fees and Costs.** If the Association must enforce this resolution through any form of legal action, the offending Owner shall be responsible for all expense and/or attorneys' fees incurred by the Association in enforcing the provisions of this Resolution.
- viii. **The Association reserves the right to exercise all other power and remedies provided by the Association's Governing Documents or the State of Utah.**

V. LIABILITY

a. Association.

- i. If any vehicle owned or operated by an owner/occupant, any member of his family, or by such owner's tenants, guests, invitees or licensees shall be operated or parked or abandoned in such a manner as to violate this Resolution, the Association shall be held harmless by such owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of the state or local laws and ordinances are hereby and expressly waived. The owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such parking, operation, or abandonment and any consequences thereof.
- ii. The Association assumes no responsibility for and disclaims responsibility for any damage to any vehicle parked or operated in the Pages Place Homeowners Association community.

b. Owner.

- i. Owners shall be held liable for any expense incurred by the Association as a result of any damage done to the common area by the use, repair, or maintenance of their vehicle, or as a result of negligence,

whether on the part of the owner, his family, tenants, guests, or agents.

c. Towing Claims.


- i. In cases of disputes over towed vehicles, the owner will pay the tow company and provide any proof of the invalid tow to the HOA Board for justification. Under no circumstances will the vehicle be released without payment for the towing and storage fees. You must have a receipt to show proof of payment.

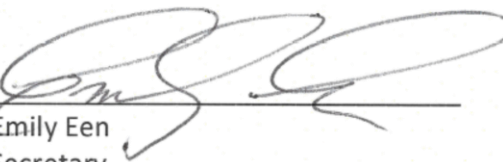
VI. EFFECTIVE DATE

The Effective Date of this Policy Resolution is **March 1, 2019**. Pages Place Homeowners Association.

We attest and certify that this Policy Resolution adopted by the Board of Directors of Pages Place Homeowners Association on this **2nd day of February 2019** and supersedes all prior rules and regulations governing parking on the Property as of the Effective Date. A copy of this policy was sent via email, regular mail, etc. to all Owners on or about **6th day of February 2019**.

PAGES PLACE HOMEOWNERS ASSOCIATION

By: 
Jared DeWitt
President

Attest: 
Emily Een
Secretary