



FOUNTAIN HILLS
COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION
FOR PARKING AND STORAGE OF VEHICLES

Adopted: March 2012
Effective: March 1, 2012

WHEREAS, Article VIII, Section 8, paragraph (D) of the Declaration of Covenants, Conditions, and Restrictions (Declaration) for the Fountain Hills Community Association, Inc. (Association) imposes certain restrictions relating to the parking of vehicles upon the Property, and

WHEREAS, Article IV, Section 1, paragraph (c) of the Declaration for the Association to adopt reasonable rules respecting the use of the Common Areas, Community Facilities and Private Streets and Roadways upon the Property, and

WHEREAS, Article VII, Section 1, paragraph (a) of the By-Laws for the Association empowers the Board of Directors to adopt and publish reasonable rules and regulations governing the use of the common elements and facilities, the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, and

WHEREAS, The Board of Directors for the Association desires to promulgate and enforce a policy in support of Article VIII, Section 8, paragraph (d) of the Declaration and consistent with the By-laws and applicable law,

NOW, THEREFORE, BE IT RESOLVED THAT, in support of the above, the Board of Directors for the Fountain Hills Community Association, Inc. hereby declares and adopts the Policy Resolution for Parking and Storage of Vehicles.

1. The following policy hereby supersedes any and all other policies which may have been previously enacted by any Board of Directors for the Association, other than that addressing assignment of parking space use, and which may have dealt with the parking and storage of vehicles upon the property subject to the Declaration of the Association.

2. PROHIBITED VEHICLES

a. Article VIII, Section 8, paragraph (D) of the Declaration states:

"D. except as hereinelsewhere provided, no junk vehicle, vehicle with a load capacity greater than one (1) ton and/or with more than two (2) axles and not more than four (4) wheels, trailer, house trailer, motor home, camper, recreational vehicle, vehicle with commercial lettering and signs (not including vehicles of a governmental agency), boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Areas and Community Facilities) shall be kept upon the Property (including streets, driveways, Lots and parking spaces) nor (except in bona fide emergencies) shall the extraordinary repair or maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of the Architectural Review Committee, provide and maintain a suitable area designated for the parking of such vehicles or the like, and may adopt and promulgate such additional rules and regulations in this regard as it deems necessary or desirable."

b. Pursuant to Article VII, Section 8, of the Declaration of Covenants, Conditions, and Restrictions (Declaration), the following vehicles, as defined, are prohibited from parking upon the Property of the Association:

i. Boat: Any waterborne vessel including, but not necessarily limited to: boats, yachts, sea doos, jet skis, or any recreational watercrafts.

ii. Junk Vehicle: Any vehicle which:

- (1) on which current license plates or registration stickers are not properly displayed, and/or
- (2) is leaking oil, gasoline, or other fluids, and/or
- (3) which has two (2) or more flat tires and has not been moved for a period of seven (7) days or more, and/or

iii. Recreational Vehicle: Any dirt bike, all-terrain vehicle (ATV), quad, go-cart, or any self-propelled camper trailer (see

“Camper Trailer” below).

iv. Stored Vehicle: Any vehicle that remains unmoved in the common parking areas for a period exceeding thirty (30) days as evidenced by a written, signed complaint submitted by a resident. Such complaint must include the following:

- (1) the location of the vehicle,
- (2) the license plate number (if any),
- (3) a description of the vehicle including make, model and color, and
- (4) a statement that the complainant will attest to the fact that the vehicle has not moved for a period in excess of thirty (30) days.

v. Truck: A truck is a vehicle with:

- (1) a load capacity of greater than one (1) ton, and/or
- (2) having more than two (2) axles, and/or
- (3) more than four (4) wheels.

vi. Trailer: A trailer is any vehicle which is drawn by another vehicle having motive power but is incapable of motive power by itself, including, but not necessarily limited to:

- (1) Boat Trailer: A trailer utilized for the purposes of transporting a boat or other water craft.
- (2) Camper Trailer: A camper trailer is any vehicle mounted upon or drawn by a car, truck, or other vehicle and is used as a temporary or permanent dwelling.
- (3) House Trailer: Same as camper.

vii. Vehicle with Commercial Lettering and Signs: Any vehicle which displays writing, logos, or advertisements, except vehicles of a governmental agency. Vehicles with properly affixed bumper stickers are not otherwise prohibited.

3. OTHER RESTRICTIONS

- a. No motorbikes, go-carts, all-terrain vehicles (ATV's), or other unlicensed motor vehicles may be operated upon the Common Elements.
- b. No vehicles, either licensed or unlicensed, may be operated upon the Common Areas except in those areas of the Common Elements specifically designated for such purposes.
- c. No extraordinary repairs or maintenance may be performed upon any vehicle while upon the Property, Lot or Common Element. This restriction shall not apply to the normal washing and polishing of the exterior surfaces or interior passenger areas of a vehicle.

4. ENFORCEMENT:

- a. For any vehicle that is in violation of the provisions of 2. b. above, the Association or its agent shall post notification, or “Warning”, upon such vehicle. The notification shall indicate that the vehicle must be removed from the Property or the violation must be corrected within a period not less than forty-eight (48) hours of the notification.
- b. Vehicles which are not removed, or for which the violation has not otherwise been corrected by the vehicle owner within the period specified on the notice, shall be removed from the Property by the Association.
 - i. Any and all towing and storage charges or damages resulting from such removal, if any, shall be the responsibility of the owner of the vehicle.
- c. Any recurrence of a violation involving the same vehicle within six (6) months of the original notice may be enforced by removal of the vehicle from the Property of the Association without additional notice.
- d. In addition to or in lieu of the above, the Association may pursue any other legal means available to secure compliance with this policy.

5. This policy may be amended from time to time in accordance with applicable provisions of the Declaration and By-Laws of the Association and of applicable statutes.