

## **Pool Lot Parking Policies and Procedures**

### **GENERAL**

**AUTHORITY.** In accordance with Article VIII, Section 1, paragraph (a) of the By-Laws, the Board of Directors is empowered to "adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and, their guests thereon, and to establish penalties for the infraction thereof". Under this authority, the Board of Directors has established the following rules for the use of the pool parking area.

**BOARD AUTHORIZATION REQUIRED.** For reasons of safety, health and protection of common property, the Board of Directors has mandated that no vehicle or object of any kind be parked in the pool lot outside the hours of normal pool and/or community office operation (*other than vehicles in their assigned numbered space*) unless authorized *in writing* by a majority vote of the Board of Directors. A copy of that written authorization must be clearly displayed on the vehicle. Vehicles/objects parked in violation will be towed without warning

**RESTRICTIONS.** Nothing but wheeled vehicles, or vehicles mounted on wheeled vehicles, will be permitted. No vehicle will be allowed unless it can fit entirely within the assigned space, with no encroachment of any kind upon adjoining spaces, adjoining non-parking area such as grassy areas, or upon adjoining traffic lanes. The same rule will apply to vehicles assigned outside of the fence enclosure. Commercial vehicles are prohibited. Vehicles not in everyday use by private homeowners (such as buses, tractors, special-purpose trucks/vehicles, etc.) are prohibited. To protect the pool lot surface, no vehicle or vehicle combination in excess of 10,000 pounds total weight will be allowed. To protect property and life, vehicles with facilities for carrying significant quantities of any hazardous substance, other than factory-installed fuel systems, are prohibited. All vehicles (and any activities performed with or upon these vehicles) within the pool lot facility must abide by the current Parking Policies. (In case of conflict, the most restrictive policy will prevail.)

**SPECIAL EXCEPTION.** In accordance with the Declaration of Covenants, Conditions and Restrictions (DCCR) and By-Laws, parking at the pool lot is subject to the same restrictions currently in force for all other parking areas owned by the Association *with one exception*. In accordance with the Covenants, Article VIII, Section 15, "... boats, motorcycles, covers, campers and trailers may be parked in the parking lot areas immediately adjacent to the swimming pool".

### **CONDITIONS OF USE**

**REPAIRS, VEHICLE CONDITION.** No repairs of any kind are permitted. All vehicles must be always in good working condition. All vehicles must be capable of passing all required Federal, State, County, or other legally required inspections at all times. Vehicles/objects parked in violation of this section will be ticketed and, if not remedied, towed after 10 days at the owner's expense.

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**LICENSING, STICKERS.** All governmentally required stickers, licenses, etc. must be present and up to date on all vehicles. Watercraft must display current/valid versions of all stickers, licenses, etc. consistent with legal watercraft operation in at least one adjoining governmental district. Vehicles/objects parked in violation of this section will be ticketed and, if not remedied, towed after 10 days at the owner's expense.

**DAMAGE TO FACILITY.** Owners and vehicles must in no way damage the pool lot surface or other aspect of the facility. Wooden blocks or other load support mechanisms, for example, must be used to support trailer hitches. Vehicles/objects parked in violation of this section will be ticketed and, if not remedied, towed after 10 days at the owner's expense.

**NOXIOUS FLUIDS.** Vehicles leaking oil, fuel or any other corrosive, damaging or otherwise undesirable substance are prohibited. If such vehicles represent an immediate safety hazard, they will be towed immediately at the owner's expense without warning. Otherwise, such vehicles will be ticketed and, if not remedied, towed after 10 days at the owner's expense.

**SAFETY.** No vehicle may be parked in any condition that members of the Board or the Community Manager regards as a significant safety hazard, either to persons or to surrounding vehicles. Vehicles/objects parked in violation of this section will be towed immediately at the owner's expense.

**GATES.** All relevant gates will be closed and locked upon each entry/exit from the facility unless otherwise directed by the Community Manager or Board of Directors.

## **NUMBER OF SPACES, TERM AND ASSIGNMENT**

**SPACES.** In order to preserve the safety and appearance of the community as well as parking for normal pool operation, a limited number of spaces will be reserved for long-term parking. Spaces will be assigned by number and only these numbered assigned spaces may be used. In addition to the spaces inside the fenced enclosure, an additional twenty (20) unenclosed spaces, adjacent to the fenced enclosure and far rear of the lot, will be reserved.

**TERM.** All spaces will be assigned for the period of October 1 through September 30. All keys and spaces must be surrendered not later than the last business day of the term. Failure to vacate the space by the last day of the term will result in removal of the vehicle at the expense of the owner on the morning of the first business day of the new term.

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**ASSIGNMENT.** Whenever the number of applications exceed the number of parking spaces available, a lottery system will be used to assign spaces. The lottery would be held during the first business week of September. The Community Manager will conduct the lottery with at least one Officer of the Association in attendance as witness. Spaces will be assigned in the order drawn. The first applications drawn will be assigned to the secure enclosure and the remaining applications will be assigned to the spaces outside the enclosure. If there are more applications than spaces, these will be designated as alternates in the order drawn by lottery.

The two larger spaces within the fence enclosure will have a separate lottery if more than two applications are received for those spaces in any given year. If an applicant for one of the two larger spaces is not awarded a space *and* there are openings inside the fence enclosure, they will be given the opportunity for one of those open spaces as long as the vehicle is in accordance with the policy standards as stated in the section under "Restrictions".

The Community Manager will ensure the lottery procedure leaves no reasonable doubt as to randomness of assignment. To that end, the Community Manager will construct a procedure similar to that described hereafter. Each application will be assigned a number. Each application's number will be placed on some object that can be folded or otherwise configured to completely obscure the number. These objects will then be placed inside an opaque container with an opening no larger than that required to remove the numbered objects one at a time. These objects will be drawn from the container one at a time by the Community Manager or Officer. Numbers will be recorded in the order drawn and applications filled in the order drawn.

**MID-TERM AVAILABILITY.** If a space inside the enclosure becomes available during the term, lottery winners outside the enclosure, if any, will have right of first refusal in order of their lottery rank. In all other cases, mid-term openings will be assigned to lottery alternates in order. If no lottery alternates exist, assignment will be made to applicants currently on file by date of application, earliest applicants receiving right of first refusal.

**CHANGES.** Nothing other than the registered vehicle(s) may be in the assigned spot. No substitutions will be allowed. Assignees must re-apply if they wish to use the space for a different or additional vehicle. Changing vehicles without a successful re-application will result in immediate removal without warning of any/all such vehicle(s) at the expense of the owner and re-assignment of long-term parking privileges to the next available alternate.

Trading like size spaces is allowed granted both parties agree. These requests and subsequent communications can be facilitated by management, if needed. No personal information will be shared without permission. Switches coordinated between owners must be documented with management for record keeping purposes.

**LOSS FOR NON-USE OR INELIGIBILITY.** If *for any reason* the Board of Directors or its designated representative suspects an assigned spot is not being used or the assignee and/or vehicle is no longer, or never was, eligible, the Community Manager will notify the assignee by registered letter that the space

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has been forfeited. The assignee will have ten days from the date of receipt of the letter to re-establish eligibility and/or compliance by re-applying. If after ten days, the assignee has not completed the re-application process, the space will be re-assigned. Any vehicles still in the space at time of re-assignment will be towed at the owner's expense.

**LOSS FOR POLICY VIOLATION.** Any rules violation which requires the Association to remove the vehicle will result in an automatic loss of the space with re-assignment to the next alternate.

## **APPLICATIONS**

**ELIGIBILITY.** Applications for pool lot parking will be accepted only if eligibility is first established for both the applicant and the vehicle.

a) Applicant eligibility. Only one application will be accepted per property. All owners, who are current in their assessments, are eligible but may, in writing, assign their eligibility to their current tenant. Only current owners or current tenants will be eligible to apply.

b) Vehicle eligibility. Only vehicles for which there is documented proof of ownership in the name and address of the eligible applicant will be eligible. Vehicles for which no such documentation exists are ineligible.

**PROCEDURE.** Applications for a given period will be accepted up to five business days before the drawing. If the applicant is a renter or other non-owner resident, the application must include a letter from the owner of record relinquishing the owner's rights to the renter for that period. The application must specify the vehicle by all of the following as appropriate: type of vehicle, color, manufacturer, make, license number and VIN (vehicle ID number) if possible. If the vehicle is a trailer with a boat, or other tandem vehicle, all vehicles' particulars must be specified. The application will not be accepted unless accompanied by copies of ownership documents which clearly identify the vehicle(s) and demonstrate ownership of the vehicle(s) in the same name as that of the applicant.

**SERVICE CHARGE.** A non-refundable application processing fee of \$10 must be presented at the time of application or the application will not be accepted. If the application results in an assigned space inside the fenced enclosure, an additional non-refundable service charge of \$50 will be assessed to cover miscellaneous costs such as key duplication, lock replacement, fence repairs, etc. For the two large parking spaces within the fence enclosure the non-refundable service charge of \$100 will be assessed. Applicants will not be issued keys to the gate(s) until the service charge has been paid.

**PUBLICATION.** To facilitate applications, the Community Manager will publicize information regarding the availability, eligibility, and procedures for obtaining pool lot parking spaces in the newsletter and/or the NCA website.