

Defoors Square II Homeowners Association, Inc.

Parking and Vehicle Policy Resolution

November 1, 2014

WHEREAS, the Declaration of Covenants, Conditions and Restrictions (Covenants) for Defoors Square II Homeowners Association, Inc. (DSIIHOA or the Association) recorded June 14, 1983 in Book 8515, Page 148 of the public land records of Fulton County, Georgia, provides in Article II, Section 12, related to the storage and parking of vehicles upon Lots or Common area of the Association in pertinent part as follows:

There shall be no outside storage or parking upon any Lots or the Common Area of any automobile.....except for Owners within parking spaces in the Owner's garage and for visitors temporarily parking in spaces and in accordance with rules and regulations promulgated by the board.

WHEREAS, Section 19 of the Association By-laws grants the general power to conduct the business and affairs of the Association to the Board of Directors (Board), whose members shall be members of the Association; and

NOW, THEREFORE BE IT RESOLVED THAT in order to assure equitable parking and an attractive community, the Board establishes a policy as follows:

PROHIBITED VEHICLES AND EQUIPMENT. The following vehicles belonging to owners may not be parked on Common Area:

1. Vehicles without a license tag or with an expired license tag or registration
2. Unless visiting the property to perform repairs or maintenance on a short term basis (one week or less), commercial vehicles including, but not limited to, delivery trucks or vans, special use trailers, or vehicles adapted to a business use such as a pickup truck fitted with special racks to hold materials and tools or any vehicle with permanent or attached lettering or signs. An owner may request permission for repair or maintenance vehicles as defined above to remain on Common Area for longer than one week subject to guest space rental rules.
3. Buses
4. Recreational vehicles or campers
5. Tractors
6. Mobile homes
7. Utility trailers, with or without wheels
8. Boats and boat trailers
9. Snowmobiles, jet skis and like recreation equipment
10. Stored, broken down, wrecked or otherwise inoperable vehicles

11. Vehicles leaking an excessive amount of fluids

Prohibited vehicles may be parked in a garage, provided there remains adequate area in the garage or on public streets to park all of a resident's vehicles. Loading and unloading of prohibited vehicles and equipment is permitted subject to a 12 (twelve) hour time limit.

SERVICE VEHICLES AND MOVING VANS. Service vehicles and moving vans shall not remain parked in the community longer than necessary but in all cases no longer than 12 (twelve) hours except in extreme emergencies. Service vehicles may park in the Common Area driveway behind garages or in guest parking spaces while actively engaged in service, provided they do not block vehicular ingress or egress to or from another owner's garage or block access to Defoors Drive.

Semi-trailer type moving vans are not allowed on Common Area without permission from the Association. Owners will be held liable for any damage to the asphalt pavement caused by moving vans.

LOADING AND UNLOADING OF VEHICLES. Residents who are unloading or loading in Common Area behind garages or in guest spaces are subject to a 1-hour (one hour or 60/sixty minutes) time limit.

USE OF GARAGES. Per Article IX of the Covenants, no garage on any Lot may be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have been parked in the garage as originally intended.

REPAIRS. No resident shall repair or restore any vehicle of any kind upon any Lot or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement to a proper repair facility.

NUISANCE AND FLUID LEAKS. All vehicles parked in guest spaces, whether used by an Owner renting a space or a guest, and vehicles traveling over Common Area driveway, must not leak excessive fluids (oil, transmission, transaxle, cooling, etc.). Fluids damage the Common Area asphalt and constitute a fire hazard. Vehicles that exhibit obvious excessive leaks must be parked on the public street.

GUEST PARKING.

1. Guest parking in Common Area includes all parking lots and spaces along Defoor Avenue between lots 1400 and 1428, all parking spaces between lots 1416 and 1418 and all parking spaces adjacent to and behind lot 1428.

2. Guests parking on the Common Area other than in Guest spaces subject the member to fines and can be towed.

RENTAL PARKING.

1. Two guest spaces are designated for monthly rental only to Owners with more than two vehicles.
2. To qualify for a rental space, both of the Owner's garage spaces must be first used for parking an Owner's vehicles and not used for storage. For purposes of this section, a garage space that contains a vehicle that is not drivable or otherwise operable, or is without a current license tag or registration is considered used for storage.
3. A Lot Owner is permitted to lease only one guest space.
4. Rental spaces may be assigned by lot and/or by space at the discretion of the Association. All guest spaces are first come first served and a rental does not guarantee a space. If an assigned space or lot is full, the Owner must not park on Common Area and is subject to a fine if this provision is violated.
5. The rental fee is \$20.00 per month and is due and payable on the first of the month and subject to a separate late fee of \$25.00. The rental fee may be changed at any time at the discretion of the Association.
6. The Association reserves the right to discontinue rental parking at any time.

HOME BUSINESS PARKING.

If operating a home-based business within the scope of the Covenants as amended, a total of only one business guest's vehicle may be parked in the guest spaces.

PARK FRONT IN ONLY.

Unless loading or unloading, vehicles must be parked front in only so as not to block any part of the walkways and to minimize exhaust noise directed towards structures.

FIRE LANES.

Defoors Drive is designated in its entirety as a Fire Lane. Any unattended vehicle blocking Defoors Drive partially or fully is subject to immediate towing.

ENFORCEMENT.

Owners and or vehicles that violate this policy will be warned either orally, in writing or via notice attached or affixed to the vehicle.

Each violation of the policy is a separate event.

FINES.

A fine of \$25.00 per violation will be levied against the property owner for each violation event.

TOWING.

Vehicles blocking the driveway or parked illegally may be towed without warning. Towing and storage charges are the responsibility of the vehicle owner.

RULES AND REGULATIONS. The parking policy is a rule and regulation and entitles the owner to hearing and appeal rights found in the Covenants.

SUPERSESION. This resolution supersedes all previously issued rules and regulations.

Recorded in the Book of Minutes October 11, 2014

Ken Everett (Signature on File)
Secretary