

**Indigo Place HOA**  
**Adopted Parking Regulations**  
**March 27, 2018**

**Vehicles and Parking**

Lot Owners are responsible for ensuring adherence to these regulations by vehicles of themselves, their guests, and/or renters and their guests.

**Passenger Vehicles**

Subject to the conditions set out in the Regulations, no passenger vehicle may be parked on any portion of a Lot, specifically landscaped areas, walkways or sidewalks, other than paved areas designated for that purpose. All passenger vehicles may be parked in garages or on driveways.

Parking on the street of a passenger vehicle shall be allowed only as a last resort, provided that it is parked in a manner and location that is not unsafe or hazardous to traffic or to persons within the Community. All passenger vehicles parked on the street must adhere to the following regulations:

1. Passenger vehicles must be parked parallel to the curb, headed in the direction of traffic. No head-in parking is allowed.
2. No passenger vehicle may be parked or stopped:
  - a. In front of a driveway unless allowed by the lot owner where the driveway is located.
  - b. On the roadway side of any vehicle stopped or parked along the curb of a street (no double parking).
  - c. Within fifteen feet of a fire hydrant.
  - d. Within thirty feet of an intersection.
  - e. Leaving less than twelve feet of clearance in the roadway for vehicular traffic (except for temporary loading or unloading of passengers).
  - f. To impede postal delivery operations (do not block mailboxes during daytime hours)

**Inoperative and Unlicensed Vehicles, Automotive Repairs**

1. No inoperative or unlicensed vehicles may be parked on a lot except in a garage and may not be parked on the street. No towed vehicles or vehicles on blocks are allowed on a Lot or on the street.
2. No auto maintenance or repairs of a commercial nature (maintenance or repairs other than on your own vehicle or maintenance or repairs on any vehicle, including your own vehicle, which is of a nature other than minor maintenance or repairs) shall be permitted. Minor maintenance and repairs shall be oil changes, belt replacements or general cleaning that do not make the vehicle inoperative for more than two (2) hours or that may in no way create excessive noise or draw undue attention to the activity shall be allowed on a lot. No vehicle maintenance is allowed on the street. No vehicles, of any type, without mufflers shall be allowed on premises.

**Commercial and Recreational Vehicles**

No commercial vehicles or recreational vehicles (including motorcycles, boats or boat trailers, jet skis, personal watercraft or other watercraft, utility trailers, campers, mobile homes, tractors, buses, farm equipment, all terrain vehicles, go-carts, mini bikes, scooters, or golf carts) may be

placed or parked on any street within the Community or on any paved or non-paved area of a Lot or adjacent Lot, unless such vehicle is parked inside a totally enclosed garage.

Service and delivery vehicles may be parked in the Community during daylight hours for such periods of time as are reasonably necessary to provide service or make a delivery.

Fines for non-compliance of Vehicles and Parking regulations are as follows:

**1st offense or notice** - courtesy notice of non-compliance is sent out to Lot Owner (and renters, if applicable) with a one week time frame to correct issue.

**2nd offense or notice** - a follow-up letter addressing the issue of non-compliance with notation of 1st offense letter date and a \$25.00 fine (or such amount as may be determined by the Board) is sent out to Lot Owner (and renters, if applicable).

**3rd and subsequent offense or notice** - \$50.00 fine (or such amount as may be determined by the Board) and notice of failure to comply with rules/regulations set forth by the Association will constitute immediate grounds for the HOA to take the appropriate action to remedy the violation, including but not limited to any action at law. The Association may tow or otherwise remove any vehicle parked in violation of this Regulation after 1st and 2nd notices of the violation are sent to the Lot Owner (and renters, if applicable). The cost of that correction, together with the cost of any action such as the cost of any supervision and/or management of these activities taken by the Association to insure that this compliance is achieved; any Assessments for Non-Compliance levied by the Association and any collection cost or attorney fees, may then be added by the Association to the Association's continuing lien on that Lot and shall become the personal obligation of the Owner or Co-owner(s) of the Lot in violation of Non-Compliance.

**Fines Due** - Lot owners are responsible for submitting payment in full for any Assessments for Non-Compliance levied by the Association within ten (10) calendar days of the date on the letter of noncompliance.

**Appeals** - Lot owners may appeal Assessments for Non-Compliance levied by the Association by mailing a letter to the Association within ten (10) calendar days of the date on the letter. The letter must detail the reason for appeal and why the assessment is invalid.

**Compliance Clause** - If a lot owner remains in compliance for a period of six months after the date of the last infraction, the penalties for Non-Compliance of Vehicles and Parking Regulations reset to the 1st offense level.