

Date Implemented: \_\_/\_\_/\_\_  
Approval: \_\_\_\_\_  
(President)

# TOWNS AT LAKESIDE ASSOCIATION, INC.

## Authorized Vehicles, Storage & Parking Policies

Each lot in the Towns has a garage where a motor vehicle is to be parked, per Declarations. A second vehicle is to be parked on the driveway. Some driveways in the community may legally accommodate additional vehicles. Visitor parking pads in the community are to temporarily accommodate visitor parking. There is no entitlement for an owner or tenant to use a visitor vehicle parking pad *except* after their garage contains a vehicle and the driveway contains all of the vehicles that it can legally accommodate.

The Board desires to ensure that the aesthetics of the community are not diminished by the unsightly parking of vehicles on the grass and Common Areas, that abandoned vehicles are not kept on the property and that commercial vehicles are not parked in the property in violation of the deed restrictions. Of greater importance, the Board is concerned about the safety of the community to prevent illegal street parking which impedes the safe passage of vehicles throughout the community.

The authority to establish policies regarding the enforcement of parking is created in the *Articles of Incorporation, Article IV(h)*.

### **AUTHORIZED PARKING AND MOTORIZED VEHICLES**

(a) Except as hereinafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, trailer of any type, or bus shall be permitted to remain on any lot or street within the property. All motor vehicles permitted to be on a lot must park at all times on pavement (in the garage, on the driveway or parking pad) and shall not park on the grass or non-paved area of the lot.

(b) No non-licensed and/or off-road vehicle such as ATV (all terrain vehicles) three-wheeled or four-wheeled ATV, go-cart, golf cart or the like, may be operated within the property or permitted to be parked or stored on any lot.

(c) A 'commercial vehicle' is a sports utility vehicle, truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity which may have a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall not be parked or stored within the property unless parked/stored in a garage, per Declaration of Covenants.

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(d) Townhome owners or their tenants are provided with at least **two** parking places for motor vehicles – one vehicle must be parked in the garage when not in use, per Declaration of Covenants and a second vehicle may be parked on the driveway. A few townhome driveways can accommodate additional vehicles (without illegally being parked across the sidewalk).

(e) There shall be no parking on or over any grass, landscaped area, sidewalks or any portion of a lot or Common Area. At no time shall any vehicle block access to a trash receptacle, mail kiosk, fire hydrant or Common Area. Parking shall only be permitted within designated parking spaces lying within Common Areas. The Association has the sole, full and complete control over the use of Common Areas for parking and other purposes.

(f) Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this section or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association. The owner of the lot or dwelling unit to whom such vehicle belongs or to whom the operator of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such lot or dwelling unit to enforce collection of such reimbursement. Any cost or expense necessary to recover the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

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**The Board hereby adopts the following rules, regulations and procedures in addition to those already contained in the Declaration of Covenants:**

All vehicles in the Towns community and on property will be subject to the following policies:

- (a) Speed Limit 20 MPH and towing notice signs will be posted at both entries of Jonah Drive. In accordance with the City of North Port Ordinance, there is no parking in any street at any time, and all vehicles parked in the street are subject to ticketing by the City of North Port. Further, in accordance with the Declaration of Covenants, there is no parking on any Common Area (other than designated overflow parking spaces) or grassy areas within the community at any time.
- (b) When parking becomes a matter of concern for safety in the community, at the Board's discretion, the Board may hire the services of security, law enforcement or towing company to assist in the enforcement of this parking policy and will be considered an agent of the Association.
- (c) The management company shall ensure that the Property is properly posted at all times for towing in accordance with current Florida Statutes.

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- (d) It will be the responsibility of the vehicle owner to pay the fees necessary to recover the vehicle from the towing company. The Association, Board or Committee members, designee, management company representative or agent will not be responsible collectively or individually for any damage caused to a vehicle while being towed or stored.
- (e) All vehicles travelling in excess of the posted speed limit on the community streets are subject to ticketing by the City of North Port.
- (f) Inoperable vehicles are not permitted to be stored, parked or have repairs performed, i.e., motor overhauls, oil changes, transmission repairs, etc., done on any lot or common area of the community. Vehicles which are inoperable due to a flat tire or dead battery shall be permitted to be repaired/replaced on-site and shall be given 48 hours to make the necessary repairs.
- (g) The Board reserves the right to adopt at a later date additional rules and regulations as deemed appropriate. Such rules may include, but shall not be limited to, restrictions and policies regarding the use of common area overflow parking spaces by owners and guests.
- (h) In the event any owner/resident needs additional parking, they may request permission from the CDD office at the Clubhouse to park in the Clubhouse parking lot.

TownsAV,S&Parking revised and approved 5-12-2011