

Andover Forest Parking Policy

1. **Purpose.** The Andover Forest Homeowners Association (the "Association") is subject to the terms of its Declaration of Covenants, Conditions and Restrictions (the "Covenants"), Bylaws and Articles of Incorporation, as they may be amended (collectively referred to herein as the "Governing Documents"). The Covenants generally prohibit inoperable vehicles, trailers, motor homes, boats, campers, trucks or commercial vehicles to be parked outside of a garage. The purpose of this Policy is to establish a process and procedure for enforcing the covenants to achieve and maintain neighborhood compliance with the Governing Documents.

2. **Authority.** The Andover Forest Board of Directors (the "Board"), acting through its authorized agents and pursuant to the Governing Documents, has the power to impose fines, sanctions, and other enforcement penalties. The Board may designate one or more persons or committees to document violations, to determine the type and amount of proposed sanctions, to provide notice of violations and proposed sanctions, to determine whether violations have ceased or abated, to hold hearings concerning violations and sanctions, to make final determinations concerning violations and sanctions, and to pursue self-help remedies to abate violations. Provisions of this document shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing, or parking of vehicles.

3. **Definitions**
 - A. For purposes of enforcing the Governing Documents through this Policy, the term "parking" shall mean: The act of stopping and disengaging a vehicle and leaving it unoccupied for an extended period of time.
 - B. The term "vehicle" shall mean: Any automobile, cart, trailer, motorcycle, moped, boat, camper, or truck.
 - C. The term "sidewalk" shall mean that portion of a street between the curblines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians, including any strip of ground between curb and paved sidewalk.
 - D. Terms "loading" and "unloading" shall include, in addition to active loading and unloading of a vehicle, any time not exceeding twenty-four (24) hours that a recreational vehicle is being leveled for the purpose of preparing its heating or cooling system for use.

4. **Allowable Parking.** The following parking events shall not be deemed violations of this Policy or the Governing Documents, provided that the parking is in strict compliance with all the provisions hereof, including Section 5 (collectively referred to herein as the "Allowable Parking"):

- A. **Street Parking.** Street Parking should be performed in compliance with signs, painting, or markings that may indicate a no parking zone, and shall not block driveways, intersections, sidewalks, crosswalks, path entrances, or disability access ramps. All parking should be parallel to curbs, and performed in a manner to not restrict the flow of traffic.
- B. **Driveway Parking.** Parking should be on driveways, and clear of obstructing sidewalks for pedestrians.
- C. **Garage Parking** Vehicles parked in an enclosed garage attached to home.
- D. **Commercial Vehicle Parking.** Parking of a commercial vehicle or equipment for purposes of maintenance of a property, and usually performed within normal working hours, or for a reasonable period of time to perform construction, alteration, or maintenance to subject property. Such vehicles or equipment shall not encroach upon neighboring properties or common space.
- E. **Loading/Unloading.** Active loading and unloading (such as during a move) performed with a commercial vehicle or trailer shall not extend past 24 hours.

5. **Restrictions.** All vehicles subject to this Policy must comply with the following requirements:

- A. No parking of a vehicle within the front yard, side yard, or back yard of any residential structure except upon an approved residential driveway.
- B. No parking in front of a public or private driveway
- C. No parking of a vehicle upon a sidewalk.
- D. No parking within an intersection.
- E. No parking within thirty (30) feet of the approach to a stop sign.
- F. No parking within twenty (20) feet of a crosswalk
- G. No parking on the roadway side of a vehicle parked on a street.
- H. No parking at any location a curb is painted yellow
- I. No parking of a vehicle in such a manner or under such conditions as to leave less than ten (10) feet of the width of the roadway for free movement of vehicular traffic.
- J. No parking of a vehicle exceeding seven (7) feet in overall width (excluding mirrors) or twenty (20) feet in overall length or seven and one-half (7½) feet in overall height, for longer than two (2) hours except when loading or unloading.
- K. A recreational vehicle is being leveled for the purpose of preparing its heating or cooling system for use shall be parked for less than 24 hours. (Unless vehicle has a visitors permit from approved government office)
- L. Extended parking
 - a. The parking of any vehicle on any street for a prolonged period is hereby prohibited.

- M. No person shall park a vehicle or boat upon any driveway or street for the principal purpose of:
 - a. Greasing, or repairing such vehicle or boat, except any repairs which may be necessitated by an emergency.
- N. No person shall park a vehicle or boat upon any street for the principal purpose of:
 - a. Displaying such vehicle or boat for sale, lease, advertisement, or other promotional purpose
 - b. Washing vehicle or boat

- 6. **Enforcement and Hearings.** This Policy shall be enforced in accordance with the terms of the Association's Governing Documents.
- 7. **Sanctions.** The Board may enforce violations through fines, sanctions, and other enforcement mechanisms, such as the revocation of voting rights or suspension of access to common areas. The nature and amount of any sanction shall be at the discretion of the Board and shall take into account factors such as (i) the nature and seriousness of violation; (ii) prior violations by the Lot owner; (iii) efforts to abate the violation; and (iv) other aggravating or mitigating factors. The Board may impose one-time fines or, for violations of a continuing nature, recurring, such as daily or weekly, fines until the violation is corrected.
- 8. **Lien.** Any fine or other monetary sanction imposed for the violation of the Governing Documents, together with interest, costs, and reasonable attorney's fees relating to the violation, failure to pay the fine or other monetary sanction, and enforcement of same, shall be the personal liability of the owner(s) of the lot at the time the fine was imposed and shall also be a charge on the lot, and shall constitute a lien on the lot, beginning on the date the fine or other monetary sanction is imposed, and shall be a continuing lien upon the lot until paid in full.
- 9. **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Governing Documents by self-help (specifically including without limitation entering into said lot(s) to remedy an uncured violation following notice provided for herein), or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth herein. In any such action, to the maximum extent permissible, the person who owned the lot(s) at the time of the violation of which abatement was or is sought shall be liable for all costs and expenses incurred in engaging in such self-help and remedying said violation, including without limitation administrative fees, costs, and expenses of such self-help which shall be considered a fine hereunder, and late fees and interest, and attorneys and professional fees incurred in pursuing in any rights or remedies available under the Governing Documents, and said amounts shall constitute a continuing lien on the lot(s) or unit as stated herein. In the event that an Owner fails to comply with any Governing Document after being provided notice and opportunity to cure same, or fails to pay any duly levied fine or comply with any other duly levied sanction, then the Association may retain

counsel to enforce the Governing Document, pay the fine, or otherwise enforce a sanction, and the costs and expenses of same, including reasonable attorneys' fees, shall be both the personal obligation of the property owner and a lien on the property as set forth herein.

10. **Interpretation of Policy.** To the extent this Policy conflicts with any provision of the Governing Documents, the Governing Documents shall control; provided, however, that the terms of this Policy shall be given the greatest effect practicable.
11. **Reservation of Rights.** The Association reserves the right to amend or supplement this Policy at any time. To the extent this Policy does not adequately address every situation which may arise under the Governing Documents, the Association reserves the right to deviate from this Policy where reasonable to address an issue involving parking under the Governing Documents. Failure to enforce any violation of this Policy or the Governing Documents shall not be deemed a waiver of the Association's rights in any manner.

Adopted by the Board of Directors of the
Andover Forest Homeowners Association

By: Aaron Rose
Title: Secretary
Date: 11-22-22

The following Lexington-Fayette Code of Ordinances were referenced for this policy
(Version Sep 27, 2022)

- Sec. 18-114. - Obedience to no-parking regulations.**
- Sec. 18-119. - Stopping, standing or parking prohibited.**
- Sec. 18-120. - Parking not to obstruct traffic.**
- Sec. 18-122. - Twenty-four-hour parking.**
- Sec. 18-124. - Parking for certain purposes prohibited.**
- Sec. 18-129. - Parking of vehicles in any residential section.**