

WILLIAMS PRESERVE COMMUNITY
POLK COUNTY, FLORIDA
TOWNHOME PARKING POLICY

1. PURPOSE

This Townhome Parking Policy is intended to provide a uniform parking scheme that is fair for all townhome residents of the Williams Preserve Community, and to establish clear and consistently applied rules for violations of the parking policy.

2. CERTAIN DEFINITIONS

To ensure that there is no misunderstanding related to the meaning of terms used in this document, this section describes the intended meaning of several words or phrases that are used in this document:

2.1. Abandoned Vehicle: Any vehicle that (i) meets the definition of “abandoned vehicle” under applicable law, or that is reasonably determined by the HOA to have been abandoned; or (ii) is not displaying a currently valid community decal / hang tag, registration and/or license plates and has remained on the premises of Williams Preserve for more than forty-eight hours without the consent of the Board.

2.2. Authorized Vehicle: Any vehicle, which is permitted to occupy parking spaces at Williams Preserve.

2.3. Board: The Board of Directors, officers and agents of Williams Preserve Homeowners Association.

2.4. Boat: Any vessel designed for navigation on water, no matter what the size, style, or functionality.

2.5. Camper: Any vehicle attached to or drawn by a car, truck, trailer or other vehicle that is intended to be used as a temporary or permanent dwelling.

2.6. Commercial Vehicle: Any vehicle with advertising, signs or other markings, including exterior racks or compartments used to store materials or tools. This term does not include police or other marked governmental agency cars. Nor does it include other vehicles that are not designed for commercial purpose and only use a removable magnetic sign to display the name of a firm on the side of the vehicle.

2.7. Community or community: The Williams Preserve community located in Polk County, Florida.

2.8. Guest: Anyone who comes to Williams Preserve for more than four (4) hours on a single visit and anyone who stays overnight in Williams Preserve for less than three (3) nights in any thirty (30) day period, whether the duration of the visit is consecutive or intermittent.

- 2.9. Guest Parking: Any space, if any, not utilized for parking by Residents.
- 2.10. “HOA”, “Homeowners Association” or “Association”: Williams Preserve Homeowners Association, Inc., a Florida not-for-profit corporation.
- 2.11. Management Company: Evergreen Lifestyles Management, Attn: Andrew Johnston, LCAM, 2100 S Hiawasse Rd, Orlando, FL 32835, (Phone) 877.221.6919, (Email) ajohnston@evergreen-lm.com, or such alternative Management Company or contact person designated by the Board from time to time.
- 2.12. Motorcycle: A vehicle with two (2) wheels in tandem, propelled by an internal combustion engine. This includes small motorcycle-like vehicles like Mopeds or Scooters, but does not include dirt bikes, which are covered in §2.19.
- 2.13. Non-Resident: An individual who does not live in one of the townhomes located within Williams Preserve.
- 2.14. Oversized Vehicle: Any vehicle with tires which extend six (6) inches beyond the body or a vehicle which extends the width of one parking space to the painted lines OR a vehicle which extends beyond the length of the normal parking space OR one which, because of its length, limits the view of the adjoining spaces.
- 2.15. Owner: The individual(s) identified on the property deed filed with the appropriate Polk County governmental entity, being the owner of a Townhome within the Community.
- 2.16. Parking: The temporary stopping and placement of a vehicle on one fixed location. Temporary contemplates a short period of time and a frequency that is reflective of typical daily use of a vehicle.
- 2.17. Parking Space: The physical area designated for a vehicle to park. In Williams Preserve, this includes the paved areas that are specifically marked and labeled as a parking space, as well as the area within a garage or driveway.
- 2.18. Portable Storage Units: Any type of portable non-stationary container or unit that is larger than three (3) feet in diameter. These units may be best known as “PODs”, after the first company to offer them, but they are also now offered by other companies like “U-Pack Moving”, “Mobile Mini Storage,” etc.
- 2.19. Recreational Vehicle: Any vehicle intended primarily for recreational purposes, including off-road vehicles, dirt bikes, racing vehicles, campers, boats, motor homes, house trailers, etc.
- 2.20. Resident: Anyone who lives in a Townhome residence located within Williams Preserve, or who otherwise spends more than three (3) nights in the home within any thirty (30) day period, whether such stays are consecutive or intermittent.

2.21. Tenant: Anyone that rents from the owner(s) of record and occupies a Townhome residence in Williams Preserve for a period of time. For the purposes of this policy, this term is not limited to individuals with contractual arrangement involving payment in exchange for lodging; it includes any resident that is not an owner as those two terms are defined in this policy.

2.22. Townhome: A residence located in the Williams Preserve Community that shares a common wall (i.e. – “party wall”) with an adjacent residence, located in Phases 1 and 2-A of the Community.

2.23. Trailer: Any vehicle that is not self-propelled and is designed to be pulled or towed by a vehicle.

2.24. Truck: Any vehicle having a load capacity greater than 3/4 ton OR having more than four (4) wheels OR having more than two (2) axles. Pickup trucks with four (4) wheels under 4,000 pounds shall not be considered a truck for the purposes of this definition.

2.25. Unauthorized Vehicle: Any vehicle that is not authorized to be on the property, including a vehicle owned by a Resident that has not been registered with the Management Company and/or that does not have a decal permitting parking within the Community.

2.26. Van: A truck-like vehicle having a cab and aft section covered by a continuous roof.

2.27. Vehicle: Any self-propelled device or equipment that is used for the transportation of persons or property upon a roadway.

2.28. Visitor: Anyone who comes to Williams Preserve for less than four (4) hours at a single visit and on a non-routine or infrequent basis. This includes, for example, service personnel and tradesmen.

3. ALLOCATION OF PARKING SPACES

3.1. Allocation of Parking Spaces. Unlike the single family residences located within the Community, the Townhomes do not feature garage units, meaning that all Parking Spaces servicing the Townhomes are to be used in common by all Townhome Residents, together with their respective Guests and Visitors. In order to provide for adequate parking for all Residents, each Townhome shall be permitted to park two (2) vehicles in the Community, as follows: each Townhome shall be assigned one (1) designated parking space that is reserved for use by such Townhome; each Townhome shall also receive two (2) parking decals / hang-tags for use by such Resident (one of which shall be used for the designated parking space noted above), which shall be installed in a uniform location on each registered Vehicle as directed by the Management Company. With the exception of the one (1) designated parking space allocated to each Townhome (which shall be “reserved” for use by the Residents of such Townhome), all additional parking shall be on a “first-come, first-served” basis, subject to the restrictions and limitations set forth in this Townhome Parking Policy. Residents shall reasonably endeavor to park in front, or in close proximity, to their Townhome to the extent possible.

3.2. Vehicle Registration. All Vehicles must be registered with the Management Company, and each parking decal shall be specific to a registered Vehicle. In the event that the Residents and other occupants of a Townhome shall collectively have more than two (2) Vehicles, **any such additional Vehicles shall be parked in an offsite location that is not contained within the Community.**

3.3. Ownership of Parking Areas. All of the Parking Spaces available for use by Townhome Residents are part of the Common Area that is owned by the Association. In no event shall the designation of parking spaces for use by a particular Townhome constitute a transfer of ownership. The designation of parking spaces may be modified by the Association at any time, and from time to time, and for any reason.

4. REQUIRED MOVEMENT OF VEHICLES

On occasion, it may become necessary for Residents to remove their vehicles from one or more Parking Space, or from the entire paved area within the Community. This may be necessary to allow for the proper repair and maintenance of the parking area, e.g., so that the curbs can be repaired or painted, or to allow for periodic resurfacing, regular maintenance, or sealing of the pavement.

4.1. Notification. Should this be necessary, the Association will provide notice to the affected Residents at least five (5) working days before scheduled work requires the movement of their vehicles from their assigned parking spaces. In an emergency, when such an advance notice cannot be given, the Association will provide at least forty-eight (48) hour notice to the affected residents. Notice may be in the form of a flyer on the door or mail boxes, a letter or an email, and must include basic information about the work, including the relevant dates, times, nature of the work, and contact information for someone who can answer questions about the project.

4.2. Emergencies. Other unforeseen or unscheduled situations may also arise that require the temporary movement of vehicles from their assigned parking spaces (e.g., due to a water main break, fire or medical emergency, etc.). Residents, particularly those who engage in extended travel, are encouraged to leave a vehicle key with a neighbor or friend in the event that it becomes necessary to move the vehicle while the resident is unavailable.

4.3. Towing. Vehicles not moved as required, requested or necessary will be towed and stored at the owner's expense.

5. GUEST PARKING

5.1. Where to park. Parking Spaces that are not allocated to a particular Townhome and that not currently in use by Residents (with affixed decals and/or hang tags) may be used on a temporary basis by Guests and Visitors that does not include parking on a long-term, frequent or reoccurring basis as follows:

5.2.1. Long-term basis is defined as a period of time exceeding seven (7) days within any thirty (30) day period, whether consecutive or intermittent. For example, a non-resident that visits a resident for a week or more at one time, or for multiple overnight visits within a month.

5.2.2. Frequent or reoccurring basis is defined as more than four (4) parking events of more than four (4) hours each event within any thirty (30) day period.

6. VEHICLE REGISTRATION

In order to facilitate the monitoring of compliance with Association parking policy, all vehicles used by Townhome Residents and parked on community property must be registered with the Management Company on behalf of the Association. All registered vehicles shall be evidenced by the parking decal / hang tag provided by the Management Company. If a Resident is temporarily using a vehicle that is not registered with the Management Company (i.e. – a “loaner” vehicle incident to a vehicle repair, for example), such Resident shall promptly advise the Management Company accordingly.

7. OVERSIZED TRUCKS AND PORTABLE STORAGE UNITS

7.1. Oversized Trucks. When arranging for any oversized truck to enter Williams Preserve, the Resident must:

7.1.1. Notify the Management Company at least two (2) business days before the expected arrival of an oversized truck. This notification can be electronically, our preferred method, by email to ajohnston@evergreen-lm.com, You may also fax, mail or deliver the form to the property Management Company.

7.1.2. Inform the truck driver of the severely limited turn around area within the Community.

7.1.3. Take reasonable steps to expedite the removal of the oversized truck from the Community.

7.1.4. Keep such Resident’s neighbors in mind to reasonably minimize the inconvenience associated with the oversized truck (i.e. – Be a good neighbor!).

7.2. Portable Storage Units/Containers. When arranging for any such units to be used in Williams Preserve, the resident must first notify the Management Company at least five (5) business days before the expected arrival of a Portable Storage Unit or Container. Such containers will only be allowed to be placed in the residents’ own reserved parking space for a maximum of four (4) days. The container cannot block the road or sidewalk within Williams Preserve and should not interfere with the use of neighboring parking spaces. Residents cannot use or interfere with the use of guest parking spaces for such containers.

8. PROHIBITED ACTIVITIES

These activities are specifically prohibited:

8.1. Unauthorized Use of Designated Parking Space. No persons may park in the Parking Space designated for use by a particular Townhome except for the Resident of such Townhome.

8.2. Abandoned or Junk Vehicles. No abandoned vehicles or otherwise junk or inoperable vehicles may be parked on community grounds, driveways, or guest parking areas under the jurisdiction of the Association.

8.3. Commercial Vehicles. Commercial vehicles may not be kept overnight on community grounds, driveways, or guest parking areas under the jurisdiction of the Association.

8.4. Vehicles Not Properly Registered. Vehicles not bearing a current license tag and registration are prohibited from the parking spaces, driveways, and guest parking under the jurisdiction of the Association.

8.5. Machinery or Equipment. No large machinery or equipment of any kind or character may be parked on community grounds, driveways, or guest parking areas under the jurisdiction of the Association. If temporarily necessary, this may be expressly permitted by the Board of Directors.

8.6. Motorcycles. Motorcycles are prohibited from parking on sidewalks, front or side lawns, or between parked cars. Motorcycles may park in front of a parking space, parallel to the townhome so that another vehicle can also park in the same space as long as that vehicle does not protrude outside of the parking space. Motorcycle kickstands must be placed on an object so as to prevent damage to the asphalt.

8.7. Recreational vehicles. No recreational vehicles, trailers, or trucks may be parked on community grounds, driveways, or guest parking areas under the jurisdiction of the Association.

8.8. Trucks. No moving or delivery trucks may be parked overnight on community grounds, driveways, or guest parking areas under the jurisdiction of the Association. Residents should consider the severely limited turn around area within the Community when making delivery or moving arrangements. In addition to informing the truck driver of the limitation, residents should also notify any neighbors that may be affected or inconvenienced by such a truck.

8.9. Vehicle Maintenance and/or Repairs. With the exception of emergency repairs, the repair or extraordinary maintenance of vehicles shall not be performed in the parking spaces, private driveways, lawns, and Common Areas under jurisdiction of the Association. This provision does not apply to washing vehicles, which is permitted.

9. COMPLAINTS

9.1. Abuse of Parking Policy. If a Guest or Resident is violating any of the terms or provisions of this Townhome Parking Policy, anyone can register a complaint with the Management Company by providing the following information:

9.1.1. Make and model of the vehicle;

9.1.2. License plate number, including the issuing state;

9.1.3. Day and time of the parking violation, including applicable information about duration or frequency; and

9.1.4. The name and contact information of the person making the complaint. The name of the person making the complaint will be held in confidence, but the Association can only act on a complaint if the person provides his/her name. Should it become necessary, the Association may need the person to complete an affidavit attesting to the violation as a witness.

10. VIOLATIONS

Any vehicle which violates any of the prohibitions described herein shall be subject to towing at the sole cost and expense of the vehicle owner at the sole discretion of the Board and/or Management Company.

10.1. Towing Company. The Board may enter into a standing agreement with one or more towing company(ies), authorizing them to enter the property in Williams Preserve and tow vehicles at the request of the Association (a Board member or the Management Company), an individual (for their space only – see §8.3), or because the car is parked in violation of Polk County or Florida law (e.g., parked in a fire lane, blocking a fire hydrant, unlicensed or expired registration).

10.2. Towing initiated by the Association. The Board authorizes the Management Company for the Association, as its agent, to provide notice of the parking violation to the owner of the vehicle(s), or the identified resident associated with that vehicle through their visitor or other relationship. If the violation is not resolved, the agent is further authorized to have the vehicle(s) towed on behalf of the Association. In addition, any Board member may also have the vehicle(s) towed on behalf of the Association. Chronic abusers of parking will be flagged for automatic towing without further notice to the owner or resident.

10.3. Immediate Towing. The following circumstances will result in immediate towing without any prior notice:

10.3.1. Vehicles which pose an immediate or imminent health or safety hazard to the community (as determined by the Managing Agent or the Board).

10.3.2. Vehicles that are parked so as to block the fire lanes, access to the fire hydrants or other parking spaces.

10.3.3. Vehicles parked on the grass, curbside (i.e., not in a space), are double parked or vehicles that extend significantly beyond the parking space.

10.3.4. Vehicles parked in any designated 'NO PARKING' area.

10.3.5. Vehicles without a valid license tag, or that have not otherwise been registered with the Association.

10.3.6. Unauthorized vehicles parked in a space designated for use by a specific Townhome.

10.4 Revocation of Designated Parking Spaces. As an additional remedy that may be enforced against frequent violators of this Townhome Parking Policy, the Management Company may elect to revoke or suspend the use of the parking space that is designated for use by a particular Townhome.

11. EFFECTIVE DATE

With the exception of circumstances identified in section 10.3, all provisions of this Resolution will be fully enforced beginning July 1, 2020. Circumstances warranting immediate towing, as outlined in section 10.3, are excluded from the grace period.