



CROSSGATES SOUTH HOMEOWNERS ASSOCIATION  
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CROSSGATES **SOUTH** HOMEOWNER'S ASSOCIATION  
VEHICLE RULES  
Adopted March 10, 2010  
Effective June 3, 2010

1. PURPOSE

The Crossgates South Association Board of Directors has adopted the Vehicle Rules set forth below, for these primary reasons:

- A. To enhance the aesthetic environment.
- B. To enhance the economic value of the community.
- C. To limit undesirable use of overflow parking areas.
- D. To promote the overall general welfare of the community.

2. RULES

- A. Overflow and other Common Area Parking - The following vehicles shall not be parked, stored, or allowed to remain parked or stored within any overflow, visitor, common area or other parking:
  - 1. Recreational vehicles, including but not limited to trail motorcycles, mini-bikes, motor cycles, snowmobiles, campers, boats, etc.;
  - 2. Commercial vehicles (except those in the process of making deliveries or providing services);
  - 3. Trailers (except those in the process of making deliveries or providing services);
  - 4. Vehicles that fail to display evidence of a current inspection, registration or other applicable state requirement;
  - 5. Vehicles without any license or registration plates;
  - 6. Vehicles without one or more tires or with one or more flat tires;
  - 7. Vehicles in any state of disassembly;

8. Vehicles that are inoperable;
9. Vehicles with missing or broken windows;
10. Vehicles that cannot be legally operated on the roads of the Commonwealth of Pennsylvania in its then current state.

B. Lot - The following vehicles shall not be parked, stored, or allowed to remain parked or stored upon any Lot, except completely within an enclosed garage:

1. Recreational vehicles, including but not limited to trail motorcycles, mini-bikes, motor cycles, snowmobiles, campers, boats, etc.;
2. Commercial vehicles (except those in the process of making deliveries or providing services);
3. Trailers (except those in the process of making deliveries or providing services);
4. Vehicles without one or more tires or with one or more flat tires;
5. Vehicles in any state of disassembly;
6. Vehicles with missing or broken windows;
7. Vehicles that cannot be legally operated on the roads of the Commonwealth of Pennsylvania in its then current state.

C. Non-Designated Parking Areas – Vehicles parked on Common Area outside of designated parking areas shall be subject to fines and/or immediate removal by the Association.

### 3. ENFORCEMENT

A. Violation - Failure to comply with any of these rules shall constitute a violation, and be subject to the fines set forth below and the removal of the improperly parked vehicle. Moving the same vehicle to another overflow, visitor or other common parking area within the Association shall be deemed a continuation of the original violation and no additional notice shall be necessary.

B. Notice. –

1. Violations occurring on overflow, visitor and/or other common parking areas. Prior to imposing any fine and/or removing any vehicle that violates Rule 2.A., the Association or its representative shall post a notice on the vehicle to inform the owner/operator that the vehicle is in violation of Rule 2.A. and must be removed all overflow, visitor and/or other common parking areas within the Association or brought into compliance with Rule 2.A., or that the failure to do so within ten (10) days will result in the imposition of fines and removal of the vehicle. The notice shall also inform the owner/operator of his/her right to request a meeting in writing with the Association Board to challenge the Notice in accordance with Section A.4. of the Warning and Fine Policy or the fine to be assessed. The notice provided in this subparagraph shall be provided in lieu of the notice required by the Warning and Fine Policy.

2. Violations occurring upon a Lot. Prior to imposing any fine and/or removing a vehicle improperly parked upon a Lot, the Association or its representative shall provide the Lot Owner notice in accordance with the Warning and Fine Policy of the Association.

3. Violations for Parking on Common Area outside of Designated Parking Areas. No notice shall be required to fine the owner of a vehicle or remove vehicles parked in violation of Rule 2.C.

C. Fines - The fines set forth in this Subsection shall be in addition to all other remedies provided to the Association under this Rule, including but not limited to removal of the offending vehicle as provided Subsection 3.D.

1. Violations occurring on overflow, visitor and/or other common parking areas.

a. If (1) the improperly parked vehicle is not removed from all overflow, visitor and/or other common parking areas or brought into compliance with Rule 2.A. within ten (10) days of the date of posting the notice upon the vehicle, and (2) the violation is established pursuant Section A.4 of the Warning and Fine Policy, a fine will be assessed. A fine will also be automatically assessed regardless of whether the violation of Rule 2.A. is corrected within the applicable notice period, if the same vehicle is parked in violation of Rule 2.A. within twelve (12) months of any Notice of Violation Letter or imposition of a fine.

b. Each ten (10) day period beyond the expiration of the notice period or the conclusion of the meeting with the Association Board that the violation

continues shall constitute an additional offense and subject to fines, without further notice.

c. Fines shall be imposed upon the following schedule:

(1) The first fine imposed or first fine imposed after the expiration of 12 months from the imposition of the last fine by the Association Board for a violation of Rule 2.A. shall be \$50.

(2) The fine imposed by the Association Board for any violation of Rule 2.A. within 12 months of the imposition of the first fine shall be \$100.

(3) The fine imposed by the Association Board for any violation of Rule 2.A. within 12 months of the imposition of the second or subsequent fines shall be \$150.

2. **Violations occurring upon a Lot.**

a. If (1) an Owner fails to correct a violation of Rule 2.B. within ten (10) days of the date of delivery of the Notice of Violation Letter, and (2) the violation is established in accordance with Section A.4. of the Warning and Fine Policy, a fine will be assessed. A fine will also be automatically assessed regardless of whether the violation of Rule 2.B. is corrected within the applicable notice period, if the Owner violates or permits another violation of Rule 2.B. within twelve (12) months of any Notice of Violation Letter or imposition of a fine.

b. Each ten (10) day period beyond the expiration of the notice period or the conclusion of the meeting with the Association Board, that the violation continues shall constitute an additional offense and subject to fines, without further notice.

c. Fines shall be imposed upon the following schedule:

(1) The first fine imposed or first fine imposed after the expiration of 12 months from the imposition of the last fine by the Association Board for a violation of Rule 2.B. shall be \$50.

(2) The fine imposed by the Association Board for any violation of Rule 2.B. within 12 months of the imposition of the first fine shall be \$100.

(3) The fine imposed by the Association Board for any violation of Rule 2.B. within 12 months of the imposition of the second or subsequent fines shall be \$150.

3. **Violations occurring upon Common Areas Not Designated for Parking.**

Fines for the violation of Rule 2.C. shall be imposed upon the following schedule:

a. The first fine imposed or first fine imposed after the expiration of 12 months from the imposition of the last fine by the Association Board for a violation of Rule 2.C. shall be \$100.

b. The fine imposed by the Association Board for any violation of Rule 2.C. within 12 months of the imposition of the first fine shall be \$200.

c. The fine imposed by the Association Board for any violation of Rule 2.C. within 12 months of the imposition of the second or subsequent fines shall be \$300.

4. The Association Board may decrease the fines imposed by this Rule, if the person subject to the fines demonstrates to the Association Board good cause for the decrease of the fine (not mere inadvertence or forgetfulness), and the Association Board determines that a decreased fine will provide a reasonable deterrent against subsequent violations by the same person.

5. The Association Board shall have the right, but not the obligation, to bring a court action at any time to collect any and all amounts owed for violation of this policy, as well as for reasonable attorneys fees for and the cost of the collection.

D. **Removal** –

1. If a violation of Rule 2.A. or 2.B. is not remedied within ten (10) days of the date of the posting of the notice or after conclusion of the meeting with the Association Board, the Association, in addition to its other remedies, may engage the services of a towing company to remove and thereafter store the offending vehicle.

2. The Association may cause the immediate removal of any vehicle in violation of Rule 2.C.

E. **Persons Liable.** The owner/operator of the vehicle and the owner of the Lot upon which the owner/operator of the vehicle is staying or visiting shall be jointly and severally responsible for (1) any fines imposed by the Association, (2) removal and/or storage costs incurred by the Association or imposed by the towing company, (3) all

costs to retrieve the vehicle from the towing company, and (4) all other costs incurred by the Association (including Association legal fees).

- F. Fines and Costs as Liens. The fines and costs due from the Lot Owner will have the same effect as any other assessment, and constitute a lien against the responsible Lot Owner's property in the same fashion as set forth in Section D of the Warning and Fine Policy.
- G. Role of Master Association. The Crossgates Homeowner's Association, Inc. ("Master Association") is hereby authorized to enforce these Parking Rules on behalf of the South Association.