

AUTUMN CHACE HOMEOWNER'S ASSOCIATION, INC.
PARKING RULES, FINES, AND PENALTIES (TOWING)

Note: Homeowners are responsible for the payment of fees assessed due to parking violations committed by any and all occupants of or visitors to their Lots including but not limited to family members, tenants, etc.

PARKING RULES:

1. No Owner or Occupant may keep or bring into the Community more than a reasonable number of vehicles per Lot, as determined in the sole discretion of the Board of Directors (Board). If an Owner or Occupant of a Lot wishes to keep more than 2 vehicles in the Community, said Owner or Occupant must obtain prior written approval from the Board to park any additional vehicles in a designated parking space. Such approval shall be granted solely in the discretion of the Board and as space allows.

The Board has determined three vehicles is the maximum number of vehicles per Lot allowed to be parked overnight in the Community on a long term basis. A long term basis is considered longer than six consecutive nights or more than six consecutive or non-consecutive nights in any 30-day period. To be granted permission for long term parking of a third vehicle on the Common Property of the Community, the homeowner/occupant: (1) Must register all of their vehicles with the current property management company. (2) Must make a request via email to the current property management company to bring a third vehicle onto the Common Property for a long term period. The request may be denied if the maximum number of all vehicles community wise approved for long term parking has been reached and/or the vehicle is the size/type that is prohibited by our governing documents; (3) Must, once the application is approved, have an Autumn Chace parking decal issued by the property management company displayed on the vehicle's rear back window; and (4) Must park in an approved parking area designated by the Board at the time the parking request is approved and a parking decal is issued.

Parking in any of the eight parking spaces at The Chace pool side parking area during the pool's open season is reserved for homeowners and guests using the pool. Overnight parking in the eight spaces in front of The Chace pool side is prohibited during the pool's open season. The pool's open season for 2023 is from May 1, 2023 through September 24, 2023.

2. No Owner or Occupant shall park his or her motor vehicle on any part of the Community, other than within the garage or carport serving the Lot, unless the

maximum number of motor vehicles which can be parked in the garage or carport according to its design capacity are already parked in the garage or carport.

All residents must park their first two vehicles in their carport or garage. Residents may not park their vehicle on the Common Property if they use part of their garage for storage. The Board may allow temporary exceptions to this rule in cases such as where home renovations or repairs impair the ability to park in a carport or garage. Homeowners must have written approval from the Board to park one of their first two vehicles on the Common Property.

3. **Owners** may temporarily park approved vehicles in the driveway serving their respective lots, but no vehicles may be parked in driveways overnight except with the written approval of the Board. **Guests of Owners or Occupants** may temporarily park approved vehicles in the driveway serving the Owner or Occupant's Lot for a period not to exceed 72 consecutive hours, except with the written approval of the Board or property manager.

4. Vehicles may only be parked in garages, carports, designated parking spaces, or other areas authorized in writing by the Board. Vehicles may not be parked on any grass or landscaped areas on Lots. Parking at the ends of driveways serving a row of homes and parking on the sides of rows is prohibited.

5. Disabled and stored vehicles are prohibited from being parked in the Community, except in garages. A vehicle is considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains in the Community, other than in a carport or garage, for 14 consecutive days or longer without prior written consent of the Board. A vehicle shall furthermore be considered "stored" if an Owner or Occupant establishes a monthly pattern of parking the vehicle in the Community in any location other than a carport or garage, regardless of whether such vehicle is moved after 14 consecutive days or sooner. Vehicles may be stored in a carport if such vehicle has a current registration, is clean and is operable and in good repair.

6. Boats, jet-skis, trailers, buses, taxis, hearses, limousines, recreational vehicles, motor homes, campers, panel trucks, trucks with a cargo-load capacity of one tone or more, full-size vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), vehicles over 20 feet in length or containing more than four wheels, vehicles containing visible evidence of commercial use (such as tool boxes, tool racks, ladders, ladder racks or tow winches), and vehicles with commercial writings on their exteriors (except for law enforcement vehicles marked as such) are also

prohibited from being parked in the Community, except (1) in garages or as otherwise approved by the Board; or (2), in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Lot.

7. The Board may establish additional rules regarding vehicles and parking in the Community, which may include restrictions on the number of vehicles which may be parked in the Community.

Autumn Chace has ninety-seven designated parking spaces throughout the Common Property of the Community. Eight parking spaces are at The Chace pool side parking area. The eight parking spaces in front of the pool area are reserved for homeowners and guests utilizing the pool during the pool season and are not available for overnight parking during the pool season. The Chace has an additional fifteen Common Property parking spaces excluding the eight pool side parking spaces. The South Chace has a total of thirty-two Common Property parking spaces. The North Chace has a total of forty-two Common Property parking spaces, thirty spaces are in the area of the 400 series homes and twelve are in the area of the 500 series homes.

FINES FOR COVENANT/PARKING RULE VIOLATIONS:

1. The Board/Property Management Company will issue a warning either by telephone call or email to the homeowner for the first parking/vehicle covenant violation/parking infraction.

2. If the Homeowner/Occupant/Guest fails to comply with HOA covenants/parking rules within 24 hours of receiving a warning notice, the Board/Property Management Company will begin assessing fines against the homeowner with the initial fine being assessed at \$100.

3. If after seventy-two hours of the initial complaint, the covenant noncompliance/parking infraction continues, fines will continue at \$25 a day against the homeowner until the covenant noncompliance/parking infraction is remedied.

4. If the same covenant violation/parking infraction is committed by someone from the same Unit/Lot more than three times in a one-year period, the HOA/Property Management Company will provide no more warnings and will begin fining at \$100, and if not resolved within 24 hours, continue fining at \$25 a day.

TOWING:

1. If any vehicle is parked in the Community, including a carport, in violation of this Paragraph or the Association's rules, the Board or agent of the Association may tow the vehicle after 24 hours written notice. Such notice shall: (1) be placed on the vehicle; (2) specify the nature of the violation; (3) warn of possible towing; and (4) state the name and telephone number of a person to contact regarding the violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed at the vehicle's owner's expense, in accordance with the original notice and without further notice.
2. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, or if it is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately at the Owner's expense.
3. The Association has no liability for towing in accordance with this subparagraph. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents and representatives, for any claim or damage from any such towing. The Association's right to tow is in addition to, and not in limitation of, all other rights of the Association, including the right to assess fines.