

**RESOLUTION OF THE BOARD OF DIRECTORS
GLENCREST TOWNHOME ASSOCIATION, INC.**

WHEREAS, Article III, Section 3.18(f) of the By-Laws of Glencrest Townhome Association, Inc. provides that the duties of the Board of Directors of the Association include, without limitation, making and amending Restrictions and Rules in accordance with the Declaration of Covenants, Conditions, and Restrictions for Glencrest Townhomes ("Declaration"); and

WHEREAS, all parking areas within Glencrest Townhomes, including the driveways serving the Units, are a part of the Common Area which is owned and controlled by the Association; and

WHEREAS, Article V, Section 5.2 of the Declaration provides that the Board of Directors may adopt rules and regulations applicable to the Common Area, including, but not limited to, parking regulations; and

WHEREAS, O.C.G.A. § 44-1-13 authorizes the Association or the Association's agent to tow from the Common Area any vehicles which are parked in violation of its duly adopted parking regulations; and

WHEREAS, the Board of Directors believes it to be in the best interest of the Association to adopt regulations governing the parking of vehicles at Glencrest Townhomes.

NOW, THEREFORE, the Board of Directors hereby adopts the parking regulations attached hereto as Exhibit "A" and made a part hereof by this reference.

IN WITNESS WHEREOF, the undersigned duly authorized officers of the Board of Directors of Glencrest Townhome Association, Inc. hereby certify that this Resolution and the attached exhibit have been duly adopted by the Board of Directors and entered into the minutes of the Board of Directors this 15 day of January, 2017. This Resolution and the attached exhibit shall have an effective date of the 15 day of JANUARY, 2017

GLENCREST TOWNHOME ASSOCIATION, INC.

By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

GLENCREST TOWNHOME ASSOCIATION, INC.

VEHICLES AND PARKING RULES AND REGULATIONS

The Board of Directors has adopted the following vehicles and parking rules and regulations which shall supplement the Declaration and which shall apply to all Owners, occupants, guests and invitees.

I. PURPOSE

These rules and regulations have been adopted by the Board of Directors to promote the safety and aesthetics of the Glencrest Townhomes community. These rules and regulations are meant to clarify and further define the existing vehicle and parking related rules outlined in Exhibit "C" which is attached to and made a part of the Declaration of

II. DEFINITIONS

1. **Abandoned Vehicle:** Any vehicle that (a) has remained on the premises for more than 30 days and is not displaying currently valid license plates; or (b) any vehicle that meets the definition of "abandoned vehicle" under the Code of Georgia § 40-11-1; or (c) any vehicle that is inoperable. By way of example rather than limitation, "inoperable" vehicles shall include vehicles with flat tires or broken windows.
2. **Authorized Vehicle:** Any vehicle properly displaying a GTA (Glencrest Townhome Association) parking tag (window cling tag) with a state license plate or dealer plate or dealer temporary tag which is permitted to occupy parking spaces at GTA.
3. **Boat:** Any vessel designed for navigation on water, no matter what the size.
4. **Bus:** Any passenger vehicle designed to carry ten (10) or more passengers with omnibus, commercial or bus license.
5. **Camper:** Any vehicle drawn by a car, truck, or other vehicle used as a temporary or permanent dwelling.

6. **Camper Truck:** Any self-propelled camper, or a covered, truck-like vehicle with cab and aft section uncovered by a continuous roof.
7. **Commercial Vehicle:** Any self-propelled vehicle (a) used for commercial purposes; or (b) contains the visible evidence of commercial use (i.e. ladders, tools or trade racks, or toolboxes, except toolboxes that pickup trucks may have installed in the truck bed); or (c) displays commercial writing on the vehicle's exterior; or (d) any vehicle that meets the definition of "commercial vehicle" under the Code of Georgia § 40-1-1.
8. **Common Area:** All real and personal property, including easements, which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners, including any landscaping, walkways, parking areas, and other structures on and-improvements to such real property.
The term shall include the Limited Common Area, as defined below.
9. **Cross Parking:** The time when permit holders are allowed to park in permit areas other than the one(s) they are normally assigned.
10. **Handicapped:** The holder of a valid handicapped or disabled person's state registration.
11. **Junk Vehicle:** Any vehicle, automobile, truck, van, or trailer of any kind or type that is abandoned, wrecked, dismantled, partially dismantled, inoperative, or has no current tag. The Gwinnett County Property Maintenance Ordinance (PMO-2011) does not permit junk vehicles or vehicle parts to be kept on private property or on public streets in the unincorporated areas of the County. A junk vehicle may be kept in an enclosed garage.
12. **Limited Common Area:** Certain portions of the Common Area may be designated as "Limited Common Area" and reserved for the exclusive use of Owners and occupants of the Units to which they are assigned. Certain other portions of the Common Area may not be formally assigned as Limited Common Area, but may be revocably designated and licensed by the Board for exclusive use by a particular Unit.

Certain Units which do not have a garage may be assigned parking spaces as Limited Common Areas, if so identified on the recorded community plats by designating the respective parking space(s) by the Unit number followed by the letter A or B. Such designated parking spaces identified on the recorded community plats shall constitute Limited Common Areas assigned to the respective Units, reserved for the exclusive use of the Owners and occupants of such respective Units.

For each Unit which does not have a garage and does not have Limited Common Area parking spaces assigned and expressly identified on the recorded community plats, the respective Unit is revocably permitted and licensed (subject to compliance with the Declaration and all Association regulations) to use two parking spaces at the community which are not otherwise assigned as Limited Common Area to another Unit or reserved for exclusive use by another Unit. One of these two permitted parking spaces will be expressly identified and assigned by the Board of Directors for exclusive use by such Unit, and the second (non-exclusive) licensed parking space shall be available on a first come, first served basis among available spaces at the community.

In addition to the above, the driveway serving each Unit that contains a garage, and the mailbox located adjacent to such driveway, shall be Limited Common Area of the Unit served by such driveway. Any porch, stoop, or patio serving a Unit shall be Limited Common Area of the Unit that it serves.

13. **Moped:** A small motorcycle-like vehicle, which also contains pedals.
14. **Motorcycle:** A vehicle with two wheels in tandem propelled by an internal combustion engine and sometimes having a sidecar with a third wheel.
15. **Motor Home:** Any self-propelled vehicle designed and constructed primarily to provide temporary living quarters for recreational, camping or travel use, or permanent living quarters.

16. **Occupant:** The owner(s) of any townhouse unit; such owner's tenant or renter, and any children who are occupying a townhouse unit.
17. **Oversized Vehicle:** Any vehicle with tires which extend six (6) inches beyond the body, or a vehicle which extends the width of one (1) parking space to the painted line, 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. Vehicles whose tires are more than twelve (12") inches between the top of the tire and the bottom of the wheel well of the vehicle.
18. **Parking:** The temporary stopping and placement of a vehicle in one fixed location.
"Temporary" contemplates a frequency of use of the vehicle that is generally operated by the owner. "Temporary" does not contemplate storage, which is the long-term placement of a vehicle in one location.
19. **Parking Space:** The physical area within the space marked upon the pavement as a single parking space for a vehicle.
20. **Recreational Vehicle:** Any vehicle intended primarily for recreational purposes. This includes off-the-road vehicles, racing vehicles, campers, boats, motor homes, house trailers, etc.
21. **Storage:** The long-term placement of an **unauthorized** vehicle in one location (or moved about from one location to another to avoid the maintenance of the term "storage"), and is not "parking" as defined above. Whether a vehicle is stored within the meaning of the definition shall depend on the facts and circumstances of each case. A vehicle shall be deemed to be stored within the meaning of the definition where such vehicle has remained in one location (or moved about from one location to another to avoid the meaning of the term "storage") for a period of more than ten 10 days.
22. **Trailer:** Any vehicle that is not self-propelled and is designed to be pulled or towed by a motor vehicle.

23. **Unauthorized Vehicle:** Any vehicle that is not authorized by these Rules and Regulations, or the Declarants.
- ~~24. **Van:** An enclosed box-like motor vehicle with cab and aft section, also having rear or side doors and side panels often used for transporting goods, may also be used for transporting people.~~
25. **Vehicle:** Any self-propelled device on a highway used for the transportation of persons or property upon a highway, and which is licensed by any state.
26. **Government Vehicle:** Police or government agency cars or cars with federal, state, county or local government license plates.

III. **RULES AND REGULATIONS**

A. **Parking Space**

Parking spaces shall be one of the following types:

1. Assigned
 - i. Numbered space (Glencrest Park)
 - ii. Driveway and Garage (Glencrest Place)
2. Permit Only
3. Handicapped
4. Guest
5. Clubhouse Parking

B. **Registration and Parking Tags** (window cling tags)

Upon presentation of a valid proof of homeownership (i.e. mortgage bill, or driver's license, or military ID with a GTA address on it) all unit owners or authorized occupants must sign for the parking permits with the Management Company in order to receive a valid parking tag or window cling tag. The Management Company will provide the Glencrest Park unit owners or authorized occupants with two window cling tags for parking and two or three cling tags

(depending on driveway size) for Glencrest Place unit owners or authorized occupants. Every time a homeowner leases to a new lessee they must notify The Management Company to obtain the lessee's window cling tags. The tags will be red for Glencrest Park or green for Glencrest Place. Such tags shall be **displayed on the rear window** of each vehicle at all times when parked on the Common Area or Limited Common Area of GTA.

C. Lost/Stolen Parking Tags (window cling tags)

Lost and stolen parking tags/window cling tags will be invalidated. Parking tags/window cling tags will be replaced upon written request and proof of homeownership (reference Registration and Parking) from the owner/occupant. The standard replacement fee in the amount of \$25.00 per tag will be charged to cover the cost of issuing each new parking tag/window cling tag and should be paid at the time issued. Payment(s) shall be made in online, money order or cashier's check.

D. Guest Parking

Permit Holders are prohibited from parking in guest spaces.

Long term guests must apply for, receive and prominently display a pass in their vehicles if staying longer than 48 hours

Applications for guest passes must be made to the Association's Management Company

Guest vehicles are subject to Towing if parked for more than 48 hours without a guest pass

E. Handicapped Parking

The handicapped parking space at the clubhouse is specifically for clubhouse use only. Only vehicles displaying a valid handicapped registration plate or permit are allowed to park in the clubhouse handicapped parking space.

F. Authorized Parking

1. The following types of motor vehicles are the only approved vehicles allowed to park on the GTA Common Areas: conventional passenger automobiles, small vans, motorcycles, mopeds, and trucks, and government vehicles.

2. Without limiting the generality thereof, all motor vehicles shall display current license plates and be maintained in proper operating condition so as to not be a hazard or a nuisance by noise, exhaust emissions, or appearance.
3. No vehicle belonging to any occupant, or to any guest of any occupant, shall be parked in a manner, which unreasonably interferes with or impedes ready vehicular access to any parking spaces or the passage of traffic throughout the community.
4. No vehicle may be driven or parked on any unpaved areas of the GTA community.
5. All Rules and Regulations will be applicable to the occupants of the townhouse Unit whether the occupants are the owners, renters, guests or invitees of the occupants. As applicable, owners are required to notify renters, guests and visitors of the Parking Rules and Regulations, as well as locations of available parking spaces.
6. Unit owners who lease, license, or rent their units to others (in compliance with these Parking Rules and Regulations as elsewhere provided) may assign the use of the parking tags (window cling tags) provided for in Section III.B., to his or her lessees, or renters, but only if the provisions in the remainder of this Section are met. The unit owner must include in and attach to all leases (executed thirty (30) days after the effective date of these Rules), a copy of these Rules and Regulations. The unit owner shall be ultimately responsible for the actions of said tenants and guests. Any assignment made under this Section to such tenants will only be effective during the terms of the lease or license and must be renewed upon renewal or execution of a new lease or license. Under the terms of the By-laws, a violation of these parking rules shall be deemed a default under the lease.

G. Unauthorized or Prohibited Parking

- (a) The following vehicles, as defined in Section II, are prohibited from parking in lots in the GTA community: abandoned vehicles, boats, buses, campers, camper trucks, commercial vehicles,

disabled vehicles, flat beds, junk vehicles, house trailers, oversized vehicles and unlicensed vehicles.

(b) No parking is permitted in fire lanes, yellow curbing areas, in restricted areas, on Common Areas, grassy areas, or on sidewalks. Cross parking is not permitted.

(c) Vehicles in violation of paragraphs (a) and/or (b) above will be subject to towing at the owner's expense.

H. Storage of Vehicles

Boats, trailers, buses, junk vehicles, recreational vehicles, house trailers, other unauthorized vehicles, or unlicensed or inoperable vehicles shall be prohibited upon the Limited Common parking areas at all times. Motor vehicles of any nature not bearing a valid current license tag, not having a current registration, not in proper operating condition or in a condition which would fail a vehicle inspection shall not be parked on the streets or Limited Common parking areas at any time. Storage of unauthorized vehicles must have prior written approval of the Board of Directors. Vehicles in violation will be subject to towing, at the owner's expense.

I. Automotive Repair

Except for bona fide emergencies, the repair or extraordinary maintenance of automobiles or other vehicles shall not be performed on the Property, except within garages or other permitted structures. Except for emergency repair or maintenance of automobiles or other vehicles necessary to move the automobile or other vehicle to a repair facility, the repair or maintenance of automobiles or other vehicles shall not be performed on any of the Common Areas or Limited Common Areas, including the parking spaces. No repair or maintenance of an automobile or other vehicle shall be performed within or upon any Unit if said repair or maintenance causes the leaking of oil, gasoline, or other automotive fluid upon the Limited Common Areas or Common Areas. Such vehicle may be removed in accordance herewith. The cost of clean-up of

the leakage may be charged to the occupant as a maintenance assessment by the Board of Directors. The cost of removal of the vehicle will be the responsibility of the owner of the vehicle.

J. Motorcycles

Motorcycles may not be parked on sidewalks, front or side lawns, or between parallel parked vehicles. A motorcycle may park within the same parking space with another vehicle as long as it does not interfere with an adjacent parking space or another vehicle, or does not extend beyond the bounds of one parking space. Motorcycles in violation will be subject to towing.

K. Availability and Access of Parking

Glencrest Townhome Association, Inc. shall not be liable for, guarantee the availability of, or guarantee access to any parking space for any reason, other than assigned spaces.

L. Additional Parking Rules

- (a) Authorized vehicles must park only within the marked bounds of a single parking space. No part of a vehicle may protrude beyond the bounds of a single parking space.
- (b) Authorized vehicles cannot occupy more than one parking space.
- (c) Unauthorized vehicles are not permitted to park in any parking space.
- (d) Unauthorized vehicles may not be stored anywhere on the property, except in a garage, without express prior written consent of the Board of Directors.
- (e) Abandoned vehicles or unauthorized vehicles may not be parked or placed anywhere on the property, except in a garage.
- (f) Tools, ladders, pipe or conduits extending beyond vehicles which interfere with the free flow of traffic or the use of an adjacent parking space are not allowed.
- (g) No parking is authorized in fire lanes. Vehicles parked in fire lanes will be towed by the towing company in accordance with Gwinnett County requirements, or such violations may be enforced as provided herein.
- (h) Vehicles in violation of paragraphs (a) through (g) above will be subject to towing.

M. Enforcement of Parking Regulations

(a) All unit owners, occupants and guests must abide by these Rules and Regulations. Failure to comply will result in enforcement action. Moving the vehicle from one space to another does not constitute removal from the property.

(b) The Board of Directors reserves the right to exercise all rights and remedies set forth in the Association's Governing Documents in order to enforce these Rules and Regulations

(b) These Rules and Regulations may be also be enforced by towing vehicles which are in violation of these Rules and Regulations.

N. Towing

Any vehicle in violation of Parking Rules and Regulations or the Association's governing documents is subject to towing at the vehicle owner's risk.

All tow away curbs and areas will be marked "No Parking Tow-Away Zone" in accordance with the Code of Georgia § 44-1-13 to ascertain notice/signage requirements prior to towing violating vehicles. These requirements include ensuring the following information is posted on a sign or signs that are conspicuously located in the community:

1. Any vehicle not authorized to be at the place where it is found may be removed at the owner's expense;

2. Location where vehicle can be recovered;

3. Cost of recovery; and

3. Information as to form of payment

- a. The Association and its officers, directors and agents shall not be responsible for damages or liabilities in connection with the towing of any vehicle.

- b. The Association, by and through the Board of Directors, shall designate an authorized towing company to be used in the event there is a violation of these Parking Rules and Regulations,

By-laws or the Declaration.

c. Only the Board of Directors or the Managing Agent shall be authorized to make a request to the designated towing company that any vehicle in violation of these Rules and Regulations, By-laws or the Declaration be towed. Owners and Occupants must contact the Board or the Associations managing agent to request towing.

d. All costs of towing, damages due to towing, storage of vehicles after towing, retrieval of vehicles, or other applicable and/or appropriate charges shall be the responsibility of the vehicle owner in question.

e. Any unit owner or occupant who exceeds the authority granted herein and improperly has a vehicle towed shall be liable for all related expenses.