

Coldspring IA Condominium Parking Regulations

1. General

1. All parking areas, whether in garages or on Strawflower, are common elements and are under the direction of the Board of Directors.
2. No parking is allowed in driving lanes, at yellow painted curbs, or areas with signs prohibiting parking. These are fire lanes and must be open at all times.
3. Any vehicle parked on Strawflower and in the garages must be currently registered, tagged, insured, and operable.
4. All parking spaces on Strawflower and in the garages are for the purpose of parking vehicles only. They may not be used for any type of storage, vehicle or otherwise.
5. No parking spaces on Strawflower will be assigned. They are available on a first come first served basis to residents and guests. The city streets are available for overflow parking.
6. All parking spaces in garages are assigned to units. They may be used only by the unit to which they are assigned.
7. The locations of parking spaces will be established by the Board of Directors.
8. The assignment of parking spaces will be reviewed and approved by the Board of Directors annually.
9. A questionnaire will be delivered to each unit annually. The occupants of each unit will be responsible for returning the completed questionnaire to the address shown thereon within four weeks of the date that the questionnaire is delivered. Any unit not returning a questionnaire will not be assigned a space.
10. Requests for changes in assigned parking spaces at times other than the annual census will be accommodated at the discretion of the Board of Directors.

2. Assignment of Garage Parking Spaces

1. Each unit will be assigned a garage parking space for at least one but not more than two vehicles.
2. No unit will be assigned more than one parking space unless the unit has more than one vehicle registered with the Condominium.
3. Parking spaces are allocated based on tenure, then seniority, and then date of request. Owner occupied units receive preference over renter occupied units. Seniority is based on the date of purchase or occupancy, whichever came later, provided that the unit has been continuously occupied by the resident seeking the space.
4. Townhouses and lower maisonettes will be assigned spaces as close to their entry doors as possible. Requests for specific locations will be considered on a first-come, first-served basis after consideration of all other criteria.
5. A double-deep space will count as two spaces and will be assigned to only one unit
6. Residents may mutually agree to other arrangements involving the use of their space, provided that other criteria are not violated. and the Association is notified.
7. A delinquent unit will forfeit any second parking space they may have been assigned and be limited to the parking of a single vehicle. A delinquent unit is defined as any unit that is currently in the hands of the collection attorneys or that has been delinquent for three months in any twelve-month period. Seniority for the assignment of a second space will begin to accrue from the date the delinquency was paid in full.

Unauthorized Vehicles

- 8. Unlicensed vehicles and/or vehicles with expired license plates
- 9. Vehicles with out of state license plates that have been parked in the common area for a period greater than 30 days
- 10. Inoperable and junk vehicles
- 11. Vehicles not registered with the Association that remain in parking spaces on Strawflower for periods in excess of 10 days without moving
- 12. Vehicles under repair or undergoing extraordinary maintenance
- 13. Vehicles fitting the generally accepted definition of a tractor-trailer, house trailer, recreational vehicle (RV), boat and boat trailer, camper, delivery and/or service truck
- 14. Commercial vehicles displaying advertising or signs and vehicles for hire to include taxi cabs and private buses.
- 15. Vehicles in excess of 2 tons in gross weight.
- 16. Exemptions may be granted by the Board on a case by case basis following a written petition and hearing.

3. Towing

- 1. Any vehicle that is unlawfully parked in a fire lane or an assigned parking space is subject to towing without notice by the Association’s authorized towing company at the vehicle owner’s expense.
- 2. Non-emergency towing will be initiated by the management company or other designee of the Board of Directors
- 3. Emergency towing, defined as vehicles parked in fire lanes, in a parking space assigned to a unit, or blocking access to or from a parking space assigned to a unit, may be initiated by a unit owner to whom the parking space is assigned or who observes the vehicle otherwise illegally parked. The vehicle will be towed provided that:
 - 1. The unit owner signs an agreement indemnifying and saving harmless the Association, Board of Directors, its employees and/or agent, from an damages, costs, losses, expenses or judgements incurred by or cause to any person or to any real or personal property by the towing and impoundment of the illegally parked vehicle.
 - 2. The unit owner agrees to furnish his or her name, address, social security number and reserved parking space number identification form to the towing company’s operator
 - 3. The unit owner agrees to pay the towing company’s service charges in the event that the illegally parked vehicle is removed before the towing company arrives
 - 4. The unit owner is present at the time of towing and signs the tow slip.
- 4. A unit owner may assign his or her rights and privileges as set out above provided the unit owner gives the Association written notice, designating the person or persons to whom this procedure is assigned, and agreeing to hold harmless the Association in the same manner as if the unit owner personally took action.

ATTEST:

SECRETARY
DATE _____

PRESIDENT
DATE _____