

EDEN VILLAS PARKING ORDINANCE

WHEREAS, the Eden Villas HOA has an obligation to provide for and ensure a nuisance-free environment, enhance the beauty of the neighborhood, and to prevent the diminution of value of residents' homes as a result of nuisances; and

WHEREAS, the Eden Villas HOA finds that vehicles parked in the front or side yards or in areas surrounding a residence is detrimental to the general welfare, safety, peace of mind, aesthetic and property of others and tends to cause substantial diminution in the value of the property upon which the vehicles are parked as well as the property in the neighborhood in which such premises are located.

NOW, THEREFORE, BE IT ORDAINED by the Eden Villas Board of Directors, the parking rules and regulations include the following:

Definitions

- (a) **Definitions.** For the purpose of this section, the following terms, phrases, words and their derivations shall the meaning given herein.
- (1) Driveway means any area which is constructed for the purpose of parking motor vehicles, and which is improved.
 - (2) Front or side yard means any portion of a lot or parcel of land which extends its full width and lies between the edge of a public street and the front or side of the principal building on the lot or parcel.
 - (3) Improved means surfaced with asphalt, concrete, brick, or other suitable pavers. Gravel or crushed stone may be used if gravel is at least two inches deep throughout the vehicular use areas and the vehicular use res has a visible and definable edge made of landscaping timbers, metal edging, vegetation such as low shrubs or decorative grass or similar technique to distinguish the vehicular use area from the front or side portions of the yard.
 - (4) Motor vehicle or vehicle means every vehicle which is self-propelled and every vehicle which is propelled by electric power. This definition includes, but is not limited to, passenger vehicles, motorcycles, golf carts, motor homes, recreational vehicles, four wheelers, watercraft, non-motorized campers, or any trailer designed to be pulled by a motor vehicle and/or to carry a watercraft, camper, or motor vehicle.
 - (5) Owner shall mean that person or persons on whose property the vehicle is parked or located and/or that person or those persons who are registered owners of said vehicle(s).
 - (6) Park or parking means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.
 - (7) Person shall mean any person, firm, partnership, association, corporation, company or organization of any kind.
 - (8) Principal building or residence means the principal dwelling house or that building which is closest in distance to the public street if there is no principal dwelling house.

- (9) Private property shall mean any real property within the City which is privately owned and which is not public property as defined in this section.
- (10) Surrounding area shall mean any area adjacent to or surrounding a residence. Surrounding area includes, but is not limited to front yards, side yards, and back yards.

(b) Parking in Surrounding Areas Prohibited

No person shall park any motor vehicle except in a driveway as defined herein. The presence of a motor vehicle on private property other than in a lawfully permitted driveway as referred to above is hereby declared to be a public nuisance.

(c) Exceptions.

The provisions of this section shall not apply to the following:

- (1) Emergency and public service vehicles whose operators are performing services for which they are responsible;
- (2) HOA members and employees who are performing services for which they are responsible;
- (3) Moving vans and moving vehicles whose operators have been engaged to perform and are performing moving services including but not limited to loading and unloading of said vehicles.
- (4) Temporary loading and unloading of passengers, freight, or merchandise;
- (5) Parking for isolated, non-recurring gatherings or parties or for visitors. This exception is not intended and shall not be used to provide permanent or semi-permanent parking for extra vehicles.
- (6) When construction, remodeling, maintenance, or repairs are being performed on the property.
- (7) In enclosed building or back yard surrounded by a fence or must not be visible from street or surrounding neighbors.

(d) Owner Presumed Operator

The owner, tenant, occupant, lessee, or otherwise of the private property on which the vehicle is parked is presumed to be the owner and/or operator of said vehicle. It is further presumed that said owner, tenant, lessee, or otherwise parked said vehicle or otherwise caused it to be parked in violation of this article.

(e) Responsibility for Renewal

Upon notice, the owner, tenant, occupant, lessee, or otherwise of the private property on which the vehicle is parked shall be responsible for the motor vehicle's removal. In the event of removal, the owner, tenant, occupant, lessee, or otherwise of the private property on which the vehicle is parked shall be liable for the expenses.

(f) Enforcement and Penalties

- (1) Notice Required.

- (a) Notice of the nuisance shall be given to the owner, tenant, occupant, lessee, or otherwise of the private property on which the vehicle is parked or upon the actual owner of said motor vehicle (if known) before taking any enforcement action as provided.
- (b) Notice to said individual shall be posted on and affixed on or near the front or rear windshield of the motor vehicle found to be parked in violation of this ordinance.
- (c) Any notice provided herein shall provide the owner with ten (10) days to cure or abate the nuisance. The notice shall request the removal of said motor vehicle. The notice shall also advise that, upon the failure to comply with the notice to remove, said motor vehicle may be disposed of pursuant to the requirements of this section.

(2) HOA's Right to Abate

Whenever the owner fails to cure the nuisance, the HOA shall have the right of removal, storage, and/or disposal, with its own forces or hired subcontractors, of such vehicle to a location of its election, with the actual expenses thereof being billed to the owner. The HOA shall have the right to recover the full cost incurred for the removal, storage and disposal including court costs and attorney fees, plus six percent interest, for the duration of the outstanding debt.

Jim Gunter, Board President

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Rick Roberts

William Lord