



Homeowners Association of Eagle Creek, Inc.

10180 Eagle Creek Center Blvd.

Orlando, Florida 32832

Rules, Regulations & Policies Regarding Parking and Towing

WHEREAS, the Association owns the private streets and roads within Eagle Creek, as well as, significant other property;

WHEREAS, Article 1 of that certain Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded in O.R. Book 7254 Page 4027 of the Public Records of Orange County, Florida, as amended (hereinafter referred to as the "Declaration), provides the following, in pertinent part:

DECLARATION

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

...

K. "Common Property" shall mean and refer to all real and personal property from time to time owned or held by the Association, or any rights or interests of the Association in any real or personal property, including, but not limited to, the Common Streets and Roads and the Surface Water Management System and any Conservation Areas and further including the benefit of all easements, rights and other interests established in favor of the Association by this Declaration or any plats of Eagle Creek or any portion thereof. (emphasis added)

WHEREAS, Florida Statute 715.07 Vehicles or vessels parked on private property; towing...

(2) "The owner or lessee of real property, or any person authorized by the owner or lessee, ... may cause any vehicle or vessel parked on such property without her or his permission to be removed by a person regularly engaged in the business of towing vehicles or vessels, without liability for the costs of removal, transportation, or storage or damages caused by such removal, transportation, or storage... (emphasis added)

WHEREAS, the Thirtieth Supplement and Amendment to Declaration of Covenants, Conditions, Easements and Restriction for Eagle Creek:

No Commercial vehicles...may be parked or stored on a **driveway** within Eagle Creek overnight...Recreational vehicles...may only be parked on **driveways** within Eagle Creek for a maximum of four (4) hours in a 24-hour period for loading and unloading purposes only, and in no event shall recreational vehicles be parking in Eagle Creek between the hours of 9:00pm-6:00am... No stripped, unsightly, offensive, wrecked, inoperable, junked or dismantled vehicles shall be permitted upon any portion of a Lot, including the driveway...No vehicle of any kind is permitted to be parked overnight on any portion of the street or sidewalk...Any violation of this provision shall be subject to immediate towing without further notice...Enforcement of the storage and parking restrictions...includes the Association's right to tow vehicles in violation of such restrictions, subject to any towing policy adopted by the Association, as amended from time to time... (emphasis added)

WHEREAS, the private streets and roads within Eagle Creek, as well as the other property which is owned by the Association constitutes Common Property;

WHEREAS, to promote the health, safety, and/or welfare of the Owners, the Association has decided to enact rules, regulations and policies restricting and regulating parking on the Common Property;

WHEREAS, restricting and regulating parking on the Common Property is deemed to be in the best interest of the Association and its membership;

WHEREAS, the Association has the right, power and authority to enact and enforce parking rules and regulations, as well as, implement parking policies and towing; and

WHEREAS, Article 8 of the Declaration contains numerous provisions regulating, restricting and addressing the storage and parking of vehicles in Eagle Creek (See the Thirtieth Supplement and Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Creek recorded in Orange County's Public Records as Document #: 20170427410).

NOW THEREFORE, in consideration of the premises, conditions and provisions set forth above:

A. the Association, through its Board of Directors, hereby enacts the following Rule(s), Regulation(s), and/or Policy(ies) with respect to parking and towing:

- Vehicles of any kind are prohibited from being parked on the private roads of Eagle Creek between the hours of 12:00am-6:00am, unless in a clearly marked and designated parking area;
- Vehicles of any kind are prohibited from being parked on the Common Property recreation center parking lots between the hours of 12:00am-5:00am;

- Vehicles of any kind without License Plates are prohibited from being parked on the Association's Common Property, including its private roads;
- Vehicles of any kind with expired License Plates are prohibited from being parked on the Association's Common Property, including its private roads;
- Inoperable and/or abandoned vehicles of any kind are prohibited from being parked on the Association's Common Property, including its private roads;
- Vehicles of any kind are prohibited from being parked on the Association's Common Property, including its private roads, if the parking thereof would block any portion of the Common Property sidewalks;
- Vehicles of any kind are prohibited from being parked on any non-paved portion of the Association's Common Property;
- Vehicles of any kind are prohibited from being parked illegally on the Association's Common Property, including on its private roads; and
- Vehicles of any kind shall not be parked in such a manner so as to impede or prevent access to someone else's property (e.g., to any entrance or exit of a building, driveway, or parking space).

B. Given the above, the Association will, or will cause a third-party vendor to, inspect and monitor the Common Property and Common Area (hereinafter collectively referred to as "Common Property") for the above parking and vehicle violations. In the event of a violation, the Association intends to provide the violator one (1) warning in the form of a parking ticket placed on the violation vehicle and/r written violation letter sent to the address of the violator (if known). If a second or further violation occurs the Association intends to tow the violating vehicle.

Notwithstanding anything to the contrary, vehicles which are parked in designated No Parking area, block a Fire Lane or are otherwise a safety risk, will be towed immediately without notice. The owner shall be responsible for all costs associated with towing. In addition to the above, and notwithstanding anything to the contrary, repeat violations that occur within nine (9) months of the warning will be towed without further notice.

C. the Association, for the convenience of its members and as a reminder of their obligation(s), hereby reprints below, Article 8 of the Declaration, as amended, which further delineates parking restrictions, limitations and rights:

8. Restrictions on Storage and Parking of Commercial Vehicles, Recreational Vehicles, Trailers, Campers, Boats and Inoperable Vehicles, and Right of Association to Tow:

8.1. Except as otherwise set forth in this Section, no "commercial vehicle", including, but not limited to, panel trucks and vans, rental limousines,

trucks and vans with equipment racks, delivery trucks and vans, and any motor vehicle that exceeds twenty-two (22) feet in length, may be parked or stored on a driveway within Eagle Creek **overnight**. In furtherance of the foregoing and not in limitation, any vehicle with visible markings, logos, wraps, lettering or any other type of signage promoting a business, service, product or other commercial activity (including not-for-profit activities) shall be considered a commercial vehicle. The Association, in its reasonable discretion, shall determine what constitutes a commercial vehicle. License plate holders shall not render a vehicle commercial. Police vehicles shall not be considered commercial vehicles.

8.2. "Recreational vehicles" which includes, but is not limited to, personal watercraft, all-terrain vehicles, four-wheelers, three-wheelers, go-carts, dirt bikes, boats, campers, mobile homes and motor homes, may only be parked **on driveways** within Eagle Creek for a **maximum of four (4) hours** in a 24-hour period, for loading and unloading purposes only, and in no event shall recreational vehicles **be parked in Eagle Creek between the hours of 9:00 p.m. and 6:00 a.m.** No recreational vehicle of any sort shall be used or operated on the streets or sidewalks located within Eagle Creek at any time. No recreational vehicle may block the street or cause traffic congestion or a nuisance, in the Association's reasonable discretion.

8.3. "Trailers", including, but not limited to, boat trailers, house trailers, equipment and materials trailers, or trailers of any other description, whether or not registered and tagged, may only be parked on driveways within Eagle Creek for a maximum of four (4) hours in a 24-hour period, for loading and unloading purposes only, and in no event shall trailers be parked in Eagle Creek between the hours of 9:00 p.m. and 6:00 a.m. No trailer may block the street or cause traffic congestion or a nuisance, in the Association's reasonable discretion.

8.4. Notwithstanding the foregoing, commercial vehicles, recreational vehicles and trailers may be parked wholly within a closed garage of a Lot.

8.5. Golf carts must be parked wholly within a closed garage on a Lot and only street-legal golf carts (in compliance with any golf cart rules or policies adopted by the Association) may be operated on streets within Eagle Creek.

8.6. No stripped, unsightly, offensive, wrecked, inoperable, junked or dismantled vehicles shall be permitted upon any portion of a Lot, including the driveway.

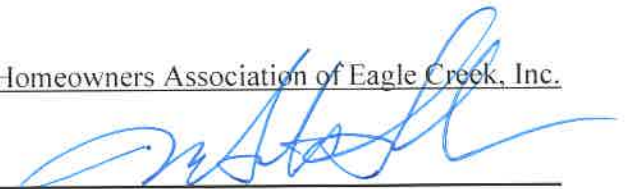
8.7. No vehicle of any kind is permitted to be parked overnight on any portion of the street or sidewalk except in areas designated by the Association or Declarant. No vehicle shall be permitted to park at any time upon any Common Property (except the parking lot of the recreational center and other areas designated specifically for parking), grassy area, easement area, setback area, or any area owned or maintained by the Association or Declarant. Any violation of this provision shall be subject to immediate towing without further notice.

8.8. Enforcement of the storage and parking restrictions in this Section 8 includes the Association's right to tow vehicles in violation of such restrictions, subject to any towing policy adopted by the Association, as amended from time to time, and all costs and fees of towing and impoundment of a vehicle shall be the sole responsibility of the Owner of such vehicle. Each Owner, by acceptance of title to its Lot, agrees to hold the Association and Declarant harmless from, and to indemnify the Association and Declarant for, any costs, fees, claims, losses and damages related to towing of such Owner's vehicle. The Association and its agents shall not be liable to any Owner for trespass, conversion or the like, nor guilty of any criminal act by reason of towing. Lack of notice shall not be grounds for relief of any kind and an affidavit of the person posting notice or authorizing towing of a vehicle shall be conclusive evidence of compliance with these restrictions and any towing policy adopted by the Association.

D. Service Area Rule & Regulation: Parking on those Common Areas highlights in yellow on Exhibit A attached hereto (hereinafter referred to as the "Service Area(s)") is intended to be for short term use only. As such, parking thereon for any extended period of time (e.g. for over 24- hrs) is prohibited. To effectuate the intended purpose of this Rule and Regulation, as well as, facilitate the proper use of the Service Area(s), the Association shall have the right, in its sole unfettered discretion, to enforce this rule when and at such time as it determines that any individual or entity is abusing the privilege of parking on such Service Area(s). As part to the remedy(ies) the Association may choose to implement in the event it determines an abuse of this Rules and Regulation has and/or is transpiring, the Association may preclude and prohibit such individual or entity from parking on Service Area(s). Notwithstanding anything to the contrary, the Association shall have the right, but not the duty, to enforce the terms hereof and as part and parcel thereto, in those instances where the Association believes that the violation individual or entity made a non-recurring and/or unintentional mistake, the Association may choose not to intervene at that time.

Adopted by the Board of Directors of The Homeowners Association of Eagle Creek on this 22nd day of February, 2021.

Homeowners Association of Eagle Creek, Inc.



(President)

M. Scott Stearns

(Print)

Exhibit A



