

2014
Parking Policy

WINGATE VILLAGE
Townhomes

Table of Contents

PURPOSE AND APPLICATION 3

DEFINITIONS 3

 VEHICLE DEFINITIONS..... 3

 OTHER DEFINITIONS 3

PARKING RULES 4

 PARKING AGREEMENT..... 4

 GENERAL PARKING 4

 RECREATIONAL VEHICLES 5

 MOTORCYCLE RULES..... 5

 COMMERCIAL VEHICLES 5

PARKING PASSES & RESERVED SPACES 6

 RESIDENT PERMIT 6

 PERMIT REPLACEMENT..... 6

 RESERVED SPACES..... 6

 VISITING VEHICLES..... 6

 COVERED RENTAL SPACES..... 7

INFRACTIONS 7

 GENERAL INFRACTIONS..... 7

 RESIDENT VIOLATIONS..... 7

 FIRST INFRACTION 7

 SECOND INFRACTION 7

 THIRD INFRACTION 7

 FORTH INFRACTION 7

 NON-RESIDENT VIOLATIONS 7

 FIRST INFRACTION 8

 ENGAGEMENT OF TOW SERVICES..... 8



PURPOSE AND APPLICATION

These guidelines have been developed by the Wingate Village HOA and they apply to owners, residents, tenants, guests, and invitees within the community. All vehicles located, whether standing or parked, within the Wingate Village community are subject to governing laws of the State of Utah, Salt Lake County, Salt Lake City, and to the rules set forth by The Wingate Village Townhomes Association. Owners and residences are also responsible for the actions of their tenants, guests and invitees. Any vehicle in violation of the aforementioned state, county, city, and governing rules set forth by the homeowners association shall be subject to ticketing, monetary fines, and towing.

If you have any concerns, questions, or suggestions, please contact the HOA.

DEFINITIONS

The following definitions have been defined to simplify comprehension and assist in providing clarity.

VEHICLE DEFINITIONS

1. Commercial Vehicle:
 - a. any vehicle deemed commercial by Salt Lake County or County Code which defines commercial vehicles:
 - i. with a rated carrying capacity of 1,500 pounds (3/4 ton) or more
 - ii. which displays advertising lettered thereon
 - iii. which is licensed as a "for hire" vehicle
 - b. any vehicle that has visible commercial equipment attached to the exterior of the vehicle (i.e. ladders, pipes)
 - c. any private or public school or church buses
2. Recreational Vehicles
 - a. any boat, jet ski, or other water vehicle
 - b. any trailer or fifth-wheel trailer
 - c. any vehicle that exceeds seven feet in height, nine feet in width, or eighteen feet in length
 - d. any mobile home, motor home or self-contained camper
 - e. any pop-up camp/tent trailer or other similar recreation-oriented, portable, or transportable facility or conveyance
 - f. dune buggies
 - g. any vehicle which would not normally be used for daily transportation or which is not licensed for use on the Utah highways
3. Motorcycle
 - a. a powered two-wheel motor vehicle
4. Junk Vehicle
 - a. a vehicle that is disabled, inoperable, or unable to be driven on private or public roads
5. Abandoned Vehicle
 - a. a vehicle that is not parked on private property is presumed abandoned if it has been in a specific location for four (4) days without being moved and if it lacks either:
 - i. a current license plate
 - ii. a valid state inspection certificate or decal
6. Parked Vehicle
 - a. a vehicle that is brought to a stop with the engine off
7. Standing Vehicle
 - a. a vehicle that is brought to a stop with the engine still on

OTHER DEFINITIONS

1. Common Property



- a. all real property and improvements thereon owned or leased by the Association and available for the use and enjoyment of the Members
2. Limited Common Property
 - a. all areas assigned to each unit, include a patio/garden, attic storage, a crawl space, an entrance area, and covered parking areas
3. Fire Lanes
 - a. all areas designated as fire lanes by the Salt Lake County Fire Marshal, marked by signs and/or Red curb striping
4. Owner
 - a. the record holder of the title to any unit within Wingate Village, whether one or more persons
5. Resident
 - a. anyone who resides in Wingate Village, whether owner, renter, etc., of the residence
6. Good Standing
 - a. a Wingate Village townhome owner or resident who is not in violation of the Declaration, By-Laws, or Rules and Regulations of the Association
 - b. a Wingate Village owner who is current with their association dues

PARKING RULES

PARKING AGREEMENT

All vehicles located, whether standing or parked, within the Wingate Village community are subject to governing laws of the State of Utah, Salt Lake County, Salt Lake City, and to the rules set forth by The Wingate Village Townhomes Association. All owners, tenants, and operators of motor vehicles parked or operated within Wingate Village Townhomes community shall assume the risk of; and the HOA, HOA Officers, and Managing Agent shall not be responsible or liable for; any loss or damage occasioned by fire, theft, or other casualty to motor vehicles or any contents therein. Each owner and operator of a motor vehicle parked or operated within Wingate Village Townhomes community shall indemnify and save harmless the HOA, HOA Officers, or Managing Agent against all claims, demands, costs, and expenses whatsoever arising out of or in connection with parking or operation of such motor vehicle within Wingate Village Townhome community.

GENERAL PARKING

1. Vehicles shall park only in paved locations that are intended for parking. Vehicles must be in accordance with the specific regulations governing such parking locations
2. It is prohibited to park any motor vehicle on a sidewalk or on any non-paved common area
3. Any vehicle parked in a fire lane (red curb) is subject to ticketing and towing in accordance to Salt Lake City, County, and State laws
4. All owners are responsible for notifying any present resident, guest or invitee on their property of the parking restrictions in the community. Owners of units whose residents, guests or invitees violate these guidelines shall be held liable for any damages to the community caused directly or indirectly by the violation
5. Parking which blocks sidewalks and/or driveways is strictly prohibited
6. It is strictly prohibited to double park
7. Parking spaces are not to be used for storage
8. No motorized vehicles shall be driven on non-paved common area, except such vehicles as are authorized by the Association, City, County, or State as needed to maintain, repair or improve the common area
9. It is prohibited to abandon a vehicle on common property or on a private or public road
10. It is prohibited to park vehicles with expired license plates, and/or state inspection decals on common property (including private roads)



11. Only minor mechanical repairs will be allowed to resident vehicles so long as: (i) there is no damage to the environment, (ii) there is no damage to the common property, (iii) there is no damage to resident or non-resident property, and (iv) repairs must be completed and tools cleaned up by the end of the day
12. The Managing Agent retains the right to administer or enforce any provision of these guidelines
13. Should extenuating circumstances arise, the HOA may grant a temporary exception to a homeowner. Exceptions are granted on a case-by-case basis and by review of the entire HOA board. They are granted for a limited amount of time. **It is the homeowner's responsibility to immediately notify the HOA when extenuating circumstances arise**
14. It is the responsibility of all owners to comply with these guidelines and to instruct their residents, tenants, guests, and invitees to do so also

RECREATIONAL VEHICLES

1. A total of (5) five recreational vehicles may be stored in the West parking lot for a monthly fee of \$20.00.
2. Recreational vehicles must have current registration and be registered to an owner or tenant
3. Each recreational vehicle must only take up (1) one parking space and may not be used as living quarters
4. Recreational vehicles will be registered with the HOA on a first come first serve basis

MOTORCYCLE RULES

1. You are not required to display your Wingate parking permit on a motorcycle. However, it must be kept with the registration of the motorcycle, in case it is needed. The motorcycle's license plate information will be linked to your Wingate parking permit for tracking purposes
2. If you receive new license plate information, please contact the HOA or parking committee immediately or you may be ticketed.
3. Motorcycles may be parked in front of another vehicle within your reserved parking stall. This is contingent upon both vehicles fitting reasonably within the confines of the parking space
4. When a Motorcycle kickstand is placed on asphalt, a kick-stand puck must be used to prevent damage to the asphalt. If you do not use a puck, you will be liable for any damages caused
5. Motorcycles are prohibited from motorized use or parking on community sidewalks, front or side lawns, or parking between parallel parked cars

Important safety note: Utah requires that you obtain a motorcycle (M) endorsement to operate a motorcycle.

COMMERCIAL VEHICLES

1. No commercial vehicle shall remain parked within the bounds of the community overnight without a temporary or resident parking permit
2. A commercial vehicle owned or operated by a homeowner should be registered with Wingate HOA and a parking permit displayed in the vehicle at all times. If your company does not allow you to attach the Wingate residential parking permit, please hang your visitor permit from the rear view mirror. After doing so, please contact the HOA immediately so that we may record this information
3. During normal daytime business hours, a commercial vehicle, which has been contracted to provide services, may be parked within the community in any uncovered parking space
4. Residents who own commercial vehicles must meet the following criteria in order to park their commercial vehicle within the community:
 - a. the commercial vehicle must not exceed 18 feet bumper to bumper
 - b. the commercial vehicle does not have dual axels
 - c. the commercial vehicle adequately fits into a single parking stall without any obstructions or protrusions



- d. the commercial vehicle does not have appendage, ladder, tools, or obstruction that extend beyond the vehicle frame
- e. the signage cover must not be unreasonably large or unreasonably configured

PARKING PASSES & RESERVED SPACES

RESIDENT PERMIT

1. Each unit is allocated (2) two parking permits per each unit
2. Permits can be used for motor vehicles or motorcycles
3. Additional parking permits can be purchased per calendar year:
 - a. \$50 for a motor vehicle
 - b. \$25 for motorcycles

PERMIT REPLACEMENT

In the event that a parking pass needs to be replaced, please contact one of your HOA with your Unit Number, License plate, Make Model and Color of the vehicle.

1. Each parking pass sticker replacement will cost \$5

RESERVED SPACES

1. Each unit is allocated (1) covered parking space
2. Reserved spaces are considered "Limited Common Property"
3. Reserved spaces are subject to HOA oversight
4. Any vehicles parked under a covered spot must display a permanent or visitor parking pass
5. Failure to display either permit will result in a warning and subsequent action dictated by these actions set for in this document

VISITING VEHICLES

Each owner is allotted (1) one **yellow** visitor's parking permit per unit.

1. Any vehicle without a resident permit is considered a visiting vehicle
2. A visiting vehicle may park within the Wingate Village parking premises for:
 - a. up to three (3) days, a visitors permit is not required
 - b. three (3) days and up to thirty (30) consecutive days, a visitor permit is required
 - c. more than (30) days consecutive days a resident permit is required
3. Visitor permit must be displayed on rear view mirror of the vehicle at all times the vehicle is parked on premise



COVERED RENTAL SPACES

Our community offers four (4) additional covered parking spaces, which are based on availability. If you are interested in renting one of these spots, please contact the HOA board for availability or to be placed on our waiting list.

1. Each spaced can be rented at a cost of thirty (\$30) per month
2. Only authorized vehicles may park in these spots
3. Vehicles parked in a rental spot must abide by the same rules and regulations outlined by the community, county, and state

INFRACTIONS

When a vehicle is parked on the premise and is found to be infringing of our rules and regulations, the following penalties will apply. The HOA has defined two paths of penalties.

1. **Residents:** vehicles registered with the HOA via permanent parking pass or temporary visitor pass.
2. **Visitors:** vehicles without a permanent or temporary visitor parking pass

GENERAL INFRACTIONS

1. As a community, it is our responsibility as residents to report any infractions.
2. Infractions are issued by the good judgment of the members of the HOA Board, the 'parking committee', and the management company according to our community rules and regulations. In doing so, due diligence and unbiased code of conduct will be enforced to ensure our community rules and guidelines are implemented properly

RESIDENT VIOLATIONS

Infractions are recorded on a per unit basis and not per vehicle basis. The number of parking infractions for a unit will expunge after a ninety (90) day period kept free from infractions

First Infraction

1. Picture or video of the infraction will be taken to record the event
2. An infraction sticker will be attached to the vehicle explaining the infraction

Second Infraction

1. In addition to the steps outlined in the 1st violation, **a fifty (\$50) fine will be assessed to the unit owner.**

Third Infraction

1. In addition to the steps outlined here, **a one-hundred (\$100) violation fine will be assessed to the unit owner.**

Forth Infraction

1. In addition to the steps outlined here, **a two-hundred (\$200) violation fine will be assessed to the unit owner and the vehicle will be towed.** If you believe your vehicle has been towed, please contact parking enforcement at 1-866-889-4124 (*Slick Rock Towing*)

NON-RESIDENT VIOLATIONS

1. Infractions are recorded on a per vehicle basis, unless the vehicle is able to be tied to a unit
2. The number of parking Infraction for a vehicle will expunge after a ninety (90) day period kept free from infraction



First Infraction

1. Picture or video of the infraction will be taken to record the event
2. An infraction sticker will be attached to the vehicle explaining the infraction
3. If no action to remedy the infraction is taken within 24 hours after the initial infraction was recorded, then the vehicle will be towed at the owner's expense. If you believe your vehicle has been towed, contact parking enforcement at 1-866-889-4124 (*Slick Rock Towing*)

ENGAGEMENT OF TOW SERVICES

1. The Wingate Village Homeowners Association, Inc., its Officers, members of its Board of Directors, and its Managing Agent shall be held harmless and indemnified from any loss, damage or claim caused by or arising out of the impounding, towing or storing of a motor vehicle pursuant hereto
2. Any owner or resident who directly engages a tow company to enforce any provision of these guidelines shall **bear full and complete responsibility** for said action and shall agree to hold Wingate Village Homeowners Association, Inc., its Officers, members of its Board of Directors, and its Managing Agent harmless from any and all liability, costs, or fees they may incur in defending themselves for any enforcement actions undertaken which were not directly authorized by the Managing Agent
3. The **ONLY** circumstance warranting a resident the right to have a vehicle towed is when the subject vehicle is parked in that resident's reserved covered parking space without permission. Residents must have a copy of the reserved parking plan as verification of their authority to tow from said reserved parking space. Residents are hereby advised that they solely assume all responsibility and liability associated with towing the vehicle.
4. Residents opting to have a vehicle towed from their reserved parking space are responsible for making all arrangements directly with the towing company. This includes:
 - a. Making the initial call to the towing company
 - b. Providing a copy of the reserved parking plan as verification of their authority to have the vehicle towed
 - c. Signing the impound form
5. If you believe your vehicle has been towed, contact parking enforcement at 1-866-889-4124. (*Slick Rock Towing*)

