

GARAGES - VEHICLES - PARKING

**Hunter's Green Declaration of Covenants,
Conditions and Restrictions**

Article VIII (Use of Property) Section 1 (Protective Covenants)

T. Garages. Garage doors shall be kept closed except when an automobile is entering or leaving the garage or when a person is actively using the interior of the garage. Garages are intended for parking of vehicles Properly Registered in accordance with this Declaration and may not be used for any other purpose which would require one or more vehicles to be parked on the driveway instead of being parked inside the garage (i.e. storage, workshop, parking of vehicles not Properly Registered in accordance with this Declaration).

AA. Vehicles and Parking. The following definitions shall apply for purposes of this section:

"Boat" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons or personal property. This section shall not prohibit the use of a pool raft or other pool personal flotation or safety device.

"Camper" means any vehicle, vehicle attachment, vehicle topper, trailer or other enclosure or device of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreational or temporary housing of a person or persons or their personal property.

"Commercial Vehicle" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicle or any portion thereof, shows any marking, sign, display, lettering, color, logo, tools, equipment or anything indicating the trade or occupation of the owner or operator of the vehicle, but shall not include police or military vehicles. Covering a commercial marking, sign, display, lettering or color, logo, tools, equipment or anything otherwise indicating the trade or occupation of the owner or operator of the vehicle does not cure or avoid violation of this section. This section shall not apply to any parking pass or decal required by an employer, school, Homeowners Association, or government agency visible from the exterior of the vehicle.

"Trailer" means any vehicle or device of any kind whatsoever which is manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

- (i) **Parking Prior to Occupancy.** Each Owner shall provide for parking of automobiles off streets and roads within the Properties prior to occupancy of the Owner's Residential Unit.
- (ii) **Commercial Vehicles.** Subject to the terms of this Section, there shall be no outside storage or parking within any parcel or Residential Unit or within any portion of the Common Property or anywhere within or upon the Properties (other than areas provided therefore within the Common Property, if any) of any Commercial Vehicle. Notwithstanding the foregoing, Commercial Vehicles may be permitted within the Properties when providing a service or delivery within the community and then for only so long as may be reasonably required to provide that service or delivery or when parked inside a closed garage.
- (iii) **Recreational Vehicles.** Subject to the terms of this Section, there shall be no outside storage or parking within any Residential Unit or within or upon any portion of the Common Property or anywhere within the Properties (other than areas specifically provided for that use within the Common Property, if any) of any Recreational Vehicle. By way of example, but not limitation, this provision shall apply to any boat, mobile home, trailer (either with or without wheels), motor home, tractor, truck, camper, motorized camper or trailer, golf cart or motorized go-cart or any other related form of device for transportation. Recreational Vehicles may be permitted within or upon the Residential Unit for the purpose of loading and unloading the Recreational Vehicle only so long as is required to load or unload the Recreational Vehicle. The Board of Directors may make reasonable rules covering the use of mopeds and motorcycles on the Properties.
- (iv) **Repair.** No owner or other occupant of any portion of the Properties shall repair or restore any vehicle of any kind upon or within a Neighborhood or within any portion of the Common Property, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

- (v) **Vehicle Registration.** An Owner, resident or approved tenant shall be eligible for the exceptions to the parking restrictions set forth herein only if all vehicles belonging to that Owner, resident or approved tenant that will be parked on the Properties have been Properly Registered in compliance with this section and in compliance with rules and regulations as adopted by the Board of Directors from time to time. Properly Registered shall mean that a copy of a current state motor vehicle registration is on file with the Association. It shall be the Owner's, or approved tenant's obligation to ensure that his or her vehicle(s) is Properly Registered. A vehicle may be Properly Registered by presenting a current state vehicle registration, or by mailing a copy of the registration to the Hunter's Green Community Association, Inc., 9456 Highland Oak Drive, Tampa, Florida 33647-2513. Only Owners, and approved tenants may register vehicles with the Association. If the address listed on the state vehicle registration is not an address within Hunter's Green, proof of residency within Hunter's Green of the owner of that vehicle must be provided.
- (vi) **Parking.** Parking on any lawn, landscaped area, or on or across any sidewalk within the Properties or Common Area property is prohibited. Parking on any street within the Properties is prohibited, except when required to provide a service or delivery within the Properties and then only so long as may be reasonably required to provide that service or delivery and except as otherwise provided herein. Nothing herein shall permit any vehicle to park in a manner as to block or obstruct a sidewalk. A vehicle parked outside a garage shall not be covered with a tarpaulin or similar vehicle cover. Except when entering or leaving the garage, each Owner's or approved tenant's vehicle(s), when in Hunter's Green, must be parked in a garage bay between 11:00 p.m. and 7:00 a.m., subject to the exceptions listed in this section applicable only to Properly Registered vehicles. A vehicle with an expired motor vehicle registration is not a Properly Registered vehicle. For purposes of allocating vehicles to garage bays in this Section, one vehicle is equal to a vehicle having four (4) or more wheels or one motorcycle; however, if there are two motorcycles parked upon the same Residential Unit, both motorcycles shall be parked in the same garage bay.

- a. If the number of Properly Registered vehicles parked

upon the Residential Unit exceeds the number of garage bays for that Residential Unit, vehicles not otherwise prohibited herein, from parking outside of a garage (i.e. Commercial vehicle, Recreational Vehicle, etc.) may park on the driveway.

- b. If the number of Properly Registered vehicles, for a Residential Unit parked upon the Residential Unit, exceeds the number of garage bays for that Residential Unit, and if all available garage bays within that Residential Unit are then occupied with Properly Registered vehicles and all driveway space is then occupied with Properly Registered vehicles, vehicles that are not otherwise prohibited herein from being parked outside of a garage (i.e. Commercial vehicle, Recreational vehicle, etc.) may park on the street in front of the Owner's Residential Unit and without blocking the sidewalk or mailbox. In determining whether driveway space is available, the driveway shall be deemed occupied when the vehicle to be parked on the street cannot fit completely within the driveway.

- c. Guests Automobiles. For purposes of this Section, a Guest Automobile is an automobile owned or operated by an invitee. Guest Automobiles may be parked on the driveway for no more than any part of six (6) calendar days within any thirty (30) day period without notification to the Association. Any Guest Automobile parked on a driveway in excess of any part of six (6) calendar days in any thirty (30) day period shall be subject to the same parking restrictions as an Owner or approved tenant, unless the Owner or approved tenant notifies the Association in writing or via electronic mail that a guest will be parking his or her vehicle on the Residential Unit driveway. Upon written or electronic mail notification to the Association, a Guest Vehicle may be parked on the Residential Unit driveway for up to thirty (30) days after which that Guest Vehicle and any Guest Vehicle parked on a Residential Unit driveway for any portion of thirty days shall be subject to the same parking restrictions as the Owner or approved tenant of the Residential Unit.

Article XI (Enforcement of Rules and Regulations) of the Hunter's Green Declaration of Covenants, Conditions and Restrictions Residents/Tenants/Owners of Record who fail to comply may be referred to the Fining Review Committee or HGCA Board of Directors for consideration of maximum fines allowed by the recorded documents.