

Muirfield HOA
(hereinafter referred to as “Muirfield”)
Community Rules

Vehicle Parking:

Additional provisions to Muirfield HOA CC&R’s Section 2.16 Vehicles

Definitions:

Vehicle includes, but is not limited to: an automobile, pick-up truck, van, motorcycle, ATV, UTV, boat, mobile home, camper, motor home, RV, large commercial vehicle, or any type of trailer attached to, connected to or to be towed behind a vehicle.

Party means person, resident, homeowner or guest of a resident or homeowner within Muirfield, or any person who resides at a residence within Muirfield.

Rules

- (1) **No Blocking of Driveways, Common Area Parking stalls or Sidewalks:** Any Party or operator of a vehicle, who parks, places or drives a vehicle in such a manner so as to:
- (a) impede access to a driveway, common area parking stall or impede access over a sidewalk located between a driveway or common area parking stall and public street so as to interfere with access to a driveway within Muirfield,
 - (b) interfere with access, ingress or egress to a driveway or common area parking stall within Muirfield, or
 - (c) in any manner restricts a vehicle from freely entering or leaving a driveway or common area parking stall within Muirfield, including leaving an unattended vehicle parked or standing in such a manner so as to block any portion of a driveway or common area parking stall within Muirfield,

shall be assessed a fine in an amount not less than \$150.00 per occurrence. The sole exception to this rule is any homeowner may choose to impede access their own property’s driveway.

- (2) **Parking on Grass Areas.** No vehicles will be parked on any grass areas within Muirfield at any time.
- (3) **Inoperable Vehicles.** Other than private passenger vehicles, vans, trucks or permitted commercial vehicles in regular operation, no other motor vehicles or inoperable, unlicensed, unregistered, junk or junked cars or other similar machinery or equipment

of any kind or nature (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any Lot) shall be kept on the Property or repaired on any portions of the Property except in emergencies. For the purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, contains all parts and equipment, including properly inflated tires, and is in such good condition and repair as may be necessary for any person to drive the same on a public highway. (See 2.16 (a) of Declaration).

- (4) **No Vehicle Repairs.** No portion of an owner's lot or the Association's common area property within Muirfield may be used for the repair, maintenance, construction, or reconstruction of any vehicle (or other item), except for short-term (less than 3 hours) emergency purposes to make the vehicle operable, unless the work is done solely within the resident's private garage located on his or her lot.
- (5) **Towing Permitted.** Vehicles parked in violation of these rules may be fined, impounded, towed and stored, without notice and at the sole risk and expense of the vehicle owner. The Association and board members shall be indemnified, saved and held harmless from any loss, damage or claim caused by or arising out of the fining, impounding, towing, or storing of a motor vehicle due to a violation of these rules.
- (6) **Court Action(s).** Muirfield is authorized to seek an injunction in district court against any Party to prevent any further parking, interfering or impeding any owner, guest or resident within Muirfield from gaining access to or from a driveway, common area parking stall or sidewalk. In any such court action, whether resolved at trial or prior to trial, liquidated damages of not less than \$500.00 per occurrence shall be assessed against the offending Party and Muirfield shall be entitled to a payment from or judgment against the offending Party in the amount of the legal fees and court costs incurred by Muirfield in prosecuting the action.
- (7) **Fines:** Unless otherwise specified, any violation of these rules shall subject the offending party to a fine of \$100 for the first offense and \$200 for every offense thereafter. Each day a violation continues shall constitute a separate offense subject to a fine.

No Interference with Vendors

Additional provisions to Muirfield HOA CC&R's Section 2.16 Vehicles

Definitions:

Vendors includes, but is not limited to: a person(s) or contractor facilitating services within Muirfield.

Party means person, resident, homeowner or guest of a resident or homeowner within Muirfield, or any person who resides at a residence within Muirfield.

Rules

- (1) **No Interference with Vendors:** Vendors who perform work at Muirfield do so at the request of the Association's board of directors and/or the Association's property management company (collectively referred to as "Management"). Vendors may only take direction from Management and are instructed to not take direction from any other Party. Any Party who contacts, interferes with, talks to, makes demands on, gives direction to, or in any manner disturbs, disrupts or unreasonably interferes with a vendor employed by Muirfield, which vendor is in any manner providing services at Muirfield, including but not limited to vendors performing work in the Muirfield common area, including landscaping company, shall be assessed a fine in an amount not less than \$150 per occurrence.

- (2) **Court Action(s):** Muirfield is authorized to seek an injunction in district court against any Party to prevent any further interfering with the work of a vendor. In any such court action, whether resolved at trial or prior to trial, liquidated damages of not less than \$500.00 per occurrence shall be assessed against the offending Party and Muirfield shall be entitled to a payment from or judgment against the offending Party in the amount of the legal fees and court costs incurred by Muirfield in prosecuting the action.