

ARTICLE 3

PARKING GARAGES AND VEHICLE RULES

3.1. Parking Garages for Resident Use Only. The Parking Garages are for use by residents only. All vehicles, including those owned or operated by residents, their family, guests and invitees, parked within the Community must be registered online via the Avenue One website. Entry into the Parking Garages is permitted through various control access systems. Use of the RFID access system is for residents only. A maximum of one RFID tag for each parking space assigned to a Unit will be issued upon completion of the registration of vehicles online. RFID tags must be affixed by an Association representative and are nontransferable. RFID tags will be provided at a cost as noted on the Fee Schedule on file with the Association. Cost for replacement tags are subject to change without notice.

3.2. Safe Driving Habits. Drivers must maintain safe and proper speeds while driving in the Parking Garage. Drivers shall obey any speed limits that may be posted. Headlights must be on while driving in the Parking Garage.

3.3. Oil Leaks & Stains. Oil leaks and stains caused by a resident's vehicle shall be subject to fines and/or the cost of cleanup and repair. Residents must use oil catching devices or absorbing materials underneath the vehicle to prevent oil stains. Vehicles with oil or other fluid leaks are prohibited from being parked in any parking space.

3.4. Leasing of an Assigned Parking Space. Owners may lease their Assigned Parking Space to other Owners of Avenue One only. Any lease of a parking space shall terminate upon conveyance of the Condominium to which the parking space is assigned. A lease agreement for lease of an Assigned Parking Space shall include notice that termination of the lease is effective upon sale of the Condominium to which the parking space is assigned. The lease of an Assigned Parking Space shall not give lessee the right to vote or any other rights of membership in the Association.

3.5. Noxious Noise Transmissions & Vehicle Alarms. Excessive noise, including, but not limited to, engine noise and music emanating from vehicles, is prohibited in the Community. Vehicles which set off the alarms of other cars in the Parking Garages are prohibited in the Parking Garages. Should a car alarm continue to go off, the Owner may be fined for the noise disturbance and the Association may, at the Owner's expense, hire a locksmith and take whatever action to stop the alarm noise. Vehicles with alarms that do not have an automatic turn off after a reasonable period of time are prohibited.

3.6. Parking within Parking Lines. Vehicles which do not completely and clearly fit between the painted parking lines designated for a Parking Space are prohibited. The vehicle must fit in Owner's space and not affect the neighbor's space or ability of the neighbor to access their vehicle, or restrict the ability of any vehicle to safely and effectively back out of or enter a parking space. Sports equipment and other equipment attached to vehicles must fit entirely within the parking space and shall not obstruct access to neighboring parking spaces or the right of way of other vehicles. Vehicles that are parallel parked along Scholarship must park facing in the same direction as the designated flow of traffic. Vehicles found parking facing counter to the designated flow of traffic are subject to fines and or immediate tow without warning in order to maintain safety and prevent vehicles from pulling into oncoming traffic.

3.7. One (1) Authorized Vehicle per Space. Only one (1) Authorized Vehicle per parking space is permitted within the Parking Garages. Please refer to Article 8, Section 8.1(a) of the CC&Rs for a description of Authorized Vehicles. Parking of more than one (1) Authorized Vehicle, even if more than one can fit within a parking space, is prohibited. Storage of any items in a parking space is prohibited.

3.8. Prohibited Vehicles. Vehicles which are not Authorized Vehicles, in addition to Prohibited Vehicles, as defined in Article 8, Section 8.1(b) of the CC&Rs, are prohibited from the Parking Garage and shall not be kept of the Property. Examples of Prohibited Vehicles include, but are not limited to boats, jet skis, trailers, campers, commercial vehicles, inoperable or abandoned vehicles, and unregistered vehicles.

3.9. Parking Violations. Vehicles impermissibly parked in Parking Spaces assigned to other Owners or parked in a manner which prevents access to the vehicle parked in the neighboring space may be towed at Owner's expense.

3.10. Maintenance and Repairs Prohibited. No maintenance, repair, restoration or construction of any vehicle may be conducted in the Parking Garage or in the Community, except emergency repairs as provided in Article V, Section 5.16 of the CC&Rs. This includes, but is not limited to, washing, waxing, changing oil, and or maintenance.

3.11. Damage to Adjacent Vehicles. Owners must be cautious when opening vehicle doors so to avoid damage to the vehicle in the adjacent Parking Space(s). Owners shall solely be liable for damage caused to vehicles in adjacent Parking Spaces.

3.12. Employee Parking. Employees of residents may only park their vehicle in the Parking Garage if they have their own key fob and Owner has a designated parking space for the employee’s vehicle.

3.13. Motorcycle Parking. Motorcycles and other two-wheeled motorized vehicles may be parked in an Owner’s designated parking space or in a marked motorcycle parking area. Motorcycle parking areas are available on a “first come, first serve” basis. Only one motorcycle or other two-wheeled motorized vehicle may be parked in each designated motorcycle parking stall. Only one (1) Authorized Vehicle per parking space is permitted within the Parking Garages. Parking of more than one (1) Authorized Vehicle, even if more than one can fit within a parking space, is prohibited. (Per Section 3.7).

3.14. Bicycles. Bicycles must be parked in a secure standing position in the designated bicycle storage area. The bicycle storage area may not be locked, and the Association assumes no liability for the bicycles stored therein. Owner is responsible for securing their property.

3.15. Loading/Unloading Zone. The loading/unloading zone is identified by yellow curb markings along with posted signs along Scholarship between Dupont and Diploma. These areas can be restricted from normal guest/resident parking without advance notice for moving trucks, commercial vehicles, and/or other service vehicles 24 hours a day, 7 days a week, all year round. Only management or its agents may restrict or reserve the loading zones areas. Cones, delineators, barriers, or any similar devices are not to be moved. All vehicles must park properly and not obstruct the roadway at any time while using the loading zone in order to maintain safety. Moving cones, delineators, barriers, or similar devices after they have been placed will result in a fine. Vehicles found in the loading zone during these restrictions will be subject to immediate tow without warning at the vehicle owners’ expense.

3.16. Handicap Parking Spaces. Use of designated ADA (Handicap) spaces must be coordinated through the Association. Designated Handicap Parking Spaces may be assigned to a particular user. The Association may require evidence of handicap status prior to issuing an Owner a designated Handicap Parking Space. Handicap Parking Spaces are limited and the Association offers no guarantee that those who may qualify for use of Handicap Parking Spaces will be able to have an assigned Handicap Parking Space. Vehicles parked in a Handicap Parking Space must display a legally valid handicap designation at all times. **Cars found in handicap parking spaces which have not been approved by the Board and/or fail to display handicap designation are subject to tow at the Owner’s expense.** Displaying a handicap designation or placard does not relieve the vehicle owner of his obligation to comply with all other applicable provisions of these Parking Rules.

3.17. Visitor Spaces. Enrolled vehicles may park in a designated visitor space up to a maximum of six (6) times per month. A “time” is defined as a single 24-hour period. Vehicles may not park for more than 6 consecutive or non-consecutive 24-hour periods in any calendar month. Any vehicle(s) that exceed parking 6 times per month are subject to immediate tow at the vehicle owner’s expense without further warning.

3.17. Visitor Spaces.

Visitor parking spaces applicable to these rules are located in the following areas:

1. All parking spaces located along Scholarship (Designated by Avenue One signage).
2. All ground level parking in the 1100 garage with “visitor” markings in the parking space.
3. All rooftop parking in the 1100 garage with “visitor” markings in the parking space.
4. All ground level parking in the 2100 garage with “visitor” markings in the parking space.
5. All rooftop parking in the 2100 garage with "visitor" markings in parking spaces, excluding all those spaces marked Long Term Visitor Parking (LTVP).
6. All parking spaces with HANDICAP markings in the parking spaces.

All vehicles need to be enrolled online to park in a visitor spot anytime of the day or night. Any vehicle not enrolled, can be towed at any time 24/7 for failure of proper enrollment, without warning.

All vehicles must be enrolled online by owner’s, or their authorized tenants by visiting www.avenue1hoa.com. Calling/texting resident services or management is not a valid form of enrollment. It is the responsibility of all owners to obtain a login from management should they not be able to gain access to their account. It is further the responsibility of an owner should they choose, to delegate access of their account to their tenant(s) and/or authorized resident(s). Instructions can be found online on acceptable enrollment methods (License Plate/VIN).

3.18. Long Term Visitor Parking (LTVP): Long term parking is only permitted on the rooftop of the 2100 Building. All vehicles are always required to be enrolled online. Vehicles must be moved every twenty-one (21) days into a different parking space. All vehicles parked in a visitor parking space must be registered with the DMV and display current registration tags. Expired tags, planned non-operation (PNO), or vehicles that are deemed not drivable/inoperable/leaking fluids are not permitted and may be towed without warning at the owner’s expense and risk. Any vehicle parking in LTVP longer than (14) calendar days per month, requires written approval from Management. Failure to acquire written approval will result in vehicle(s) being towed at the owner’s risk and expense. Vehicles that have received written approval to park longer than (14) days still require the vehicle to be moved every (21) days to demonstrate the vehicle is not abandoned, in general working order, and that the vehicle is being attended to occasionally. In addition to the LTVP rules, all vehicles parked in LTVP are subject to, and must adhere to all parking rules outlined in Article 3 – Parking Garages & Vehicle Rules. Any vehicle parked in violation of these rules may be towed without additional warning at the owner’s expense and risk.

3.19. Enforcement of Parking Rules. Vehicles found in violation of these rules are subject to tow at vehicle owner’s expense. An Owner is subject to additional disciplinary action, including, but not limited to, imposition of monetary penalties, if Owner, his/her family members, tenants, guests or invitees violate these rules.

3.20. Barrier Arms. Vehicles must use caution when entering the parking structure and enter only when the barrier arm and gate are fully open. Only one (1) vehicle may enter at a time. The barrier arm is designed to automatically come down after one vehicle passes. All costs associated with repair of damage to the barrier arm, barrier arm operator or any part of the access control system will be the responsibility of the Owner and/or the party that caused the damage. Such costs may be levied against an Owner as a Reimbursement Demand. In addition to a Reimbursement Demand, a responsible Owner may be fined a Monetary Penalty. Owners are responsible for damages to the access control systems caused by the Owner, their family members, guests, invitees, tenants, and tenant’s guests or invitees. The Association is not responsible for any damage to a vehicle involved in a barrier arm strike.