

**TOWNHOMES AT RAILROAD SPRINGS HOMEOWNERS' ASSOCIATION**  
**VEHICLE PARKING - VIOLATION ENFORCEMENT AND TOWING POLICY**

EFFECTIVE DATE January 10, 2026

**1. Purpose**

This Vehicle Parking Violation Enforcement and Towing Policy ("Parking Policy") is hereby adopted by the Board of Directors ("Board") to promote safety, ensure emergency access, protect aesthetics, and preserve the quiet enjoyment of the community by regulating vehicle parking and providing clear enforcement and towing procedures consistent with the Association's governing documents and applicable law. This Parking Policy supersedes the 2019 Parking Rules and the 2020 Parking Violations and Enforcement Policy.

**2. Authority**

This Parking Policy is adopted pursuant to the Association's governing documents, which authorize the Board to regulate vehicle parking, adopt rules of conduct, levy fines for violations, and remove unauthorized vehicles at the owner's expense, all consistent with law and due process. See CC&Rs, Article 6, Section 6.19.

**3. Scope; Applicability**

This Policy applies to all Owners, tenants, guests, invitees, service providers, and any person who parks a vehicle within the community. Owners are responsible for ensuring compliance by their tenants, guests, invitees, and service providers, and are liable for all fines, fees, and costs incurred by them.

**4. Definitions**

For purposes of this Policy:

- "Commercial Vehicle" means any vehicle that bears commercial signage, is registered, designed, or used primarily for business purposes, or exceeds three-quarter ton capacity.
- "Common Area Parking" means any parking area owned or controlled by the Association and designated for resident or guest parking, excluding private garages and driveways.
- "Inoperable Vehicle" means any vehicle that is not currently operable or legally drivable on public streets, including vehicles with expired registration, flat tires, or missing essential parts.

- "Parking" means placement of a vehicle in any location within the Townhomes at Railroad Springs Project.
  - "Attended Parking" means parking of a vehicle anywhere in the Project while a person is visibly present in direct proximity of the vehicle and that person has the ability and authority to move the vehicle.
  - "Unattended Parking" means parking of a vehicle anywhere in the Project and no person who has the ability and authority to move the vehicle is present in direct proximity of the vehicle.
- "Recreational Vehicle" or "RV" means:
  - Any boat or boat trailer,
  - Any motor home or other self-contained camper,
  - Any mobile home, trailer or fifth-wheel trailer,
  - Any pop-up camp/tent trailer or other similar recreation-oriented portable or transportable facility of convenience, and
  - Any other vehicle not defined above that could not normally or regularly be used for daily transportation, including dune buggies, non-operative automobile collections, or other automotive equipment not licensed for use on the highways of Arizona.
- The following vehicles shall be deemed to be Recreational Vehicles for the purposes of these Vehicle Parking Rules and shall be subject to the same restrictions as Recreational Vehicles hereunder:
  - Any vehicle defined as a "commercial vehicle" by Arizona State law.
  - Any vehicle that has commercial signs or advertising or visible commercial equipment, excluding public service vehicles.
  - Any private, school or church bus.
  - Any construction equipment on wheels that is not in use for active construction activities.
- "Vehicle" means any device by which a person or property may be transported or drawn upon a roadway, whether motorized or not, including cars, trucks, motorcycles, scooters, mopeds, trailers, recreational vehicles, and boats on trailers.

## 5. General Vehicle Parking Rules

## 5.1 Permitted Vehicles

- Only operable, currently registered passenger vehicles may be parked in designated parking spaces or within enclosed garages.
- Motorcycles and scooters must be parked in the garages or in designated spaces and may not be stored on walkways, or landscaped areas.
- Service vehicles parked in front of a residence while actively engaged in a service-connected activity for repair and maintenance of any residence are exempt from parking restrictions during the hours of 8:00 AM and 6:00 PM.

## 5.2 Prohibited Vehicles (unless fully enclosed within a private garage)

- Horse trailers, campers, buses, mobile homes, motor homes, trailers of any type, boats or watercraft on trailers, and recreational vehicles.
- Commercial vehicles and trucks (unless permitted by law) with a manufacturer-rated capacity exceeding 3/4 ton.
- Inoperable, unregistered, or abandoned vehicles.
- Oversized vehicles that do not fit wholly within a single designated parking space without encroachment.
- Vehicles covered with automobile covers may not be stored outside on residential property, including the driveways, on the private streets, or on the open spaces in the Project. Such covered vehicles must be placed out of sight in garages.
- Junk or derelict vehicles may not be parked or stored in the Project except within the garage of a townhouse. A vehicle shall be deemed to be a derelict vehicle if the vehicle registration is expired or if it is missing any parts (e.g. inflated tires, wheels, engine, etc.) that are necessary for the operation of the vehicle on public streets.

### 5.3 Location and Manner of Parking

- Vehicles must be parked wholly within marked spaces, without encroaching into adjacent spaces, fire lanes, drive aisles, sidewalks, or landscaped areas.
- No parking is permitted in red curbs, fire lanes, or areas signed “No Parking” or “Tow-Away.”
- No double-parking or blocking access to driveways, garages, dumpsters, mailboxes, emergency equipment, or other vehicles.

#### 5.4 Storage, Maintenance, and Repair

- No vehicle storage is permitted in Common Area Parking. Vehicles left unmoved for 72 hours may be deemed stored or abandoned.
- No vehicle maintenance, reconstruction, or repair is permitted, except minor emergency repairs that must be completed within **48 hours** without fluid spills or nuisance conditions. If vehicle repairs are to take 48 hours to complete, the Owner must notify the Association, in writing, or the vehicle may be subject to being towed.

#### 5.5 Temporary Exceptions

- Short-term loading/unloading, caregiver or contractor vehicles, or approved Association events may be granted temporary exceptions by Management or the Board, subject to conditions.
- Emergency vehicles actively responding to an emergency are exempt to the extent required by law.

#### 6. Signage and Permits

- The Association may implement parking permits or guest parking passes and may post signage designating tow-away zones, fire lanes, time limits, and other restrictions.
- If parking permits are issued, owners and residents must display any required permits or passes as directed by Management.

#### 7. Enforcement; Monetary Penalties; Towing & Administrative Fees

- Violations of this Policy or the governing documents may result in warnings, monetary penalties, suspension of parking privileges, towing, and/or other lawful remedies after notice and opportunity to be heard, except where immediate towing is authorized herein.
- Monetary penalties, towing fees, and administrative fees are charged to the Owner's account. If the Association retains legal counsel to enforce the collection of these monetary penalties and related fees, the Association shall seek the recovery of these fees and costs, together with any costs of such collection, including reasonable attorneys' fees and costs.

#### 8. Monetary Penalty Schedule

The following schedule applies per residence address for each annual enforcement period (July 1 to June 30). All violation counts reset to zero at 12:01 AM on July 1 of each year

("Annual Enforcement Period"). Each vehicle and each day of continuing violation may constitute a separate violation. The imposition of monetary penalties does not preclude immediate towing whenever allowed under Section 9 below.

**SCHEDULE OF MONETARY PENALTIES:**

<b>Violation Number</b>	<b>Fine Amount</b>	<b>Notification Mailing Fee</b>	<b>Description of Violation</b>
First Violation	\$0.00	\$0.00	Courtesy notification to owner and on vehicle, unless vehicle is towed without notice. See Section 10.2
Second Violation	\$25.00	\$13.00	Notification to owner and on vehicle
Third Violation	\$50.00	\$13.00	Notification to owner
Fourth Violation	\$100.00	\$13.00	Notification to owner
Subsequent Violations	\$100.00	\$13.00	Notification to owner

## **9. GENERAL ENFORCEMENT RULES & GUIDELINES:**

- 1) One violation involves one vehicle at one address in a 24-hour period. In the event the same vehicle is parked in violation of the governing documents for consecutive days, there shall be a violation for each such day.
- 2) A second violation in the same 24-hour period may be imposed if it involves a separate vehicle.
- 3) If more than one vehicle is parked in violation of the adopted parking rules at a single residence, each vehicle will be considered a separate violation on the same date, and a fine and notification fee will be imposed for each vehicle at the same rate commensurate with the violation level. For example, two cars parked on the same date at the same residence in violation of the parking rules shall constitute two violations, and a third violation at that residence will result in the imposition of fines of \$50 per vehicle and notification fees of \$13 per vehicle.
- 4) The HOA will use its best efforts to document each violation with photographic evidence that shows the automobile and the house number. Photographic evidence may include multiple photos. License plate numbers of the vehicle may be included, but are not necessary, unless multiple violations at a single address involving multiple vehicles at separate times of the day are documented in a single day.
- 5) The imposition of fines and fees does not preclude the removal of the vehicle. An owner may be fined for the violation, and the vehicle may still be subject to removal.
- 6) Any resident who interferes with or harasses any person engaged in documenting a parking violation will be subject to legal process.
- 7) The HOA or its contractors are responsible for sending violation notices to the property owner at the last known address of record for the property owner.
- 8) The property owner is responsible for maintaining their address of record current with the HOA.
- 9) The HOA is not responsible for the property owner's non-receipt or non-response to any notifications due to errors of the USPS or the property owner's unavailability.

## 10. Towing and Immobilization

## 10.1 Authority

The Association may remove, or cause to be removed, any vehicle parked or stored in violation of this Policy, posted signage, or applicable law. Towing and storage are at the vehicle owner's sole expense and risk. See CC&Rs, Article 6, Section 6.19.

## 10.2 Immediate Towing Without Prior Notice

The Association may tow immediately, without prior written notice, any vehicle that:

- Is parked in a fire lane, at a red curb, in front of a hydrant, or otherwise obstructs emergency access;
- Blocks driveways, garages, trash enclosures, sidewalks, mailboxes, or creates a traffic or safety hazard;
- Is parked in a clearly posted tow-away zone or signed “No Parking/Tow-Away” area;
- Obstructs Association maintenance or construction work where notice and barricades are posted;
- Displays no current license plate or is otherwise clearly inoperable in Common Area Parking.

### 10.3 Towing With Prior Notice (24-Hour Tag)

Except for the immediate-tow situations in Section 10.2, the Association will place a written warning (a “24-hour tag”) on the vehicle describing the violation and allowing not less than 24 hours to cure before towing. If the violation persists, the vehicle may be towed after the cure period without further notice.

## 10.4 Repeat or Continuing Violations

If the same vehicle or residence repeats the same violation within 90 days after a 24-hour tag, the Association may tow upon reoccurrence without an additional cure period, in addition to monetary penalties levied under Section 8.

### 10.5 Towing Vendor; Retrieval; Costs

- The Association will use a duly licensed towing company. The towing company's name and phone number will be available through Management or posted as required.
- All towing and storage charges are the sole responsibility of the vehicle owner and must be paid directly to the towing company.

- The Association is not a bailee and assumes no care, custody, or control of any towed vehicle.

#### 10.6 Immobilization (Booting)

In lieu of towing, the Association may immobilize a vehicle with reasonable prior notice. Removal of the immobilization device requires payment of a removal fee as established by the Board, plus any unpaid monetary penalties and fees.

### 11. Notice and Opportunity to Be Heard

#### NOTICE:

Except for immediate towing under Section 10.2 above, enforcement actions will be preceded by written notice to the owner, which shall include:

- 1) the nature of the violation;
- 2) the provision of the governing documents that has been violated;
- 3) the date the violation was observed;
- 4) the first and last name of the person who observed the violation;
- 5) the amount of the monetary penalty to be levied
- 6) the action required by the Owner, and
- 7) the Owner's right to request a hearing.

#### APPEAL:

Any owner who has received a violation and fine notice shall have the opportunity to appear before the Board to appeal the Board's decision that a violation exists. Such appeal right shall be deemed waived if not timely exercised by the Owner. The appeal process shall be as follows:

- Within ten (10) calendar days following the date of the violation and fine notice, the owner may appeal the violation decision in writing to the Board and request a hearing on the matter. If the written hearing request is not received within such ten (10) day period, the owner's right of appeal shall terminate as of the end of the tenth day.
- The owner shall have the right to appear at the hearing in person or by a representative and to present pertinent information supporting the existence of extenuating circumstances, which require deviation from regular enforcement of the provisions of the governing documents.
- An owner who timely exercises his or her appeal right shall be provided a written notice of the time, date and place of the scheduled appeal hearing, which shall be conducted in an Executive Session meeting of the Board unless the Owner provides



a prior written request that the hearing is to be held in open session. In the event the owner fails to appear in person or by representative at such scheduled hearing, his or her appeal right shall be deemed waived.

- After completion of the appeal hearing, the Board will inform the Owner, in writing, of the Board's decision within ten (10) calendar days from the date of the appeal hearing.

All decisions of the Board are final and may not be further appealed.

## **12. Owner Responsibility; Indemnity**

Owners are responsible for the conduct of their tenants, guests, invitees, and service providers. Owners shall defend, indemnify, and hold harmless the Association and its agents from claims, costs, or liabilities arising out of any violation by such persons, including towing and storage charges and attorneys' fees.

## **13. Non-Waiver; Cumulative Remedies**

Failure of the Association to enforce any provision is not a waiver. Remedies are cumulative and in addition to any rights available under the governing documents or law.

## **14. Conflicts; Severability**

If there is a conflict between this Policy and the CC&Rs, the CC&Rs control. If any provision of this Policy is held invalid, the remaining provisions remain in full force and effect.

## **15. Amendments; Effective Date**

The Board may amend this Parking Policy consistent with the governing documents and law. This Policy is effective on the adoption date above or, if required, upon the later of any applicable notice period.

**Note:** The Board of Directors encourages all Owners to become familiar with this Vehicle and Towing Policy and to advise their tenants, guests, and invitees accordingly.

All questions should be directed to the management company:

Vision Community Management, a RealManage Company

16625 S Desert Foothills Pkwy, Phoenix, AZ 85048

Office: 480-759-4945

BOARD OF DIRECTORS

THE TOWNHOMES AT RAILROAD SPRINGS

HOMEOWNERS' ASSOCIATION I

## CERTIFICATION OF ADOPTION

This Vehicle Parking Violation Enforcement and Towing Policy ("Parking Policy") was adopted by the Board of Directors of the Townhomes at Railroad Springs Homeowners' Association I, at a duly noticed and held meeting of the Board of Directors on the 10 day of January, 2026.

Name: Burt Krueger Title: President Date: 01 / 12 / 2026

Name: Douglas Schneider Title: Vice President Date: 01 / 12 / 2026

Name: Diane Vasko Title: Treasurer Date: 01 / 12 / 2026

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_