



**MEADOWWOOD HOMEOWNERS ASSOCIATION
Resolution of the Board of Directors**

PARKING AND TOWING OF VEHICLES

RECITALS

- A. The Association is the MeadowWood Homeowners Association (the “**Association**”), organized under the Washington Planned Community Act, RCW 64.38 (“**Act**”);
- B. MeadowWood is a planned unit development that consists of multiple phases of development, all of which are collectively referred to in this Resolution as “MeadowWood.”
- C. The Association is governed by three Declarations, recorded in the records of Spokane County, Washington:
 - a. *The Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Meadowwood, the Meadows, Liberty Lake, Washington* recorded November 7, 1994 at Volume 1669, Page 808, and as Document No. 9411070440 (“**The Meadows Declaration**”).
 - b. *Declaration of Covenants, Conditions, And Restrictions and Reservation of Easements for Homestead, The Gardens, Liberty Lake, Washington* recorded December 8, 1992 at Volume 1370, page 1359 and as Document No. 9212080298 (“**The Gardens Declaration**”).
 - c. *Supplemental Declaration of Protective Covenants for the Cottages, a Portion of Homestead Addition*, recorded June 5, 1991 at Volume 1195, Page 1300 and as Document No. 9106050140. This declaration supplements the *Dedication of Plat and Declaration of Protective Covenants for Homestead Addition*, recorded November 15, 1979 at Volume 479, Page 1813 and as Document No. 7911150311 (together referred to as “**Homestead Declaration**”).
- D. The Association is also governed by the *Bylaws of Meadowwood Homeowners Association*, adopted on April 17th, 2019, which are unrecorded (“**Bylaws**”).

- E. RCW.38.020(14), Section 2.2 of The Meadows Declaration and The Gardens Declaration, and Article IV of the Bylaws vest the Board of Directors (the “**Board**”) with all of the powers and duties necessary for the administration of the affairs of the Association.
- F. RCW 64.38.020(1), Article IV, Section 2 of the Bylaws and Section 3.1 of The Meadows Declaration and The Gardens Declaration empower the Board to adopt rules and regulations for the Association and enforce compliance with the Declaration, Bylaws and administrative rules and regulations.
- G. Section 5C of the Homestead Declaration provides that “no vehicles may be kept or parked on any permanent basis on any of the public streets within the Project.”
- H. Section 8.13 of The Meadows Declaration and Section 8.15 of The Gardens Declaration provide that “Parking of boats, trailers, motorcycles, trucks, truck/campers and like equipment shall not be allowed on any part of the Property, nor on the Common Area, excepting only within the confines of an enclosed garage and no portion of the same may project beyond the enclosed area except under such circumstances, if any, as may be prescribed by written permit approved by the Architectural Committee.”
- I. Section 8.2 of The Meadows Declaration and Section 8.3 of The Gardens Declaration provide that “No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any Lot, or within any Dwelling located on a Lot, nor shall any goods, equipment, vehicles, including buses, trucks and trailers of any description, or materials or supplies used in connection with any trade, service or business, wherever the same may be conducted, or any vehicles in excess of 12,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes, be kept, parked, stored, dismantled or repaired outside of any Lot, or on any of the Roads. Home occupations may be permitted with the specific written approval of the Architectural Review Committee.”
- J. The Board is responsible for enforcement of the Declaration, Bylaws, and rules and regulations adopted by the Board.
- K. Section 8.13 of The Meadows Declaration and Section 8.15 of The Gardens Declaration state that among the remedies the Board may use for enforcement is the towing of vehicles that are in violation of parking rules and regulations.
- L. From time to time, the Board receives complaints of violations of parking rules. The Board finds it to be in the best interests of the Association to adopt this Resolution governing the parking and towing of vehicles within MeadowWood.

RESOLUTION

NOW THEREFORE, pursuant to authority granted to the Board of Directors under Section 3.1 of The Meadows Declaration and The Gardens Declaration, and Article IV, Section 2 of the Bylaws, the Board adopts the following rules. This Resolution supersedes any prior rules or procedures for the parking and towing of vehicles in the MeadowWood community.

ARTICLE 1 Definitions

Unless otherwise provided, all other definitions in the Declarations and Bylaws apply to this Resolution. The definitions contained in the Recitals above apply and are incorporated into this Resolution. In addition, the following definitions apply to this Resolution:

- 1.1 **“Lot Owner”** means the legal title owner of a Lot within Meadowwood.
- 1.2 **“Vehicle Owner”** means any person who has ownership, possession or other control of a vehicle.
- 1.3 **“Parking,” “Park,” “Parked,” and “To Park”** means the storage of a vehicle. **“Parking,” “Park,” “Parked,” “To Park,” and “Park on a Permanent Basis”** does not mean active loading, unloading or cleaning of an operable vehicle for a period not to exceed 48 hours on more than two (2) occasions during any six (6) day period.
- 1.4 **“Truck”** means any motor vehicle with a gross vehicle weight (“GVW”) of 12,000 pounds or more, or more than two (2) axles. “Truck” does not mean a “standard size” pick-up truck, van, or sport-utility vehicle with a GVW of less than 12,000 pounds.
- 1.5 **“Commercial Vehicle”** means any vehicle that the driver is required to have a Commercial Driver’s License (“CDL”) in order to operate. “Commercial Vehicle” also means a vehicle, regardless of the size or GVW of the vehicle, for which the principal use is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire, that is provided by a business to its employees for use in their employment, or that bears any signs, markings, or logos of a commercial nature on the vehicle. “Commercial Vehicle” does not include any sedans, service vans or standard size pickup trucks which are used for both business and personal use, provided that any signs, markings, or logos on the vehicle are unobtrusive and inoffensive as determined by the Board of Directors in its sole discretion, or which may be fully and tastefully covered as required by the Board of Directors in its sole discretion.
- 1.6 **“Recreational Vehicle”** means any vehicle primarily designed for recreational, camping, or travel use, including, without limitation, travel trailer, camper, motor home, or park trailer as these terms are defined in RCW 46.04. “Recreational Vehicle” also includes all ATVs, off-road vehicles, jets skis and wave runners, and any other nonhighway vehicle as the term is defined by RCW 46.09.310.

- 1.7 **“Trailer”** means any vehicle without motive power designed for being drawn by or used in conjunction with a motor vehicle constructed so that no appreciable part of its weight rests upon or is carried by the motor vehicle.

ARTICLE 2 Parking Restrictions

- 2.1 **Prohibited Vehicle Types.** No boat, trailer, truck, commercial vehicle, recreational vehicle, or inoperable vehicle may be parked on a permanent basis on any Lot (except within the confines of an enclosed garage), Common Area, private street, or public street within MeadowWood. Notwithstanding the foregoing, upon the prior written approval of the ARC, a single boat, trailer, truck, commercial vehicle, or recreational vehicle not exceeding 12,000 pounds GVW may be parked on a Lot behind a fence or other ARC approved screening located behind the front edge of the dwelling and at least ten (10) feet from the side lot line of any Lot.
- 2.2 **Sidewalk Parking.** No vehicles may be parked on the sidewalk or protruding over the sidewalk from the Owner’s driveway.
- 2.3 **Vehicles in Disrepair.** No Owner shall permit any vehicle to be abandoned or that is in an extreme state of disrepair to remain parked upon any Lot or on the Common Area or kept or parked on any private or public street for a one-time period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an extreme state of disrepair when the Board of Directors, in its sole discretion, reasonably determines the vehicle’s presence annoys or offends occupants of the neighborhood. Should any Owner fail to remove such vehicle within five (5) days following the date on which the Association provides written notice, the Association may have the vehicle removed from MeadowWood and assess the expense of such removal to the Owner responsible as provided in this Resolution.
- 2.4 **Signage.** The Board may place signs on private streets informing Lot Owners and Vehicle Owners that unauthorized vehicles will be towed at the Vehicle Owner’s expense.

ARTICLE 3 Enforcement

- 3.1 **Towing Vehicles.** Upon a request by an Owner or resident of any Lot to the Association’s manager or Board member, the Association may arrange to immediately tow any vehicle parked in violation of the Declarations, Bylaws, or rules and regulations governing parking of vehicles.
- 3.2 **Fines for Violation.** In addition to the ability of the Association to tow vehicles as provided above, the Board of Directors may, in its discretion, levy fines against any Owner or Owner’s family member, tenant, guest, or invitee who is in violation of these rules or the provisions of the Declarations and Bylaws. Owners are responsible for any violations

caused by their family members, tenants, guests, or invitees. The following fines shall apply unless otherwise provided in the Association's schedule of fines:

- (a) For the first offense, the Lot Owner shall receive a fine of \$50.00/day.
- (b) For the second offense, the Lot Owner shall receive a fine of \$75.00/day.
- (c) For the third and any subsequent offenses, the Lot Owner shall receive a fine of \$100.00/day.

3.3 **Notice and Opportunity to Be Heard.** Prior to levying any fines against an Owner under this Resolution, the Board shall give the Owner notice and an opportunity for a hearing before the Board. The hearing shall be held at a mutually agreeable time for the Board and the Owner, but in no case more than thirty (30) days after the notice.

3.4 **Optional Notice prior to Towing.** The Association has discretion to place the following notice on a vehicle that the Association reasonably believes has committed a parking violation prior to towing the vehicle:

PARKING VIOLATION

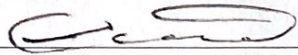
THIS VEHICLE IS IN VIOLATION OF THE PARKING RULES AND REGULATIONS GOVERNING THE LOTS, COMMON AREAS, AND STREETS WITHIN THE MEADOWWOOD HOMEOWNERS ASSOCIATION. IF THIS VEHICLE IS NOT TOWED BY TODAY AT _____ AM / PM, THE ASSOCIATION MAY TOW THIS VEHICLE AT YOUR SOLE EXPENSE. IF YOU ARE A LOT OWNER IN THE MEADOWWOOD COMMUNITY, YOU ALSO MAY BE SUBJECT TO ADDITIONAL FINES LEVIED BY THE ASSOCIATION.

However, the Association is not required to place the notice on the vehicle in order for the Board to levy fines or for the Board to approve towing of the vehicle.

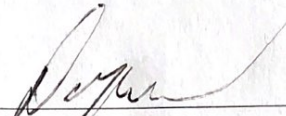
3.5 **Attorney Fees and Costs.** Any Owner in violation of this Resolution shall be responsible for any expenses incurred by the Association, including attorney fees and costs, to enforce the provisions of this Resolution, whether or not a suit is filed against the violating Owner. The Owner is responsible for violations of this Resolution by the Owner's family members, tenants, guests, and invitees, regardless of who is actually the Vehicle Owner.

The undersigned President and Secretary certify that the foregoing Resolution was adopted by the Board of Directors, via email, after a BOD meeting and discussion held on: October 16th, 2019.

DATED: 5 Dec, 2019



President
MeadowWood Homeowners Association



Secretary
MeadowWood Homeowners Association