

STONEHENGE III ASSOCIATION, INC.
RESOLUTION

DEED RESTRICTION ENFORCEMENT GUIDELINES
RE: PARKING OF VEHICLES

Whereas, the parking of vehicles is addressed in the Declaration of Covenants, Conditions, and Restrictions (the Deed Restrictions) of Stonehenge III as follows:

Article II, Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions: . . .
(f) The right of the Association to restrict the location and/or storage of boats, trailers, campers, trucks, motorcycles, and other movable or immovable personal property within the common area, or in sight on individual lots.

Article V, Section 3. Permanent Filing of Plans With Architectural Committee and Conditions for Approval. . . . (12) All construction vehicles must be parked in the designated areas only, as established by the Architectural Committee. Vehicles which do not conform to this rule will not be allowed again into the subdivision.

Article VII, Section 2. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored or erected in the Common Area without the prior written consent of the Board of Directors.

Article VII, Section 4. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of the insurance on the Common Area, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area.

Article VII, Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners. No boat, trailer, motorcycle, or truck shall be parked or stored in any street, alley, parking lot, or the Common Area, or within view from streets or common areas. No repair work, dismantling, or assembling of motor vehicles or any other machinery or equipment shall be permitted in the subdivision.

Article VII, Section 12. Use of Common Area. . . . Except for the right of ingress and egress and the right and easement of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of said Property outside the exterior Property lines of each Lot, except as may be allowed by the Association's Board of Directors. . . . Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area, including but not limited to recreation and parking areas and equipment, and walks, may, at the Board's option, be taken by the Board of Directors (or by its duly delegated representative).

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and, Whereas, the Board of Directors desires to establish a uniform and equitable policy and procedure for the enforcement of the Deed Restrictions;

now, therefore, it is

RESOLVED, That parking on the Lots and the Common Area in Stonehenge III is subject to the following:

1. No boat, travel trailer, mobile home, motor home, camper, or recreational vehicle may be parked, wholly or partially in public view, for more than 24 hours.
2. No inoperable, disassembled, or partially disassembled vehicle may be parked, wholly or partially in public view, for more than 24 hours.
3. No trailer, commercial vehicle, industrial vehicle, or truck of two (2) tons or greater may be parked at any time, wholly or partially in public view, unless actively engaged in emergency, construction, repair, or service work on one or more of the Lots.
4. No vehicle that cannot be licensed to operate on public streets, or that is prohibited from being on public streets, may be parked at any time wholly or partially in public view.
5. No vehicle of any kind may be continuously parked, wholly or partially in public view, for more than 72 hours.
6. No vehicle of any kind may be parked at any time on any surface in the Common Area other than on paved streets or parking areas, or on any lot other than on the paved driveway or in the garage. (E.g., parking on the grass is prohibited.)
7. No vehicle of any kind may be parked at any time on any vacant lot other than on the paved driveway or parking area. (E.g., parking on the grass is prohibited.)
8. A vehicle is deemed to be any device for carrying passengers, goods, or equipment.
9. Any vehicle without current license tags or a current inspection sticker is deemed to be inoperable.
10. Each owner is responsible for notifying his tenant or assignee, in writing, of these guidelines, and shall be responsible and liable for the adherence to these guidelines by his tenant or assignee.

Originally adopted 3/19/92 by the Board of Directors.
Revised 5/25/94 and 2/18/95 by the Board of Directors.