

# INWOOD P.U.D. HOMEOWNERS ASSOCIATION

RESTRICTIONS ON PARKING OF VEHICLES,  
EQUIPMENT AND MACHINERY IN INWOOD

Adopted September 16, 2009

**RESTRICTIONS ON PARKING OF VEHICLES,  
EQUIPMENT AND MACHINERY IN INWOOD**

**RESOLUTION (version 8/30/09)**

*The basis for this resolution is given below. The policy is presented as an attachment.*

**WHEREAS**, Article IV.2 of the Bylaws grants the general power to conduct the business and affairs of the Inwood Planned Unit Development (P.U.D.) Homeowners Association ("Association") to its Board of Directors ("Board"), whose members shall be members of the Association (as that term is defined in all of the Declaration of Covenants, Conditions and Restrictions applicable to all units of the Inwood P.U.D.; and

**WHEREAS**, Article IV.3 (b) of the Bylaws empowers the Association's Board to establish, make and enforce compliance with such reasonable rules as may be necessary for the operation, use and occupancy of the Association's Common Areas/Facilities, with the right to amend same from time to time, including such rules and regulations relating to traffic and parking, as may be deemed necessary or convenient and in accordance with Article VII, Section 12(c) of the Bylaws; and

**WHEREAS**, Article VII, Section 31 of the Declaration of Covenants, Conditions and Restrictions ("DCCRs") of Inwood Unit 1, and 2F Planned Unit Development ("PUD") and Article VII, Section 32 of the DCCRs of Inwood Unit-1C, 1E, 1F, 2A, 2B, 2C, 2D, 2E, 2G, 2H, 3A, 3B, 3C, 3D, 4 and Inwood Peninsula, PUD provide that the "Association's Board of Directors is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Facilities (including subdivision streets) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners...;" now, therefore:

**BE IT RESOLVED BY THE INWOOD P.U.D. HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS** that in order to ensure equitable vehicular parking within Inwood, protect the health, safety and welfare of Inwood residents and maintain a first class residential neighborhood, the Association's Board establishes the following policy to be known as the Restrictions on Parking of Vehicles, Equipment and Machinery in Inwood Policy ("Parking Policy"):

**ATTACHMENT: POLICY ON PARKING**

*The intent of this policy is to enhance the safety and aesthetics in Inwood by minimizing the parking on Inwood streets. In order to accommodate*

*residents with a special need to park on the streets, a variance capability is provided.*

I.

**RESTRICTIONS ON PARKING OF VEHICLE(S) AND EQUIPMENT AND MACHINERY IN INWOOD**

- A. Permissible Motor Vehicle(s) (PMV) Owned, Leased And/Or Operated By Inwood Residents And/Or Non-Residents. Motor Vehicle(s) (as defined and specified in Article III, Section Q.1.) owned, leased and/or operated by Inwood residents and/or non-residents that may be parked on Inwood streets and other Common Areas/Facilities shall be limited to conventional Passenger Cars, Trucks, suburbans, sport utility vehicles and passenger vans in operating condition and good repair. In addition, such vehicles must display current inspection and registration stickers, be in regular use, and not display any business advertisement.
- B. Restricted Motor Vehicle(s) (RMV) Owned, Leased And/Or Operated By Inwood Residents And/Or Non-Residents. The following Motor Vehicle(s) owned, leased and/or operated by Inwood residents and/or non-residents shall not be parked either on Inwood streets, other Common Areas/Facilities or in public view except as specified in paragraphs D & F of this section:
1. Motor Vehicle(s) (as defined and specified in Article III, Section Q.1-3.);
  2. Commercial Motor Vehicle(s) (as defined and specified in Article III, Section D.) and not providing commercial products and/or services in Inwood;
  3. Light Truck(s) (as defined and specified in Article III, Section J);
  4. Bus(es) (as defined and specified in Article III, Section C);
  5. Recreational Vehicle(s) (RV's) that are motor driven (as defined and specified in Article III, Section S);
  6. Golf Cart(s), go-cart(s), and/or similar motor vehicles.
  7. All Terrain Vehicles (as specified in Article III, Section A)
- C. Restricted Equipment/Machinery (RE/M) Owned, Leased And/Or Operated By Inwood Residents And Non-Residents. The following equipment and machinery (RE/M), whether owned, leased and/or operated by Inwood residents and/or non-residents, shall not be parked either on Inwood streets, other Common Areas/Facilities or in public view except as specified in paragraphs D & F of this section:
1. Recreational Vehicle(s) that are non-motor driven;
  2. Sailing Boat(s) that are motor driven and non-motor driven;

3. Non-powered Boat(s), Canoe(s), etc.;
  4. Powered (motor driven) Boat(s);
  5. Jet skis and/or similar recreational vehicle(s);
  6. A trailer or semi-trailer, other than manufactured housing, that is privately owned;
  7. House trailer(s);
  8. Other similar equipment;
  9. Machinery of any type.
- D. Parking Restrictions on Restricted Motor Vehicle(s) (RMV) And/Or Restricted Equipment/Machinery (RE/M).
1. RMV(s) and/or RE/M shall be parked within an enclosed structure such as a resident's garage or an ACC approved screened area which prevents the view of these from any Inwood street, Common Area/Facilities or adjacent lots. If the Inwood resident/guest desires to park to load, unload or clean any RMV(s) and/or RE/M prior to removal from Inwood, or to park in the resident's enclosed structure or an ACC approved screened area; such effort must not exceed six (6) hours for this purpose. If parking is desired overnight on Inwood streets, or within public view, the resident must not exceed the sixteen (16) hours between 6:00 p.m. and 10:00 a.m. Upon the expiration of the two (2) allowable time frames, one for 16 hours and one for 6 hours, the RMV(s) and/or RE/M shall be removed from Inwood or alternatively parked in an Inwood resident's enclosed structure or a screened area out of public view.
  2. Any RMV(s) and/or RE/M that is parked as defined above, must have a parking pass, with time and date expiration, and be parked only between the side lot lines of the lot owned and/or occupied by the Inwood resident(s) that is/are the (i) owner(s), lessee(s) and/or operator(s) of the RMV(s) and/or RE/M, or their guests. Inwood resident(s) and non-resident(s) should exercise common courtesy and not be continuously parking or allow such parking on Inwood streets in front of other Inwood residents' lot boundaries.
  3. No RMV(s) and/or RE/M under any circumstances shall be parked on any Inwood street as follows:
    - (i) in front of any driveway,
    - (ii) within thirty (30) feet of a corner of an intersection,
    - (iii) within fifteen (15) feet of either side of a fire hydrant within Inwood,
    - (iv) facing against the flow of traffic,
    - (v) perpendicular to the curb, and/or
    - (vi) blocking any sidewalk in a manner which impedes the actual and/or potential flow of pedestrian, bicycle, wheelchair or other traffic.

(vii) at the tennis courts or at the swimming pool.

**E. Parking Restrictions on PMV(s).**

1. No more than one (1) PMV (as defined in Paragraph A) owned, leased and/or operated by an Inwood resident(s) shall be parked on any Inwood street and/or in front of a lot owned and/or occupied by an Inwood resident(s). An approved variance may allow additional PMV(s) to be parked in front of a resident's property between the side lot lines, provided a proper pass is displayed.

Although this one PMV is allowed, the Board encourages all PMV(s) be parked in the resident's garage and/or driveway. The policy is intended to minimize parking on the streets.

2. All guests entering Inwood must have a guest pass. If any Inwood resident desires to allow guest parking of a PMV(s) on Inwood streets, the Inwood resident/guest must obtain from the on-duty entry gate officer a regular entry permit. This permit will be valid for no more than one (1) day from the first day of entry, unless specified by the resident for more days, and no more than 10 days incrementally. The entry permit will expire by 10:00 a.m. on the morning following the last day indicated on the permit. If the regular entry permit is not visibly displayed on the dashboard, the vehicle will be subject to a notice for violation of the Parking Policy. No overnight parking is allowed at the tennis courts or swimming pool.
3. PMV(s) parked on any Inwood street must be in front of the lot owned and/or occupied by an Inwood resident(s), and only between the side lot lines of the lot owned and/or occupied by the Inwood resident(s). These PMVs must be either:
  - (i) owned, leased and/or operated by the Inwood resident(s), and/or
  - (ii) has/have some connection with a guest of the Inwood resident(s).

Inwood resident(s) and non-resident(s) should exercise common courtesy and not be continuously parking or allow the parking of PMV(s) on Inwood streets in front of other Inwood residents' lot boundaries.

4. No PMV(s) under any circumstances shall be parked on any Inwood street:
  - (i) in front of any driveway,
  - (ii) within thirty (30) feet of a corner of an intersection,

- (iii) within fifteen (15) feet of either side of a fire hydrant within Inwood,
  - (iv) facing against the flow of traffic,
  - (v) perpendicular to the curb, and/or
  - (vi) blocking any sidewalk in a manner which impedes the actual and/or potential flow of pedestrian, bicycle, wheelchair or other traffic.
  - (vii) at the tennis courts or at the swimming pool.
5. Article I, Section E. 1-3 does not apply when an Inwood resident(s) is/are hosting a social event as well as visiting and/or meeting with each other.
6. Article I, Section E. 1. does not apply between November 20 and January 2.
- F. Commercial Motor Vehicle(s) and Trailer(s) (CMV&T) Owned, Leased And/Or Operated by Inwood Residents or Non-Residents.
1. CMV&T(s) owned, leased and/or operated by Inwood resident(s) or non-resident(s) that is/are within Inwood to provide commercial products and/or services may park on Inwood streets between 7:00 a.m. and 6:59 p.m. Otherwise, CMV&T(s) shall not be parked on Inwood streets, or must be stored in the Inwood resident's enclosed structure or screened area between 7:00 p.m. and 6:59 a.m. unless:
- (i) the vehicle(s)/trailer(s) has/have been deployed for an emergency product and/or service at a residence,
  - (ii) the vehicle(s)/trailer(s) is/are a caterer, delivery person or other event-related service, or
  - (iii) the vehicle(s)/trailer(s) is/are a commercial moving truck, van and/or trailer leased and/or contracted by a resident and parked on Inwood streets and/or Common Areas/Facilities (in order to move in or move out of Inwood) and parked on Inwood streets and/or Common Areas/Facilities for less than forty-eight (48) continuous hours.

If a trailer is parked, it must be hitched to the pulling vehicle at all times

2. If any Inwood resident desires to park or allow the parking of a commercial moving truck, van and/or trailer pursuant to I.F.1.(iii) above, the Inwood resident must obtain from the on-duty entry gate officer a parking permit valid for 48 hours from the time of issuance of the permit ("mover's parking permit"). Upon the expiration of the mover's parking permit, the commercial moving truck, van and/or trailer shall no longer be parked on Inwood streets or other Common Areas/Facilities.
3. No CMV&T(s) under any circumstances shall be parked on any Inwood street

- (i) in front of any driveway,
  - (ii) within thirty (30) feet of a corner of an intersection,
  - (iii) within fifteen (15) feet of either side of a fire hydrant within Inwood,
  - (iv) facing against the flow of traffic,
  - (v) perpendicular to the curb, and/or
  - (vi) blocking any sidewalk in a manner which impedes the actual and/or potential flow of pedestrian, bicycle, wheelchair or other traffic.
  - (vii) at the tennis courts or at the swimming pool.
- G. No Storage of Vehicles, Equipment and Machinery on Inwood Streets. No part of any Inwood streets or other Common Areas/Facilities shall be used for the storage of any PMV(s), RMV(s) and/or RE/M including, but not limited to wrecked, junked or inoperable PMV(s), RMV(s) and/or RE/M.
- Storage of vehicles means any vehicles not in regular consistent use and continuously parked in the same general area on any Inwood street.
- The determination of whether any of these vehicles are stored on an Inwood street or other common area/ facilities shall be made solely by the Association Board on the basis of complaints by any resident(s) and the Board's judgment.
- H. Manufactured Housing. No manufactured housing shall be allowed within Inwood or any Inwood street.

## II. ENFORCEMENT PROCEDURES

- A. Permissible Motor Vehicle(s) (PMV), Restricted Motor Vehicle(s) RMV(s), and/or Restricted Equipment/Machinery (RE/M) Owned, Leased and/or Operated By Inwood Resident(s) and/or Non-Resident(s).

1. **Written notice of violation.** Any member of the Association's Board or the Manager/Agent of the Association shall notify the Inwood resident who is the owner, lessee and/or operator of the PMV(s), RMV(s) and/or RE/M, in writing, of the specific violation of this Parking Policy. The notice of violation shall be sent by certified, U.S. mail, return receipt requested, and also be sent by first-class U.S. mail. A notice alert sticker shall also be attached to the windshield or other appropriate area at the time of the violation. If the non-compliant PMV(s), RMV(s) and/or RE/M is/are owned by a non-resident that is a guest or agent of the Inwood resident, the Inwood resident shall also be notified. The resident will be allowed seventy-two (72) hours from the date of receipt of the written notice of violation to cure the violation. Receipt is defined as the date the notice of violation was postmarked.
2. **Towing.** If the non-compliant PMV(s), RMV(s) and/or RE/M remains on the Inwood streets/in public view after the deadline indicated in the written notice of violation, or is a repeat offender within a period of one (1) year, then towing will be performed with the approval of two (2) members of the Association's Board without further notice to and at the expense of the owner, lessee and/or operator of the non-compliant PMV(s), RMV(s) and/or RE/M. Towing charges shall not be considered a fine.

If these two (2) members of the Association's Board consent to towing, this decision will be communicated to the on-duty entry gate officer who will then call a towing company to enter Inwood and tow the PMV(s), RMV(s) and/or RE/M.

B. Commercial Motor Vehicle(s) and Trailer(s) (CMV&T) Within Inwood to Provide Commercial Products and Services.

1. **No notice of violation necessary.** Except as provided in Article I, Section F, CMV&T(s) parked on any Inwood street or in public view between 7:00 p.m. and 6:59 a.m. will be TOWED in accordance with the following procedure:
  - (a) Such a violation is reported to a member of the Association's Board, the Manager/Agent of the Association and/or the on-duty entry gate officer at the front gate.
  - (b) A member of the Association's Board and/or to the Manager/Agent of the Association, shall contact the on-duty entry gate officer to begin the process outlined in (c), (d) and (e) below.
  - (c) The on-duty entry gate officer shall attempt to contact the Inwood resident at the home where the CMV&T(s) is/are located to warn of the impending towing.
  - (d) If the on-duty entry gate officer is not able to contact the Inwood resident at home; or does contact the resident, but the resident refuses to comply with this policy, the on-duty entry gate officer will contact any member of the Association's Board who will then contact a second Board member to obtain consent to tow the non-compliant CMV&T(s).
  - (e) If two (2) members of the Association's Board consent to towing, this decision will be communicated to the on-duty entry gate

officer who will then call a towing company to enter Inwood and tow the CMV&T(s).

2. **Towing.** The CMV&T(s) parked in non-compliance of this section will be TOWED at the expense of the owner, lessee and/or operator of the CMV&T(s). Towing charges shall not be considered a fine.
- B. **Right of Appeal.** An Inwood resident and/or the resident's agent, has the right of appeal. The notice of appeal and request for a hearing must be in writing, submitted and received by the Association's Board and/or the Manager/Agent of the Association at the Association's regular business mailing address or email to Barbara@ams-sa.com before the seventy-two (72) hour deadline to cure in the notice of violation.

Once the notice of appeal and request for a hearing is received, the Association's Board (subject to the notice requirements below) will consider the appeal and hold a hearing at either its next regular meeting or at a special meeting occurring not later than the 30th day after the date of receipt of the notice of appeal and request for a hearing. The Inwood resident shall be notified of the date, time and place of the meeting/hearing not later than 10 days before the date of the meeting/hearing.

The Association's Board, at its sole discretion, shall reject, grant, or grant with conditions the application for appeal; and such decision is final. When a notice of appeal is received, the deadline to cure in the notice of violation and enforcement by towing shall be suspended until the appeal is rejected. If rejected, the towing provisions will become effective immediately. If the appeal is granted, the deadline to cure shall be voided. The owner, lessee and/or operator of PMV(s), RMV(s) and/or RE/M that is an Inwood Resident and/or agent shall comply with the final decision of the Association's Board.

**C. Variance.**

1. An Inwood resident owner, lessee and/or operator of PMV(s), RMV(s) and/or RE/M, and/or the resident's agent, may request a variance from the terms of this Parking Policy. The request must be in writing, submitted by the Inwood resident and received by the Association's Board and/or the Manager/Agent of the Association at the Association's regular business mailing address. Once the request for a variance is received, the Association's Board (subject to the notice requirements below) will consider the request for a variance and hold a hearing at either the next regular meeting or at a special meeting occurring not later than the 30 days after the date of receipt of the request. Enforcement by towing shall be suspended until the variance is decided upon. The resident or resident's agent shall be notified of the date, time and place of the meeting/hearing not later than the 10 days before the date of the meeting/hearing. The Association's Board's decision on the request for a variance is final. The owner, lessee and/or operator of the PMV(s), RMV(s) and/or REM that is an

Inwood Resident and/or agent/guest shall comply with the final decision of the Association's Board.

2. Variances will be authorized if the variance is not contrary to the public interest, and due to special conditions, a literal enforcement of the Parking Policy would result in unnecessary hardship; and so that the spirit of the Parking Policy is observed and substantial justice is done. Variances shall automatically expire one (1) year after issuance unless renewed by the Association's Board in response to a resident's request for a renewal; provided the basis for issuing the variance has not changed. Any variance issued in the 2009 calendar year will be valid through January 31, 2011. A resident may apply for a variance at any time. Variances are issued to residents and are not transferable and not issued to the house address.

### **III. DEFINITIONS**

- A. All-Terrain Vehicle means a motor vehicle that is:
  1. equipped with a saddle, bench, or bucket seats for the use of:
    - (a) the operator; and
    - (b) a passenger, if the motor vehicle is designed by the manufacturer to transport a passenger;
  2. designed to propel itself with three or more tires;
  3. designed for off-highway use; and
  4. not designed primarily for farming or lawn care.
- B. Bicycle means a device that a person may ride and that is propelled by human power and has at least two wheels.
- C. Bus means:
  1. a motor vehicle used to transport persons and designed to accommodate more than 10 passengers, including the operator; or
  2. a motor vehicle, other than a taxicab, designed and used to transport persons for compensation.
- D. Commercial Motor Vehicle means a motor vehicle used to transport passengers or property that:
  1. displaying advertising insignia; and/or
  2. doing business within Inwood.

- E. Common Areas/Facilities means all property leased, owned or maintained by the Inwood P.U.D. Homeowners Association and/or the Inwood Swim Club, Inc. and including but not limited to streets, rights-of-way, easements, signs, fountains, statuary, parks, parkways, medians, islands, common security guardhouse, tennis court facilities, landscaping, walls, safety lanes, bridges, trails, green belts, parking areas swimming pool facilities and parking area, and other similar or appurtenant improvements.
- F. Electric Bicycle means a bicycle that is propelled by an electric motor, exclusively or in combination with the application of human power;
- G. Golf Cart means a motor vehicle designed primarily for transporting persons on a golf course.
- H. House Trailer means a trailer designed for human habitation. The term does not include manufactured housing.
- I. HUD-code manufactured home
1. means a structure:
    - (a) constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development;
    - (a) built on a permanent chassis;
    - (b) designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
    - (c) transportable in one or more sections; and
    - (d) in the traveling mode, at least 8 body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet.
  2. includes the plumbing, heating, air conditioning, and electrical systems of the home; and
  3. does not include a recreational vehicle as defined by 24 CFR Section 3282.8(g).
- J. **Light Truck** means a commercial motor vehicle that has a manufacturer's rated carrying capacity of one ton or less.
- K. Machinery means a device or system consisting of fixed and moving parts that alters, directs or modifies mechanical energy and transmits it to accomplish a specific objective.

- L. Manufactured Housing or Manufactured Home means a HUD-code manufactured home or mobile home.
- M. Mobile Home
1. means a structure:
    - (a) constructed before June 15, 1976;
    - (b) built on a permanent chassis;
    - (c) designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
    - (d) transportable in one or more sections; and
    - (e) in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet; and
  2. includes the plumbing, heating, air conditioning, and electrical systems of the home.
- N. Motorcycle means a motor vehicle, other than a tractor, that is equipped with a rider's saddle and designed to propel itself with not more than three wheels.
- O. Moped means a motor-driven cycle that cannot attain a speed in one mile of more than 30 miles per hour and the engine of which:
1. cannot produce more than two-brake horsepower; and
  2. if an internal combustion engine, has a piston displacement of 50 cubic centimeters or less and connects to a power drive system that does not require the operator to shift gears.
- P. Motor-Driven Cycle means a motorcycle equipped with a motor that has an engine piston displacement of 250 cubic centimeters or less. This term does not include an electric bicycle.
- Q. **Motor Vehicle** means:
1. any motor driven or propelled vehicle required to be registered under the laws of the State of Texas;
  2. an all terrain vehicle, as defined herein , designed by the manufacturer for off highway use that is not required to be registered under the laws of the state of Texas; or
  3. a motorcycle, motor driven cycle, or moped that is not required to be registered under the laws of the state of Texas.
- R. Passenger car means a motor vehicle, other than a motorcycle, used to transport persons and designed to accommodate 10 or fewer

passengers, including the operator.

- S. Recreational Vehicle means a vehicle primarily designed as temporary living quarters for recreational camping or travel use. The term includes a travel trailer, camping trailer, tent trailer or other similar camping unit, truck camper, and motor home. Recreational Vehicle includes both a motor driven vehicle and non-motor driven vehicles.
- T. Semi-trailer means a vehicle that is designed or used with a motor vehicle so that part of the weight of the vehicle and its load rests on or is carried by another vehicle.
- U. Trailer means a vehicle that
  - 1. is designed or used to carry a load wholly on the trailer's own structure; e.g. a boat; and
  - 2. is drawn by a motor vehicle.
- V. Truck means a motor vehicle designed, used or maintained primarily to transport property.
- W. Vehicle means a device in or by which a person or property is or may be transported or drawn on a highway, street and/or road.

#### IV. MISCELLANEOUS

- A. **Severability.** If any part, section, paragraph, sentence, phrase or word of this Parking Policy in this resolution is for any reason held to be unconstitutional, illegal, inoperative, invalid or ineffective, or if any exception to or limitation upon any general provision contained herein is held to be unconstitutional, illegal, inoperative, invalid or ineffective, the remainder of this Parking Policy in this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, inoperative, invalid or ineffective.

- B. **Choice of Law.** This Parking Policy is governed by the laws of the State of Texas and venue for any action involving this Parking Policy is in Bexar County, Texas.
- C. **Singular and Plural.** Whenever the singular form of any word is used in this Parking Policy, the same shall include the plural form of such word, whenever appropriate, and vice versa.
- D. **Supersedes Prior Policy.** This Parking Policy shall (a) supersede and repeal all prior written or other policies of any kind relative to the matters contained in this Parking Policy adopted prior to October 9, 2008, and (b) amend the parking policy adopted and approved on October 9, 2008, and further amended and approved on April 9, 2009 and July 16, 2009. Finally, this Parking Policy does not supersede the provisions of Declaration of Covenants, Conditions and Restrictions of any unit of the Inwood P.U.D.

*Amended and Approved on September 16, 2009.*

*Recorded in the Association's records on September 16, 2009.*

INWOOD P.U.D. HOMEOWNERS  
ASSOCIATION BOARD OF DIRECTORS

By: \_\_\_\_\_  
Ruben R. Barrera, President

ATTEST:

By: \_\_\_\_\_  
Jim Scott, Secretary