

**Prospector Square Property Owners Association
Parking Rules & Regulations**

SECTION 1- GENERAL

1-1 CITATION.

By this instrument the parking policies of the Prospector Square Property Owners Association, Inc. as applicable to the Prospector Square Subdivision in Park City, Utah, are amended and restated, and to be known as the *Prospector Square Subdivision Parking Policy Rules & Regulations* ("Parking Rules & Regulations").

1-2 APPLICATION.

These Parking Rules & Regulations, as amended and restated herein, were adopted by the Board of Directors of the Prospector Square Property Owners Association on the 26th day of April, 2016, pursuant to Section 7.2(c), Article 7 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Prospector Square Subdivision a Planned Commercial Development Park City, Summit County, Utah, as recorded in the Office of the Summit County Recorder on July 19, 1996 as Entry No. 00458513 in Book 00979, at Pages 00311 through 00351. These Parking Rules & Regulations are applicable to all Parking Lots within the Prospector Square Subdivision.

1-3 DEFINITIONS.

As used in these Rules & Regulations, the following terms shall have the meanings stated, unless the context clearly requires a different meaning:

- a) **ASSOCIATION.** The Prospector Square Property Owner's Association as incorporated in the State of Utah by its charter and by-laws as amended and restated.
- b) **BOARD.** The Board of Directors of the Association, and including the Association's property management company and other duly authorized agents.
- c) **COMMERCIAL VEHICLE.** Any automobile, truck, van or motorcycle that is used on a regular basis in conjunction with the operation of the business of an Occupant Owner or Tenant located in the Prospector Square Subdivision, which vehicle is not the personal automobile, truck, van or motorcycle of the Occupant Owner or Tenant.
- d) **INVITEE.** A customer, client, guest, business associate, service provider or member of the public to whom the commercial or residential premises at Prospector Square are held open for patronage, use or service.
- e) **MOTOR VEHICLE.** Any automobile, truck, van, motorcycle, recreational vehicle, or any other similar equipment or means of conveyance of persons or cargo that takes up no more than one parking space and is not a Commercial Vehicle or Non-Motorized Equipment.
(As the context requires, the term "Vehicle" may be used collectively, referring to both Motor Vehicles and Commercial Vehicles.)
- f) **NON-MOTORIZED EQUIPMENT ("EQUIPMENT").** Any transient or recreational type equipment that is non-motorized and is so designed as to require a Vehicle for mobility, including but not limited to coupled or uncoupled trailers (e.g. watercraft trailers, OHV trailers, travel trailers), and other similar non-motorized equipment belonging to or being used by an occupant owner of a residential unit or hotel or residential condo guest to the Prospector Square Subdivision.
- g) **OCCUPANT OWNER.** The owner of property in the Prospector Square Subdivision who/which occupies that property, either personally or through an entity in which the owner has a substantial ownership interest.
- h) **OVERSIZED VEHICLE.** Any Vehicle that occupies more than one (1) parking space due to its size.

- i) **PARK OR PARKING.** Stopping, standing, or leaving a Motor Vehicle, Commercial Vehicle or Non-Motorized Equipment unattended in a fixed spot or location on a Parking Lot for any length of time.
- j) **PARKING LOT.** Any parking area, whether at street surface level or below grade, which is located within the common areas of Prospector Square. Parking Lot shall also have the same meaning as defined in Article 1, Section 1.9 of the Amended and Restated Declaration.
- k) **PARKING PERMIT.** A permit to allow Parking in Parking Lots, validly issued by the Board or its authorized representative in accordance with the terms of these Rules & Regulations.
- l) **PROSPECTOR SQUARE.** The Prospector Square Subdivision, according to the official plat thereof on file in the office of the Summit County Recorder, and as further defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Prospector Square Subdivision, as both may be amended from time to time..
- m) **TENANT.** Any person or entity occupying property within Prospector Square pursuant to a valid lease or other tenancy agreement.

1-4 PARKING PROVIDED BY ASSOCIATION.

The Association owns and maintains Parking Lots for daily use by owners and Tenants of property in Prospector Square, along with their employees and Invitees. Only Parking activity is allowed on Parking Lots and only in parking spaces designated by lines painted on the pavement. No parking space may be restricted for a specific use or otherwise reserved by the Association or any owner or Tenant, except for time-restricted spaces as described in Section 3-2 below, or handicapped spaces, loading zones, overnight parking spaces or other similar restrictions and reservations as required by applicable law or otherwise deemed appropriate for restriction or reservation by the Board.

It is the policy of the Association to maximize the availability of parking in Prospector Square. Provided however, and due to the fixed number of parking spaces and the fluctuating nature of the occupancy of properties in Prospector Square, it is essential that the Association retain discretionary authority to determine policy for the issuance of permits as current circumstances or specific situations require, and to interpret these Parking Rules & Regulations accordingly, without necessity of formal amendment.

1-5 OVERNIGHT PARKING.

It is prohibited for any person, including owners, Tenants, employees and Invitees, to Park any Vehicle or Equipment on any Parking Lot from the hours of 1:00 am to 6:00 am (“overnight”), without displaying a valid Overnight Parking Permit.

1-6 ISSUANCE OF OVERNIGHT PARKING PERMITS.

- a) **Vehicles.** Residential and lodging properties may issue temporary overnight parking passes for guests and visitors of their property. These passes must contain the expiration date of the permit which should not be greater than seven (7) days from issuance. Residential property owners may issue annual overnight parking permits to owners and renters that reside within the property.
- b) **Commercial Vehicles.** Overnight Parking Permits may be issued with fees deemed appropriate an Occupant Owner and each of any owner’s Tenants for separate Vehicles owned or operated by that Occupant owner or any owner’s Tenant or Invitee. Parking Permits for Commercial Vehicles shall only be issued by the Management Company, on a calendar year basis. Overnight parking permits will not be issued for limos, shuttles or taxis, unless such vehicle is directly associated with a lodging property within PSPOA. All Parking Permits shall be prominently displayed on the permitted equipment at all times when located in a Parking Lot.
- c) **Oversized Vehicles.** Requests for a Parking Permit for an Oversized Vehicle greater than seven (7) days must be specifically approved by the Board and may include any additional or modified terms or fees

deemed appropriate by the Board.

d) Non-Motorized Equipment. Requests for a Parking Permit for Non-motorized equipment must be issued by the Management Company.

e) Requests for a Parking Permit for Oversized Non-Motorized Equipment must be specifically approved by the Board and may include any additional or modified terms or fees deemed appropriate by the Board.

f) All Parking Permits shall be prominently displayed on the permitted equipment at all times when located in a Parking Lot.

1-7 PARKING FOR MORE THAN 24 CONSECUTIVE HOURS ON PARKING LOTS.

It shall be improper to Park any Vehicle or equipment with an overnight parking permit on any Parking Lot from December 1 to April 1 for more than twenty-four (24) consecutive hours, or from April 2 to November 30 for more than seven (7) consecutive days, without prior permission from the Board, which must be expressly indicated on the authorizing Parking Permit. Moving a Vehicle or Equipment from one parking space to another or otherwise attempting to evade this restriction shall constitute a violation of this Subsection 1-7.

1-7 USE OF PARKING LOTS FOR CONSTRUCTION VEHICLES AND STAGING.

Any Parking or use of Parking Lots in connection with construction, remodel, staging of construction vehicles or equipment or improvement activities or other special use by an owner, Tenant or their agent or representative must be approved in writing in advance by the Board or its management company, which writing shall indicate, at a minimum, the specific duration, type, location and cost of any such use.

1-9 ENFORCEMENT.

The Board is authorized to enforce these Rules & Regulations as provided herein and by all other lawful means, including without limitation ticketing, towing or booting a Vehicle or removing Equipment.

The Board shall have the discretion to set or approve ticket or fine amounts to the full extent permitted by law. The Association shall have no liability for damage to or destruction of any manner of Vehicle or Equipment, nor for any personal property located within or without such vehicle or equipment, which may result from the enforcement of these Parking Rules and Regulations. The agents, representatives and independent contractors of the Association with the authority to enforce these Rules & Regulations shall have the discretion to take collection or other enforcement action in accordance with their own policies or as otherwise permissible under applicable law.

1-10 VEHICLE OWNER RESPONSIBLE FOR VIOLATION.

The registered owner of any Vehicle or Equipment which is Parked in Prospector Square is deemed to be in control of the Parking of that Vehicle or placement of that Equipment in any Parking Lot, whether personally or vicariously through the registered owner's agent or other permittee. By allowing a Vehicle to be Parked or Equipment to be placed in a Parking Lot in Prospector Square, the owner thereof is deemed to have subjected themselves to these Parking Rules & Regulations and is deemed to be responsible for the violation thereof. It shall not be a defense to liability for the payment of any ticket or fine assessed, permit revocation or other enforcement remedy taken that the owner of the Vehicle or Equipment in violation did not personally commit that violation.

1-11 DISCRETION OF BOARD.

Notwithstanding any other provision to the contrary contained herein, the Board shall have wide discretion to issue or revoke Parking Permits and to otherwise interpret, apply and enforce these Parking Rules & Regulations as it deems appropriate for the benefit and well-being of the Association and its members.

SECTION 2 - STANDARD PARKING REGULATIONS

2-1 PARKING PROHIBITED IN CERTAIN PLACES.

It shall be a violation for any person to Park a Vehicle or Equipment, in any of the following places on a Parking Lot:

- a) On or across a sidewalk;
- b) At any place marked in any manner as a no-parking zone;
- c) In a manner that obstructs snow removal;
- d) In any space designated "Handicapped", or otherwise reserved for the mobility disabled under the qualifications of the Americans with Disabilities Act, when not displaying proper distinguishing license plates or other government approved placard or permit indicating that an occupant or user of said Vehicle or Equipment is mobility disabled under the qualifications of the Americans with Disabilities Act or other similar law; or
- e) In any restricted or specially designated Parking space in violation of the applicable restriction or designation for that space.

2-2 PARKING MAY NOT OBSTRUCT TRAFFIC.

It shall be prohibited to Park a Vehicle or Equipment on a Parking Lot in any manner that obstructs the street, refuse containers, sidewalks, driveways or loading zones and impedes the free movement of vehicular or pedestrian traffic, removal of refuse or delivery of goods in Prospector Square.

2-3 PARKING FOR CERTAIN PURPOSES PROHIBITED.

It shall be prohibited to Park a Vehicle or Equipment on any Parking Lot for the following purposes:

- a) Displaying the Vehicle or Equipment for sale;
- b) Greasing, servicing, or repairing the Vehicle or Equipment, except to the extent necessary in an emergency to move a disabled such Vehicle or Equipment;
- c) Displaying of advertising;
- d) Selling food or other merchandise, or soliciting orders for food or merchandise, except as specifically approved by the Board and in compliance with applicable ordinances or laws; or
- e) Camping or use of a vehicle as either temporary or permanent living quarters, abode or place of habitation either overnight or day by day , except as specifically approved by the Board and pursuant to an issued Parking Permit.

2-4 CONDITION OF UNATTENDED VEHICLES.

Any vehicle parked in any Parking Lot must be maintained and presentable. Vehicles must be in operating condition and free of leaks, have no flat tires or other issues. It shall be prohibited for any person to Park any Vehicle on a Parking Lot without stopping the engine, locking the ignition, and removing the key from the ignition.

2-5 OVERSIZED VEHICLES AND EQUIPMENT.

It shall be prohibited to Park any Vehicle or Equipment which takes up more than one marked space in any Parking Lot without first being issued a Parking Permit for such Oversized Vehicle or Equipment.

2-6 VEHICLE WEIGHT LIMIT ON PARKING LOT D.

The use of the surface of Parking Lot D is limited to Vehicles with an axle weight not exceeding five (5) tons. Notwithstanding any other provision to the contrary contained herein, violation of this policy may result in a fine of not less than One Hundred (\$100) Dollars per violation, together with liability for the cost of repairing any damage to the Lot D parking structures and associated equipment, as well as liability arising from personal injury or death resulting from the violation of this Section 2-6. Such liability for fine, damage or injury may be assessed or asserted against a member of the Association, or owner of property in Prospector Square, and/or the Tenant of such owner who knowingly allows its employees, agents, contractors, subtenants, or Invitees to violate this Section 2-6. The Association may place signs referring to the weight limits and/or this provision at the entrances to Parking Lot D in accordance with Section 3-1 hereof. In addition to any other means of enforcement permitted herein, the Board is authorized to enforce the policy set forth in this Section 2-6 by any lawful means available, including, without limitation, the use of height restricting devices or equipment.

2-7 REGISTRATION AND LICENSING.

All Vehicles and Equipment must bear and display current license and registration identifications. If not so properly identified, the Board may notify the appropriate authorities or otherwise cause the removal of such unlicensed or unregistered Vehicle or Equipment.

SECTION 3 - PARKING SIGNS

3-1 SIGNS.

The location, type, and design of all Parking control signs shall be determined by and subject to the control of the Board.

3-2 SIGNAGE FOR TIME OR OTHER RESTRICTED PARKING SPACES.

At the request of a building owner or on its own initiative, the Board may designate a reasonable number of parking spaces directly in front of any building for restricted Parking time, delivery only or other use. Signage indicating any applicable restriction shall be installed directly in front of the designated parking space(s). If no common area is available to install signage, the owner benefitted by the restricted Parking shall allow the permanent installation of such signage on that owner's property or building. The expense for the design, materials and installation of any special restriction sign shall be paid by the owner of the property benefitted by that signage, unless otherwise determined by the Board. The Board shall enforce such Parking space restrictions as deemed appropriate.