

WARMINSTER HEIGHTS HOME OWNERSHIP ASSOCIATION, INC.



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September 14, 2021

POLICY ON OVERSIZED VEHICLES

PLEASE TAKE NOTICE at its regularly scheduled meeting held on September 14, 2021, the Board of Directors of the Warminster Heights Home Ownership Association, Inc. ("Board") passed a motion prohibiting the parking of oversized vehicles on Warminster Heights property, except within the confines of the fenced Potter Street parking lot in accordance with the Policy adopted by Resolution #2021-02 (enclosed).

This policy was adopted by the Board after consultation with its Solicitor and based upon the concern by residents regarding visitor or overflow parking, etc. The Board understands certain members of the Warminster Heights community presently have oversized vehicles and will require a reasonable opportunity to find other storage accommodations and remove those oversized vehicles, if not placed in the Potter Street parking lot.

Therefore, enforcement of the ban on parking oversized vehicles (except as spelled out in the enclosed Resolution) will become effective in sixty (60) days (from September 14, 2021) on November 14, 2021.

An inspection of the entire Warminster Heights community will be conducted on or after November 14, 2021, to ensure existing oversized vehicles are relocated to the Potter Street lot (if awarded a license per Resolution #2021-02 (enclosed)), or relocated from the Association's property. Parking in violation of this policy will result in the towing of the oversized vehicle at the member's expense and possible termination of membership upon notice in accordance with the governing documents and applicable laws.

Thank you for your attention and cooperation.

ENCLOSURE

WARMINSTER HEIGHTS HOME OWNERSHIP ASSOCIATION, INC.

RESOLUTION #2021 - 02

ADOPTING OVERSIZED VEHICLE POLICY

WHEREAS, Warminster Heights Home Ownership Association, Inc. ("WHHOA") is a Pennsylvania not-for-profit corporation organized to provide safe and affordable cooperative housing;

WHEREAS, the WHHOA Board of Directors ("Board") is empowered by its by-laws, the Pennsylvania Nonprofit Corporation Law, 15 Pa.C.S.A. §5101 *et. seq.* and the Pennsylvania Real Estate Cooperative Act, 68 Pa.C.S.A. §4201 *et. seq.* to make rules, and adopt reasonable nondiscriminatory regulations, in furtherance of the Corporation's purposes and functions;

WHEREAS, the Board has determined there is insufficient parking within the Warminster Heights community to safely and conveniently accommodate the number of motorized vehicles used by Members and their authorized household occupants and guests, including private passenger motor vehicles, commercial vehicles and recreational vehicles;

WHEREAS, the Board deems it necessary and advisable to prohibit parking of oversized vehicles (as defined below) on and off the streets of Warminster Heights to promote the safety and convenience of the residents of the Warminster Heights community,

NOW THEREFORE, it is hereby **RESOLVED**:

1. The foregoing "Whereas Clauses" are not mere recitals, but are a part of this Resolution as if each of the Whereas Clauses was set forth here at length.

2. Parking of oversized vehicles on Warminster Height's property shall be strictly prohibited, except within the confines of the fenced Potter Street parking lot in accordance with the Policy adopted by this this Resolution ("Policy"), as may be amended by the Board upon notice to the membership.

3. For purposes of this Policy an "oversized vehicle" is any vehicle (motorized and non-motorized) measured from bumper-to-bumper that does not squarely fit within the confines of a parking stall that is ten feet wide by twenty feet long (10' x 20'), including recreational vehicles, commercial vehicles, campers, boats, trailers and the like.

4. Parking of oversized vehicles shall only be permitted in the Potter Street parking lot in accordance with this Policy.

5. Any member wishing to apply for a license to use the Potter Street lot shall be required to submit a written application to the management office and provide the following information: (i) the year, make and model of the oversized vehicle; (ii) the license plate number; (iii) a copy of the vehicle's registration; (iv) a copy of a current certificate of insurance; and (v) such additional information as may be reasonably required by the Board of Directors.

6. No license to park an oversized vehicle in the confines of the fenced Potter Street lot shall be issued until such time as the information required by Paragraph Five (5) above has been furnished to management and a Release and Waiver of Liability and Indemnity agreement in the form attached to this Resolution has been executed by the owner of the oversized vehicle.

7. Only one (1) oversized vehicle per member-household shall be licensed to park in the Potter Street lot and parking shall only be in a space designated by the issued license. No application for a license shall be deemed complete until all information required by this Policy has been submitted.

8. No maintenance of any kind will be permitted while the oversized vehicle is parked in the Potter Street lot.

9. Use or occupancy of the oversized vehicle while parked in the Potter Street lot is strictly prohibited and shall result in the immediate revocation of the license.

10. Any damage to the parking lot as a result of fluid leakage or otherwise caused by a member or the member's oversized vehicle shall be the sole and exclusive responsibility of the member.

11. The oversized vehicle must be and remain continuously registered, inspected and insured. Any oversized vehicle that is not continuously registered, inspected and insured will result in immediate revocation of the license to park in the Potter Street lot. Proof of current registration, inspection and insurance shall be provided to the Management Office on an annual basis, or more frequently upon request by management.

12. There shall be no fee to license the use of the Potter Street lot during the initial twelve month period from the date a license is granted. Thereafter, a licensing fee in an amount determined by the Board shall be assessed annually upon any member wishing to renew the license. Licenses issued to members in accordance with this Policy shall automatically expire one (1) year from the date the license is issued, unless sooner renewed. Licensing fees shall be used exclusively to maintain, repair and operate the Potter Street lot and for no other purpose.

13. If the number of applications to license use of the Potter Street lot exceeds the capacity of the parking lot, licenses shall be granted by placing the names of each applicant who has submitted a complete application in accordance with Paragraph Five (5) above into a hat and drawn randomly by a member of the Board of Directors at the first regular Board meeting following the effective date of this Policy. Any applicant not selected will be placed on a waiting list in the order his or her name is drawn. Applications submitted after the Potter Street lot has reached maximum capacity and the foregoing raffle has been completed shall be wait-listed in the order of the date a complete application has been received. BEING ON THE WAIT-LIST SHALL NOT EXCUSE THE MEMBER FROM REMOVING THE OVERSIZED VEHICLE FROM THE ASSOCIATION'S PROPERTY UNTIL SUCH TIME AS A LICENSE TO PARK IN THE FENCED POTTER STREET LOT HAS BEEN ISSUED.


14. An inspection of the entire Warminster Heights community will be conducted by the Managing Director or a nominee within thirty (30) days of the effective date of this Resolution (or within 30 days of the completion of the raffle described in Paragraph 13 above, if required) to ensure existing oversized vehicles are relocated to the Potter Street lot (if awarded a license) or relocated from the Association's property. **NO OVERSIZED VEHICLE SHALL BE PARKED OVERNIGHT ANYWHERE ON THE ASSOCIATION'S PROPERTY EXCEPT IN THE POTTER STREET LOT IN ACCORDANCE WITH THIS POLICY. PARKING IN VIOLATION OF THIS POLICY WILL RESULT IN THE TOWING OF THE OVERSIZED VEHICLE AT THE MEMBER'S EXPENSE AND POSSIBLE TERMINATION OF MEMBERSHIP UPON NOTICE IN ACCORDANCE WITH THE GOVERNING DOCUMENTS AND APPLICABLE LAWS.**

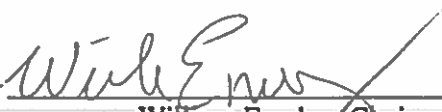
15. The Managing Director or his designee is directed to post a copy of this Resolution to the Warminster Heights' webpage within five (5) days. Additionally, the Managing Director or his designee shall deliver a copy of this Resolution to each member-household and certify when delivery has been completed.

BE IT SO RESOLVED, this 14 day of September 2021, effective in sixty (60) days, by a majority vote of the Board of Directors.

ATTEST:

Warminster Heights Home Ownership Association, Inc.


Secretary

By: 
William Emsley, Chairman/President

IMPORTANT NOTICE

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

Warminster Heights Home Ownership Association, Inc. ("Warminster Heights") shall permit its members the use the fenced-in parking lot located on Potter Street to park oversized vehicles (the "Lot") in accordance with the attached Large Vehicle Policy (the "Policy"). Warminster Heights assumes no liability for bodily injury or property damage suffered by any Member and/or by a household member or authorized guest (hereinafter collectively referred to as "Member") arising from or related to the use of the Lot, including, but not limited to compensatory, consequential and/or punitive damages. Any Member using the Lot assumes full responsibility for such injuries or damages. In consideration for the Member being permitted to enter and use the Lot for the purposes authorized by the Policy, the Member agrees to the following:

1. The Member for himself or herself, and on behalf of his/her agents, heirs, successors and/or assigns releases and holds Warminster Heights, its directors, officers, employees, and agents harmless from all liability to a Member and/or to a Member's agents, heirs, successors and/or assigns and forever gives up any claim or demand therefor on account of any injury to a Member's person or property, including injury leading to the death of Member, whether caused by the active or passive negligence of Warminster Heights or otherwise, to the fullest extent permitted by law to the extent said injury or damage arises from or is related to use of the Lot pursuant to the Policy.

2. The prevailing party in an action brought to recover damages for bodily injury or property damage arising from or related to the use of the Lot shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

3. The nature of the legal relationship between Warminster Heights and any Member using the Lot is that of a licensor-licensee. Warminster Heights grants Member a revocable license authorizing Member's use of the Lot for as long as the license remains in effect. Warminster Height may terminate the license at any time upon at least thirty (30) days' prior written notice for a violation of the Policy or for any other reason deemed appropriate by the Warminster Heights' Board of Directors acting within the Board's sound business judgment.

4. The Member executing this Important Notice agrees to the foregoing terms, represents he or she has read this Important Notice and understands that Warminster Heights is under no duty to safeguard or protect the Member or the Member's property while located in, on or upon the Lot.

Dated: _____