

WATERLEFE COMMUNITY DEVELOPMENT DISTRICT (CDD) PARKING POLICIES
STATEMENT RESERVATION OF AMENDMENT POWER

The Board of Supervisors of the CDD reserve the right to amend, at any time, the policies contained herein at their sole and absolute discretion.

NOTICE

Failure to comply with the policies stated herein may possibly result in towing / removal of the violating personal property (watercraft, trailer, RV, etc.) or vehicle (car, truck, motorcycle) at owner's expense.

Park At Your Own Risk: The CDD assume no liability for any theft, vandalism and / or damage that might occur to personal property and / or vehicles parked on their property.

In the event theft, vandalism and/or damage occurs to either personal property or vehicles, affected owners are advised to contact the local law enforcement. In the event theft, vandalism and/or damage occur, District staff or designee will not contact local law enforcement on behalf of affected owners.

Enforcement of this parking policy shall be the responsibility of the Waterlefe Master Property Owners' Association (WMPOA) and/or its designee.

SECTION I: DESIGNATED PARKING AREAS

Street Parking:

NO PARKING on Waterlefe Boulevard.

No parking within 250 feet of either side of any entrance gate to Waterlefe.

No parking at any time within the circular portion of the roadway on a Cul-De-Sac.

All street parking shall be done in a manner so as not to block traffic on any roadway, intersection, fire hydrant, driveway, or mailbox.

All street parking shall leave sufficient room for mail delivery to mailboxes and sufficient room for garbage and recycling collections.

Parking on the street is permissible as long as the vehicle is in compliance with all provisions of this policy. However, vehicles parked on the street must be moved at least once every 48 hours.

Violations of any of the above may result in the immediate towing and/or removal of the vehicle or personal property in accordance with provisions of this policy.

Community Parking Lot:

The community parking lot is the parking lot servicing the golf course and River Club. Parking is permitted in the community parking lot for a period of up to 48 hours. After 48 hours, the vehicle must be moved to another parking space. Any vehicle parked in the same parking space for more than 48 hours is subject to being towed.

Section II - Towing and Removal Procedure

1. Signage and Language Compliance.
 - a. The appropriate towing signage and verbiage will be posted on District Property in conformance with applicable Florida Statutes.
2. Issuance of Written Warning Notice.
 - a. The WMPOA or its designee may, at its discretion, issue a "24-Hour Violation Notice" to a vehicle or personal property in violation of this policy. If the violation is not brought into compliance of this policy by the end of the 24 hour period, the WMPOA or its designee may have the vehicle or personal property towed.
 - i. Notice to be placed on highly visible area of violating personal property and/or vehicle.

- ii. Digital photograph of violating personal property or vehicle (to include identifying license plates or registration numbers if/whenever possible).
 - iii. Location of personal property and/or vehicle violation (as described above).
 - iv. Description of violation.
 - v. Date and time of Written Warning Notice issuance.
 - a) Long date format (e.g., Tuesday, May 26, 2009).
 - b) 24-hour clock format (e.g., 16:30).
 - c) Date of potential personal property and or vehicle tow / removal, if not removed.
 - vi. Contact information of WMPOA or designee.
3. Owner will have 24 hours from issuance of Written Warning Notice (date and time) to remove the violating personal property and/or vehicle.
- a. The following information will be kept on file at the Waterlefe–Property Management Office:
 - i. Copy of Written Warning Notice issuance
 - a) Date and time of Written Warning Notice issuance.
 - 1) Long Date Format (e.g., Tuesday, May 26, 2009).
 - 2) 24-Hour Clock format (e.g., 16:30).
 - ii. Log of date the personal property and/or vehicle was towed / removed.
 - a) Long Date Format (e.g., Wednesday, May 27, 2009).
 - b) 24-Hour Clock format (e.g., 16:40).
 - iii. Digital photograph of violating personal property and/or vehicle.
4. Tow / Removal Appeal and Cost Reimbursement.
- a. Any person(s) has the right to dispute and request cost reimbursement for a tow and / or removal action by appealing to the WMPOA Board.
 - i. An appeal must be submitted in writing to the WMPOA for placement on the next regularly scheduled WMPOA meeting agenda.

- ii. The WMPOA must be in receipt of such appeal no fewer than ten (10) calendar days prior to the next regularly scheduled WMPOA meeting.
- b. Any person(s) appealing a tow and/or removal action will be governed by the following conditions:
 - i. Must be physically present at meeting in which the appeal will be heard by the WMPOA.
 - a) Failure of attendance will result in dismissal of appeal with no resubmission on future WMPOA agenda docket.
 - ii. Argument and basis for appeal will be limited to five (5) minutes per account.
 - iii. Must furnish own copies of any documentation to present to the WMPOA supplementing the argument and basis for the appeal (if applicable).
- c. The WMPOA reserves the right to grant or deny any appeal and cost reimbursement at its sole and absolute discretion.
 - i. WMPOA action(s) will be resolved by way of successful Board motion.

Section III - Administration and Responsibilities

1. All vehicles shall be towed and stored by a licensed private vendor selected by the WMPOA.
2. All costs for towing and storage of a vehicle that is towed as a result of a violation of this policy shall be the responsibility of the owner, leasee or renter of said vehicle.
3. Any loss of property or damage to a vehicle that has been towed shall be the responsibility of the owner, leasee, or renter of the vehicle.