

Southern Comfort Homeowners' Association
Directory of Policies, Procedures, and CC&Rs

V. Vehicles and Parking.

- A. Defined Vehicles.** This Policy applies to all types of vehicles and devices as defined or enumerated herein, and includes but is not limited to boats, boat trailers, trucks, truck campers, house trailers, mobile homes, motor homes, tiny homes, sprinter vans, trailers (including utility), and trailered vehicles and devices (e.g., snow machines, jet skis, wave runners, motorcycles, ATVs, and others) (all of the preceding being “defined vehicles” herein).
- B. Restrictions.** The Declaration requires a minimum of two (2) parking spaces per Lot, one each for a resident and a guest. Lot owners are not allowed to park or to store defined vehicles in the driveway of their Lots indefinitely unless (a) in a parking area and (b) adequately screened from neighboring properties and from the main roadways within the subdivision. Without limiting the foregoing, residents are specifically prohibited from parking or storing defined vehicles (i) in their front, back, or side yards, (ii) on lawns or the grass areas of any Lot or the Common Area, (iii) any place that is within the public view, or (iv) on any portion of the Common Area, except in each case upon prior written approval by the Board, which approval may include requirements for adequate screening. Residents are permitted to park and store defined vehicles inside their garages.
- C. Screening.** “Adequate screening” shall consist of enclosure on at least two (2) sides of the defined vehicle by a fence at least five (5) feet in height. The fence must conform to Declaration requirements and must receive prior approval by the Association.
- D. Temporary Parking.** Residents may temporarily park defined vehicles without screening in their driveways for loading, unloading, cleaning, or similar limited purposes for a period of up to seven (7) consecutive days. Thereafter, the continued presence of the defined vehicle will be subject to action by the Association. To ensure clarity concerning temporary presence, following each temporary period of up to seven (7) consecutive days the defined vehicle must be removed from the subdivision for a period of no less than fourteen (14) consecutive days unless and until adequate screening of the defined vehicle has been first completed.
- E. Guests.** These Rules and Procedures apply in all respects to the defined vehicles of any and all guests or invitees of the Lot Owner.
- F. Waiver.** A Lot Owner may make a written application to the Board for an extension of time or other relief from the requirements of this Policy on behalf of himself or an invitee or guest. An application may be based on extenuating circumstances or for other good cause shown. By way of example and not of limitation, good cause may consist of the need for a one-time de minimis extension; or for a specific period necessary to complete mechanical repairs then in process; or for a specific, reasonable period to remove a defined vehicle to an alternate site outside the subdivision, for which removal some provision has already been made; or for a reasonable extension to accommodate the defined vehicle of a guest or invitee. The Board will timely review and approve or disapprove any application in writing, including in its response any conditions appropriate to the circumstances.
- G. Definitions.** The following definitions are incorporated herein (statutory and code sources are [bracketed] for reference):

- [IC 39-4105. DEFINITIONS . . . (9)] “**Mobile home**” means a factory-assembled structure or structures generally constructed prior to June 15, 1976, and equipped with the necessary service connections and made so as to be readily movable as a unit or units on their own running gear and designed to be used as a dwelling unit or units with or without a permanent foundation.
- [IC 49-114. DEFINITIONS . . . (14)] “**Motor home**” means a vehicular unit designed to provide temporary living quarters, built into an integral part or permanently attached to a self-propelled motor vehicle chassis. The vehicle must contain permanently installed independent life support systems that meet the national fire protection association (NFPA) 1192 standard on recreational vehicles, and provide at least four (4) of the following facilities: cooking, refrigeration or icebox, self-contained toilet, heating and/or air conditioning, a potable water supply system, including a faucet and sink, separate 110-125 volt electrical power supply and/or LP-gas supply.
- [IC 49-121. DEFINITIONS . . .]
 - (6) “**Trailer**” means:
 - (a) General. Every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle. . . .
 - (10) “**Truck**” means: . . .
 - (c) **Pickup truck**. Every motor vehicle eight thousand (8,000) pounds gross weight or less which is designed, used or maintained primarily for the transportation of property.
 - (d) **Truck camper**. A portable unit constructed to provide temporary living quarters for recreational, travel or camping use, consisting of a roof, floor, and sides, designed to be loaded onto and unloaded from the bed of a pickup truck, and containing at least one (1) of the following facilities: stove; refrigerator or icebox; self-contained toilet; heater or air conditioner; potable water supply including a faucet and sink; separate 110-125 volt electrical power supply; or LP-gas supply. . . . A truck camper does not include pickup hoods, shells or canopies.
- [IC 49-122. DEFINITIONS . . . (7)] “**Utility trailer**” means a trailer or semitrailer designed primarily to be drawn behind a passenger car or pickup truck for domestic and utility purposes.
- [BCC Title 9, Chapter 2. Definitions. . . .] **Tiny Home on Wheels**: a recreational vehicle unit that is between 150 and 400 square feet in size and that provides independent living facilities for one or more person, which includes permanent provisions for living, sleeping, eating, cooking and sanitation and has been certified to meet ANSI A119.5 Standards.
- “**Maintain**” from Merriman Webster ([Maintain Definition & Meaning – Merriam-Webster](#)) “to keep in an existing state” and “to continue or [persevere](#) in.”
- “**House trailer**” from Merriman-Webster ([House trailer Definition & Meaning – Merriam-Webster](#)) means “mobile home.”