



RIVERTOWN PARK MASTER ASSOCIATION

PARKING & VEHICLE USE POLICY

1. Purpose

The Rivertown Park Master Association maintains and controls the private roadways, parking areas, and related common areas within the Rivertown Park community.

The purpose of this Policy is to establish clear and consistent rules governing parking and vehicle use on Master Association property, maintain safe and unobstructed access, preserve parking areas for their intended purposes, and prevent Master Association parking areas from being used as a substitute for required residential parking.

The roadways and parking areas governed by this Policy are privately owned and/or controlled by the Rivertown Park Master Association and are maintained for the benefit of the Rivertown Park community and authorized users.

2. Governing Document Requirements

The Rivertown Park governing documents provide that General Common Elements shall not be used for the storage of supplies or personal property.

The governing documents further provide that vehicles shall not be parked on or along roadways except in connection with approved parties or receptions generating a need for off-site parking, and that Co-owners shall not personally use or obstruct guest parking areas located on the Common Elements without prior consent of the Association.

This Policy establishes reasonable procedures and requirements for administering and enforcing those provisions.

3. Roadway Parking

Parking on or along Master Association roadways is prohibited except when specifically authorized by the Master Association.

Limited temporary roadway parking may be permitted for visitors, contractors, service providers, deliveries, approved events, or other temporary circumstances when authorized and when such parking does not create a safety concern or unreasonable obstruction.

Temporary roadway parking:

- Shall not be used as regular or recurring residential parking;
- Shall not obstruct traffic or emergency vehicle access;
- Shall not block driveways, mailboxes, fire hydrants, sidewalks, or other access points;
- Shall not occur in or around roundabouts or roadway islands;
- Shall not occur at or near community entrances in a manner that interferes with visibility, traffic flow, safety, or appearance; and
- Remains subject to restriction or removal by the Master Association when reasonably necessary.

Permission for temporary parking in one circumstance does not establish a continuing or future right to park on Master Association roadways.

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4. Clubhouse Parking Lot

The clubhouse parking lot is reserved for persons who are actively using the clubhouse, pool, spa, Fitness Center, or attending an authorized clubhouse or Master Association event.

The clubhouse parking lot is not an overflow residential parking area and shall not be used as a substitute for parking at a residence.

Residents shall not park vehicles in the clubhouse parking lot for the purpose of:

- Overnight residential parking;
- Regular or recurring residential parking;
- Additional household vehicle storage;
- Avoiding use of a residence's garage or driveway; or
- Storing or leaving a vehicle while the resident is not actively using a Master Association facility or attending an authorized event.

Vehicles parked in the clubhouse lot without authorized clubhouse or amenity use may be subject to enforcement and/or towing at the vehicle owner's expense in accordance with this Policy and applicable law.

5. Tennis Court Overflow Parking

The parking area near the tennis courts may be used for limited and temporary overflow parking when additional parking is reasonably necessary.

THE TENNIS COURT PARKING AREA IS NOT AN EXTENSION OF A RESIDENT'S DRIVEWAY OR GARAGE AND SHALL NOT BE USED AS REGULAR, DAILY, OR RECURRING RESIDENTIAL PARKING.

The tennis court parking area is intended to accommodate temporary overflow needs, such as:

- Short-term guest parking;
- Temporary circumstances creating an unusual parking need;
- Approved community or private events; or
- Other limited circumstances authorized by the Master Association.

Residents shall first utilize the parking available at their residence, including their garage and driveway, before using the tennis court overflow parking area.

Repeated use of the tennis court parking area by the same resident, household, or vehicle may be considered regular residential parking even when an individual parking occurrence is less than twenty-four (24) hours.

The Master Association may consider the frequency, duration, pattern, and circumstances of parking when determining whether the parking area is being improperly used as a substitute for residential parking.

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6. Parking Longer Than 24 Hours

Any vehicle remaining in the tennis court overflow parking area for more than twenty-four (24) hours requires prior approval from the Master Association or management.

Approval must be obtained before the vehicle exceeds the 24-hour period.

Approval for extended parking is temporary, may include conditions or an expiration date, and does not establish a continuing right to use the parking area.

The Master Association may deny, condition, modify, or revoke extended-parking approval when reasonably necessary based upon parking availability, events, maintenance, snow or ice removal, weather, safety, security, or other operational considerations.

7. Prohibited Vehicles and Uses

Unless specifically authorized by the Master Association, Master Association parking areas shall not be used for the parking or storage of:

- Commercial vehicles;
- Trailers;
- Campers;
- Motor homes or recreational vehicles;
- Boats or watercraft;
- Boat trailers;
- Utility trailers;
- Unregistered or inoperable vehicles; or
- Other vehicles or equipment that the Master Association reasonably determines are inconsistent with the intended use of the parking area.

Master Association roadways and parking areas shall not be used for long-term vehicle storage.

Temporary permission granted by the Master Association for a particular vehicle or circumstance does not establish a continuing right to park or store that vehicle on Master Association property.

8. Parking Location and Safety

All vehicles must be parked within designated parking spaces where provided.

Vehicles shall not:

- Block another vehicle;

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- Block entrances, exits, sidewalks, driveways, fire lanes, hydrants, dumpsters, or emergency access;
- Park in or around roundabouts or roadway islands;
- Park on lawns, landscaped areas, islands, or other areas not designated for vehicle parking;
- Interfere with snow or ice removal, maintenance, landscaping, trash collection, construction, or other Association operations;
- Create a safety hazard or unreasonable obstruction; or
- Be parked in a manner that damages Master Association property.

The Master Association may require vehicles to be temporarily relocated for weather, snow or ice removal, maintenance, construction, landscaping, events, emergencies, safety concerns, or other operational needs.

9. Events and Temporary Parking

The Master Association may authorize additional or temporary parking arrangements for approved clubhouse rentals, community events, parties, receptions, construction activities, or other circumstances creating a temporary parking need.

Any such authorization may include specific parking locations, time limitations, vehicle restrictions, or other reasonable conditions.

Temporary authorization for event parking does not convert a roadway, clubhouse parking space, tennis court parking space, or other common area into permanent or regular residential parking.

The Master Association may modify or revoke temporary parking arrangements when reasonably necessary due to safety, weather, emergency, maintenance, or operational conditions.

10. Responsibility for Residents and Guests

Residents are responsible for complying with this Policy and for ensuring that members of their household, tenants, guests, invitees, contractors, and other persons associated with their residence comply with applicable parking requirements.

A resident may be held responsible for parking violations involving a vehicle associated with the resident's household, tenant, guest, invitee, contractor, or other associated person.

Violations may result in enforcement action involving the applicable Neighborhood Association in accordance with the Rivertown Park Master Association Enforcement, Fine & Amenity Access Policy.

Formal enforcement notices, monetary fines, charges, and other sanctions imposed by the Master Association shall be directed to the applicable Neighborhood Association in accordance with the Master Association's governing documents and enforcement policies.

11. Towing and Vehicle Removal

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The Rivertown Park Master Association owns and/or controls the private roadways and parking areas governed by this Policy and reserves the right to regulate parking and vehicle use on such property in accordance with the governing documents and applicable law.

Vehicles located on Master Association property may be towed or removed at the vehicle owner's expense when authorized by this Policy and permitted by applicable Michigan law.

Towing or removal may be used to address a violation of this Policy or when reasonably necessary for the safe, orderly, or continued use, maintenance, or operation of Master Association property.

Circumstances that may result in towing or removal include, but are not limited to:

- Unauthorized parking in the clubhouse parking lot;
- Regular, recurring, or otherwise improper use of the tennis court overflow parking area;
- Parking in a prohibited or unsafe location;
- Blocking roadways, entrances, exits, driveways, fire lanes, emergency access, sidewalks, or other vehicles;
- Parking that interferes with the use or operation of Master Association property;
- Unauthorized commercial vehicles, trailers, campers, recreational vehicles, boats, or other prohibited vehicles or equipment;
- Vehicles remaining beyond an approved parking period;
- Abandoned, inoperable, or unregistered vehicles;
- Snow or ice removal;
- Severe or anticipated severe weather;
- Fire, flooding, storms, or other hazardous conditions;
- Maintenance, repairs, landscaping, or construction;
- Approved events or temporary parking restrictions;
- Emergency or public-safety conditions; or
- Repeat or continuing violations of this Policy.

When reasonably practical, the Master Association may provide notice or an opportunity to relocate a vehicle before towing.

However, prior individual notice is not guaranteed and may not be provided when immediate removal is reasonably necessary for snow or ice removal, severe weather, maintenance, emergency access, safety, an unexpected operational need, or other circumstances requiring an area to be cleared, subject to applicable law.

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The Master Association may establish temporary No Parking / Tow Away areas or require vehicles to be relocated when reasonably necessary for snow removal, weather, maintenance, construction, events, emergencies, or other operational purposes.

All towing, storage, recovery, and related charges shall be the responsibility of the vehicle owner to the extent permitted by applicable law.

Nothing in this Policy requires the Master Association to issue progressive warnings before towing a vehicle when towing is otherwise authorized and permitted by law.

12. Enforcement

Violations of this Policy may result in warnings, monetary fines, towing or removal at the vehicle owner's expense, reimbursement of costs, suspension of applicable amenity privileges, or other enforcement action as provided by the Rivertown Park Master Association Enforcement, Fine & Amenity Access Policy and the governing documents.

More than one enforcement remedy may be imposed when warranted by the circumstances.

The Master Association may consider the nature, duration, frequency, location, safety impact, prior violations, cooperation, and other relevant circumstances when determining appropriate enforcement action.

Nothing in this Policy requires progressive enforcement before a higher-level enforcement action is taken when warranted by the circumstances.

13. Temporary Parking Restrictions

The Board of Directors or management may temporarily restrict, close, reserve, or modify the use of any Master Association roadway or parking area when reasonably necessary due to:

- Snow or ice removal;
- Severe or anticipated severe weather;
- Maintenance or repairs;
- Construction or landscaping;
- Approved events;
- Safety or security concerns;
- Emergency access;
- Fire, flooding, storms, or other hazardous conditions; or
- Other operational circumstances.

Vehicles must be relocated in accordance with any temporary parking restriction, posted notice, or request from the Master Association or management.

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When reasonably practical, notice of a temporary restriction will be provided. However, circumstances involving weather, emergencies, safety, or unexpected operational needs may require immediate action.

Vehicles that are not relocated when required may be towed at the vehicle owner's expense, subject to applicable law.

14. No Waiver

Failure of the Master Association to enforce a parking restriction or impose a particular sanction in one circumstance shall not constitute a waiver of the Association's right to enforce that restriction in another circumstance.

Prior permission, temporary approval, or a prior lack of enforcement does not create a permanent or continuing parking right.

Prior enforcement decisions shall not require the Master Association to impose an identical enforcement action when the circumstances of another violation are materially different.

15. Authority and Amendments

This Policy is adopted pursuant to the authority granted to the Board of Directors under the Rivertown Park governing documents, including the provisions governing the use of Common Elements, roadways, and parking areas.

The Board may adopt amendments to this Policy in accordance with the Master Association's governing documents.

Temporary parking restrictions or operational changes made pursuant to this Policy, including restrictions necessary for weather, snow or ice removal, maintenance, safety, security, events, emergencies, or other operational reasons, shall not require a formal amendment unless otherwise required by the governing documents.

16. Effective Date

This Policy shall become effective following adoption by the Board of Directors and distribution in accordance with the notice requirements contained in the Rivertown Park governing documents.

Upon its effective date, this Policy supersedes prior Master Association parking rules, notices, or guidelines to the extent they are inconsistent with this Policy.

