

## **NOTTINGHAM FOREST SOUTH HOME OWNERS ASSOCIATION RESOLUTION**

WHEREAS, the Nottingham Forest South Homes Association Declaration of Restrictions require that each owner of a Lot comply with the governing documents, rules and regulations of the homes association, as may be amended from time to time; and

WHEREAS, Section 9, paragraph (f) of the Declaration of Restrictions says that no garage sales, sample sales or similar activity shall be held within the subdivision without the written consent of the Association; and

WHEREAS, the Home Owners Association Declaration allows the Board of Directors and the Association to make reasonable rules and regulations and to provide the means to enforce such rules and regulations to enable the association to adequately and properly carryout the provisions and purposes of the Declaration of Restrictions; and

WHEREAS, the Board of Directors and Association seek to exercise its duties to promote the quiet enjoyment neighborhood and to protect the association's residents and visitors from excessive and dangerous traffic, uncontrolled parking, non-approved signage and other inconveniences and nuisances resulting from estate sale activity.

WHEREAS, the Board of Directors finds that estate sales, whether or not held in conjunction with the sale of real property and whether or not conducted by a homeowner or by a professional estate sale operator, fall within the meaning of "similar activity" as set forth above.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that as a matter of policy, all moving sales must have prior written approval by the Board of Directors. The Nottingham Forest South Homeowners' Association Board of Directors is final decision authority for all Moving sales within Nottingham Forest South.

## **APPLICATION PROCESS:**

An Application for a Moving Sale must be submitted to the Nottingham Forest South Homeowners' Association or Management Office at least Forty-Five (45) days prior to the desired event date.

Application for Approval of a Moving Sale on Exhibit A. If homeowner is utilizing the services of a contractor/company to conduct the sale, Homeowner must pay the Association a \$500 deposit and include the following:

1. Signed contract between the Homeowner(s)/heir(s) and the Contractor
2. Contractor's business license
3. Contractor's liability insurance
4. Contractor's bond certificate
5. \$500 Deposit (Check or Money Order made out to Nottingham Forest South HOA)

If the homeowner is not using the services of a contractor/company to oversee the sale, Homeowner must pay the Association a \$1,000 deposit made payable to Nottingham Forest South HOA.

The Moving Sale Application may be approved only at the discretion of the Board of Directors. To be approved, the Moving Sale must meet one of the conditions below:

- a) death of an owner or resident of the house
- b) relocation to a new residence where the owner(s) will be unable to retain his/her/their residence and property
- c) resident(s) will be moving to an assisted living facility, retirement community, rest home, family member's home or transferring to a nursing home or long-term care facility, and the Nottingham Forest South residence will be sold.

The Security Deposit will be returned within seven (7) working days after the sale if all the RULES FOR MOVING SALES listed below are adhered to, and the documentation submitted with the application proves valid as determined by the Board of Directors and the Nottingham Forest South Homeowners' Association Office.

## **MOVING SALE RULES**

1. All Nottingham Forest South Moving Sales must be supervised at all time either by the Homeowners appointed representative or by a licensed, bonded and insured company hired by the Homeowner(s), heir(s) or representative(s), with the approval of the Nottingham Forest South Homeowners' Association Board of Directors.
2. Homeowners within 10 feet of the home conducting the sale must be notified in writing of the sale at least 10 days prior to the sale.

3. Nottingham Forest South Moving Sales will be limited to a single sale period. Any sale period is limited to Friday and Saturday ONLY. No sale shall be conducted on Sundays or Holidays.
4. Sales are limited to one (1) per calendar year per location, no more than 2 consecutive days.
5. All sales activity shall be conducted between the hours of 9:00 AM to 3:00 PM.
6. All sales MUST be conducted inside of the home. No items shall be placed outside in front of home. No belongings from outside sources may be sold at the home. No sample sales permitted.
7. Attendees may not enter the community until the posted time of sale.
8. Two (2) signs are allowed to be displayed for the Moving sale. One may be located at the Main Entrance and the other sign allowed in the yard of the homeowner. The signs will be displayed only during the period of one hour before to one hour following the advertised sale hours, and only on the days of the sale. Signs may not exceed 5 square feet.
9. Media advertisement of the sale location may be released no earlier than two weeks before the initiation of the sale.
10. If the residence of the sale is located in a Cul-de-sac, pipe stem or no outlet street, the Contractor will provide a minimum of 1 of their staff for traffic control during the period of 1 hour before the sale begins to 1 hour after the sale ends each day of the sale.
11. Parking for sale attendees shall be advertised and enforced. No driveways or mailbox kiosks will be blocked from street access.
12. Parking and traffic control, including towing of unauthorized vehicles, must be coordinated with the City and local Police Department
13. Parking is only permitted on one side of the street.
14. At any time, the Contractor or Homeowner(s) heir(s) or representative is found to be in breach of these rules, the sale will be terminated, the Moving Sale Approval voided and the Security Deposit will be forfeited.
15. Homeowner will forfeit said deposit and will be subject to penalties up to \$1,000 or as set by the Board of Directors for violating any terms and conditions. Failure of homeowner to pay said fines will result in a lien placed on said property.
16. All parties must agree to all terms and conditions in order to participate in a Moving Sale.

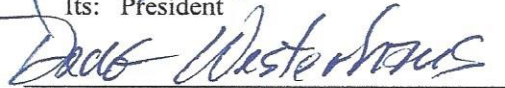
IT IS FURTHER RESOLVED that this Resolution shall become effective November 8, 2017.

Recorded in the Book of Minutes November 8, 2017

NOTTINGHAM FOREST SOUTH HOMEOWNERS ASSOCIATION, INC.

By: 

Its: President



(Printed Name)

By: 

Its: Secretary Treasurer



(Printed Name)



## Exhibit A

### NOTTINGHAM FOREST SOUTH HOME OWNERS ASSOCIATION

#### Application for Approval of a Moving Sale

##### APPLICANT INFORMATION

Name of Applicant(s): \_\_\_\_\_ Today's Date: \_\_\_\_\_  
Applicant Address: \_\_\_\_\_  
Applicant Phone Number(s): \_\_\_\_\_  
Applicant's e-mail address: \_\_\_\_\_

##### INFORMATION ABOUT PROPOSED SALE

Address of sale: \_\_\_\_\_  
Dates of sale: \_\_\_\_\_ Hours of sale: \_\_\_\_\_  
Will buyers need to pick up items purchased at a later date? \_\_\_\_\_

##### Manager for the Sale

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### APPLICATION MUST INCLUDE THE FOLLOWING:

1. Signed contract between the Homeowner(s)/heir(s) and the Contractor
2. Contractor's Business License
3. Contractor's Liability Insurance
4. Contractor's bond certificate
5. \$250.00 Security Deposit if being ran by a contractor/company OR \$500 Security Deposit if being ran by the Homeowner or his/her appointed representative (Check or Money Order payable to Nottingham Forest South HOA)

The applicant's signature indicates the applicant understands the rules governing moving sales in Nottingham Forest South and agrees to comply with those rules

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date