

**RESOLUTION OF THE
SODA CREEK CONDOMINIUM ASSOCIATION, INC.
REGARDING PARKING POLICIES, RULES AND REGULATIONS**

SUBJECT: Parking.

PURPOSE: To adopt a standard policy and procedure to follow regarding the parking of vehicles within the Community.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation, Rules and Regulations and Colorado law.

EFFECTIVE DATE: Sept 1, 2020

WHEREAS, Section 3.2 of the Declaration provides that "the Association, through its Board of Directors, shall perform functions and manage the Community as provided in the Recitals section of this Declaration ... The Association shall have all power necessary or desirable to effectuate such purposes"; and

WHEREAS, Section 7.11(a) of the Declaration provides the Association parking with the power to adopt rules and regulations regarding parking, including the ability of the Association to tow or boot noncompliant vehicles; and

WHEREAS, Section 7.24 of the Declaration provides "in furtherance of the provisions of this Declaration and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time-to-time by the Board of Directors; and

WHEREAS, in order to promote the recreation, health, safety and welfare of the residents of the properties subject to the Declaration and to further preserve and protect the values of the properties subject to the Declaration, the Board adopts the following parking rules and regulations.

1. Definitions

A. Abandoned or Inoperable Vehicle. Any automobile, truck, motorcycle, or other vehicle which: (i) is defined by Colorado statute as abandoned or inoperable; (ii) does not have an operable propulsion system; (iii) does not have a current license plate; and/or (iv) which is not road worthy.

B. Emergency Vehicle. Includes motor vehicles that meet all of the following criteria:

- a. The vehicle is required by an Owner or occupant's employer to be parked at the Owner or occupant's residence as a condition of the Owner or occupant's employment; and

- b. The vehicle has a gross weight of ten thousand pounds or less; and
- c. The vehicle is used by an Owner or occupant who is a member of a volunteer fire department or employed as an Emergency Service Provider; and
- d. The vehicle bears an official emblem or other visible designation of the Emergency Service Provider.

If requested by the Association, an Owner or occupant shall provide proof, in a means acceptable to the Board of Directors, of qualification of a vehicle under the above definition.

C. Emergency Service Provider. A primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical service. Providers of water, electricity, gas, phone and communication services are specifically excluded from the definition of Emergency Service Provider.

D. Recreational Vehicle. Any motorized vehicle whose primary purpose is for recreation, specifically including but not limited to jet skis, boats, rafts, all-terrain vehicles, trailers, campers, dirt bikes, motor bikes, motorcoaches, vehicles containing bathroom facilities, golf carts, or any other vehicle clearly designed or designated by the manufacturer or the owner thereof (possibly through signage or accessories) to be a recreational vehicle, even though it may be licensed by a state as a passenger vehicle.

E. Commercial Vehicle. A vehicle that meets any of the following characteristics or combination of characteristics:

- a. vehicles deemed a "commercial vehicle" pursuant to state, federal, or local law, ordinance, rule or regulation;
- b. vehicles that have a gross vehicle weight rating in excess of 8,500 pounds;
- c. vehicles with no passenger seats (i.e. delivery vans);
- d. vehicles with racks, ladders, or panels designed to carry equipment;
- e. trucks where the bed of the truck contains a non-standard bed, but rather a bed designed for commercial/industrial use;
- f. vans with extended side panels;
- g. vehicles with business signage, advertisements, or logos, which by themselves, or the combination of the same, cover more than 20% of the vehicle;
- h. vehicles with commercial vehicle license plates;
- i. vehicles with material or equipment protruding beyond the front, rear, top, or sides of the vehicle (including any vertical extension above the limits of truck sides or van/automobile top, but not including a standard truck box); and/or
- j. any other vehicle clearly designed or designated by the manufacturer or the owner thereof (possibly through signage or accessories) to be a commercial vehicle, even though it may be licensed by a state as a passenger vehicle.

2. Parking Covenants, Restrictions, Rules, and Regulations

A. All Common Element parking spaces shall be used by the Owners or occupants for self-service parking purposes. Specific spots are not reserved for specific Owners or vehicles, unless otherwise stated herein.

B. No more than one vehicle shall be parked in any designated space with the exception of two motorcycles may be parked in the same parking spaces provided they are parked in a manner that otherwise complies with the Association's parking rules.

C. Vehicles may not be parked in a manner to impede the safe and efficient use of drive lanes within the Common Elements by residents, obstruct emergency access to/from the Community, or interfere with the reasonable needs of other residents to use the Common Element drive lanes, walkways or other parking spaces within the Community.

D. The following may not be parked or stored within the Community, unless otherwise allowed by Colorado law: house trailer, camping trailer, boat trailer, hauling trailer, boat, or other Recreational Vehicle. The foregoing may be parked as a temporary expedience for loading, unloading, delivery of goods or services, or emergency; provided, however, parking for more than 24 hours is prohibited.

E. Each Unit is entitled to park the following vehicles in the Community and must follow the following procedure:

- a. Registration: ***All Units must register their vehicle(s) with the Property Manager by submitting a registration form and a copy of the vehicle's then current state issued registration.*** Upon receipt of a completed registration form, each Unit will be provided up to two (2) permits (depending on how many registration forms are submitted, and unless otherwise provided herein) and which must be affixed in the upper left corner on the inside surface of the vehicle's windshield. Owners are responsible for the costs of replacement permit stickers. Registration forms must be resubmitted by the Owner to the Property Manager no later than January 1 each calendar year, or within 14 days of moving into a Unit or acquiring a vehicle. The registration form is available from the Property Manager or at <https://sodacreekcondos.org/documents/documents.html>. Units may not register a vehicle of another Unit. ***Owners are responsible for registering vehicles of any tenants or roommates.***
- b. Number of Vehicles per Unit: ***Each Unit is entitled to a total of two (2) vehicles, irrespective of how many residents reside in the Unit.*** Commercial Vehicles and street licensed motorcycles are included in the 2 vehicle maximum. All vehicles must be registered per subsection (a) above. Emergency Vehicles are not included in the 2 vehicle maximum, assuming the Emergency Vehicle complies with the Emergency Vehicle definition as outlined herein. Emergency Vehicles must also be registered. Permits will be provided for Emergency Vehicles. Permits must be affixed in the upper left corner on the inside surface of the vehicle's windshield.

c. Potential for Third Vehicle:

- i. All Owners in the Community have the potential to enter their Unit into a lottery for the ability to enter into a year lease agreement to park a third vehicle in the Community.
- ii. Each Unit may only enter one submission per lottery.
- iii. Submission of the lottery form is due no later than January 15 each year. The lottery will be held each year at the Annual Meeting. During initial implementation of this policy, the board may perform the lottery earlier, prorated for the remainder of the current calendar year and carrying thru the following calendar year (e.g., implementation in fall 2020 will stay in effect until the 2022 Annual Meeting).
- iv. Each lottery winner will be provided with a lease in a form approved by the Association. Within 14 days of the Annual Meeting, the lottery winner shall be required to execute of the lease, which shall require a monthly lease payment of \$25, and shall also be required to register his or her third vehicle. The registration form is available from the Property Manager or <https://sodacreekcondos.org/documents/documents.html>. A permit will be provided to all lottery winners who have executed a lease and provided a registration form in a timely manner. Permits must be affixed in the upper left corner on the inside surface of the vehicle's windshield.
- v. Third vehicle registrations will only be valid until the next annual lottery.
- vi. Third vehicles shall only be parked in the Rice Barn parking area. Failure to comply may result in loss of third vehicle registration mid-year.
- vii. The third vehicle registration is not intended for storage and all third vehicles must be used on a weekly basis. Failure to comply may result in loss of third vehicle registration mid-year.
- viii. Unless a third vehicle is allowed and registered per this subsection, all other vehicles beyond a Unit's 2 registered vehicles may not be parked within the Community except as a temporary expedience for loading, unloading, or delivery of goods or services. This restriction shall not apply to trucks or other vehicles temporarily located within the Community which are necessary for construction or for the maintenance of the Common Elements, Units, or any improvement located thereon.

F. Owners and residents should ask all visitors to park in front of the mailboxes.

G. Owners and residents should park their vehicles in the Rice Barn parking or in front of the mailboxes when out of town for a week or more.

H. No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked within the Community. This includes in third vehicles registered under the lottery system.

I. Vehicles must fit completely within a single parking space and shall not extend onto, or block, the sidewalks. Oversized vehicles that do not fit within a single parking space due to the fact that they are either too wide or too long to fit completely within a single parking space must be parked outside of the Community. Oversized vehicles, such as moving trucks, may be parked as a temporary expedience for loading and unloading; however, overnight parking of such vehicles is prohibited.

J. Parking in pedestrian areas, grassy or landscaped areas, or fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

K. Vehicle maintenance and repairs are prohibited; however, minor emergency repairs that are unlikely to cause damage to the surrounding Common Elements or interfere with other Owners and occupants use of the parking area are allowed. Minor emergency maintenance and repairs include, by example, changing a break light bulb or a flat tire.

L. In addition to the rules set forth in, all Owners and occupants shall park their vehicles and shall otherwise act in compliance with any posted signs in the Community.

3. Enforcement.

A. Violations - Any violation of this Resolution may result in a fine, after notice and an opportunity for a hearing pursuant to the Association's Enforcement Policy, and/or towing or booting as provided herein.

B. Towing - In addition to a fine, the Association may tow, or cause to be towed or booted, any vehicles which are parked in violation of the Association's parking covenants, policies, rules, or regulations. In such event, a written Notice of Intent to Tow/Boot shall be posted on the subject vehicle. If the vehicle in violation of this Resolution is not removed within forty-eight (48) hours after the Notice of Intent to Tow/Boot is posted on the vehicle, the Association shall be entitled to tow or boot the subject vehicle and the owner of the vehicle shall be liable for all expenses, costs and fees incurred in such towing, booting, and/or storage.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Unit or dwelling, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be immediately towed or booted. If a vehicle is blocking snow removal, and such vehicle has not been removed after 24 hours' notice has been given via email (or physical delivery to the Unit if an email address has not been provided), the vehicle will be towed.

4. General.

A. Supplement to Law - The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.

B. Deviations - The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances. For example, vehicles parked in fire lanes may be towed immediately without notice.

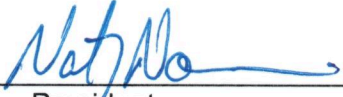
C. Amendment - This Resolution may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION:

The undersigned, being the President of Soda Creek Condominium Association, Inc., a Colorado nonprofit corporation, certifies the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on Aug 12, 2020 and in witness thereof, the undersigned has subscribed his/her name.

**SODA CREEK CONDOMINIUM ASSOCIATION,
INC.,** a Colorado nonprofit corporation

By: 
Its: President