

**RESOLUTION OF THE
CENTERRA RESIDENTIAL COMMUNITY ASSOCIATION, INC.
REGARDING POLICY AND PROCEDURE FOR VEHICLE
PARKING**

- SUBJECT:** Parking of Vehicles
- PURPOSE:** To adopt a standard policy and procedure to follow regarding the parking of vehicles within the community.
- AUTHORITY:** The Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Centerra Residential Community ("Declaration"), Amended and Restated Bylaws of Centerra Residential Community Association ("Bylaws"), Amended and Restates Articles of Incorporation for Centerra Residential Community Association, Inc. and Colorado law.
- EFFECTIVE DATE:** June 1, 2015
- RESOLUTION:** The Association hereby adopts the Policy and Procedures set forth below. Note that the Policies and Procedures set forth herein supplement and are adopted in addition to those covenants, conditions, and restrictions set forth in Section 7.10 of the Declaration.

1. Definitions

- A. Abandoned or Inoperative Vehicle - Any automobile, truck, motorcycle, or other vehicle which has not been driven under its own propulsion for a period of seven consecutive days or longer, or which does not have an operable propulsion system of which does not have a current license plate, or which is not road worthy; provided, however, that otherwise permitted vehicles parked by Owners while on vacation or during a period of illness shall not be deemed to be abandoned. Written notice of vacation or illness must be submitted to the Association management company.
- B. Commercial Vehicle- A vehicle that meets any of the following characteristics or combination of characteristics:
- a. Any vehicle with business signage or logos, which by themselves, or the combination of the same, cover more than 20% of the vehicle;

- b. Any vehicle displaying advertisements for commercial enterprise, which advertisements cover more than 20% of the vehicle;
- c. Vans with extended side panels;
- d. Any vehicle with racks, ladders, or panels designed to carry equipment;
- e. Any vehicle 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);
- f. Any vehicle that has a gross vehicle weight rating in excess of 8,500 pounds;
- g. Any vehicle in excess of 6'8" in height; and/or
- h. Any vehicle with commercial vehicle license plates.

C. Emergency Vehicle – A motor vehicle that meets 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.

D. 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.

E. Oversized Vehicles or Oversized types of Vehicles - Any vehicle that has a gross vehicle weight rating in excess of 8,500 pounds or that is greater than 83 inches in height or greater than 80 inches in width or greater than 20 feet in length. Measurement of width, height, and length of vehicle shall include any additions to the vehicle including but not limited to ladder racks, side racks or modified cargo boxes.

F. Recreational Vehicle- Any motorized or non-motorized vehicles whose primary purpose is for recreation, specifically including but not limited to jet skis, boats, water bikes, all-terrain vehicles, dirt bikes, motor bikes, campers, motorcoaches, vehicles containing cooling and/or bathroom facilities, and golf carts.

**2. Covenants, Conditions, Restrictions, Rules, and Regulations
Applicable to Entire Community.**

A. Emergency Vehicle Parking - Notwithstanding any covenant, rule or regulation to the contrary, including covenants, rules or regulations that prohibit parking overnight or for designated periods of time, any Emergency Vehicle may be parked by the Owner or occupant on any street, driveway or guest parking area in the Community. While parked, the Emergency Vehicle shall not obstruct emergency access or interfere with the reasonable needs of other Owners to use the streets, driveways, and guest parking areas.

B. Oversized/Commercial/Boats/Recreational Vehicles and Trailers - The following may not be parked or stored within the Community, unless such parking or storage is within a garage, unless authorized in writing by the Association or as otherwise exempted as an emergency vehicle under Colorado law: oversized vehicles, commercial vehicles, trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles, or other oversized types of vehicles or equipment as prohibited by rule or regulation. The foregoing may be parked for a period of forty-eight (48) hours or less as a temporary expedience for loading, unloading, delivery of goods or services, or emergency purposes. If a longer period of time is needed, the Owner may apply for additional time through the managing agent. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of any Common Elements, Lots, Units or any improvement located thereon.

C. Abandoned/Unlicensed/Inoperable Vehicles - No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked within the Community unless parked or stored within a garage.

D. Vehicle Interference - No motor vehicle may impede the safe and efficient use of streets within the Community by residents, obstruct emergency access to/from the Community or interfere with the reasonable needs of other residents to use their driveway, streets, or other parking spaces within the Community. Each vehicle parked in an outside parking space within the Community must fit within the

designated boundaries of a single parking space and may not extend beyond the designated boundaries of a single parking space (i.e. the vehicle may not extend beyond the length or width of the painted lines designating the parking space).

- E. Vehicle Maintenance and Repair - No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted within the Community unless it is done within a garage and the sight and sounds associated therewith are not a nuisance or hazard. The foregoing restriction shall not apply to washing and polishing of any vehicle, trailer or boat.
- F. Fire Lanes - Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) within the Community shall not be permitted.
- G. Garage Doors - Garage doors shall be kept closed at all times, except when entering, exiting, loading or unloading.

3. Additional Covenants, Conditions, Restrictions, Rules, and Regulations Applicable to Condominium Portion of Community Only (Grays Peak Drive).

- A. Garage Parking - With respect to vehicles in the Condominium portion of the Community, parking is restricted to garages with the garage door closed. Those Owners/residents with more than one vehicle may acquire a parking permit in order to park additional vehicles in the designated outside parking spaces on Grays Peak Drive.

B. Parking Permits – All outside parking between the hours of 12:00 a.m. and 6:00 a.m. on Grays Peak Drive is limited to those vehicles that have a valid parking permit. Parking permits will be issued by the Association to Owners. All vehicles parked on Grays Peak Drive between the hours of 12:00 a.m. and 6:00 a.m. must display a valid parking permit at all times on the rear view mirror of the vehicle. Owners are responsible for contacting the Association, via its management company, in order to register their vehicles and acquire a parking permit. A maximum of one parking permit per Unit will be issued. Owners may appeal to the Condominium Association Board of Directors to obtain a second permit on a case by case basis. Parking permits may not be transferred between Owners.

- C. Long Term Guest Parking – Special long term parking permits will be issued to Owners who will be having overnight uses for greater than seventy-two (72) hours. These permits will be issued by the

Association's management company and shall have expiration dates listed on the permit.

D. Semi-Trucks, Tractor-Trailers, Tandem Axle Vehicles. Notwithstanding anything contained in this Policy to the contrary, semi-trucks, tractor-trailers, and tandem axle vehicles are prohibited from entering Grays Peak Drive at all times including but not limited to such vehicles used for move-in/move-out purposes.

4. Additional Covenants, Conditions, Restrictions, Rules, and Regulations Applicable to Townhome Portion of Community Only.

A. Garage Parking - With respect to vehicles in the Townhome portion of the Community, all vehicles, shall be restricted to parking in designated off-street parking or inside the garages with the garage door closed.

B. Garage Parking - With respect to vehicles in the Townhome portion of the Community, all vehicles parked in the designated off-street parking may not be parked in the same parking space for more than 7 consecutive days.

5. Enforcement.

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

B. Towing - The Association may tow, or cause to be towed, any vehicles which pursuant to this policy are improperly parked within the Community and/or are otherwise in violation of this Policy. A written Notice of Intent to Tow shall be posted on the subject vehicle. If the vehicle in violation of this Policy is not removed within seventy-two (72) hours after the Notice of Intent to Tow is posted on the vehicle, the Association shall be entitled to tow, or cause to be towed, the subject vehicle and the Unit Owner/Tenant and Vehicle Owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.

6. Additional Provisions.

A. Definitions - Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.