

**RESOLUTION OF THE
BRIDGES AT BLACK CANYON OWNERS ASSOCIATION
ADOPTING POLICIES AND PROCEDURES
REGARDING ARTICLE 7, SECTION 7.2
OF THE CC&R'S
PARKING GARAGES; VEHICLES
Policy #10**

SUBJECT: Adoption of a policy and procedure regarding Article 7, Section 7.2 of the CC&R's.

PURPOSE: To adopt a policy to explain the intent of the rule and to provide specific language on parking of vehicles, storage of vehicles and length of time allowed an owner may store or leave a vehicle in the driveway.

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

EFFECTIVE DATE:
March 29, 2016

RESOLUTION: The Association hereby adopts the following policy for parking and storing vehicles on a properties driveway.

Scope: In order to eliminate parking problems throughout the community and limit the time a vehicle can be parked in a driveway. Further to define the procedure for the HOA to remedy any and all homeowners who are not in compliance. Further to establish a procedure, a fines policy and the procedure for enforcement of this rule.

- 1) **Policy:** From this date forward the Bridges at Black Canyon HOA Board of Directors and the Manager will advise Homeowners if they are not in compliance with this policy and the intent of the CC&R's. Those home owners that have elected to not comply with this policy and the CC&R's and continue to park vehicles and trailers listed within this policy after notification can be fined as stated within this policy and fines will continue until they have complied.

- 2) **Article 7, section 7.2 A.** This section states that "every owner and guest shall use the garages or other parking areas and facilities... for parking and storing any and all vehicles owned or driven by the owner". The intent of this section is to prevent owners from parking their vehicles or guests vehicles in the driveway for extended periods of time.

- 3) To define this section further, NO vehicles except DAILY use vehicles can be parked in the driveway at any time. Vehicles not used for more than (7) seven days will be in violation of this policy and fines may be imposed if not removed after notification. Section 7.2 A, implies vehicles must be stored within an enclosed garage with no exception.
- 4) Absolutely no vehicles may be parked permanently or semi permanently on any public street or block within the subdivision. Vehicles stored on public streets will be considered abandoned and notice will be given to the City of Montrose for compliance.
- 5) Section 7.2 B, gives the Board the authority to establish additional rules, restrictions, and penalties, including the imposition of fines or towing procedures for violation of the parking rules.
- 6) Section 7.2 C, further defines other parking restrictions within the community and owners shall abide by all the rules and regulations stated in Article 7 Section 7.2
- 7) Homeowners will have (10) days after notification to move the vehicle and store properly as stated in this policy before fines will be imposed. Fines will continue until they are in compliance.
- 8) Fines: After notice is given in writing and a reasonable amount of time to remedy the violation has past, any lot owner that does not comply with the Association's policy will be fined until the violation is remedied. Fines will be invoiced accordingly and due upon receipt and based on the fine schedule listed in Policy #5 section 10.

Parking violation	Courtesy letter
10 days after letter	\$75.00 fine
7 days after last letter	\$125.00 fine
7 days after last letter	\$175.00 fine
Continued violation	\$ 50.00 weekly progressive fines until violation is remedied.
- 9) The owner has the right to a hearing with the Board of Directors and must submit in writing their intent to appeal. As stated in the CC&R's, Article 10, Section 10.1 C. Notice and Hearing. And stated in the Bridges at Black Canyon Policy # 5, "Covenant and Rule Enforcement", Section 6, an owner is afforded to right to a hearing after written notice.
- 10) If fines are unpaid (30) days from the due date on the invoice the Board of Directors may elect to impose late fees and interest to the unpaid amount. In addition any such invoice not paid in (90) days, the Association may file a lien against the delinquent lot owner, and the lot owner will be responsible for all fines, late fees, costs for preparing and filing such action, attorney's fees and related costs from the Management Company for time spent.

- 11) Definitions: Unless otherwise defined in this resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- 12) 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.
- 13) 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.
- 14) Amendment: This Policy may be amended at any time by the Board of Directors.

Directors

CERTIFICATION: The undersigned, being the Board Members of the Bridges at Black Canyon Owners Association, Inc., a Colorado nonprofit corporation, certifies that 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 March 29, 2016 and in witness thereof, the undersigned has subscribed his/her name.

Bridges at Black Canyon Owners Association, Inc.

By: Bobby W. Thompson

By: Phyllis Wilson

By: Joe Brown