

The following procedure is in accordance with Article III, Section 3.8 of the General Declaration for Oak Meadows Ranch and the Articles of Incorporation and Bylaws of Oak Meadows Homeowner's Association ("the Association"), which grant the Association the power to adopt and enforce rules and regulations applicable within Oak Meadows Ranch; and pursuant to C.R.S. 38-33.3-101 et. seq. known as the Colorado Common Interest Ownership Act.

Oak Meadows Homeowners' Association

Rule and Regulation No. 2007-01

Parking of Vehicles and Vehicle Storage Area

Whereas Article III, Section 3.5 of the General Declaration for Oak Meadows Ranch obligates the Association to do all things that may be necessary or desirable to keep and maintain Oak Meadows Ranch as a safe, attractive and desirable community; and Article VIII, Section 8.6 of the General Declaration prohibits unsightliness on any property; and

Whereas, the OMHA Board of Directors believes that it is important to maintain a fair and equitable set of guidelines for the Parking of Vehicles and the use of the Vehicle Storage Area;

Let it be resolved that the Association establishes the following rule and regulation regarding parking of vehicles and the use of the Vehicle Storage Area:

1. Definitions:

a. **Personal vehicles** shall be defined as any automobile, pickup truck or motorcycle, which is operative and utilized for transportation on established roadways in Oak Meadows Ranch.

b. **Recreational and vehicles other than personal vehicles** shall be defined as any trailer, motor home, truck other than a pickup, boat, tractor, vehicle other than an automobile, camper not on a truck, snow removal equipment and garden or maintenance equipment, as set forth in Article VIII, Section 8.6 of the General Declaration for Oak Meadows Ranch, entitled "No Unsightliness."

c. **Green Belt Area** shall be defined as open spaces held in common ownership that are largely undisturbed but may require periodic maintenance in the form of mowing or weeding.

d. **Snow Storage/Guest Parking Area** shall be defined as a developed area within the neighborhood common area, designated specifically for the temporary parking of vehicles owned and operated by guests of the residents. Temporary, as it applies to snow storage/guest parking, shall be defined as the period of time during which a guest is visiting a resident.

e. **Vehicle Storage Area** shall be defined as a developed area, currently located near the North Oak Way entrance to Oak Meadows Ranch, providing for the storage of homeowners' vehicles for which an annual fee per vehicle is charged.

f. **Abandoned vehicle** shall be defined as any vehicle left in a green belt area or guest parking area for 24 hours or more (C.R.S. ' 42-4-2102 (1)(a), unless the vehicle's owner obtains advance written approval from the Board of Directors for parking for a specified time period. Any vehicle that is not licensed

or not operable, and is left on property within Oak Meadows Ranch for twenty-four hours or more without the consent of the owner or lessee of the property, also shall be considered to be abandoned.

2. Parking Restrictions

a. Personal vehicles, recreational vehicles and vehicles other than personal vehicles may be parked in individual garages and the driveway directly in front of the homeowner's garages, provided that the vehicle does not impede traffic, encroach on right of way, or block access to other residents' driveways or walkways.

b. Personal vehicles, recreational vehicles and vehicles other than personal vehicles may be parked in the vehicle storage area.

c. Recreational vehicles and vehicles other than personal vehicles may be parked in front of the owners' residence for a period of no longer than 36 hours in order to prepare them for use or to perform seasonal maintenance, provided that the vehicle does not impeded traffic or block access to other residents' driveways or walkways.

d. At no time shall personal vehicles, recreational vehicles and vehicles other than personal vehicles be parked in snow storage/guest parking areas or green belt areas, or otherwise be abandoned as set forth in Section 1.f., above.

e. Guests of homeowners may park their vehicles in the designated snow storage/guest parking areas for the period during which they are visiting a homeowner.

3. Complaint Procedure

All complaints of alleged violations of the Parking Restrictions and the Vehicle Storage Area use and procedures outlined in this rule and regulation must be in writing and submitted to the Board of Directors in person, by U.S. mail, or by e-mail. All complaints will be reviewed in accordance with Oak Meadows Homeowner's Association Rule and Regulation No. 2001, "Complaint Procedures."

4. Penalties for Violations of the Parking Restrictions

a. Upon receipt of a written complaint that has been deemed valid and within the purview of the Board of Directors, the Board shall send a written notice to the homeowner requesting that the vehicle(s) be removed within five (5) business days of the mailing of the written notice for violations of the parking restrictions set forth in Section 2, above.

b. If within the allotted period referred to in Section 4.a., the vehicle has not been removed, a fine of \$25.00 per day will be assessed the homeowner beginning on the sixth business day following mailing of the written notice until the vehicle is removed.

c. If the vehicle has not been removed within thirty (30) days of mailing notice vehicle(s) will be removed from Oak Meadows Ranch at the expense of the owner and impounded or otherwise disposed of by the Garfield County Sheriff's Office or the Association, in accordance with applicable law.

5. Vehicle Storage Area

The OMHA gated vehicle storage area, currently located near the North Oak Way entrance to Oak Meadows Ranch consists of approximately 60 spaces. The fee for the storage area shall be determined annually by the OMHA Board of Directors. The yearly storage cycle shall be from May 1st through April 30th each year.

6. Waiting Lists

There may be a waiting list for available space in the Vehicle Storage Area. If there is a waiting list, OMHA will maintain the list on a prioritized first come-first served basis. Homeowners should contact OMHA to rent vehicle storage space or be placed on the waiting list if space is not available.

7. Eligibility for Use of Vehicle Storage Area

All Vehicle Storage Area users (“users”) signing the Vehicle User Agreement shall have a lease agreement for use of the facilities. This shall be effective for a period of one fiscal year and will be subject to review prior to renewal. A person with whom a lease is executed must:

a. reside in Oak Meadows Ranch and be a member of the Oak Meadows Homeowner’s Association in good standing with respect to payment of member dues and assessments. Absentee owners and renters are ineligible to use the vehicle storage area.

b. be the sole owner or a co-owner of the vehicle for which the storage is leased and be named on the title for such vehicle as an owner or co-owner.

c. show proof of ownership and current registration each year.

d. maintain the lease storage area in accordance with the rules established for use of the Vehicle Storage Area. Failure to meet all of these conditions can result in denial of Vehicle Storage Area privileges, fines, and/or a demand for property to be removed.

8. Failure to Comply With Lease Agreement Procedures

a. Users found to be in violation of the Vehicle Storage Area User Agreement shall be notified in writing of the violation and given 30 days to comply.

b. Users who fail to comply within 30 days after notification will be fined \$100.00 and an additional \$100.00 at 60 days after initial written notification, with written notices at each interval.

c. After 90 days from original written notification the user may be presented with a written “Demand for Removal of Property” within 30 days.

d. If property is not removed within 30 days after the “Demand for Removal of Property” the OMHA Board of Directors may have the property removed and stored and the user will be charged a homeowner assessment for all expenses related to the removal and storage of property.

9. Vehicle Storage Area User Agreement

All Vehicle Storage Area users shall be required to read and comply with the following User Agreement:

Vehicle Storage Area Guidelines and User Agreement

a. The Vehicle Storage Area may only be used to store vehicles declared in the Vehicle Storage Area Lease. Any changes to the original lease agreement for additional or different vehicles must be submitted to and approved by the OMHA Board of Directors.

b. The designated storage area may only be used to store vehicles. **Vehicles are defined as:** Registered vehicles including cars, trucks, vans, trailers, boats, snowmobiles, motorcycles and ATVs.

c. A storage space is to be a maximum of 10 feet wide and 30 feet deep. A user may be required to pay for more than one storage space if 10'x30' does not meet the user's storage requirements.

d. A copy of a valid current registration is required for all vehicles at the time of yearly lease execution.

e. Storage of any item(s) other than vehicles, as defined above, for any period of time is strictly prohibited. An homeowner may apply for an exclusion to the "vehicle storage only" rule with exclusions considered on a case-by-case basis by the OMHA Board of Directors.

f. Storage of item(s) in violation of the lease agreement may result in a request for removal and subsequent fines in accordance with OMHA rules and regulations.

g. Motor vehicles must be declared as "in need of repair" or "operational". **DEFINITIONS:** Operational vehicles can be driven legally and travel under their own power. Vehicles in need of repair have a mechanical or structural problem preventing them from traveling under their own power legally.

h. Vehicles designated as "in need of repair" may not be kept in storage for longer than one year. After one year if the vehicle is not repaired the user will be asked to remove the vehicle from storage to an appropriate repair or salvage facility within 30 days.

i. The OMHA Board of Directors shall have the right to remove and store any property stored in violation of these rules in accordance with the "Failure to Comply with Lease Agreement" procedures, the expenses of which shall be levied against the owner of the property as a homeowner assessment.

j. Storage spaces will be limited to 1 per household. Additional space may become available if the storage area is not full. Additional storage space will be allocated to homeowners who have requested additional space and been placed on a waiting list. The waiting list will be managed on a first-come, first-served basis.

OAK MEADOWS HOMEOWNERS ASSOCIATION
20__ Parking Fee Notice

Dear Oak Meadows Homeowner:

The 2007 parking fee of \$_____ per vehicle is due May 1, 20___. Please fill out this form and send it with your payment (NO CASH, PLEASE) to:

Oak Meadows Homeowners' Association
PO Box 2715
Glenwood Springs, CO 81602

Questions? Email oakmeadowshoa@gmail.com

Name: _____

Phone: _____ (Daytime) _____ (Evening)

Address: _____

Vehicle: _____ (License #) _____ (Make/Model/Year)

Vehicle: _____ (License #) _____ (Make/Model/Year)

Vehicle: _____ (License #) _____ (Make/Model/Year)

Important: Please read the following:

1. Oak Meadows Homeowners' Association (OMHA) accepts no responsibility or liability for the safety, protection, or condition of the vehicles stored in the OMHA Vehicle Storage Area.
2. The Vehicle Storage Area may be used only to store registered licensed vehicles, including cars, trucks, vans, campers, motor homes, trailers, boats, snowmobiles, motorcycles and ATVs.
3. The OMHA Board of Directors may consider any vehicle abandoned if it is left in the Vehicle Storage Area or other areas within Oak Meadows Ranch for more than 24 hours unless the vehicle's owner obtains written approval from the Board of Directors for long-term parking.
4. Any abandoned vehicles in the vehicle storage area or on other OMHA property may be removed from Oak Meadows Ranch and sold at auction or otherwise disposed of by the Sheriff's department under C.R.S. Sections 42-4-1901, et.seq. All associated expenses shall be levied against the owner of the property.
5. Any vehicle that is unlicensed and inoperable and has not been moved at least once a year will be considered abandoned.

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