

HIGH POINT CONDOMINIUM OWNERS ASSOCIATION, INC.

PARKING LOT RULES AND REGULATIONS

WHEREAS, Article IX Section 9.8 of the High Point Condominium Owners, Inc. Declaration of Covenants, Conditions and Restrictions (the "Declaration") empowers the Board to promulgate Rules and Regulations and to enforce such Rules as it determines are necessary for the regulation and enforcement (see ENFORCEMENT) of parking guidelines and restrictions, and whereas Article 1 Section 1.4 defines Common Elements,

WHEREAS, these Rules are enforceable upon any Owner and any Tenant. In addition to Owners, the Rules and Regulations are also enforceable against the Owner's family, guests and tenants.

WHEREAS, Article VII Section 1 of the Association Bylaws grants the Board the power to adopt and publish Rules and Regulations, and each Owner agrees to be bound by such Rules,

WHEREAS, Article IX Section 9.9 of the Declaration empowers the Board to enforce each and every one of the provisions of the Declaration, the Articles of Incorporation, the By-Laws, and the decisions, resolutions and Rules and Regulations of the Board adopted pursuant thereto as the same may be lawfully made and amended and/or modified from time to time, and that failure to comply may result in grounds for action by the Board to A) suspend the Owner's voting rights, B) file and enforce liens for herein and/or take judicial action against the Owner, C) fine an Owner's account \$50.00 per occurrence, D) assess tow fees or other assessments

WHEREAS, the Association has encountered considerable difficulties with parking at the complex and with damage to the Common Elements,

WHEREAS, these Rules are necessary for the health, safety, welfare, equality, comfort and property values of the Association,

WHEREAS, these Rules are enforceable upon any Owner and any Tenant. Owner is defined as one that has the legal or rightful title, and Tenant as an inhabitant (the "Resident/Tenant"),

WHEREAS, Article VII Section 7.11 of the Declaration states "There shall be no parking of automobiles, trucks or vehicles of any type upon any part of the Project, including without limitation any private streets, except as shown for parking on the Condominium Map or as permitted in writing by the Association's Board; a violation of this provision shall permit the Board or any Owner to remove the offending vehicle at the expense of the Owner thereof. No commercial vehicles, campers, trailers, or vans shall be stored on or otherwise parked on any part or any road within the Project except when temporarily engaged in transport or unless parked in a garage or area designated for such purpose by the Board. For the purpose of this Section, a 3/4-ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck. Recreational vehicles may be parked only in an area designated for such purpose by the Board. No mechanical work shall be performed upon any vehicle located upon the Property unless performed in a garage, or otherwise as permitted by the Rules of the Board",

WHEREAS, Article VII Section 7.12 of the Declaration states "No abandoned vehicles or parts thereof shall be stored or parked upon any part of the Project, including but not limited to any residential street, alley or way of access within or adjacent to the Project, but excluding any area designated for such purpose by the Board. In the event that the Board shall determine in its sole discretion that a vehicle is an abandoned vehicle, then a written notice describing the vehicle will be personally delivered to the Owner thereof (if such Owner can be reasonably ascertained), and if the unused vehicle is not removed within 72 hours thereafter, the Board shall have the right to remove the vehicle at the sole expense of the Owner thereof".

ROBERT C. "BOB" BALINK El Paso County, CO

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Z-R Property Management
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For the purpose of this Section, an "abandoned vehicle" is any automobile, truck, motorcycle, motor bike, boat, trailer, camper, motor home, house trailer or other similar vehicle which has not been driven under its own propulsion, or has not been moved for a period of ten (10) days or longer." And whereas, the definition of moved shall mean "to be driven off the complex for a minimum of eight (8) hours",

NOW, THEREFORE, the Board has adopted the following Rules and Regulations:

1. An Owner is required to ensure that all vehicles parked in a designated parking space properly display the appropriate parking permit. All vehicles parked within the complex shall comply strictly with all county, state and federal laws. All vehicles will be registered and insured. An Owner or Agent shall be liable for ensuring their tenants comply strictly with the Rules.
2. Every High Point Resident is entitled to two (2) vehicle parking permits. Permits may be received through the management company (the "Management"). Permits must be properly affixed within the front or rear windshield in a clear, visible manner. Permits must be clearly readable so the permit number can be viewed. Any vehicle parked in violation to these Rules will be subject to immediate tow without warning. Permits must not be blocked or unreadable by window tint or other obstacles. Motorcycles are exempt from displaying a Permit.
3. Replacement permits may be obtained at the cost of \$50.00 for two (2) permits.
4. Units with garages on Jonathon Ct. and McNichols Ct. must use their garage as one parking space and their driveway as their second parking space. Units on Jonathon Ct. without a garage may use two designated (numbered for that unit), reserved spaces. Units without garages on McNichols Ct. must use one designated (numbered for that unit), reserved space for their first vehicle and one undesignated (not numbered) reserved space for their second vehicle. AT NO POINT MAY AN OWNER HAVE MORE THAN TWO VEHICLES PARKED ANYWHERE WITHIN THE COMPLEX.
5. Vehicles may be temporarily parked in the Fire Lane only when the vehicle is running with the hazards (emergency lights) enacted and the person utilizing the vehicle (the "Driver") is actively loading, unloading or otherwise temporarily conducting any legal or other reasonable activity at their unit, with a maximum time limit of 30 minutes. Vehicle is to be moved to an authorized parking space immediately after completion of temporary activity.
6. Vehicles may not be parked in such a manner that they block ingress or egress to the complex, including Fire Lanes, driveway(s), parking space(s) or other Owners vehicle(s), dumpster enclosures, walkways or building entrances.
7. Owners are responsible for any damage caused to the Common Elements, including the asphalt, parking blocks, landscaping, fences, dumpster enclosures, or any other such items. Owners are responsible for any damage caused by their Tenant, Guest, Visitor, Agent or other entity conducting business for Owner thereof. If damages are not repaired within ten (10) days, the Board shall promptly proceed with completing the repairs and the Owner will be back billed all related charges incurred by the Association.
8. There are five (5) guest parking spaces on Jonathon Ct. and there are four (4) guest parking spaces on McNichols Ct. Guest parking spaces will only be used by a guest or visitor. No Owner shall use guest parking for their vehicle(s). An Owner or Agent will be liable for ensuring their tenants do not utilize guest parking. Guest vehicles may not sit unmoved in a designated visitor parking space for more than 72 hours.
9. Contractor vehicles may be parked within the complex for the duration of time that services are taking place at a particular unit. Contractors shall park their vehicle in the designated parking space for that unit only or a designated guest parking space, and contractor vehicles shall not be parked within the complex after 5:00 P.M. or before 7:00 A.M. unless it is an emergency.

10. During periods of snowfall _____ accumulation and snow removal is necessary, to the best of their ability and in a manner not considered unreasonable in terms of safety and safe driving conditions, Owners will move their vehicles from the complex until such time that the complex has been plowed, shoveled and/or sanded and conditions are considered safe. An Owner shall promptly report any unsafe condition to the management company.

ENFORCEMENT: Article IX Section 9.9 permits the Association to fine an Owner up to \$50.00 per occurrence. Notice and opportunity for a hearing with the Board for the alleged violation will be provided prior to a fine being imposed. Tow fees or other assessments will be imposed immediately, without providing notice and opportunity for a hearing.

THESE PARKING LOT RULES AND REGULATIONS ADOPTED by the High Point Condominium Owners Association, Inc. Board of Directors, are effective: 8 Sep 04.

Signed by: Marie J. Sandgren, Its' President
(Print Name) (Title)

Marie J. Sandgren
(Signature)

And by: CAROLE J. LESSO, Its' SECRETARY
(Print Name) (Title)

Carole J. Lesso
(Signature)

And Attested by:

ROBERT DALE TAYLOR, Its' TREASURER
(Print Name) (Title)

Robert Dale Taylor
(Signature)

THESE PARKING RULES AND REGULATIONS DATED SEPTEMBER 2004 SUPERSEDE ANY AND ALL PREVIOUS PARKING LOT RULES AND REGULATIONS, WHETHER STATED OR IMPLIED.

ADDITIONAL COPIES OF THESE PARKING LOT RULES AND REGULATIONS ARE AVAILABLE BY CONTACTING THE MANAGEMENT COMPANY (Note that contact information is subject to change):

Z&R PROPERTY MANAGEMENT
6015 LEHMAN DR. #205
COLORADO SPRINGS, CO 80918