

**AMENDMENT OF SECTION 8 OF THE RULES AND REGULATIONS OF THE
RESERVE ON THE EAGLE RIVER REGARDING PARKING**

WHEREAS, The Reserve on the Eagle River Association hereinafter referred to as ("Association") has been granted the authority pursuant to its Governing Documents to establish, make and enforce rules and regulations; and

WHEREAS, The Board of Directors has previously implemented Rules and Regulations ("Rules and Regulations") to make living at the Association pleasant and comfortable, and to ensure harmonious relations.

WHEREAS, The Board of Directors has determined that it is reasonable and necessary to additionally amend the Rules and Regulations as provided for herein;

WHEREAS, This Supplement to the Rules and Regulations shall supplement and amend the existing Rules and Regulations and Policies, including all existing supplements thereto, of the Association. The Rules and Regulations will remain in full force and effect except as amended and supplemented herein.

WHEREAS, all Owners and their guests, licensees, and invitees shall be subject to the Association Governing Documents, which specifically includes any and all Rules and Regulations and covenants adopted by the Association.

NOW, THEREFORE, it is resolved that the following Amendment to the Rules and Regulations is adopted by the Board of Directors after full compliance with the Association's Adoption Policy.

8. PARKING

Section 8 of the Rules and Regulations - Parking ("Parking Rules") is hereby fully replaced with the following:

8.1 Parking for Current Residents and Guests - Definition. For purposes of these Parking Rules the term Current Resident shall mean the Owner of a Unit at the Association currently occupying the Unit, or a tenant of an Owner under a written lease agreement. Guest shall mean a guest or invitee of a Current Resident whom will be staying at the Current Resident's Unit for no more than thirty (30) consecutive days. Parking at The Reserve is only permitted for Current Residents and their Guests whose vehicles are properly registered with the Association as required in these Parking Rules.

8.2 Number of Allowed Vehicles Per Unit - Each Unit shall be entitled to one Registered Vehicle per bedroom within the Unit. **Registered, licensed, motorcycles parked in designated motorcycle parking areas do not count in the Unit parking allotment.**

8.3 Parking Areas. The parking areas at The Reserve are General Common Elements for the use of all Owners subject to these Parking Rules. There are no reserved or assigned parking spaces but parking is subject to these Parking Rules. There are two parking areas which are as follows:

8.3.1 Front Area - The front parking areas closest to the entry into the Project and in front of the Buildings are for Registered Passenger Vehicles only which fit inside the lined parking space. Vehicles must move regularly if parked in a front parking area; if the vehicle owner is not going to use a vehicle for 10 days or longer, the vehicle must be moved to a storage area.

8.3.2 Storage Area - the back, north parking area is for Additional Permit vehicles /trailers or other approved vehicles.

8.4 Registered Vehicles Only - All vehicles parked at The Reserve for more than 24 hours must be registered with the Association and prominently display a Parking Permit either as a Current Resident or Guest. Vehicles parked without such Parking Permit properly displayed shall be subject to fines or towing per the Association Enforcement Policy. A Parking Permit is procured as follows:

8.4.1 Current Residents - All Current Residents must register their vehicle with the Managing Agent by submitting a Parking Registration Application to Managing Agent as provided for below in order to procure a Parking Permit. Upon approval by the Association or Managing Agent of a Parking Registration Application, the Association or Managing Agent shall issue a Parking Permit to the Current Resident which must be displayed in the lower left corner of the windshield on the vehicle. The Parking Permit is non-transferable and the vehicle license plate must match the Parking Registration Application information on file with the Association or Managing Agent. It is the Current Resident 's obligation to update any change to Registered Vehicle information. Oversized vehicles which do not fit within the parking line parameters of a regular sized parking space at The Reserve require an Additional Permit. Parking Registration Applications for company vehicles must provide written verification from the company that the vehicle is the applicant's primary work transportation vehicle.

8.4.2 Guests - All Current Residents must procure Parking Permits for their Guests by requesting dated guest parking permits for temporary Guests from the Managing Agent. The Guest must use and display said Parking Permit in on the dashboard of the Registered Vehicle.

8.5 Additional Permits for Vehicle and Trailer Storage or Oversized Vehicles -

8.5.1 An Owner may apply for use of an additional Parking Permit for parking of a trailer ONLY ("Additional Permit"). Only one Additional Permit may be issued per Unit. Additional Permits are issued based upon availability and on a first come/first serve basis. Additional Permits are subject to fees as determined by the Association (the Additional Permit Fee is \$25 per month).

8.5.2 The following limitations apply to Additional Permits:

8.5.2.1 No recreational vehicles aka RV's inclusive of, but not limited to, motor homes, motor coaches, buses, pick-up trucks with campers or camper trailers may be issued an Additional Permit and or not permitted to be parked at any time upon the Project.

8.5.2.2 All Additional Permit vehicles /trailers must be parked in a designated trailer storage area in the Project.

8.5.2.3 No trailers/vehicles longer than 25 feet total length (length is defined as rear bumper to end of tow tongue) are allowed.

8.5.2.4 All trailers/vehicles must fit within the Additional Permit Parking Area parking space yellow lines.

8.5.2.5 All personal property items must be stored in or upon vehicles or trailers. The Association has no liability or responsibility for any personal property stored in or upon a vehicle or trailer. Any personal property items located upon the ground or not properly stored upon the vehicle or trailer may be considered abandoned and subject to removal. The Association is not liable for any such confiscated items and a bailment shall not be deemed to have occurred as a result of any such enforcement action by the Association or Managing Agent.

8.5.2.6 Additional Permits are non-transferable and may only be used for the vehicle or trailer to which it was registered to a current resident.

8.5.2.7 7 The Additional Permit shall be visible upon the vehicle or trailer at all times.

8.5.2.8 Additional Permits for commercial vehicles and trailers must be registered in the name of an Owner.

8.5.2.9 The vehicle or trailer granted the Additional Permit can be requested to be removed from the Project at any time by the Managing Agent or the Association if occupancy rises for any reason or the space is otherwise needed.

8.5.2.10 Additional Permits maybe revoked for non-payment of the Additional Permit Fee and upon such revocation the trailer subject to the Additional Permit shall be deemed an Unregistered Vehicle and subject to all remedies available to the Association and Managing Agent for removal or fining of Unregistered Vehicles.

8.6 Licensed Vehicles Only. No heavy duty commercial trucks , trailers, construction equipment, snowmobiles, dirt or trail motorcycles without a legal street license plate (including those stored on a trailer), nor any other motorized vehicle or recreational vehicle , other than a street licensed automobile or licensed street legal motorcycle , may be parked or driven upon the Project. This includes, but is not limited to, mini bikes, go-carts, snowmobiles, golf carts, and remote controlled motorized vehicles or devices that move.

8.7 No Vehicle Reparatons. Except as provided for below, minor vehicle repairs, such as oil changes, tire changing and/or rotation, battery replacement, etc. may occur in a back parking area only . Any repair work commenced must be completed within a 24 hour _period and the vehicle owner must clean u all debris . Also permitted:

8.7.1 Emergency actions such as jump starting or towing an inoperable vehicle;

8.7.2 Windshield replacement or repair; and

8.7.3 Emergency tire repair.

8.8 Speed Limit. Vehicles using the easements, driveways and parking areas must proceed safely and may not exceed 15 m h. ll residents must be aware that there are speed bumps on common property (installed to control speeding). Pedestrians and bicyclists must be aware of all speed bumps and take the *appropriate* caution.

8.9 Moving of Vehicles During Snowfalls. All vehicles must be moved from the parking spaces/area every forty eight (48) hours during times of snowfall to allow for plowing. If a vehicle is not so moved, the Association may tow or remove the vehicle by any reasonable means without prior notice. In such event, the Association is not liable for any damage to the vehicle and the Current Resident who owns the vehicle or whose Guest owns the vehicle shall be liable for the cost of moving the vehicle.

8.10 No Inoperable Vehicles. Inoperable or Unregistered vehicles shall not be parked in the parking area. If a vehicle remain s unmoved for seven 7 consecutive days, the vehicle will be towed within 48 hours.

8.11 No Unregistered Vehicles. Unregistered Vehicles shall not be parked in the parking area and any such vehicle can be towed or removed by the Association or Managing Agent without prior notice. In such event, neither the Association nor Managing Agent are liable for any damage incurred to the vehicle and the Current Resident \$who owns the vehicle or whose Guest owns the vehicle , as well as the vehicle ' s owner, shall be liable for the cost of moving the vehicle.

8.12 Designated Parking Spaces. All vehicles including motorcycles must park in appropriately designated parking spaces and shall not block in any way any egress or ingress, or the ability of any other vehicle to enter or exit safely from the Project. Idling of vehicles including motorcycles is prohibited to reduce noise.

8.13 Enforcement. Parking violations may be enforced by the Association and/or its Managing Agent either directly or through third party contractors or any authorized agent of any of the foregoing. The following shall be the fine structure and enforcement options for violations of these Parking Rules and shall be applicable to these Parking Rules as opposed to the general fine structure in the Enforcement Policy. All other provisions of the Enforcement Policy is applicable to enforcement of these Paring Rules except only Owners are entitled to request a Hearing as that privilege does not extend to Non-Owner Current Residents or Guests. Any person or entity that violates any of the Association 's Parking Rules is subject to fines and penalties as follows:

8.13.1 First violation - Written Warning that will be physically placed upon the vehicle. If a properly Registered Vehicle reasonable attempts will be made to

notify the Registered Vehicle's Owner per the information in the Vehicle Registration Application.

8.13.2 Second violation - \$200;

8.13.3 Third and each subsequent violations - \$300.

8.13.3.1 In addition to or in lieu of any of the foregoing penalties, any vehicle found to be parked in violation of the Governing Documents after the First Violation or within 48 hours of the First Violation warning without cure of the violation, may be booted, or have other similar devices designed to immobilize such vehicle attached to the vehicle, or be towed. If a vehicle is towed or booted, the vehicle owner is required to pay any costs or fees charged by the towing company in addition to the fines set forth in Section 8.12.1 above.

8.13.4 For any vehicle immobilized pursuant to this section, the following penalties may apply in addition to the option to have the vehicle towed at any time:

8.13.4.1 First Wheel Boot - wheel boot shall be removed only upon payment of the sum of \$100;

8.13.4.2 Second Wheel Boot of same vehicle or of any other vehicle parked by an individual whose vehicle has once previously been wheel booted - wheel boot shall be removed only upon payment of \$200;

8.13.4.3 Third Wheel Boot of the same vehicle or of any other vehicle parked by an individual whose vehicle has twice previously been wheel booted - wheel boot shall be removed only upon payment of \$300.

8.14 Purpose of Options. It is the intent of the Association that each of the enforcement mechanisms and penalties described in this Section shall be in addition to and not in lieu of any other enforcement mechanisms and penalties that may be available to the Association. Without limitation of the foregoing, the Association may seek an injunction to restrain a person from any further violation hereof, such remedy being in addition to all other remedies available at law, equity or otherwise.

UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE LIABLE FOR ANY DAMAGE TO A VEHICLE THAT IS BOOTED OR IMMOBILIZED OR FOR ANY CLAIMED DAMAGES DUE TO THE IMMOBILIZATION OF THE VEHICLE.

Current Residents must contact McNeil) Property Management Company (MPM) at (970) 479-6047 to acquire a valid vehicle sticker before parking a vehicle to our lots.

Please contact McNeill Property Management (MPM) at (970) 479-6047 to request a temporary parking pass for any specific guest parking situation or to make any other necessary special parking arrangements.

8.15 Miscellaneous

- 8.15.1** Every violation these Parking Rules is deemed to be a nuisance and is subject to all of the remedies provided for in the Governing Documents or by law for the abatement of the violation inclusive of, without limitation, all remedies found in the Association Enforcement Policy, and all public and private remedies allowed at law and equity against anyone in violation of the covenants shall be available.
- 8.15.2** Each Owner or other occupant of any other part of the Project shall comply with the provisions of the Governing Documents Association including these Parking Rules as the same may be amended from time to time.
- 8.15.3** Any action to enforce the Governing Documents, including these Parking Rules may be brought by the Association, the Board, Managing Agent or Association counsel in the name of the Association on behalf of the Owners.
- 8.15.4** The remedies set forth herein are cumulative and non-exclusive.
- 8.15.5** Failure of the Board, Managing Agent or the Association or aggrieved Owner to enforce the Governing Documents including these Parking Rules shall not be deemed a waiver of the right to do so for any subsequent violations or the right to enforce any other part of the Governing Documents at any future time.
- 8.15.6** No member of the Board or the Managing Agent shall be liable to any other Owner or person for the failure to enforce any of the Governing Documents including these Parking Rules.
- 8.15.7** If legal assistance is obtained to enforce any provisions of the Governing Documents including these Parking Rules, or any legal proceeding, whether or not suit is brought, for damages or enforcement of the Association Governing Documents including these Parking Rules, or the restraint of violation of the Association Governing Documents including these Parking Rules, the Association shall be entitled to recover all attorney's fees and costs incurred by it in such action.

NOW, THEREFORE, IT IS RESOLVED that this Amendment to the Rules and Regulations are hereby adopted by the Board of Directors of The Reserve on the Eagle River:

ADOPTED as of November 20, 2017

Deb Forsline, President