

RESOLUTION  
OF THE BOARD OF DIRECTORS OF THE  
LUPTON VILLAGE RESIDENTIAL METROPOLITAN DISTRICT

Establishing Guidelines for the Enforcement of Parking around townhome units within the District

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WHEREAS, Lupton Village Residential Metropolitan District No. 1 (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to §32-1-1004(8), C.R.S., the District is authorized to provide covenant enforcement services to properties within (each property individually referred to herein as the "Property") the District's boundaries; and

WHEREAS, the District owns the land surrounding the 73 townhome units located at 1353 Reynolds Street, which is designated as Outlot A of the Lupton Village PUD Second Filing (filed with the Weld County Clerk & Recorder at Reception #4725741 on June 14, 2021), and such land is comprised of alleyways streets and parking spaces that provides vehicle access to the garages of the 73 townhome units;

WHEREAS, the District owns the land surrounding the 61 townhome units located at 503 South Rollie Avenue, which is designated as Outlot A of the Lupton Village PUD Third Filing (filed with the Weld County Clerk & Recorder at Reception #4800283 on February 07, 2022), and such land is comprised of alleyways streets and parking spaces that provides vehicle access to the garages of the 61 townhome units;

WHEREAS, the District owns the land surrounding the 120 townhome units located at 500 South Denver Avenue, which is designated as Outlots A, B and C of the Flats at Lupton Village PUD (filed with the Weld County Clerk & Recorder at Reception #4852006 on August 30, 2022), and such land is comprised of alleyways streets and parking spaces that provides vehicle access to the garages of the 120 townhome units;

WHEREAS, the Declaration of Covenants, Conditions and Restrictions For Lupton Village PUD and Lupton Village Residential Metropolitan District filed with the Weld County Clerk & Recorder on August 05, 2021 at reception number 4743200 (the "Declaration") is applicable to Lupton Village PUD Second Filing, Lupton Village PUD Third Filing and the Flats at Lupton Village PUD and establishes the District's Board as the Governing Board responsible for enforcing the terms and provisions of the Declaration; and

WHEREAS, section 3.6 of the Declaration establishes certain rules and restrictions regarding the parking, storage and repairs of vehicles within the District. (See [Exhibit A](#)); and

WHEREAS, each of the 254 townhome Units within the District are designed to store a maximum of 2 vehicles in the garage of the Unit; and

WHEREAS, notwithstanding anything in this Resolution to the contrary, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the enforcement of parking on

District owned and maintained alleyways, streets and parking spaces surrounding the 254 townhome units; and

WHEREAS, the Board desires to adopt this Resolution.

NOW, THEREFORE, the Board hereby RESOLVES:

1. **“No Parking” Zones:**

Vehicles shall not be parked in a “no parking” zone within the District - as identified in **Exhibit B** to this Resolution. Vehicles parked in “no parking” zones are in violation of this rule regardless of the duration such vehicles are parked in such “no parking” zones. However, emergency vehicles (including police, fire department and utility vehicles) providing services to District residents are exempted from this parking restriction.

2. **District-owned Parking Spaces:**

- a. The 68 marked parking spaces within Lupton Village PUD Second Filing, 61 marked parking spaces within Lupton Village PUD Third Filing and street-designated parking spaces within the Flats at Lupton Village PUD are owned and maintained by the District.
- b. Vehicles parked in District-designated parking spaces shall not be parked for more than 48 consecutive hours in the same parking space.
- c. Vehicles parked in District designated parking spaces shall be in good repair. Any leaking fluids that stain the surface of the parking spaces and any damages to parking surfaces caused by parked vehicles shall be cleaned and/or repaired by the District and all related costs incurred by the District – plus a **\$250 fine** – shall be charged back to the property account of the related Unit Owner.
- d. **Restrictions on Parking of Boats, Trailers, Campers, RVs and Box Trucks:** All vehicles identified in Section 3.6.2 of the Declaration and box trucks (see definition below) shall not be parked in District designated parking spaces unless prior written approval is first obtained from the District or its parking enforcement subcontractor. *Residents are not granted temporary exceptions to this Policy until after the District or its parking enforcement subcontractor issues written confirmation that the Temporary Parking Request Form has been approved.* Vehicles for which no approved Temporary Parking Request Form exists or are otherwise in violation of section 3(a) will be booted by the District’s parking enforcement contractor.
  - i. **Box Trucks - Defined:** Any vehicle that has a cuboid-shaped, enclosed cargo area behind the driver’s cab and such cargo area is not typically designed for passenger transportation.

3. **Parking Violation Notification and Towing:**

- a. **Initial Warning Notice.** The District shall post an Initial Warning Notice on the front windshield of a vehicle in violation of this policy explaining (1) the nature of the violation, (2) the action

required to remedy the violation and (3) a warning that the vehicle may be towed by the District within 28 days of this this Notice.

- b. Second Warning Notice: If the vehicle remains in violation of this policy 14 days after the Initial Warning Letter was posted on the vehicle, the District shall post a second warning letter on the front windshield of a vehicle in violation of this policy explaining (1) the nature of the violation, (2) the action required to remedy the violation and (3) a warning that the vehicle may be towed by the District within 14 days of this this Second Warning Notice.
- c. Notice Language: The written notice shall be in English.
- d. Notice Posting Method: All Notices shall be posted under the windshield wiper blade of the vehicle in violation or, if the wiper blade is missing or not functional, all Notices shall be taped to the windshield of the driver-side door of the vehicle. All Notices shall be placed in a sheet protector before posting on the Vehicle to reduce weather damage to the Notice.
- e. Vehicle Towing: Any vehicles that fail to comply after the expiration of the 14-day Second Warning Notice compliance period, shall be towed by a District-selected towing contractor to the towing contractor's storage yard.

4. **48-Hour Compliance** :

Violation notice periods will not reset for any vehicles in violation of this policy that are moved to another District-owned parking space or moved off of District property for less than 48 hours.

5. **Single Family Home Lots – Applicability of Policy**:

This Policy is not applicable to the 90 single family home Lots or the 27 Courtyard (Senior Community) Home Lots within the District.

6. **Resident-Reported Complaints**:

Resident-reported violations of this Policy must include a time-stamped photo of the vehicle that is allegedly in violation of this Policy and a time-stamped photo of the vehicle's license plate. The District shall dismiss all Resident-reported violations that are not documented with time-stamped photos of the vehicle and its license plate. The District, in its sole discretion, shall decide whether Resident-reported violations of this Policy are valid.

7. **Notice Responsibilities Regarding this Policy**:

Unit Owners are responsible for informing their residents and guests regarding this District Parking Enforcement Policy. The District is responsible for informing Unit Owners regarding this Policy and any subsequent changes to this Policy. Posting this Policy (and all subsequent amendments thereto) on the District's website and emailing such Policy to all Owners that have provided the District with an email address is considered sufficient notice provided by the District to Unit Owners.

8. **Ratification of Past Actions:**

All acts, omissions, and/or waivers heretofor undertaken by the District or its parking enforcement subcontractor that would otherwise have been authorized by or not required by this Resolution are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

9. **Additional Actions:**

The Board directs its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Resolution.

10. **Deviations:**

The District may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

11. **Supersedes Prior Resolutions:**

This Resolution shall supersede and replace in their entirety all prior resolutions addressing parking enforcement within the District. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.

12. **Severability:**

If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

13. **Savings Provision:**

Failure by the Manager, General Counsel or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts by the District to provide parking enforcement services.

ADOPTED this 2<sup>nd</sup> day of October 2023.

LUPTON VILLAGE RESIDENTIAL METROPOLITAN  
DISTRICT

DocuSigned by:  
*Jeana Hughes*  
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Jeana Hughes, Board President

ATTEST:

DocuSigned by:  
*Brad Kaatz*  
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Bradly Kaatz, Secretary

## **Exhibit A – Section 3.6 of the Declaration**

### **3.6 Vehicular Parking, Storage and Repairs.**

**3.6.1** Except as otherwise provided in subsection 3.6.2 hereof and/or in rules and regulations which may be adopted by the Governing Board or the ARC from time to time, vehicles shall be parked only in the garages and driveways, if any, serving the Lots, or in appropriate spaces or areas which may be designated by the Governing Board or the ARC from time to time, except that any vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. Vehicles shall be subject to such reasonable rules and regulations as the Governing Board, or the ARC may adopt from time to time. The Declarant ( or a builder with the express written approval of the Declarant) may designate certain parking areas for visitors or guests, and the Governing Board or the ARC may adopt reasonable rules and regulations, from time to time, governing traffic or parking areas.

**3.6.2** Except as may otherwise be set forth in the rules and regulations or Guidelines, or as otherwise required by law, commercial vehicles, vehicles with commercial writing or "Logos" on the exterior of the vehicles less than 24 square inches on each side and the rear of the vehicle, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, recreational vehicles, golf carts, boats and boat trailers, junk cars, cars that are not capable of moving on their own power, and buses shall be parked only in enclosed garages or specific areas, if any, which may be designated by the Governing Board from time to time. Additionally, Commercial Vehicles are also subject to the following restrictions:

- a. No Commercial Vehicles 1 ton or larger, or any vehicles that have mechanical devices (crane, bucket/boom, fueling tanks, tow truck lifts, generators, etc.) attached to them, shall be parked or stored in the Districts, except as provided in enclosed garages or specific areas (if any) designated by the Governing Board. No truck shall have fuel storage tanks on board or any hazardous material by DOT standards. You will be asked to remove such commercial vehicles from the District.
- b. Commercial Vehicles used by the homeowner for daily commuting with commercial writing (Logo's) on their exterior front doors/sides/tail gate and or in window glass area that is a one (1) ton truck or smaller (Car) can have a small logo on each front door/sides/tail gate no larger than 24" by 24" measuring the sticker or magnetic sign from edge to edge. There shall be no parking for advertising allowed on cars, vans and or trucks. Racking systems (Ladder racks) on commercial vehicles are allowed in the District, with ladders side by side, although there shall be no stacking of ladders and no exposed material storage.
- c. Emergency vehicles (Police, Fire, (Government) or Volunteer are exempt from these restrictions. Volunteer vehicles will need documentation. Commercial Trucks/cars that do not meet these guidelines will be asked to park outside of the District's boundaries.
- d. These restrictions, however, shall not restrict trucks or commercial vehicles that are necessary for construction or for the maintenance of any portion of the Property or any Improvements located thereon, nor shall such restriction prohibit vehicles that may be otherwise parked as a temporary expedient for loading, delivery or emergency. Stored vehicles and vehicles which are inoperable or do not have current operating licenses shall not be permitted in the Property except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if, for example, it is up on blocks or covered with a tarpaulin and remains on blocks or so covered for seventy-two (72) consecutive hours without the prior approval of the Governing Board. This provision is intended to be broadly interpreted to cover almost any type of vehicle or structure not intended for every-day use. However, trailers, campers, motor homes, pickups, coaches, tents, or boats, which are entirely screened from view from the adjoining street or a neighboring house, or are stored completely within a garage, and are not used

for living purposes, will not be in violation of these restrictions. The fact that a vehicle of the above description may be licensed by the State of Colorado or any other state as a passenger vehicle shall in no way exempt it from this provision or the general intent of this provision.

**3.6.3** In the event the Governing Board determines that a vehicle is parked or stored in violation of subsections 3.6.1 or 3.6.2 hereof, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter, as determined by the Governing Board in its discretion from time to time, the Governing Board shall have the right to remove or boot the vehicle at the sole expense of the owner thereof. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot or dwelling, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required, and the vehicle may be towed or booted immediately. If a vehicle is towed or booted in accordance with this Section, neither the Governing Board, nor any agent of the Metropolitan District shall be liable to any Person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Governing Board's right to tow or boot is in addition to, and not in limitation of, all other rights of the Governing Board, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Governing Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

**3.6.4** No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Properly unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining real estate and Improvements. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle on a Lot, together with those activities normally incidental and necessary to such washing and polishing.



## Exhibit B1 – Parking Restrictions Map – Filing No 2



Areas marked in RED are designated as “No Parking” zones.

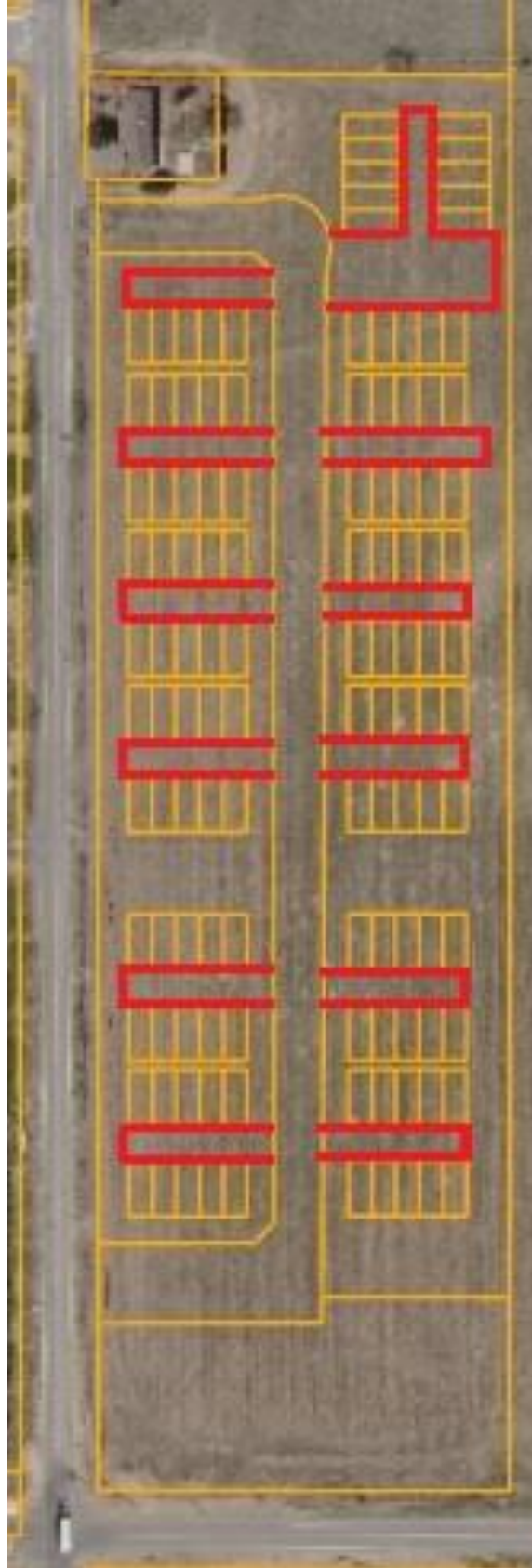


## Exhibit B2 – Parking Restrictions Map – Filing No 3



Areas marked in RED are designated as "No Parking" zones.

## Exhibit B3— Parking Restrictions Map – Flats PUD



Areas marked in RED are designated as "No Parking" zones.