

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

Establishing guidelines for the enforcement of parking on District-owned land located  
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, certain vehicle parking areas are overcrowded and residents are not self-regulating the number of vehicles parked or the length of time parked, or are otherwise not in compliance with the Declaration;

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.

Signs shall be posted at both entrances to each of the three townhome locations warning drivers that their vehicles may be booted at any time if such vehicles are parked anywhere other than in a designated parking stall. Curbs in No Parking Zones shall be painted and marked with the following text: “No Parking At Any Time”. Additional signs may be posted at the entrance of each alleyway stating “No Parking in Alleyway at Any Time” but such additional signage is redundant to the warning signs posted at both entrances and not required before vehicles parked in violation of these rules may be booted or towed.

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. The District may designate certain parking lots for parking use by permit only. The District shall determine the number of parking passes allocated to each unit owner for such lots. Parking passes shall be displayed at all times while in the District Lots. Passes are valid in the Lot for which they are issued. Vehicles with a parking pass are subject to all other rules and regulations herein.
- e. **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, Booting and Towing:**

- a. Vehicle Booting: Vehicles parked in a No Parking zone and vehicles parked in a District-provided parking stall that are in violation of Section 2 of this Policy shall be subject to booting at any time by the District's third-party parking enforcement contractor. The vehicle owner is solely responsible for paying the fee to the District's parking enforcement contractor to release the boot.
- b. None of the fees collected by the District's parking enforcement contractor shall be shared with or forwarded to the District, and the District will have no authority to reverse or forgive fees properly charged by the District's parking enforcement contractor to release the boot on a vehicle parked in violation of these Rules.
- c. Vehicle Towing: Any parked vehicles that are either (1) obstructing residents' access to their garages or (2) booted for more than 72 hours shall be towed out of the District by the District's third-party towing contractor.

**4. 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.

**5. Resident-Reported Complaints:**

Residents should report their parking concerns to the District. The District parking enforcement contractors shall not perform any enforcement services at the direction of District residents. The District parking enforcement contractors shall perform their services in compliance with service agreements with the District and at the direction of the District Manager.

**6. 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

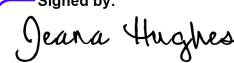
12. **Savings Provision:**

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 February 13, 2025.

LUPTON VILLAGE RESIDENTIAL METROPOLITAN  
DISTRICT

Signed by:

  
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Jeana Hughes, Board President

ATTEST:

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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**  
(Reynolds St townhomes)



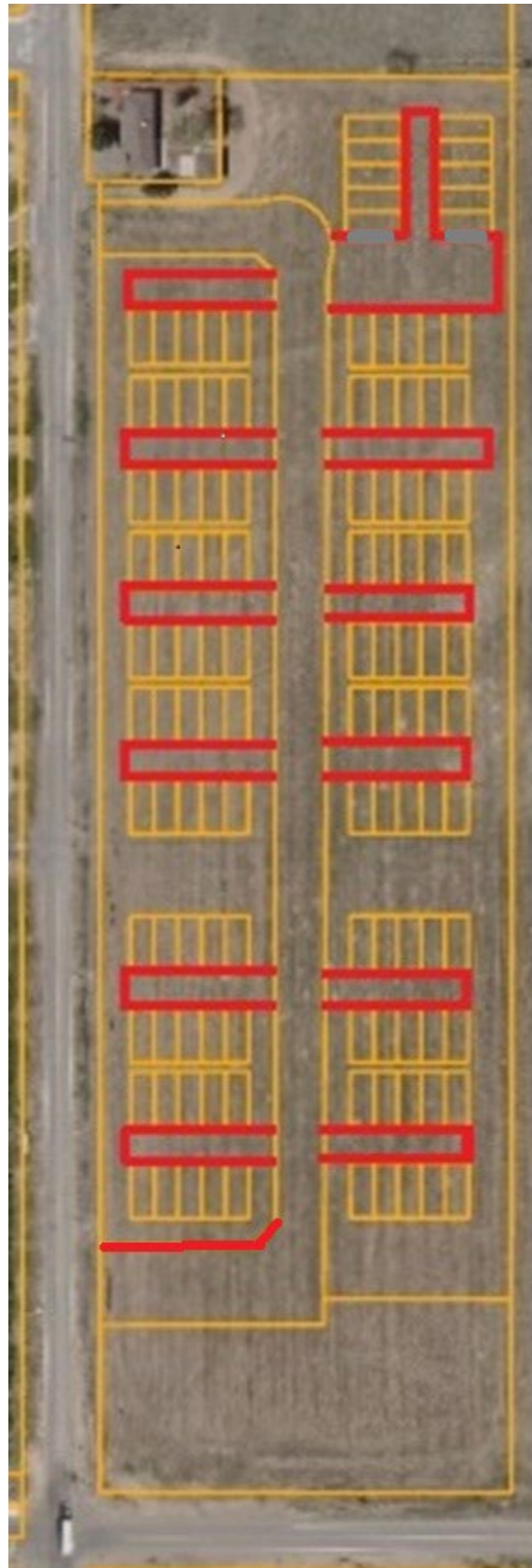
Areas marked in RED are designated as “No Parking” zones.



**Exhibit B2 – Parking Restrictions Map – Filing No 3**  
(S. Rollie Ave Townhomes)



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



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