

**RESOLUTION
OF
NOW COLORADO AT WILDERNEST, INC.
ADOPTING RULES AND REGULATIONS, AND A POLICY FOR VEHICLE PARKING
AND TOWING**

SUBJECT: Vehicle Parking and Towing.

PURPOSE: To adopt standard policies, procedures, and rules regulating the parking of vehicles within the community.

AUTHORITY: The Association's Condominium Declaration, Bylaws, Articles of Incorporation and Colorado law.

**EFFECTIVE
DATE:** _____, 2026

RESOLUTION: The Association hereby adopts the following policy, procedures, rules, and regulations ("Policy") which shall supplement, and supersede in the event of conflict, any other policies, rules, regulations, and guidelines addressing the subject matter herein. This policy applies to Owners, occupants, tenants and guests in the Now Colorado at Wildercrest condominium community ("Community").

I. Definitions.

A. Unlicensed or Inoperative Vehicle. Include any automobile, truck, motorcycle, or other vehicle: (i) defined by Colorado statute as inoperable; (ii) which does not have an operable propulsion system; (iii) which does not have a license plate or has a license plate that has been expired more than 60 days; and/or (iv) which has flat tires or is not otherwise road worthy.

B. Emergency Vehicle. Include a motor vehicle that meets all of the following criteria:

(i) The vehicle is required by an Owner or occupant's employer to be parked at the Owner or occupant's residence as a condition of the Owner or occupant's employment; and

(ii) The vehicle has a gross weight of ten thousand pounds or less; and

(iii) The vehicle is used by an Owner or occupant who is a member of a volunteer fire department or employed as an Emergency Service Provider; and

(iv) The vehicle bears an official emblem or other visible designation of the Emergency Service Provider.

If requested by the Association, an Owner or occupant shall provide proof, in a means acceptable to the Board of Directors, of qualification of a vehicle under the above definition.

C. Emergency Service Provider. A primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical service. Providers of water, electricity, gas, phone and communication services are specifically excluded from the definition of Emergency Service Provider.

D. Commercial Vehicle. A vehicle that meets any of the following characteristics or combination of characteristics:

- (i) Vehicles deemed a "commercial vehicle" pursuant to state, federal, or local law, ordinance, rule or regulation;
- (ii) Vehicles that have a gross vehicle weight rating in excess of 8,500 pounds;
- (iii) Vehicles with business signage, advertisements, or logos, which by themselves, or the combination of the same, cover more than 20% of the vehicle;
- (iv) Vehicles with no passenger seats (i.e. delivery vans);
- (v) Trucks where the bed of the truck contains a non-standard bed, but rather a bed designed for commercial/industrial use;
- (vi) Any vehicle with racks, ladders, or panels designed to carry equipment; and/or
- (vii) Vehicles with commercial vehicle license plates.

II. **Parking Areas Within the Community and Permit Requirements.**

A. Parking Areas within the Community. Parking within the community is limited to owners and residents with assigned parking passes. Each Unit will be granted two passes for two parking spaces. Owners and residents shall be required to register the license plate number, make and model of each vehicle for which their two allotted parking passes will be utilized. The location of the assigned parking spaces is shown on the attached Exhibit A map.

B. Visitor Parking. There are unassigned visitor parking spaces within the community. The location of the visitor parking spaces is shown on the attached Exhibit A map. The visitor parking spaces are available on a first come, first served basis. Owners and occupants of Units are encouraged not to park in visitor parking spaces unless absolutely necessary and Owners and occupants of Units may not park overnight in visitor parking spaces without prior written Board approval.

Commented [EM1]: This can be removed or revised depending upon whether you have visitor parking and what your rules for use of the visitor parking are.

III. Parking Rules and Covenants.

A. Parking Rules and Covenants. Vehicles parked within the community are subject to the following rules and covenants:

- (i) Vehicles must fit completely within the parking space so as not to extend over into another parking space or out into the drive lanes.
- (ii) Unlicensed or Inoperable Vehicles may not be kept, stored, or parked within the community parking spaces.
- (iii) Visitors may only park their vehicles in the visitor parking spaces.
- (iv) All motorcycles must have a block of wood, piece of metal, or other sturdy material placed under the kickstand in order to prevent damage to the parking surfaces.
- (v) Any vehicle leaking oil or other fluids must be repaired immediately. The owner or operator of any such vehicle shall be responsible for the expenses incurred by the Association in cleaning up any such spill or the damages caused by same. In addition, fines may be levied against such owner or operator after notice and an opportunity for hearing.
- (vi) Vehicles shall not be permitted upon lawns, landscaped areas, or sidewalks. The owner or operator of any such vehicle causing damage to the aforementioned common elements shall be responsible for the cost of such damage and may be subject to fines after notice and an opportunity for hearing.
- (vii) Vehicles may not be parked within the same visitor parking space for more than three consecutive days without prior written Board approval.
- (viii) No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup truck or van), boat, or similar vehicles or equipment, shall be permitted to be parked or stored within the community parking spaces, unless parked as a temporary expedient for loading, delivering or emergency, parked or stored on a temporary basis, or specifically allowed by the Association.
- (ix) No vehicles may be operated within the community which are unreasonably noisy or which emit an unreasonable amount of smoke or other emissions.
- (x) No off-road unlicensed motor vehicles may be operated within the community.

(xi) No maintenance, repair, rebuilding, dismantling, painting or servicing of any kind of motor vehicle shall take place within the community, including without limitation within any parking areas, unless within an enclosed garage.

B. Emergency Vehicle Parking. Notwithstanding any covenant, rule or regulation to the contrary, as required by Colorado law, Emergency Vehicles may be parked by the owner or occupant in a reserved Limited Common Element parking space or in a designated visitor parking space. While parked, the Emergency Vehicle shall not obstruct emergency access or interfere with the reasonable needs of other owners or residents to use the streets, drive lanes, or other permissible parking areas within the community.

IV. Enforcement

A. Except as set forth below, where it allows for immediate towing, in the event a vehicle is parked in violation of this Resolution, the Association will post written notice ("Notice") on the windshield of the vehicle at least 24 hours prior to towing, which notice will contain the following information:

- (i) The vehicle will be towed without consent if it remains parked inappropriately;
- (ii) Description of the parking violation;
- (iii) The vehicle will be towed if it is not moved; and
- (iv) If the vehicle continues to violate the Parking Regulations in the same manner, this may lead to immediate towing without notice.

B. For each individual tow, the Association, its authorized agent, employee, or management company/manager shall, in conjunction with the above Notice, provide to the tow company, within 24 hours immediately preceding the tow, the legally required and signed approval form created in accordance with C.R.S. §40-10.1-405(3)(d)(I). The form was created by the Public Utilities Commission and is attached to this policy. Such form shall not be automated or preapproved.

C. If the violation continues past the time for correction stated on the Notice, the vehicle may be towed in accordance with the Notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

D. Immediate Towing A vehicle will be subject to immediate towing, without notice, if:

- (i) The vehicle is parked in a designated fire lane;

(ii) The vehicle is parked in a handicap parking space without displaying an appropriate placard or license plate;

(iii) The vehicle is blocking a driveway or roadway enough to effectively obstruct access;

(iv) The vehicle has received two or more previous notices for violating the Parking Regulations in the same manner;

(v) The vehicle is parked in a space designated for use of a particular resident;

(vi) The vehicle is being repossessed by a creditor with a lien or security interest in the vehicle;

(vii) The removal is expressly ordered or authorized by a court order, an administrative order, or a peace officer or by operation of law; or

(viii) The vehicle is parked without authorization in a parking lot marked for the exclusive use of residents or invited guests.

E. Immobilization.

(i) The Association will post written Notice on the windshield of the vehicle at least 24 hours prior to immobilizing, which Notice will contain the following information:

- a. The vehicle will be immobilized if it remains parked inappropriately;
- b. Description of the parking violation;
- c. Date and time the vehicle will be immobilized if it is not moved or if the parking violation has not been corrected;
- d. If the vehicle continues to violate the Parking Regulations in the same manner, this may lead to immobilization without notice.

(ii) For each individual immobilization, the Association, its authorized agent, employee, management company/manager, or resident to whom a parking space is assigned, shall in conjunction with the above Notice, sign the vehicle immobilization form to be provided by the immobilization company in accordance with C.R.S. §40-10.1-805(1)(a)(II) within 24 hours immediately preceding the immobilization. Such form shall not be automated or preapproved.

(iii) Immobilization Without Notice. A vehicle will be subject to immobilization without notice, if:

a. The vehicle immobilization company provides Notice by placing such Notice on the inappropriately parked vehicle, containing:

1. the phone number of the company,
2. normal operating hours, and
3. phone number to contact the company outside of normal business hours; **and** one or more of the below circumstances apply:

A. The vehicle is parked a second or subsequent time in the same inappropriate manner that caused it to receive previous notice(s);

B. The vehicle is parked in a handicap parking space without displaying an appropriate placard or license plate;

C. The vehicle is blocking a driveway or roadway enough to effectively obstruct access;

D. The vehicle is parked or effectively obstructing a fire hydrant or a designated and marked fire zone;

E. The vehicle is parked in a space designated for use by a particular resident;

F. The removal is expressly ordered or authorized by a court order, an administrative order, or a peace officer or by operation of law; or

G. The vehicle is parked without authorization in a parking lot marked for the exclusive use of residents, except that a vehicle owner shall receive Notice if parked in spaces designated as "visitor parking".

b. No Liability. If a vehicle is towed or immobilized in accordance with this Policy, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing activity.

c. Renters. Owners who rent their Units are required to provide their tenants with a copy of this Policy and the Parking Regulations before such person agrees to be a tenant.

F. Other Remedies. Notwithstanding anything to the contrary in this Policy, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow. The Association's right to tow is in addition to and not in limitation of all other rights of the Association.

V. General

A. No Liability. If a vehicle is towed in accordance with this Policy, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing activity.

B. Renters. Owners who rent their Units are required to provide their tenants with a copy of this Policy.

C. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

D. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.

E. Deviations. The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.

F. Amendment. This Policy may be amended from time to time by the Board of Directors.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Association hereby certifies that the foregoing Resolution and Policy was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on _____ and in witness thereof, the undersigned has subscribed his/her names.

NOW COLORADO AT WILDERNEST, INC.
a Colorado nonprofit corporation,

President

Exhibit A

See attached map showing parking areas.

DRAFT



COLORADO
Department of
Regulatory Agencies
Public Utilities Commission

PROPERTY OWNER TOW AUTHORIZATION FORM

TOW INFORMATION

DATE: _____ TIME: _____

PROPERTY ADDRESS OF TOW: _____

INAPPROPRIATE PARKING/REASON FOR TOW: _____

VEHICLE INFORMATION

MAKE: _____ MODEL: _____ COLOR: _____

LICENSE PLATE / STATE: _____ VIN: _____

PROPERTY OWNER INFORMATION

NAME (PRINTED): _____ EMAIL: _____

ADDRESS: _____ PHONE: _____

PROPERTY OWNER SIGNATURE: _____

(FOR RESIDENTIAL PPIs ONLY) I certify that 24-Hour notice was provided prior to the tow, if applicable. ☐

I certify that I meet the definition of a property owner, for purposes of tow authorization* ☐

*Pursuant to PUC Rule 6501(u), "property owner" means (I) the owner or lessee of the private property or public property; (II) a person who has been authorized to act as an authorized agent for the property owner or lessee of the private property or public property; or (III) a federal, state, county, municipal, or other government entity that is the owner or lessee of the private property or public property, or such entity's employees responsible for such property. In addition, a person, pursuant to §§ 40-10.1-405(3)(a)(IV)(B) and (C), C.R.S., (e.g., an HOA board member) may be considered a property owner, for purposes of authorizing a nonconsensual tow. Please note that state law requires a Residential PPI (i.e., a nonconsensual tow from residential private property, including from a common parking area) to be authorized by the owner or lessee of the private property, their direct employees, or direct employees of a retained property management company.

Towing Carrier Use Only:

Company Name: _____

Storage Facility Address: _____

Telephone Number: _____ **PUC Permit Number:** _____

*Report problems to the Public Utilities Commission at (303) 894-2070.

Form Updated: 08/09/24