

FAIRWAYS AT WOLF CREEK HOMEOWNERS' ASSOCIATION

Parking Policy

WHEREAS, Section 5.03 of the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of the Fairways at Wolf Creek PRUD (Phase I)(the "Declaration") states: "Association Rules. The Board from time to time, subject to and not inconsistent with the provisions of this Declaration, may adopt, amend, repeal and enforce reasonable Restrictions and Rules governing all matters concerning the use and enjoyment of the Property and the conduct of Owners and their invitees within the Development..."

WHEREAS, Section 5.04 of the Declaration (Compliance and Enforcement.) requires every Member and occupant of a Living Unit to comply with the governing documents of the Association and allows the Board to impose fines for violation of the governing documents, after notice and an opportunity for a hearing;

WHEREAS, the Board of Directors of the Fairways at Wolf Creek Homeowners' Association (the "Board") finds the need to adopt a policy regarding parking in the Fairways Community for the benefit of all Fairways Owners and Residents;

NOW THEREFORE, IT IS RESOLVED that the following Fairways at Wolf Creek Homeowners' Association Parking Policy be adopted.

Fairways at Wolf Creek Homeowners' Association Parking Policy

1. Parking Violations.

- a. Parking of recreational vehicles, commercial vehicles, unlicensed vehicles, trailers, boats, or watercraft within the Fairways Community, except in enclosed garages, is prohibited.
- b. Any violation of this parking prohibition, which is not expressly authorized in writing by the Board, shall be deemed a "Violation" under this Parking Policy.

2. Violation Process.

If an Owner, resident, guest, tenant, or family member violates the parking prohibition, the following steps shall be followed by the Association:

- a. **Initial Notice:** If the Association discovers a Violation, the Association will provide written notice of the Violation by regular mail to the Owner of the property on which the Violation occurred. The notice shall state the date of the Violation and shall state that if the Violation is not corrected within forty-eight (48) hours a fine may be imposed based on the Violation. In its discretion and in addition to providing written notice, the

Association may also contact the Owner regarding the Violation through other reasonable and non-intrusive means (i.e. telephone, email) in an attempt to expedite correction of the Violation.

- b. **Continuing Notice:** If the Owner does not remedy the Violation within forty-eight (48) hours, or if the Owner commits a subsequent Violation, the Association shall send to the Owner a Notice of Continuing Violation. The Notice of Continuing Violation shall be sent by regular mail and certified mail, informing the Owner of the continuing Violation and that a fine will be assessed. The Continuing Notice shall include the right to request an informal hearing within fourteen (14) days from the date the fine is assessed. No interest or late fees may accrue on the fine until after a hearing has been conducted and a final decision has been rendered.

3. **Fine Structure/Daily Fines.**

- a. The amount of the fine imposed pursuant to Paragraph 2 shall initially be \$100.00 plus daily fines of \$50.00/day.
- b. The amount of the fine for any subsequent Violation shall be \$100.00 plus daily fines of \$75.00/day.
- c. The Association may vary from these fines as it sees fit to adjust for extenuating circumstances or, conversely, aggravating circumstances attendant to any particular case.

4. **Right to a Hearing.**

Included in the Notice of Continuing Violation will be the opportunity for the Owner to request and be granted a hearing by the Board to appeal the fine. To request a hearing, the Owner must make a written request to the Association within fourteen (14) days of the date of the Notice of Continuing Violation. Should the Owner fail to request a hearing within fourteen (14) days, that Owner will have waived his/her opportunity for said hearing and will have waived his/her right to contest the fine. All cases that are up for fine review will be heard by the Board at its regularly scheduled meetings, unless otherwise determined in the Board's discretion.

5. **Payment/Collection of Fines.**

- a. Any unpaid fines shall become a lien against the property and shall accrue interest at the rate of 1.5% per month.
- b. Unpaid fines may be collected as an unpaid assessment pursuant to the governing documents or as permitted by statute.
- c. If the Association hires legal counsel to collect any unpaid fines, the Association may recover all expenses incurred by the Association in collecting the unpaid fines, including costs and reasonable attorney fees.

6. **Referral to Legal Counsel.**

Where a Violation is determined to exist and where the Association deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal counsel to pursue any legal or equitable remedy that may be available to the Association.

7. **Notices.**

Any notice required by this Policy to be given, sent, or delivered, or received in writing will be deemed to have been given, sent, delivered, or received, as the case may be, upon the earlier to occur of the following:

- a. When the notice is delivered via facsimile, the notice is deemed delivered when the sender receives a facsimile acknowledgement, acknowledging delivery of the facsimile.
- b. When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association.
- c. Where the interests of an Owner have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interests in the property have been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Policy will be deemed full and effective for all purposes if given to such representative or agent.

8. **Cure of Violation During Enforcement.**

- a. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Policy. Upon verification by the Association that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines incurred under this Policy during the time the Violation existed.

IT IS FURTHER RESOLVED THAT this Parking Policy is effective January 1, 2011, to remain in force and effect until revoked, modified, or amended.

IN WITNESS WHEREOF, the said Board of Directors has caused this Resolution and Policy to be signed by its President and Secretary, the ____ day of _____, 2010, and directs its distribution to all Owners.

FAIRWAYS AT WOLF CREEK HOMEOWNERS' ASSOCIATION

By: _____, President

By: _____, Secretary