

## EXHIBIT A

### PRAIRIE MEADOWS CONDOMINIUM ASSOCIATION, INC.

#### **POLICY AND RULES AND REGULATIONS REGARDING PARKING**

Within the Prairie Meadows Condominium Community, in addition to the covered parking associated with those Units with garages, there is designated "off street" parking spaces ("Additional Parking Spaces") for the use by residents. As a result of, and in response to, the long term high demand for use of Additional Parking Spaces by residents, the Board of Directors of the Association desires to enact the following policy with respect to such parking and other matters.

#### Policy

In addition to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions of the Prairie Meadows Condominiums and any current provisions within the Rules and Regulations of the Community, it shall be the policy of the Association that use of Additional Parking Spaces shall be facilitated by and subject to assignment by the Association so as to ensure that all Units have the opportunity to utilize Additional Parking Spaces, and that use of the Additional Parking Spaces and parking within the Community be controlled so as to preserve access, order and value within the Community.

NOW, THEREFORE, BE IT RESOLVED, THAT THE Association hereby adopts the following resolutions governing Additional Parking Spaces and parking within the Community:

1. Parking and Other Restrictions. Parking or other actions of Owners, residents of the Community and guests in violation of the following restrictions and prohibitions may result in assessment of fines by the Association, towing of offending vehicles without notice to the Owner of the vehicle or any Owner or resident of the Community, and such other action by the Association as may be permitted by the Declaration. The prohibitions and restrictions promulgated hereunder, as well as any Rules and Regulations arising hereunder are in addition to the conditions, restrictions, limitations and prohibitions set forth in any other Association governing document (including but not limited to the Declaration.)

a. Private Streets. Nature Walk Trail, Apache Plume Drive, Waterhouse Circle and Larkwater Lane are private streets owned by the Association. Parking of vehicles (other than those prohibited by Section 10.7 of the Declarations) on private streets is permitted in such places as may be designated by the Association for either open parking or for assigned parking from time to time.

b. Private Drives. The paved areas between buildings (other than the Private Streets set forth in Section 1.a. above), are designated as "Private Drives" and are for access (i) to the driveways and garages of individual Units; and (ii) emergency vehicle access. Owners, guests or other residents of the Community are prohibited from parking in the Private Drives.

c. Assigned Parking for Non-Garage Units. For Units without garages ("NG Units"), a portion of the Association's Additional Parking Spaces will be assigned to the NG Units. Each NG Unit will have specific Additional Parking Spaces assigned to such Unit. Additionally,



each building containing NG Units will have Additional Parking Spaces assigned as guest parking for the building. The total number and location of Additional Parking Spaces to be assigned as set forth above will be as determined by the Board of Directors of the Association from time to time. The Association shall develop a plan by which such Additional Parking Spaces are assigned to the NG Units. Parking identification tags ("ID Tags") for the vehicle(s) belonging to Owners of NG Units will be utilized by the Association for purpose of identifying the vehicles entitled to utilize the assigned Additional Parking Spaces. The Association shall distribute the initial set of ID Tags to the NG Unit Owners at no charge. Replacement ID Tags will cost \$35.00 per tag, with such amount payable to the Association from the requesting NG Unit Owner at the time of such request. Owners with garages and visitors are prohibited from parking in the Additional Parking Spaces assigned to NG Units and shall be subject to immediate towing without notice to the Owner or driver of such vehicle at the Owner's expense.

d. Guest Parking. Owners and residents of the Community are prohibited from parking in Additional Parking Spaces assigned for Guest Parking. Unassigned spaces are available on a first come basis only.

e. Garage Parking. It is the Board of Directors' position that garages should be utilized for vehicle storage and the Additional Parking Spaces are for overflow and guest parking beyond each unit's garage and driveway capacity.

f. Vehicle Repair. Notwithstanding the restrictions set forth in Section 10.7.4 of the Declaration, activity such as (but not limited to) maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed only if it is conducted or performed

i. Completely within a garage and cannot be observed from any Private Drive or Unit; or

ii. On the Private Drive adjacent to a Unit, with such work being completed within 24 hours of commencement and no evidence of such work is visible thereafter, and no harm, including but not limited to spills of fluids of any sort, has occurred to any Private Drive.

g. Parking of Prohibited Vehicles. The restrictions set forth in Section 10.7.1 of the Declaration shall not apply to vehicles parked or stored in a garage.

h. Abandoned, Junked or Inoperable Vehicles. Notwithstanding Section 10.7.2. of the Declaration, any abandoned or inoperable vehicle shall include any vehicle that has not been driven under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed there, or which is not registered or licensed in the State of Colorado, and unless such vehicle is parked or stored within a garage, is prohibited.

i. Vehicles Blocking Private Drives or Owner or Emergency Access Any vehicle parked within the Community in such a fashion as to block a Private Drive, or an Owner's access to such Owner's garage, or emergency vehicle access to any Unit shall be subject to immediate towing without notice to the Owner or driver of such vehicle at the Owner's expense.

j. Towing. In the event of any violation of the restrictions and limitations set forth herein, or in the Declaration, the Association shall deliver written notice of such violation, describing said vehicle, to the Owner of the vehicle, or if unknown, such notice shall be conspicuously placed upon the vehicle. If such vehicle is not removed within seventy-two (72) hours, the Association shall have the right to remove the vehicle at the sole expense of the Owner thereof.

k. No liability. In the event any vehicle in violation of any of the restrictions set forth hereunder, or in the Declaration, is removed by the direction of the Association, neither the

Association nor any officer or agent of the Association shall be liable to any person for any claim or damage as a result of the removal or towing of such activity. The Association's right to remove or tow a vehicle is in addition to, and not in limitation of any and all other rights of the Association under the Association's governing documents, including the right to assess fines.

2. The Board of Directors of the Association shall have the right, in its sole discretion, to modify or amend or otherwise change any of the provisions set forth above as may be deemed necessary or appropriate from time to time.