

**Bellerive Homeowners Association, Inc.**  
**Policy Resolution #2018-001**  
**Parking Policy**

WHEREAS, Article 6.1 of the Master Declaration of Covenants, Conditions and Restrictions for Bellerive (Kootenai County Instrument No. 2025462000) empowers the Association with the responsibility for the management and control of the Association's Common Areas;

NOW, THEREFORE, BE IT RESOLVED THAT in order to ensure compliance with said Declaration, the Board of Directors establishes Parking Policies:

**Overnight On-Street Parking.** Per Section 9.4 of the Declaration, no overnight on-street parking is allowed in the Project, including cul-de-sacs. Overnight Hours are designated as 12:00 a.m. to 6:00 a.m. Any vehicle left overnight is considered in violation of this policy and is subject to tow.

**Approved Vehicle.** An Approved Vehicle is defined as a conventional passenger vehicle or a personal (non-commercial) pickup truck of one ton or less capacity. All vehicles must be in good repair, currently licensed, and driven regularly by Owner or Owner's guest or renter.

**Restricted Vehicle and Equipment.** A Restricted Vehicle is defined as, but is not limited to, a pickup truck greater than a one ton capacity (personal or commercial usage), recreation vehicle (RV), commercial vehicle, van, bus, boat, trailer, snowmobile, golf cart, off road vehicle, or an all-terrain vehicle (ATV) owned or used by an Owner or an Owner's guest or tenant. This restriction, however, shall not include independent commercial vendors or professionals providing services to the Property or to an Owner.

A Restricted Vehicle may park on an Owner's driveway or the street (Common Area) from 6:00 a.m. through 12:00 a.m. However, because overnight parking of a Restricted Vehicle on an Owner's Property is prohibited, it is an Owner's responsibility to make parking arrangements elsewhere from 12:00 a.m. to 6:00 a.m.

**Guest Parking.** Guests may park vehicles overnight on Owner's driveway for a maximum of seven (7) consecutive days.

**Motorcycle and Snowmobile.** No snowmobile, ATV, or off-road vehicle is allowed to operate anywhere in the Property, except for emergency purposes, or in areas specifically designated for such purposes by the Board. Motorcycles may be used on roads in the Property only for transportation to and from a residence and shall be operated in a quiet manner and in compliance with the rules of the road. All other starting and running of motorcycles on any of the Property shall be strictly prohibited.

**Automobile Repair, Abandoned, Inoperable, or Oversized Vehicles.** No repair of an Approved or Restricted vehicle can be performed in a visible or exposed portion of the Project except in an emergency. Such repairs must be performed in the Owner's garage or off the Property. No abandoned or inoperable vehicles of any kind can be stored or parked on any portion of the Property. An "abandoned or inoperable vehicle" is defined as any vehicle that has not been driven under its own propulsion for a period of three weeks or longer; provided, however, this does not include vehicles parked by Owner while on vacation or residing away from Bellerive.

**Moving Vans and Service Vehicles.** Such vehicles shall not remain parked in the community longer than a 12 hour period and should be parked so as to not interfere with normal traffic flow.

### **Enforcement Procedures**

**Written Notice of Violation.** The Board or Managing Agent shall notify the vehicle owner in writing of the specific violation and a copy of the notice shall be attached to the windshield of the offending vehicle the same day. The notice allows 48 hours to cure the violation.

**Violation by Guest or Renter.** The Owner is notified if the offending vehicle is owned by a renter or guest. It is then the Owner's responsibility to contact the offending vehicle owner to remedy the violation. Prior to allowing guests or renters to occupy the home, it is the Owner's responsibility to educate guests or renters of this policy to ensure compliance.

**Towing.** If the offending vehicle remains after the deadline indicated in the written notice or is a repeat offender within a period of six months, the vehicle is subject to tow without further notice at the expense of the vehicle owner. Towing charges shall not be considered a fine and shall be the responsibility of the vehicle owner. A vehicle parked in a designated Fire Lane or No Parking Zone will be towed without warning. "Repeat Offender" is described as the same vehicle that has been issued a written notice of violation.

**Fines.** The Board of Directors shall levy a fine of \$50.00 per occurrence against any property owner who violates this Resolution or whose renter or guest violates it.

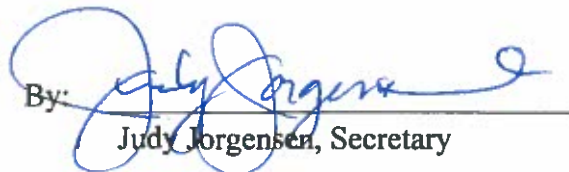
**Right of Appeal.** The vehicle owner, if a Property Owner, has the right of appeal. Such appeal must be received in writing by the Board or Managing Agent to the regular business mailing address before the notice deadline. If the vehicle belongs to a family member, renter or guest, the appeal must be made by the Property Owner or the Owner's management agent. Once an appeal is received, the Board will hold an appeal meeting within ten (10) to review the matter with the vehicle owner (or Property Owner or management agent if vehicle is owned by a renter or guest). If the appeal meeting does not take place within ten (10) days, the matter is considered dropped. The Board's decision on the appeal is final. If the appeal is rejected, towing and fining provisions become effective immediately.

**Collection Provision.** All fines, costs and expenses necessary to enforce the Parking Policy will be levied against the Property Owner and shall be an assessment against the Owner's property and subject to all lien and collection powers of the Association.

DULY ADOPTED by the Board of Directors this 2<sup>nd</sup> day of May, 2018.

Bellerive Homeowners Association, Inc.

By:   
Steve Nemec, President

By:   
Judy Jorgensen, Secretary