

**VISTA MESA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

**For
VISTA MESA SUBDIVISION, FILING NO. 1, 2, AND 3**

February, 2008; May 2013

The governing documents of the Association are (1) the Declaration of Covenants, Conditions and Restrictions of Vista Mesa Homeowners Association recorded at Reception No. 094164070 of the records of El Paso County (the "Declaration"); and (2) the Articles of Incorporation and the Bylaws of Vista Mesa Homeowners Association, Inc. These governing documents will be regarded as controlling in the event of any conflict between the provisions contained herein and the provisions of the governing documents.

The governing documents were drafted for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision and to be binding on and inure to the benefit of all parties having any right, title or interest in the subdivision or any part thereof, their heirs, successors and assigns. When buyers take ownership of their Lots, they agree to abide by the governing documents, which, in accordance with intent of those provisions, are for their own benefit and the benefit of their neighbors as well. Buyers should read and review all governing documents prior to signing any contract or closing upon ownership of a Lot. Therefore, in addition to this document, please read and understand the governing documents.

An owner of a Lot shall advise his or her guests, occupants, and tenants of these Rules and any future rules, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any persons, dogs or pets from the premises if any violations occur. Any person entering Vista Mesa Subdivision, Filing No.1, 2, and 3 shall be deemed to be aware of the governing documents, these rules and future rules, and to agree to comply fully and promptly with those requirements.

Please be reminded that this document highlights many of the common issues that surface, but is by no means exhaustive. The Board may adopt individual rules at particular times and amend these rules and regulations from time to time. For clarification, fuller explanation or additional information, owners and tenants should refer to the governing documents and to the more current copies of the Rules and Regulations. Copies of the Rules and Regulations are available by visiting www.vistamesahoa.org or writing to the Association in care of Balanced Bookkeeping and Community Association Management.

"INTRODUCTION"

Acting on the authority granted by the Section 38-33.3-302(1)(a) and (k) of the Colorado Common Interest Ownership Act, as well as the Declaration, Articles and Bylaws of Vista Mesa Homeowners Association, Inc. (the "governing documents"), the Board of Directors has adopted the following rules to address matters not specifically detailed in the governing documents, and to adopt rules for the enforcement of these rules and the provisions of the governing documents.

The Association is a nonprofit corporation, which is directed by its Board of Directors. The Board is elected by the homeowners at the annual meeting each year or is appointed to fill vacancies. The Board is a group of volunteer homeowners, which meet on a regular basis to conduct the business of the Association; that is, to exercise discretion and reasonable efforts, to keep up maintenance and repairs as needed, to take steps to be sure the contractors are honoring their service agreements, and to attempt to see that violations of the governing documents are corrected.

General Provisions

1.1 The use of the Common Area is available to all members in good standing, their family members, and guests. They are all subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Vista Mesa Homeowners Association (hereafter referred to as "the Declaration")

1.2 Prohibited conduct includes any illegal or hazardous activity or any activity, which interferes with the peaceful enjoyment of the owners; such activities may not be conducted upon or within any part of the Common Areas or any lot.

1.3 No structures, temporary or permanent may be placed on any common elements. All bicycles, toys or other recreational equipment shall be stored inside the residence. (*Article I, Section 126*)

1.4 Any changes to the exterior of the residence, landscaping, the placement of structures, or any other changes to the property must be approved by The Board. (*Article II*)

Community Association Management

2.1 The services of a management company have been contracted to handle the day-to-day enforcement of Rules and Regulations, Declarations, and Bylaws. The managing agent is authorized to take those actions necessary to ensure the compliance of all residents with the standards of the Subdivision.

Leasing: of Residence

3.1 Owners are responsible for providing their tenants with a copy of the Declarations, Rules and Regulations upon signing of a lease. Any damage to the common area caused by an owner, resident, their agent or visitors will be repaired by the Association at the expense of the owner. In every lease agreement there shall be a provision that the lease term is subject to compliance of the Declarations and Rules and Regulations. Any failure by a tenant to comply with the terms and provisions of such documents shall be in default under the lease.

Roads, Driveways and Parking Areas

4.1 Roads within the community are designated as public streets; traffic shall NOT exceed a speed limit of 25 mph. in order to present a safe environment.

4.2 All vehicles shall meet local noise and safety requirements. Vehicles without mufflers in good condition are prohibited.

4.3 No boats, trailers, house trailers, camping trailers, boat trailers, trucks larger than 1 ton, recreational vehicle, commercial vehicle or inoperative vehicle shall be parked or stored in the subdivision except for limited periods of time not to exceed forty-eight (48) per week for the purpose of loading, unloading and cleaning. Such recreational vehicles shall not create an access problem to other residents. Such vehicles are subject to the immediate removal (towing) at the owner's expense. Exception for emergency vehicles that meets the definition found in C.R.S. § 38-33.3-106.5(d). *(Article 1, Section 136)*

4.4 No mechanical work will be performed on any kind of vehicles in the subdivision except within an enclosed structure which screens the sight and sound of the activity from the street or adjoining property. *(Article 1, Section 138)*

4.5 Vehicles, which are parked on subdivision property in violation of these Covenants, without current license plates, or have not been moved for a period of 7 days or longer shall be determined abandoned and may be towed and/or ticketed.
(Article I, Sections 136)

4.6 Parking automobiles of any type on the side of a dwelling is not permitted unless it is a completely enclosed structure or in a fully screened manner approved by the association. *(Article 1, Section 136)*

4.7 Residents and guests are not to use the streets as play areas.

Pets

(Article I, Section 135)

5.1 No animals except an aggregate of three (3) domesticated dogs or cats and except domesticated birds and fish and other small domestic animals permanently confined indoors shall be maintained within the community.

5.2 Pets shall be restrained on a leash at all times when allowed outside of the residence, accompanied by the pet owner at all times. Pets (dogs or cats) are not permitted to run unattended in the Community.

5.3 Pet owners must immediately clean up after their animal at all times while out on a walk. Please do not allow your pet to defecate on other resident's property or in common areas. Pet owners are responsible for any damage that is caused to the common area by their pet's, the repairs for which shall be made by the Association and assessed to the Lot Owner.

5.4 The following animals are prohibited in the Subdivision: wild non-domesticated animals (such as reptiles and wolves, attack dogs, pets that have bitten or attacked, or a pet that has vicious tendencies that must be restrained when people are present.

5.5 No dog shall be permitted to run loose around the buildings or grounds. No dog shall be permitted to defecate on the walks, driveways, landscape areas, or elsewhere around the buildings and grounds. No dog shall be allowed to damage the grass, trees, shrubs, or other portion of the common elements. No dog shall be permitted to bark, howl, or otherwise create an obnoxious sound, odor, or disturbance.

5.6 No dog shall be kept for the purpose of breeding, boarding or commercial purposes. Owners of dogs must keep their dogs confined to the property they occupy. All dogs shall carry proper governmental tags and rabies vaccinations as required by law. No dog runs of any nature shall be permitted in any common area (including but not limited to portable fences).

5.7 Dog runs on individual lots are permitted with prior approval from The Board.

Architectural Control

(Article 1, Section 119,120)

6.1 Each owner shall comply with the requirement for architectural approval set forth in the Association Documents. The Board shall have sole and complete discretion of interpreting, enforcing and determining compliance with the architectural control provisions of the Association Documents upholding the authority of the Architectural Control Committee (the "ACC"), which may be the Board itself. The Board may determine, in its sole discretion, whether any applicant has met the requirements of an architectural review.

6.1.1 The ACC shall, to the best of its ability, administer the architectural rules and regulations in a consistent, fair and equitable manner, striving for balance between the needs and desires of owners and the overall quality and integrity of the subdivision. Each owner shall submit a written request, accompanied with plans and drawings, to the ACC, and secure a written approval from the ACC prior to initiating or conducting any of the following, but not limited to:

- a. Constructing, placing or maintaining buildings, structures, or any other improvements upon the lot or exterior of any building or improvement.
- b. Painting exterior, of any buildings, windows, improvements or landscaping on the lot. Painted exterior colors of buildings and improvements may be changed but new colors shall be compatible with the range of color tones already used in the subdivision. If the owner or tenant intends to paint, even with the existing color, the Owner shall submit color samples to the ACC for review and approval prior to repainting.
- c. Attaching awnings, decks, deck covers or other similar items to the exterior of any building or improvement on the lot. The Owner shall submit plans and drawings of proposed attachments to the ACC for review and approval.
- d. Placing solar collection equipment or materials on any buildings or improvements on the lot.
- e. Planting trees, shrubs or re-doing the landscape, the grade or appearance must have prior approval by the ACC. Adding or replacing one – two trees or shrubs that maintain the

appearance of the landscape do not need prior approval. Planting shall be of a size and shape and shall be situated to assure compatibility with existing landscaping.

f. Privacy fences are allowed within the community except for properties that border the preservation area. All fencing is subject to the approval of The Board. This includes the height, location and materials used for fences, dog runs, animal pens, and other similar fences.

g. The total fencing of the front yard is not permitted. Except with the approval of The Board, no fence or hedge more than two (2) feet high shall be installed closer to an adjoining street than the dwelling located on the lots.

h. Lots located next to Preservation or No Build areas are restricted to the type of fencing allowed. Only split rail or similar fencing is allowed as primary fencing. Any fence install in these areas shall be subject to the approval of The Board.

i. Chain link, wire mesh, barbwire, or similar fencing is not permitted as a primary fencing.

j. Xeriscaping is now allowed within the community. Any Xeriscaping must be approved by The Board and must not upset the harmony of the community. (SB-100)

6.2 No Owner or tenant shall allow any bicycles, sporting equipment, swimming pools, toys, hot tubs, barbecue grills or other similar items to be left on the front landscaping, porches or otherwise on the lot where they may be visible from the street or any home. Exceptions are normal porch and deck furniture..

6.3 No Owner or Tenant shall dry clothes on exterior clotheslines where they may be visible from the street or any other home.

6.4 Privacy fences are allowed within the community except for properties that border the preservation area. All fencing is subject to the approval of The Board. This includes the height, location and materials used for fences, dog runs, animal pens, and other similar fences.

6.5 The total fencing of the front yard is not permitted. Except with the approval of The Board, no fence or hedge more than two (2) feet high shall be installed closer to an adjoining street than the dwelling located on the lots.

6.6 Lots located next to Preservation or No Build areas are restricted to the type of fencing allowed. Only split rail or similar fence is allowed as primary fencing. Any fence install in these areas shall be subject to the approval of The Board.

6.7 The ACC is given 30 days to approve your application. The process usually takes 10-14 days. Make sure you submit your application well in advance to allow for the appropriate time. The Board reserves the right to modify the project after completion based on visual impact.

Trash Collection and Removal

(Article I, Section 130)

7.1 It is the responsibility of the individual lot owners to contract for the removal of their trash and waste.

7.2 No ashes, trash, rubbish, garbage, grass, shrub clippings, scrap material, other refuse, receptacles or container shall be stored, accumulate or deposited outside or visible from any neighboring property or street, except during refuse collection days.

7.3 Trash and trash receptacles are permitted to be placed on the curb at 6 PM on the day prior to collection and must be removed by the evening of collection.

Landscaping, Preservation Areas, No Build Areas

(Article I, Sections 120.121.122.128, 129, and 133)

8.1 Individual property owners are responsible to maintain exterior landscaping. Any changes to the landscaping of a property are subject to the approval of The Board.

8.2 Properties having a "Preservation Area" within the lot are prohibited from altering these areas. They must remain in a natural state. No changes will be approved. *(Article I, Sections 120 and 121)*

8.3 Lots that have a "Preservation Area" also have a "No Build Area". The homeowner must maintain these areas. Plants, trees, and shrubs may be planted in these areas; however no buildings, privacy fences, or structures may be placed in these areas. *(Article I, Sections 120 and 121)*

8.4 Xeriscaping is now allowed within the community. Any Xeriscaping must be approved by The Board and must not upset the harmony of the community. *(SB-100)*

8.5 Weed control is the responsibility of the lot owner. All lots shall remain free of noxious weeds or insects. Lot owners are also responsible for the removal of all dead, diseased, or dying plants, shrubs or trees. *(Article I, Section 133)*

8.6 All outdoor clothes poles, clothes lines, other facilities for drying or airing clothing or household good shall be placed or screened by fence or shrubbery so as to not visible from neighboring property or adjacent streets. *(Article I, Section 129)*

8.7 All maintenance equipment, including yard and garden equipment shall be stored in an enclosed structure or otherwise adequately screened so it cannot be seen from a neighboring property or adjacent street. *(Article I, Section 128)*

8.8 During times of water restrictions you must try to maintain the appearance of your lawn and are not allowed to turn off the water to your lawn. If all of the surrounding homes have been able to keep up reasonable an appearance you must keep it up to your neighbor's standards.

Snow Removal

9.1 The Association shall contract with a ground maintenance provider which shall provide snow removal within the community common areas as follows:

9.2 Owners shall be responsible for managing, with reasonable care, the safety of the entryway, driveway, and sidewalk adjacent to their residence by removing any accumulating snow within 24 hours.

9.3 A pathway shall be cleared on all sidewalks and entryways upon receipt of an accumulation of 2" or more, on average, within a reasonable time frame in order to provide reasonable access to and from the residence for emergency purposes; complete clearing of the sidewalk and entryway shall be completed within 24 hours once the storm has ended.

9.4 Streets within the community are the responsibility of the City of Colorado Springs and are subject to the priorities of the cities street department.

9.5 A contractor shall remove common areas of the community such as trailheads and sidewalks along Maroon Mesa at the Summit signage when accumulations exceed 3 inches.

9.6 Stockpiling of snow may be necessary when a high volume of snow is received. Residents should make every effort to place this snow on grass areas as to not block street or driveway access.

9.7 Sand or ice melt will be used at the resident's digression.

Signage & Flags

(Senate Bill 100, 89)

10.1 The Board of Directors shall approve all signage prior to installation for appropriateness, size, and placement. Typical signage that is acceptable shall include:

10.2 One sign no larger than 5 square feet placed on the yard offering a residence for sale or rent.

10.3 Two signs not larger than one hundred (100) square inches indicating a security system exist on the property.

10.4 One small sign restricting solicitation to be placed discretely at the entrance of a residence.

10.5 A name plate of the occupant may be placed discretely at the entrance of a residence.

10.6 This is not intended to limit or prohibit the display of the U.S. American flag or military service flag may be displayed in a manner consistent with the federal flag code, P.L. 94-344, 90

STAT. 810: 4 U.S.C. 4 to 10; please contact The Board for location requirements. Size is limited to 3 feet by 5 feet. No other flags or banners shall be permitted. Mail Boxes are not to be used to display any signs of any nature as they are the property of USPS (United States Postal Service). A single "For Sale" sign for the house and lot only of a size (including frame) not exceeding thirty (30) inches wide and thirty (30) inches high may be displayed only in the front yard. "The For Sale" sign may not extend more than thirty-six (36) inches above the ground. Home security signs may be placed in the front and rear of the house but no further than five (5) feet from the house.

10.7 One political sign no larger than 5 square feet per political office or issue may be displayed 45 days before the election and remain up for 7 days after the election.

Miscellaneous

(Article I)

11.1 Residents shall not create any situation wherein their actions or conduct, as determined by the Board, represents an unreasonable nuisance or disturbance to other residents. This includes, but is not limited to, noise, loud music, late night parties, offensive cooking odors, etc. "Quiet Time" shall be between 10:00 p.m. and 7:00 a.m. each day.

11.2 Community residents shall be only used as single family personal residences and shall not be used as business facilities. An owner may use a specifically designated portion of his unit as a home business office, which approval may thereafter be withdrawn or terminated by the Board at any time. Businesses, which do not create additional traffic, noise or odor untypical of a residential community, in the opinion of the Board of Directors, shall be given consideration for approval. This rule is not intended to prohibit those business activities, which an individual uses their home as a base but is aimed at prohibiting activities, which draw the general public to Association grounds.

11.3 The Association shall be responsible for common area lighting. The Association shall maintain common area lights except that the individual resident shall be responsible for replacing the light bulb on porches as needed.

11.5 Window air conditioners and fans, which protrude past the screen area of the window, are prohibited in front or side windows. Window air conditioners are permitted in a back window on residence as long as there are no support materials on the outside of the building.

11.6 Satellite dishes and antennae are allowed. Lot owners may be allowed to install, at the user's sole expense, solely the occupant's personal use, any antennae permitted by the OTARD rules adopted by the FCC. The satellite dish or antennae must be located on the property in areas shielded from view to the maximum extent possible from neighboring properties or streets without unreasonably increasing the cost of a Satellite Dish or antenna without damage to areas under the control of or maintained by the association, and or areas that raise special safety concerns.

11.7 Holiday decorations may be displayed 30 days prior to the holiday and shall be removed within 14 days following the holiday.

11.8 Garage doors shall be kept closed except when used to permit ingress or egress to or from garage.

11.9 Each owner shall prevent the development of any unclean, unsightly or unkept conditions or buildings or grounds on individual properties which tend to substantially decrease the beauty of the neighborhood as a whole or in a specific area. *(Article I Section 126)*

11.10 In most cases no structures will be allowed within the properties Utility Easements. These easements normal are 5 feet in from the property line on either side and 7 feet in from the rear of the property. These easements are used for gas, electrical, telephone, etc. to be run from the street to the homes.

Insurance

12.1 It is the individual lot owner's responsibility to insure their properties for the value of the property in case of fire or natural disaster.

12.2 The association will be responsible to maintain insurance on all common areas within the community. To include but not limited workman compensation on employees of the association.

12.3 When a property is under insured and a fire or other natural act damages or destroys the property. It is the lot owner's responsibility to bring the lot back to an acceptable state. If the property is left in an unsightly condition beyond a reasonable time the association has the right to clean up the property at the owner's expense.

Dues

(Article IV)

13.1 Association assessments are based upon an annual budget adopted by the Board of Directors. As stated in the recorded documents, assessments are payable on or before the first day of January each year. There is a 10-day grace period. Assessments received after the 10th will incur a \$50.00 late fee, in addition to interest at the rate of 21% per annum. Additional remedies are defined in the covenants.

Amendments

14.1 These Rules and Regulations may be changed or added to by resolution of the Board of Directors.

Purpose and Construction


15.1 These Rules are adopted pursuant to the Declaration and Bylaws and are intended to preserve the community's appearance and value and to promote the health, safety, and welfare of its residents. In no event shall these Rules be construed to alter or amend any provisions of the Declaration or Bylaws. In case of any conflict between these Rules and provisions of the Declaration or Bylaws, the provisions of the Declarations or Bylaws shall control.

Mediation/Arbitration


16.1 Please see the Alternative Dispute Resolution policy.

Effective Date


Adopted this _____ day of _____, 2013



President



Vice President



Secretary / Treasurer



Direct at Large