

## VISTA VALLEY SUBDIVISION HOMEOWNERS ASSOCIATION SUMMARY OF GOVERNING DOCUMENTS

It is to the benefit of all Owners and residents that Rules and Regulations for the common use and enjoyment of members are implemented. The protection of the Owner's investment, enhancement of property values and the improvement of the general environment are our goals. This document is subordinate to our Covenants and Bylaws and may be subject to change in the future. *These Rules and Regulations are not a complete document that should be solely relied upon, and the Board of Directors highly recommends each homeowner become familiar with all of their governing documents and policies.* **(AIII S3.02.a)** The Association has the right to promulgate and publish Rules and Regulations which each member shall strictly comply with. **(AVII S8.04)** the Architectural Committee may from time to time, in its sole discretion, adopt, amend and repeal Rules and Regulations interpreting and implementing the provisions of this Article VIII.

### DEFINITIONS

**"Common Area" (AI S1.07)** Shall mean any and all real property, and the improvements and fixtures on it owned or leased by the Association for the common use and enjoyment of the Members including without limitation Outlot A, Block 1, plus any street or other lighting fixtures owned or controlled by the Association and signage on any Common Area or for the general benefit of the Subdivision or Owners, whether or not located in the Common Area. The common area shall be as shown on the recorded plat of the Property and described in the Map.

**"Lot" (AI S1.11)** Shall mean and refer to each numbered lot of the Property described in the Map. Boundaries of a Lot shall be as shown and defined on the plat map of the Subdivision as recorded and amended.

### ARCHITECTURAL CONTROL

**(AVII S7.01)** All improvements on any Lot shall be in compliance with the zoning approved by the City of Fruita. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property (including the Common Area), nor shall any exterior addition to or change or alteration (including without limitation painting, landscaping, irrigation systems, fences, trash receptacles) be made until plans and specifications showing the nature, shape, height, materials, location and other relevant information of the same have been submitted to and approved in writing by the Architectural Control Committee (the Committee) as to harmony of external design and location in relation to surrounding structures, topography and other matters specified in this Article VII except for Sections 7.06 through 7.13 and the first sentence of this Section 7.01; provided, however, that Declarant and any successor Declarant shall not be required to comply with the provisions of this Article VII. In the event said Committee, or its designated representatives fails to approve or disapprove such plans in writing within fifteen (15) days after a plan has been submitted to it, the plans will be deemed to have been approved.

**(S7.08) Exterior Colors.** Semi transparent or solid colors in moderate hues only are acceptable, and must be approved by the Committee. The color combination for the body and trim of a Residence may not be repeated by any other adjacent

Living Unit within two Lots (Lots separated by a street are not considered adjacent). **(S7.09) Roofs.** Roofs must meet architectural asphalt shingle with at least a forty year life, unless otherwise approved by the Committee. A minimum of four in twelve pitch shall be maintained on all roofs. All roof colors must be of a moderate hue as approved by the Committee.

**(S7.10) Exterior Walls.** All elevations of each Residence shall be of stucco veneer. All Residences shall have brick, rock, stone or comparable material highlights, approved by the Committee, on any surface that faces a street.

**(S7.11) Windows.** Windows shall be of a design and color complementary to the exterior of the Residence. Window frames of mill finished aluminum will not be allowed. **(S7.12) Driveways.** All driveways shall be composed of concrete unless otherwise approved by the Committee.

**(S7.13) Structures.** No structure shall be built or placed on the Property without submittal to, and approval by, the Committee in accordance with this Article VII.

### USE RESTRICTIONS

**(AIX S9A.03b)** No portion of any Lot shall be used other than for residential purposes, except as expressly permitted by this subsection (b). No commercial activities of any kind shall be carried on in any portion of the Property except activities relating to the sale or rental of Lots, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any such Lot. This subsection, however, shall not be construed so as to prevent or prohibit an Owner from maintaining his professional records or accounts, handling his personal or professional business or professional telephone calls, or occasionally conferring with business or professional associates on his Lot.

**(S9A.04) Household pets.** No animals, livestock, reptiles, poultry or insects, of any kind, shall be raised, bred, kept or boarded in or on the Property; provided, however, that the Owners of each Lot may keep a reasonable number of dogs, cats, fish or other domestic animals which are bona fide household pets, so long as such pet(s) are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident(s) of the property. An Owner's right to keep household pet(s) shall be coupled with the responsibility to pay for any cost to the Association for any damages caused by such Owner's pet(s).

**(S9A.05) Lots to be maintained.** The Owners shall keep, maintain, and repair their Lots and improvements on their Lots (including, for example, landscaping) in a neat, clean, cultivated, attractive, and well maintained condition, free from the accumulation of trash or debris. If any Owner fails to keep and maintain that Owner's Lot or improvements in accordance with this provision the Association may (but shall not have the obligation to) conduct such maintenance, repairs, or restoration and assess its cost as a Special Assessment to the Owner on whose Lot or improvement such maintenance or repairs were conducted.

**(S9A.06) Temporary Structures, Time Limits for Construction.** Except as expressly permitted by this Declaration, no structure of a temporary character, including but not limited to a house trailer, tent, shack, or outbuilding shall be placed or erected upon any Lot and no Residence shall be occupied in any manner at anytime prior to his being fully completed, nor shall any Residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however, that during the actual construction, alteration, repair or remodeling of a Residence, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work.

**(S9A.07) Signs.** No sign, graphic, or advertising device shall be placed on the Property except (a) one sign of not more than four square feet advertising a Lot for sale, and (b) political signs in support of candidates or ballot issues limited to the 90 day period including and immediately preceding the election date on which the candidates or issues will be voted upon. This provision shall not limit or preclude street, road or residence identification signs or traffic control signs or devices.

**(S9A.08) Antennas.** Except to the extent expressly limited or provided by applicable federal or state law or regulation, no antenna for transmission or reception of television signals or any other form of electromagnetic

radiation shall be erected, used, or maintained on any Lot outside of the residence on that Lot, except (a) satellite dish not more than 24 inches in diameter or completely screened from view by solid fencing complying with the requirements of this Declaration, or (b) as otherwise permitted by the Association

**(S9A.09) Yard Ornamentation.** All ornamentation in yards, such as figurines, plastic flowers, colored lights, windmills, bird baths or feeders, shall either be screened from public view or approved by the Architectural Control Committee. This section shall not apply to seasonal holiday decorations which are promptly removed after the holiday or to the display of the flag of United States of America on national holidays. No clotheslines, dog runs, drying yards, service yards, wood piles or storage area shall be so located on any Lot as to be visible from a street. Any accessory building shall be a maximum of 8 feet in height shall be subject to the review and approval of the Architectural Control Committee.

**(S9A.10) Vehicular Parking, Storage and Repairs.**

- (a) Any house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, motor-driven cycle, truck (larger than one ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, may be parked or stored on or within the Property only if such parking or storage is done wholly within the enclosed garage located on a Lot or as otherwise screened by a solid fence 6 feet in height (even if the vehicle exceeds that height). Section 9A. 19 therefore further limits the location of such a fenced vehicle storage area. Any such vehicle may be parked as a temporary expedience for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles within the Property which are necessary for construction or for the maintenance of the Common Area, Lots, or any improvements located thereon.
- (b) Except as herein above provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on or within the Property. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which is not been driven under its own propulsion for a period of two weeks or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles parked by Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles. In the event the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the Owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained) and if the abandoned or inoperable vehicle is not removed within 72 hours thereafter, the Association shall have the right to remove the vehicle at the sole expense of the Owner thereof.
- (c) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on or within the Property, unless it is done with in a 24-hour time period or within completely enclosed structure(s) which screen the sight and the sound of the activity from the street, from adjoining Lots and other property, and the Common Area. The foregoing restrictions shall not be deemed to prevent washing and polishing or any motor vehicle, boat, trailer, or motor driven cycle, together with those activities normally incident and necessary to such washing and polishing.

**(S9A.11) Nuisances.** No nuisance shall be permitted on or within the Property, nor any use, activity or practice which is the source of annoyance or embarrassment to, or which offends or disturbs any residents of the Property, or which interferes with the peaceful enjoyment or possession and proper use of the Property, or any portion thereof by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant or its designees which are reasonably necessary to the development of and construction on the Property; provided, however, that such activities

of the Declarant or its designee's shall not unreasonably interfere with any Owner's use and enjoyment of his Lot or the Common Area, or with any Owner's ingress and egress to or from his Lot and a public way.

**(S9A.13) Underground Utility Lines.** All electric, television, radio, and telephone line installations shall be placed underground, except that during the construction of any residence the contractor or builder may install a temporary overhead utility lines which shall be promptly removed upon completion of the construction.

**(S9A.14) No Hazardous Activities.** No activities shall be conducted on the Property or within the improvements constructed on or within the Property which are or might be unsafe or hazardous to any person or property.

**(S9A.15) No Annoying Light Sounds or Odors.** No light shall be permitted from any Lot which is unreasonably bright or causes unreasonable glare when viewed from the street, adjacent Lot or property or Common Area. No sound shall be emitted from any Lot which is unreasonably loud or annoying and no odor shall be permitted from any Lot which is noxious or offensive to others. No firearms, explosives, air or BB guns, bows or similar devices shall be discharged on the Property.

**(S9A.16) Garbage and Refuse Disposal.** No garbage, refuse, rubbish, or cuttings shall be deposited on any street, the Common Area, or any Lot, unless placed in a suitable container suitably located, solely for the purpose of garbage pickup. All containers shall be removed from the street the same day and return to their screened area. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. All trash receptacles shall be screened from view of the street, neighboring Lots and the Common Area. No elevated tanks of any kind (oil, gas, water, etc.) shall be constructed on any Lot.

**(S9A.17) Leases.** (a) all leases shall be in writing (b) all leases and lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, and the Articles, Bylaws and rules and regulations of the Association, and failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease; (c) No lease shall be less than thirty (30) days, (d) A copy of all leases must be kept on file with the Property Manager.

**(S9A.19) Fences.** No fencing, privacy walls or hedges exceeding 3 feet in height shall be constructed or permitted closer to any street than the nearest point of the residence on that Lot to that street. All fences shall not exceed 6 feet in height and be constructed of wood or, if approved by the Architectural Control Committee in its sole discretion, vinyl or plastic to maintain the aesthetic Quality of the property. Chain-link, cyclone or wire type fencing will not be permitted on the Lot unless the cyclone fence is not on a property line of the Lot and fully screened from view of adjacent properties and the street.

**(S9A.20) Service Area.** Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosures) shall be reasonably screened from public and neighboring view.

**(S9A.21) Climate Control.** Placement of heat pump and condenser units shall provide visual screening and noise attenuation to the neighboring Lots and Common Areas. Use of solar heating systems is acceptable providing that the panels or collectors are integrated into the structure with regard to the overall appearance and design, subject to approval by the Committee. Window mounted and through the wall units are not allowed unless screened from the street, neighboring and Lots and the Common Area.

**(S9A.23) Structure.** No home or garage shall be of the type known as “prebuilt, precut, modular, manufacturer or mobile homes”, regardless of its quality.

**(S9A.24) Landscaping.** Except as otherwise provided herein, the maintenance and repair of each Lot, including but not limited to landscaping, the interior and exterior of the residence, improvements constructed thereon, and the interior of any fence on the boundary line of a Common Area and a Lot shall be the responsibility of the Owner thereof. All owners are encouraged to landscape each Lot utilizing xeriscape landscaping methods and techniques to minimize water usage for landscaping purposes. Yard areas not covered by lawn or other landscaping will be covered with rock (preferably river rock) or bark mulch. Mounding of planting beds and lawn areas will be permitted if graded so as to blend with adjacent property and/or landscaping. Special care shall be taken to ensure proper surface drainage to eliminate casual water pockets, so as to not infringe on neighboring property. In the event any Owner maintains and keeps his yard or home in a condition which violate any of the use restrictions herein-above set forth, the Board of Directors of the Association shall have the power to contract with an independent third-party to remedy the violation. Such right to remedy shall arise after seven days written notice of the nature of the violation is given to the Owner of the lot, and the owner has failed to remedy the violation within the seven day period. The cost of correcting the violation shall be paid as a special assessment and is enforceable by the Association against the owner of the lot in violation. This remedy shall be in addition to other remedies provided herein for enforcement of the provisions of this declaration.

**(S9A.25) Maintenance of Common Area.** To the extent not performed by the applicable government entity or owner, the Association shall be responsible for the landscaping and maintenance of the Common Area, including but not limited to repair of signage, fencing, stone columns, irrigation equipment, lighting and electrical fixtures and equipment, and plantings. No owner shall, in whole or in part, change the landscaping, grade or fencing or in anyway change the retaining wall on any portion of the Common Area.

## **RESPONSIBLE GOVERNANCE POLICIES and PROCEDURES**

They are a separate document, and include 9 policies:

### **Adoption, Amendment, Repeal, or Other Changes to the Policies**

This Policy explains how the Board of Directors will implement changes to our Policies.

### **Conduct of Meetings and Voting**

This Policy explains how the Board can call a meeting, who will be allowed to speak at the meetings, how Executive Sessions will be conducted, and how voting will be handled including use of proxies.

### **Conflict of Interest Procedures**

This Policy goes into detail addressing any possible conflict of interest that its Board of Directors may have and how they must handle that situation in the best interest of the Homeowners Association.

### **Covenant and Rule Enforcement**

Enforcement is a large part of the Associations purpose to ensure the quality of environment for all members of our Association. This policy explains how complaints are made, processed, the timeline for resolution, and penalties or fines for failure to adhere to the Associations Polices and/or Rules.

**Collection of Past Due Assessments**

This policy goes into detail on what remedies the Association has to collect monies owed including any assessment, late fee or penalties. This can involve late fees, returned check fees, or interest on late monies. It also goes into detail about use of a collection agency, Attorneys, necessary legal fees, liens and or foreclosure.

The Associations assessment (dues) is to be made in one annual installment due on or before the 28th day of February of each year.

**Reserve Fund Investment**

How the Association Reserve funds can be safely invested for both short term and long term.

**Reserve Studies**

A Reserve Study is an analysis of the condition of the Association property, estimating its lifespan, and determining the amount of reserve funding needed each year to cover the expense of replacing those properties when the time comes to do so.

**Inspection, Copying and Disclosure of Association Records**

All Association records, minutes, financials and other documents will be made available to its members. If a Member needs a paper copy of a document a reasonable fee may be applied. This Policy spells out how long each type of document is to be kept on file. Several documents are available for viewing on the Association webpage.

**Dispute Resolution**

Outlines the process to settle disputes between the Association and a Member or Members, including negotiation, mediation, or litigation.

**PENALTIES and ENFORCEMENT**

**We reserve the right to enforce the Declarations, Bylaws, Rules and Regulations, and Policies through its Board of Directors. We expect owners of a rental property to provide a copy of all governing documents to their tenants. Such copies can be obtained from the management company or on the Vista Valley Homeowners Association webpage.**

**WE DO NOT INTEND THIS LIST OF RULES AND REGULATIONS AS ALL-INCLUSIVE. FOR COMPLETE INFORMATION ON RESTRICTIONS IMPOSED ON YOU AS A RESIDENT OF VISTA VALLEY SUBDIVISION HOMEOWNER ASSOCIATION, PLEASE REFER TO THE BYLAWS; DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS; AND POLICIES FOR YOUR HOMEOWNERS ASSOCIATION.**

Any violation of the above rules and regulations should be reported to the Property Management company in writing. Any maintenance request and concerns must go through the Property Management company. Requests should be in writing/email whenever possible. Please address any complaints that you may have in writing/email to the Board of Directors in care of the current Property Management company.