

**RULE AND REGULATIONS**  
**FOR**  
**TIERRA VISTA VILLAGE**

**Recitals**

- A. The following shall constitute the Rules and Regulations for Tierra Vista Village as adopted by the Board of Directors of the Tierra Vista Village Homeowner's Association, Inc. (the "Board") pursuant to the authority set forth in the Declaration of Covenants, Conditions, and Restrictions for Tierra Vista Village recorded on November 17, 2005 at Reception No. 922686 and First Amendment thereto recorded on June 30, 2006 at Reception No. 936951 (collectively, the "Declaration") and the Bylaws of the Association.
- B. The purpose of these Rules and regulations is (i) to ensure that a suitable living environment exists for Owners within the Tierra Vista Village community, (ii) to enhance the aesthetic qualities of Tierra Vista Village, and (iii) to preserve the property value of the Units therein.
- C. These Rules and Regulations shall supplement the restrictions and conditions set forth in the Declaration. For the convenience of the Owners, the land use restrictions contained within Article 10 of the Declaration are incorporated in italics within these Rules and Regulations.

**Rules and Regulations**

**Rule 1. Schedule of Fines.** Failure to comply with the provisions of the Declaration and/or these Rules and Regulation may result in the imposition of a fine. The Board shall determine applicable fines based upon the nature and frequency of the violation. The following is a schedule of fines based upon the nature and frequency of the violation. The following is a schedule of fines which shall be imposed upon an Owner for the violation of any covenant or restriction within the Declaration and these Rules and Regulations:

Written Warning	No fine
1 <sup>st</sup> violation	up to \$ 50.00
2 <sup>nd</sup> violation	up to \$100.00
3 <sup>rd</sup> violation	up to \$200.00

4<sup>th</sup> violation and thereafter up to \$400.00

On-site Law Enforcement

For Noise Disturbance up to \$300.00

The above schedule of fines may be amended and expanded upon by the Board from time to time. Owners shall incur continuing liability for each day that a violation persists and the Board may treat each day on which the violation continues as a separated violation. Fines shall be imposed pursuant to the Article 10 notice and hearing procedures as provided for in the Bylaws and Article 11 Enforcement, Amendment and Revocation as provided for in the Declaration of Covenants.

Fines shall be collected in the manner of an assessment and the Association shall have a lien against a Unit for such unpaid fines. Imposition of a fine does not preclude the Board from taking additional action as may be available at law or in equity to enforce the terms and conditions of the Declaration.

**Rule 2. Residential Use.** *All units shall be used exclusively for single family residential purposes only and shall not be used for any business, manufacturing, or commercial purpose whatsoever; provided, however, if the appropriate zoning or land use approval so allows and if prior written approval of the Association is obtained, an Owner may use a specifically designated portion of his or her Unit as a home business or office. A home occupation may be carried on provided:*

- i. That the business or commercial usage does not interfere with the residential character of the dwelling or neighborhood, and is secondary to use as a dwelling place;*
- ii. That the proposed usage causes no undue parking, traffic or telephone problems;*
- iii. That such usage exhibit no outward appearance of business or commercial use; and*
- iv. That no more than one (1) person not in permanent residency at the Unit is employed in connection with such business be on the Property at one time.*

**Rule 3. Improvements.** *No improvements or structural alterations, including changing the exterior color, configuration or façade constructed on any Unit, shall be made except only as approved by the Board of Directors, or other entity to whom review responsibilities have been assigned as provided herein. For purposes of this Declaration, improvements shall mean any changes, alterations, modifications or improvements to residential units, garages, fencing, parking areas, plantings (including landscaping within L.C.E.s), driveways, walkways, signs, balconies, decks and any*

*change in the exterior colors of the doors or roofs of the residential units. Any proposed improvements, landscaping or alterations to any Unit shall match the appearance, color, and materials of the other Units and landscaping within the Property. The Board of Directors shall be obligated to answer any written request by an Owner for approval of a proposed structural addition, alteration, or improvement within 60 days after such request, and failure to do so within the stipulated time shall constitute approval by the Board of Directors of such proposed structural addition, alteration, or improvement.*

**Rule 4. Signs.** *No signs, billboards, poster boards, or other advertising structure of any kind shall be erected or maintained for any purpose whatsoever except such signs as have been approved by the Association and City of Durango and are in compliance with the restrictions imposed by this Declaration. All permitted signs located on the Property shall comply with applicable local sign codes. Declarant, at its discretion, may erect promotional signs and ordinary real estate "For Sale" signs.*

Any permitted realtor or for-sale signage within Tierra Vista Village shall not exceed 10 square feet or such lesser size as may be imposed by regulation of the City of Durango. Political signs may not be displayed earlier than 45 days before the day of an election and no later than seven days after an election day. Political signs shall be the lesser of (i) the maximum size allowed by the City of Durango or (ii) 36 inches by 48 inches.

**Rule 5. Completion of Construction.** *All construction, reconstruction, alterations or improvements, approved by the Board of Directors, shall be prosecuted diligently through completion and shall be completed within six months of the commencement thereof.*

**Rule 6. Abandoned or Inoperable Vehicles.** *Abandoned or inoperable automobiles, recreational vehicles, or motor vehicles of any kind, shall not be stored or parked within the property. Abandoned or inoperable vehicles shall be defined as any vehicle which either is incapable of legal operation upon a public highway or has not been driven under its own propulsion for a period of 14 days or longer. The Association shall have the right to remove or tow away any vehicle that is parked within or on the Road. The cost for any removal or towing shall be charged to the responsible Owner.*

**Rule 7. Noise.** *No exterior horns, whistles, bells, wind chimes, or other sound devices, except security devices used exclusively to protect the security the improvements on any Unit, shall be placed or used on any Unit.*

Tierra Vista Village quiet hours are between 10:00 p.m. and 8:00 a.m. Dogs barking, loud gatherings, parties, playing loud music, talking outside on cell phones or other activity which results in the disturbance of the Owners or occupants of a Unit shall constitute a nuisance and the Owner shall be subject to imposition of fines set forth in the schedule of fines adopted by the Board of Directors.

**Rule 8. Nuisance.** No obnoxious, offensive, or illegal activity shall be carried on within the property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise, lights, sounds, odors or other nuisance shall be permitted to exist or operate upon the property so as to be offensive or detrimental to any other part of the property or its Owners or occupants. Barking dogs shall be deemed a nuisance.

**Rule 9. Hazardous Activities.** No activities shall be allowed or conducted on the property which are or might be unsafe or hazardous to any person or property, nor shall any inherently unsafe or hazardous materials be stored on the property.

**Rule 10. Maintenance and Repair.** The Owner of any Unit shall keep his or her Unit in good order, condition and repair and in a clean and sanitary condition. If the Unit Owner fails to maintain his or her Unit, (and any Limited Common Elements allocated to the Unit), or any part thereof or improvements thereon, in good repair, the Board of Directors may give the Owner written notice of the needed maintenance or repair. If said maintenance or repair is not completed by Owner within 30 days of the mailing of such notice, the Board of Directors, at its option, may obtain an injunction against the Owner to force completion of the needed work. In the alternative, the Board of Directors may contract with a third party for the needed work and assess the cost of the same against the Owner pursuant to the assessment provisions contained herein.

**Rule 11. Animals.** Except for common household pets, no livestock, poultry, or exotic animals may be kept on the property unless with the permission of the Board of Directors. Dogs shall be inside dogs. No dog-runs shall be permitted, and all applicable leash laws strictly followed. There shall be no more than two cats or two dogs and no combination of cats and dogs greater than three in number. No pets shall be bred, or maintained for commercial purposes. No animals shall be allowed to run free, or to otherwise constitute a nuisance to any other Unit Owners and Owners shall "clean up" after their pet at all times and in all places within the Project. The Owner of any animal shall at all times be personally liable and responsible for all actions of such animals and any damage caused by such animal.

**Rule 12. Trash.** Trash containers shall be stored in the garage and out of the site with the exception of the day of pickup. No trash, ashes, or other refuse or debris may be thrown, dumped, stored or accumulated on the Property. The burning of refuse out-of-doors shall not be permitted. No incinerators or other device for the burning of refuse indoors shall be constructed, installed or used by any other person except as approved by the Association. Waste materials, garbage, and trash shall be kept in sanitary containers and shall be enclosed and screened from public view and protected from disturbance and shall be disposed of with reasonable promptness. The Owner of any Unit subject to these covenants shall keep the premises free of trash, refuse, or debris of any kind, whether said Unit is vacant or occupied.

Owners shall store trash, garbage, junk, animal waste and other refuse in trash receptacles with hard sides and tops. At no time shall trash be placed outdoors in plastic bags or other soft-sided containers. Trash containers shall be placed outside only on the morning of trash pickup, no earlier than 6:00 a.m. Overturned trash containers shall be picked up by Owners immediately. Other than the day upon which trash is picked up, all trash containers must be stored within Unit garages.

**Rule 13. Vehicle Parking.** *No mobile home, trailer, automobile, boat, truck, pickup camper or other vehicle may be used for temporary or permanent sleeping or living purposes. Overnight parking or storage of recreational vehicles, mobile homes, trailers, campers or boats shall not be permitted on the Property, except in driveways. Notwithstanding the foregoing, no recreational vehicles may remain in a driveway for a period of more than 48 hours per month.*

**Rule 14. Storage Sheds.** *No storage sheds or structures of any kind shall be erected or maintained on the Property.*

**Rule 15. Antennae.** *No exterior radio, television, microwave or other antennae or antennae dish or signal capture or distribution device shall be permitted or installed on the Property, except as approved by the Association, and unless it is screened from view on all sides and any such screening conforms with the terrain and environment. With the prior approval of the Association, the small (18" – 24") TV and computer dish antennae may be located on the roof areas to optimize reception.*

Satellite dishes are permitted on roof ridge lines and on the fascia of the back exterior of the Unit; provided, however, that approval of the Board is obtained prior to installation. Under no circumstances shall satellite dishes be mounted on the front of a Unit.

**Rule 16. Rentals.** *No room or rooms in any unit or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing herein contained however, shall be construed as preventing the renting or leasing of an entire townhome as a single residence to a single family.*

Every owner shall provide a copy of these Rules and Regulations to any and all renters, tenants, or occupants before occupancy occurs. Owners are responsible for all actions of their tenants and occupants and shall be held directly liable for any violation by their tenants and occupants of the Declarations or these Rules and Regulations. Any fines incurred due to violations will be charged to the Owner.

Prior to occupancy, Owners shall provide the Board of Directors with contact information, including name(S) and telephone number(s) of tenants.

Single-family, as referenced in the general leasing restriction set forth in Rule 16, shall not require and shall not be limited to, married couples. The Association recognizes that use of the term single family is a term of art and that a family may consist of unmarried persons.

**Rule 17. Fencing.** *All fencing located within the Property shall be uniform in style, material, color and general appearance as approved by the Board of Directors. The maximum height of any fence shall be five feet as measured from the tallest point above the ground. All fencing must be located within the boundary of the backyard L.C.E. area appurtenant to the Owner's Unit. Owners, at their expense, may have the Declarant construct a fence within their designated L.C.E. area. If the Declarant is unavailable, the Owner may cause the Board to select an approved contractor to construct a fence on behalf of the Owner.*

Fencing which has been approved by the Board as required shall be subject to the following guidelines:

Type and Style: split rail and shadow box

Colors: Cabbot Natural Stain 3000

Height: Maximum of 5 feet

Variance of the height requirement may be obtained at the discretion of the Board but only upon the Owner's presentation of unique circumstances. Any variance of the fence requirement must be evidenced in writing.

**Rule 18. No Parking On Access Streets.** *In light of fire safety consideration no parking shall be permitted along access streets within the Property except in the designated common parking areas.*

**Rule 19. Restrictions on Alienation.** *A Unit may not be conveyed pursuant to a time-sharing arrangement.*

**Rule 20. Speed Limits.** No person shall drive a motor vehicle within the Property at a speed greater than is reasonable and prudent under the conditions existing and in no event greater than 10 miles per hour.

**Rule 21. Attachments To Units.**

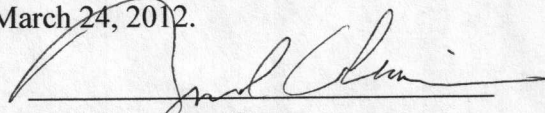
All window coverings must be conventional mini-blind or drapery style. No sheets, flags or other types of temporary window coverings are allowed.

Seasonal holiday decorations are permitted so long as removed no later than 30 days after completion of the holiday.

**Rule 22. Snow Removal.** After a snowfall, Owners (regardless of whether a Unit is occupied or vacant) are responsible for clearing snow and ice from driveways and entrance walkways to their Units. Owners shall remove vehicles from guest parking areas after a snowfall of more than 4 inches. Owners are responsible for any damage to vehicles incurred from snow equipment as a result of failure to remove the vehicle from the street. The Association and its Board members are authorized to tow, without prior notice to the Owner, any vehicle which violates this rule.

**Rule 23. Lawn Care.** Owners (regardless of whether a Unit is vacant or occupied) are responsible for mowing, weeding and maintenance of back yards. The Association is responsible for mowing and maintenance of Unit front yards. Owner, tenants or occupants shall mow and maintain lawns to a height of no more than four (4) inches. Lawns must be maintained in good condition and watered to the extent necessary to keep grasses alive and healthy. Owners shall replace dead vegetation within back yards.

Ratified by the Homeowner's of Tierra Vista Village Homeowners' Association, Inc. at the annual meeting held on March 24, 2012.

  
Brad Dennison, Secretary