

LAS VISTAS OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
Revised August, 2010

Introduction

Pursuant to the Declarations, Bylaws, and Covenants of the Las Vistas Owners Association, Inc. (“Association”), the Board of Directors (“Board”) has adopted the following **Rules and Regulations** to govern the use and enjoyment of Las Vistas Townhomes and Condominiums (“Complex”). The word “Complex” herein refers to all townhome and condominium units plus the general and limited common elements. The Board desires to ensure the highest possible standard of living, consistent with the surrounding community of Singletree, within whose borders the Complex is located. In order to accomplish this, the Board requests the cooperation of all persons residing or visiting the Complex (owners, tenants and guests), in observing the following:

1. **Use:** The Complex shall be used solely for residential purposes and for services, activities and recreation in conjunction with such residential use.
2. **Insurance:** Nothing shall be done within the Complex which might result in an increase in the premiums of insurance obtained for any portion of the Complex, or which might cause cancellation of such insurance.
3. **Violation of the Law:** Nothing shall be done within the Complex which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.
4. **Lease Requirements:** Any owner of a townhome or condominium unit shall have the right to lease that unit upon such terms and conditions as may be demand advisable by the owner, subject to the following:
 - A. Any lease shall be in writing and shall provide that the lease is subject to the terms of the Declaration, Articles of Incorporation, Bylaws of the Associations and these Rules and Regulations. No lease shall be for a term of less the seven (7) days (see Section 5.3B of Declarations).
 - B. Only an entire townhome or condominium unit may be leased, **not portions thereof**. Garages only, may be leased separately, and only to other Las Vistas owners or residents.
 - C. Any failure by a lessee to comply with the terms of the Declaration, Articles of Incorporation, Bylaws and Covenants, these Rules and Regulations or any governing document of the Association shall be a material default under the lease.
 - D. Each owner involved in a lease situation shall provide the Association’s Management Company with a copy of the current lease between the owner and the tenant, and a copy of these Rules and Regulations, signed by the tenant.

E. Each owner shall be responsible for providing the Association with the proper name, local mailing address and phone numbers of all tenants and shall be responsible for maintaining the current information for the life of the lease, and shall be responsible for providing any changes, alterations, additions or deletions for the life of the lease.

5. Pets: Pet ownership is limited as follows:

- A. No animals of any kind shall be raised or bred within the complex.
- B. Not more than one (1) dog or two (2) cats may be kept by an owner or tenant subject to:
 - 1. One (1) dog of not more than 20 inches in height at the shoulder at maturity.
 - 2. Not more than two (2) cats, but,
 - 3. Not more than a total of two (2) household pets in combined numbers.
- C. The association or its assignee (Association Management Company) may summon the appropriate authority to enter the general or limited common elements to remove any animal running free. Any costs associated with this act shall be the sole responsibility of the pet owner.
- D. At all times, pets and other household animals must be under strict control of its' owner, who shall be responsible for any damage done by the animal to the general or limited common elements of the Complex or to any privately owned property within or outside the Complex. Owners are responsible for any waste removal or damage resulting therefrom.
- E. Any pet that, in the opinions of the Board or its assignee or the Association, causes repeated disturbances, or is objectionable in any way shall be removed from the Complex, upon 3 days written notice to the owner.

6. Signs: No sign, advertisement or other lettering shall be exhibited, inscribed, painted or affixed in any way by any townhome or condominium owner, or by any owner's tenant or agent, or any other assignee, or any other person on any part of the outside or inside of any premises within the Complex, or on any part of the general or common element. Additionally, no advertisement, announcement or solicitation of any kind may be distributed or otherwise circulated in any part of the Complex without prior consent of the Board.

7. Windows, Balconies and Terraces: No awnings or other projections shall be attached to the outside walls of buildings without the prior consent of the Board and the Singletree Design Review Committee (DRC).

- A. Windows, balconies and terraces shall be used only for the purposes intended, and shall not be used for hanging garments, linen or other objects, or for cleaning of rugs or other households items.
- B. Cooking by any means is strictly prohibited on any grounds of the Complex except within the individual units and their attached balconies and terraces, and then at the residents own risk. No open charcoal grills will be allowed as they represent a high fire hazard risk. All barbecue units must be covered at all times while cooking or unattended.

- C. Sidewalks, driveways and unit entrances must remain unobstructed or unencumbered for any purpose other than ingress and egress to and from the premises.
 - D. Furniture and other movable objects should be removed from balconies if possible, when premises are vacant for a lengthy period of time. Wind damage can be a significant hazard.
- 8. Garage Doors:** Garage doors shall be kept closed as much as practicable.
- 9. Keys and Locks:** It is highly recommended that each owner/lessee provide a key to the Association's management company. However, the Association shall not be liable for any misuse of keys. Failure to comply could result in forced entry during an emergency. Any damage resulting from barred entry shall be the sole responsibility of the owner.
- 10. Nuisances:** No owner or occupant will cause, or permit disturbing noises in the unit, and shall not interfere with the rights, comforts or convenience of other owners or occupants. In no event shall any person produce or cause to be produced anything audible outside the occupant's individual premises. Parties must be held with respect to all other occupants of the Complex.
- 11. Exterior Changes (amended 7/13/00):** No work of any kind shall be done on the exterior of any Complex building unless it is first, expressly authorized in writing by the Board and secondly is approved by the Design Review Committee of the Singletree Property Owners Association. This includes, but is not limited to: wiring for electrical, television, telephone or any other purpose, including machinery, lighting, air conditioning, sports equipment, hot tubs or other protruding apparatus.
- 12. Refuse:** Disposition of garbage and trash shall be only by the use of such collectors as contracted by the Association. All garbage and trash for collection must be in sealed bags or containers, and placed neatly at curbside in front of individual units, or at alternate location specified by the contractor for pick-up on the day scheduled. No garbage or trash may be placed outside units earlier than the morning of pick-up. Containers when emptied shall be removed from curbside as promptly as possible following collection.
- 13. Maintenance of the General Common Elements:** Any person subject to these Rules and Regulations who observes a condition anywhere within the Complex that requires Association action shall make every reasonable attempt to report that condition to the Association Management or any individual member of the Board of Directors.
- 14. Personal Property:** Any personal property left in the general common elements may be presumed abandoned and will be disposed of by the Association or its assignee. The general common elements shall not be used for storage of any kind.

15. Unauthorized and Abandoned Vehicles: No motorized boat, sailboat or watercraft of any kind may be stored, parked, or otherwise left standing in any general common area for longer than 24 consecutive hours.

- A. No commercial or rental truck of any kind, trailer or other recreational vehicle of any make, model or size may be parked overnight in any common general area.
- B. In the event any vehicle is parked in violation of these Rules and Regulation, such vehicle may be towed at the owner's expense.
- C. Vehicles that impede snowplowing or snow removal may be towed immediately, without notice, at the owner's expense.

16. Parking: Owners, tenants, guests and service personnel are encouraged to park in their driveways, garages and other assigned spaces. General parking is provided in the general common elements and occupants are directed to encourage visitors to utilize these areas.

- A. On-street parking of a short-term nature is permitted. However any on-street parking shall not be overnight or interfere with snowplow operations.
- B. No motorcycle or motorized recreational vehicle may be driven on the general common element unless for the purpose of parking on an individual property (driveway or garage). No such vehicle is permitted to use the common elements for recreation or practice purposes.
- C. Overflow parking is available in the four spots in front of units 11 and 12, and the lot between buildings #1 and #3 (casitas buildings).

17. Additional General Provisions: Sidewalks, roadways, driveways, entrances and natural growth areas shall not be obstructed or used for any purpose other than intended.

- A. All common areas are to be treated with care by all persons. Any abuses, damages or annoyances created within these areas are the sole responsibility of the individual owners or occupants causing such disturbances.
- B. No radios or other audio equipment of any kind, or any speakers or other apparatus may be used in the common elements. Nothing of this kind is permitted on the individual premises as to be an annoyance to other owners or occupants.
- C. No furniture not belonging to the Association may be used or stored in any part of the general common element.
- D. No part of the general common element may be used for storage, vehicle repair, construction, or for any other purpose other than the way originally intended.
- E. Townhome and condominium decks, porches and patios shall NOT be used for storage areas.
- F. Carports shall not be used for open storage. Only approved carport storage lockers conforming to the existing size and design shall be permitted, with each parking space limited to no more than one (1) locker. EXCEPTION: Bicycles may be stored in assigned carport areas (**amended 8/7/98**).
- G. All vehicle operators within the complex will employ a safe slow speed.

- 18. Hazardous Material Storage:** The storage of flammable or toxic materials that may jeopardize the safety or welfare of any person or property is **strictly forbidden**. Any such materials that may cause harm, damage or discomfort must be removed immediately at the owner's expense or the Association retains the right to enter the premises and have these materials removed, and the condition of the premises remedied at the owner's expense.
- 19.** Unit owners are responsible for the actions and behavior of their tenants and guests. Additionally, owners are responsible for providing them with a copy of these Rules and Regulations for reference to be kept on their premises at all times.
- 20. Deliveries:** Owners and occupants must arrange for all deliveries to be made in a manner that will least disrupt the normal use and privileges of other owners and occupants. Any damage or cleanup necessitated by the action of any workman or contractor engaged by an owner or lessee shall be the responsibility of the individual owner or lessee.
- 21. Fines (amended 7/13/00):** After fifteen (15) days written notice to a unit's owner mailed to the unit owner's address in the Association records, continuing willful and negligent disregard for any of the Rules and Regulations outlined above by an owner, tenant or guest, may result in the owner being fined at the discretion of the Board of Directors for the amount of \$100 after an opportunity for a hearing on the matter by the Board.

Failure to comply by the owner shall result in the fine becoming a lien against the owner's unit and will remain in effect until paid.

Additionally, the Association shall have the right to collect all fines, damages and legal expenses associated with violations of these Rules and Regulations as if the same were a regular assessment.

The Rules and Regulations stated herein are a supplement to and not a substitution for the recitals contained in the Declarations of Covenants, Conditions, Restrictions and Easements of Las Vistas at Singletree.

Should there be a conflict between said Declaration of Covenants and the Rules and Regulations stated herein, the intent of the Declaration of Covenants is governing.

These Rules and Regulations are adopted by the Board of Directors of the Las Vistas Owners Association, Inc.