

VALLEY VIEW VILLAGE HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS

Pursuant to the Declaration (the “Declaration”) and Bylaws of the Valley View Village Homeowners Association, the Executive Board has adopted the following Rules and Regulations to govern the use and enjoyment of the property. “Property” also refers to all general and limited common elements. The Executive Board desires to ensure the highest possible standards of living experience within the property. In order to accomplish this, the Executive Board requests the cooperation of all persons residing in or visiting the property in the observance of the following:

Pets.

Restrictions on Pets. There shall be only two domestic cat(s) and/or one domestic dog(s) allowed per unit. Appropriate action will be taken against all aggressive and vicious dogs. All pets in the Property, including dogs and cats, shall be on a leash at all times that they are on the limited and general common elements of the Property. No pets shall be allowed to run at large on the limited and general common elements of the Property. Pets shall not be tied to or confined on any limited and general common elements of the Property at any time, including decks and patios. Pets shall not be confined to garages for extended periods of time. Pets shall not be kept in kennels of any nature in the limited and general common elements of the Property. No pets shall be allowed on any limited and general common elements, unless accompanied by the owner and on a leash. No pets shall create a nuisance or disturb the peace of the Property or other owners, including without limitation, any loud or excessive barking; any destruction to landscaping or other common elements on the Property; any commotion, disturbance or littering of trash receptacles or dumpsters on the Property; and the like. Owners shall be immediately responsible to pick up their own pet’s droppings on the Property. There shall be no feeding of pets or stray animals outside.

Violations. In the event of any violation of these provisions pertaining to pets, an owner or the Association may file a complaint with the Executive Board. Upon receipt of any complaint of a violation, the Executive Board shall schedule a hearing as soon as practicable to hear the complaint and give the owner of the offending pet the opportunity to rebut the complaint. After hearing the evidence and arguments presented, the Executive Board shall determine whether a violation has occurred. The Executive Board’s decision in the matter shall be final and not appealable. In the event the Executive Board determines a violation has occurred, it shall have the authority to impose a fine or any other enforcement it determines appropriate, except in the case of owner’s not picking up after their pets, pets running free within the property, tied up or confined to a common element, or causing a disturbance or nuisance with loud or excessive barking. In each of these cases, the fine for each offense shall be One Hundred Dollars (\$100.00), for the first offense and One Hundred Fifty Dollars (\$150.00) for second offense. All fines shall be treated as assessments and the Association shall have the authority to impose an assessment lien for any unpaid fines hereunder. In the event any pet is the subject of any three valid complaints (i.e., complaints the Executive Board has

ruled valid), the offending pet shall immediately be evicted from the property. Until the date the pet physically leaves the premises, the owner shall be fined Fifty Dollars (\$50.00) per day for each day after the effective date of the Executive Board's decision until the pet is no longer on the premises. Thereafter, the offending pet's owner shall be precluded from owning any other pets on the premises without prior approval of the Executive Board. Whenever the provisions contained herein provide for the Executive Board to make determinations, the Executive Board may, by properly adopted resolution, delegate this authority to any Manager appointed by the Association, except the Executive Board may not delegate the authority to evict a pet, or allow a previously offending owner to have a new pet on the Valley View Village Property.

**Parking and Vehicle Maintenance.** Only operable and currently licensed automobiles, trucks, vans and motorcycles, not exceeding one ton in size, shall be kept or maintained on the common elements. Vehicles shall not be kept on the sidewalks. No vehicle maintenance or repair shall be carried out at any unit or on recreational vehicles and no trailers shall be parked within the property. Parking spaces shall be maintained as parking spaces and not be used for any other purpose. Parking of permitted vehicles for each unit owner, tenant and their guests shall be limited and restricted to the designated parking spaces assigned to such unit owner's or tenant's unit and, in addition, guests, but not unit owners or tenants, may park in the parking spaces that are not designated for any particular unit. The Association shall have the right to preclude any vehicle or motorcycle that makes excessive noise, in the Executive Board's determination, from parking on the common elements. Owners shall not lease their parking space to anyone, except that a unit owner may lease his parking space concurrently with a lease of his unit and, with prior Association approval, a unit owner may lease his parking space to another unit owner in the property, for that unit owner's personal use. Any owner, guest or tenant parking in unauthorized spaces may be towed, booted and/or fined, in the Executive Board's discretion. Any fine shall not be less than one hundred dollars (\$100.00) per occurrence. Any violation of the prohibition against leasing set forth above shall be subject to a fine equal to one hundred dollars (\$100.00) per each day of violation, and the Association shall have the authority to impose an assessment lien for any unpaid fines hereunder. Owners and tenants shall comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements relating to the use of their parking space(s), including any rules and regulations set forth in the Declaration and/or Rules and Regulations enacted from time to time by the Association.

**Use.** The property shall be used solely for residential purposes and for services, activities and recreation in conjunction with said residential use. No business or commercial use of any nature may be conducted within a unit or on the property, except for home occupations, as approved by the Association.

**Insurance.** Nothing may be done or stored within the property that might result in an increase in the premiums for insurance obtained for any portion of the property or which might cause cancellation of such insurance.

Violation of The Law. Nothing shall be done within the property that would be in violation of any statute, rule, ordinance, regulation, permit, covenant or any other validly imposed requirement of any governmental body, including the zoning, subdivision or building restrictions of Garfield County.

Garbage/Trash. All garbage/trash shall be placed in sealed garbage cans and stored in the unit's garage until garbage/trash pick up day. Trash, debris and/or garbage left in the common areas may be removed by the Association, and the Association shall impose a fine in the amount of fifty dollars (\$50.00) per occurrence, assessed against the unit responsible for such trash.

Decks & Patios; Common Elements. Patio furniture in good condition and in an amount appropriate for the space may be stored on decks and patios, designated as limited common elements, provided they are stored in a neat and orderly manner. In all cases, the Executive Board will be the final judge as to the condition of the common areas in order to ensure a pleasing appearance to the entire property. No unit owner shall obstruct, damage or commit waste to any of the common elements. Except as provided herein, no unit owner shall change, alter, repair or store anything in or on any of the common elements without the prior written consent of the Association. Common elements must be clear of obstruction.

Antenna. No antenna, dish or other external fixture of any sort shall be placed, allowed or maintained on any portion of the general or limited common elements without the prior approval of the Association, which may be withheld in the sole discretion of the Association.

Personal Property. Any personal property left in the general or limited common elements may be presumed abandoned and will be disposed of by the Association at no liability to the Association. The Association shall not be responsible for any loss, whether due to theft, damage, or otherwise, to any personal property stored or otherwise left on any common element, whether allowed or prohibited by these Rules and Regulations.

No Noxious, Offensive, Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the property nor shall anything be done or placed on or in part of the property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No activity shall be conducted on any part of the property and no improvements shall be made or constructed on any part of the property which are or might be unsafe or hazardous to any person or property. No sound shall be emitted on any part of the property which is unreasonably loud or annoying. No odor shall be emitted on any part of the property which is unreasonably noxious or offensive to others. No light shall be emitted from any part of the property which is unreasonably bright or causes unreasonable glare.

Window Treatments; No Unsightliness. If a unit owner replaces any curtains, shades and other similar window treatments the exterior facing side of such window treatments shall be substantially similar color and shade as the color and shade of the exterior facing side

of such window treatments that currently exist throughout the property. No unsightliness shall be permitted on or in any part of the property. Without limiting the generality of the foregoing, nothing shall be kept or stored on or in any of the common elements. Nothing shall be hung or placed on any of the common elements, and nothing shall be placed on or in windows and doors of units which would or might create an unsightly appearance.

**Restriction on Signs.** No signs or advertising devices of any nature shall be erected or maintained on any part of the property, except one For Sale or For Lease sign in a size not to exceed 24" x 24".

**Maintenance of Units and Common Elements.** Each unit and all improvements, fixtures, furniture and equipment therein shall be kept and maintained by the unit owner in a clean, safe, attractive and sightly condition and in good repair. No structural alterations within any unit or with respect to any common elements shall be made and no electrical, plumbing or similar work within any unit (except minor repair work localized within the unit not affecting these overall utility systems) shall be done without the prior written consent of the Association. Any building or other permits required shall be obtained by the unit owner at the unit owners expense prior to the work being done.

**Owner Caused Damage.** If, due to the act of neglect of a unit owner, loss or damage shall be caused to any person or property, including sprinkler heads and fencing or any unit therein, such unit owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association and the carrier of the insurance has waived its rights of subrogation against such unit owner. The amount of such loss or damage may be collected by the Association from such unit owner as a special assessment against such unit owner, by legal proceedings or otherwise, and such amount shall be secured by a lien on the unit of such unit owner as provided elsewhere in this Declaration for assessments or other charges.

**Lease Requirements.**

Any lease shall be in writing and provide that the lease is subject to the terms of the Declaration, the Bylaws and these Rules and Regulations

Any failure to comply with the terms of the Declaration, the Bylaws, these Rules and Regulations or any governing documents of the Association shall be a material default under the lease, enforceable by the Association. In addition, whenever the Declaration or any rule or regulation is violated by a tenant, licensee or guest of any unit owner (or anyone occupying the premises with his consent), the unit owner shall be responsible for any such violation to the same extent as if the unit owner had committed the same (except to the extent that such a liability is prohibited by law).

Each owner shall be individually responsible to send to the offices of the Association or its Management Company: (i) Each tenant's phone number and local mailing address; and (ii) a copy of the current Rules and Regulations signed by each tenant.

No Impairment of Structural Integrity. Nothing shall be done, without the written consent of the Association, in, on or to any unit or the common elements, or any portion thereof, which might impair the structural integrity of the buildings or which would structurally change the buildings.

Bicycles. All bicycles shall be kept in the owner's unit, on limited common elements appurtenant to such owner's unit or in areas of the common elements specifically designated for bicycle storage by the Association.

Assessment – Late Payment Interest. Any assessment received after the 10th day of the month shall incur a late payment penalty of \$10 and accrue interest on the unpaid balance at the rate of 1 1/2 % per month.

Fines. After written notice to a unit owner, continuing and/or negligent disregard for any of these Rules and Regulations or any other governing covenants of the Association by such owner or his guest may result in the offending unit being assessed a fine, at the discretion of the Board, as outlined in the Declaration, of up to two hundred dollars (\$200.00), plus the cost of actual damages.

Each owner is considered to have received constructive notice of the Rules and Regulations as adopted by the Association Board of Directors. Owners are to instruct their property managers to furnish a copy of the Rules and Regulations to tenants before executing leases. Tenants agree to adhere to the Rules and Regulations of the Association. It is understood that the Rules and Regulations shall become a part of the executed lease, and said leases could be terminated if the Rules and Regulations are violated.

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OWNER		DATE
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TENANT	ADDRESS/UNIT	DATE
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TENANT	ADDRESS/UNIT	DATE
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PROPERTY MANAGER		DATE
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