

MESA RIDGE TOWNHOME ASSOCIATION

RULES & REGULATIONS

GOVERNING COMMON SPACE

THE ASSOCIATION is given the responsibility for maintaining the Common Space Parcels within Mesa Ridge in Section 7, Paragraph (b) of the Declaration of Covenants, Conditions and Restrictions (CC&R's); and

THE ASSOCIATION has been granted and holds legal title to Common Space Parcels designated as General Common Open Space, including landscaped areas, sidewalks, driveways and all other Common Areas and Utility Easements. The streets and utility easements are owned by the Mesa Ridge Homeowners Association, and are designated Ingress, Egress and Utility Easement as shown on the final plats of Mesa Ridge; and

THE ASSOCIATION has also been granted and holds legal title to Limited Common Space defined as balconies, patios, porches and decks. Balconies, patios, and decks are to be used and maintained by the Homeowner. Porches are to be used by the Homeowner and maintained by The Association.

THE BOARD OF DIRECTORS (Board) is empowered to adopt rules and regulations governing the use of Common Space Parcels facilities, and the personal conduct of the Association Members hereinafter stated as Owners, Lessees, Guests or other Persons thereon by Article V, Section 4, Paragraph (b) of the Bylaws; and

THE BOARD OF DIRECTORS has determined that it is in the best interest of the Members of the Association to establish certain rules and regulations for the use of the Common Space Parcels.

MISCELLANEOUS:

- ✓ These Rules and Regulations shall be sent to each new Owner at closing.
- ✓ If these Rules and Regulations conflict with any Colorado statute or the Declaration, those documents shall prevail.
- ✓ The invalidity of any or part of these Rules and Regulations shall not impair or affect in any manner, the validity or enforceability of the Rules and Regulations.

THEREFORE, be it resolved that the following Rules and Regulations are hereby adopted and shall be published to the Members.

- 1) GENERAL USE. The Common Space Parcels and Limited Common Space Parcels shall be available to the Members of the Association and their Guests for any general use and benefit that does not adversely impact the Common Area environment or the Mesa Ridge Homeowners or the general well-being of the Mesa Ridge Homeowners. No use shall be made of the Common Area which will deny ingress and egress to those Owners/Residents having access to Lots only over the Common Area.
- 2) NO OFFENSIVE OR HAZARDOUS ACTIVITIES. No Owner, Lessee, Guests, or other persons shall commit, or cause to be committed, any offensive or nuisance activity on the Common Space Parcels

which is or may cause an unreasonable embarrassment, disturbance or annoyance to others. No activity shall be conducted on the Common Space Parcels which is or may cause to be an unsafe or hazardous condition to any person or property, such as, but not limited to: Installation or use of hot tubs, portable pools, trampolines, playground equipment, skateboards or other such items. Hunting, discharge of firearms, archery equipment and other weapons are specifically prohibited.

- 3) **RESTRICTION ON OCCUPANCY/ACCESS.** No Owner, Lessee, Guests of other persons shall occupy, or cause to be occupied, any portion of the Common Space Parcels by construction of a fence, or any other means, which limits access to the Common Space Parcels by other Owners, Lessee, Guests or other Persons or construct any improvements or facilities upon the Common Space Parcels. Units shall be occupied only in compliance with local zoning regulations. Garages are limited to temporary storage of vehicles, recreational equipment, nonhazardous material and retractable clotheslines. No structures of a temporary character, and no trailer, tent, crawl space, garage, shed or other outbuilding shall be used at any time as a residence either temporarily or permanently.
- 4) **RESTRICTION ON ANIMALS.** No animals, livestock, birds or poultry of any kind shall be raised or bred at any Mesa Ridge residence by any Owner, Lessee, Guests or other Persons. Dogs, cats, or other domestic animals which are bona fide household pets are allowed, pets are not to exceed two animals per household. Such animals must be indoor-kept pets. No outdoor doghouse, pet run, or kennel will be permitted. Outside tethering is not allowed unless the owner of the pet is present with the animal. The tether is to be attached to homeowner-maintained property e.g. decks, door handles, or inside of garage. No tethering device shall be placed on the common areas. When outdoors, dogs and cats must be leashed and shall not be permitted to run freely. Pet owners must immediately remove and dispose properly of solid waste from the leashed or tethered dogs or cats, incessantly loud, vocal dogs or cats, whether indoors or outdoors, shall be considered a nuisance and shall not be permitted. The Board of Directors will act as necessary to remove animals in violation of these rules. The Owner shall hold the Association harmless from any claim resulting from any action of pets owned by the Owner, or the Owner's tenants, guests, or invitees.
- 5) **RESTRICTION ON PLANTING.** No trees, shrubs, vegetable gardens or flowers shall be permitted to be planted by the Homeowner in the Common Space Parcels. Digging in established shrub beds and gravel areas is not permitted, except by approval of the Board. Members may maintain live potted planters, in earth tone or house colors, on their outdoor patios, decks, balconies and/or porches and in established shrub bed areas. Residents are fully responsible for the maintenance, orderliness and safety of any such flowers, plants and containers, and shall be solely responsible for insurance coverage to cover accidents, physical injuries or other property damage caused to or by these items. **THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR SUCH ACTIVITIES.**
- 6) **VEHICULAR: PARKING AND STORAGE.** Mesa Ridge Subdivision is designed to accommodate resident parking within garages and resident and guest parking on driveways. This is to facilitate access in case of emergency.
 - a. Towing
 - i. Immediate Towing—vehicles parked in fire lanes will be subject to towing without warning or notice.

- ii. Towing following notice—except as provided in subsection (a) of this Section, abandoned or non-operable, or vehicles without a current registration tag or license will be subject to the following course of action:
 - b. For the first violation, a written warning shall be given by attaching such warning to the window or other conspicuous surface of the offending vehicle. A record of each violation will be kept with the Association or Property Manager for a period of one (1) year. For each successive violation of the same Rule (within the one (1) year period) the vehicle will be towed without notice to the Owner.
 - c. The Owner of the offending vehicle shall be responsible for paying all towing and vehicle storage fees. The Association, its Directors and Managing Agent shall not be responsible for damages caused by towing the offending vehicle. All offending vehicles will be towed by a towing company whose name, address and phone number are posted at each entrance of the property. The Owner of the offending vehicle shall make arrangements directly with the towing company to pay towing and vehicle storage fees and to obtain possession of the impounded vehicle. For all other violations of this Article, where towing is not possible, the Association’s Fine Policy as outlined in Article 14, VIOLATION PROCEDURES, shall apply.
 - d. The Board takes no responsibility for injuries on Common Space driveways or street, as a result of minor maintenance to a vehicle(s) such as rotating tires, fixing flat tires, cleaning/washing and/or recharging batteries. No major overhauls are allowed on the Common Space areas, which includes driveways.
 - e. No boats, trailers, buses, recreational vehicles, camper rigs, vehicle components or similar items are to be stored or parked on Common Space areas, which includes driveways for a period of more than 72 hours. Recreational Vehicles and moving trucks are considered temporary and may park for 72 hours or less but this does not allow them to be parked in the street over-night.
 - f. Vehicles are not to be parked on landscaped areas and when parked on driveways must not block access to neighbors’ garages.
 - g. Oil, grease and stains of other kinds on driveways must be removed by the townhouse resident.
 - h. Over-night parking is never allowed on the streets by residents or their guests.
 - i. To ensure the safety of the community, the posted speed limit within the Mesa Ridge community is 25 miles per hour.

7) RESTRICTION ON DUMPING AND STORAGE. The Common Space Parcels shall not be used for the purpose of dumping or storing any material, such as, but not limited to, grass clippings, wood, rock, mulch, garbage, pet litter or other debris, for the storage of any vehicles, boats, trailers or other personal possessions, with the noted exception of necessary materials storage associated with original Builder Construction. Decks, balconies, porches, or patios are not to be used for storage, except for patio furniture, planters and/or barbecue grills.

8) RESTRICTION ON TRASH CONTAINERS. Domestic trash containers must be kept within the garage, except for the day of curbside pickup. Trash containers shall not be placed at curbside longer than reasonable. Trash containers may not be placed outside of your garage earlier than the day prior to trash pick-up and must be returned to your garage no later than the morning following trash pick-up or as directed by the Battlement Mesa Service Association. Outdoor construction dumpsters are

permitted only during the construction phases, are provided by the builder at his expense, and are not available for domestic trash use by anyone else.

- 9) EXTERIOR ORNAMENTATION. Personal exterior ornamentation on the Common Space Parcels and Building Structures may be permitted, at the sole discretion of the Board of Directors, provided it is attractive, harmonious, and non-offensive to other Owners. Any exterior ornamentation on the Common Area Parcels and Building Structures shall be for approval by the Board. This includes holiday decorations. Free-standing flag poles, windmills, animal parts, outdoor carpeting, awnings, exterior shades, window guards, window fans, and similar items are not permitted. Antennas may be erected or placed with approval by the Board and must comply with OTARD FCC regulations.
- 10) RESTRICTION ON FIRES. No man-made open fires of any sort are permitted on the Common Space Parcels, including, but not limited to, campfires, debris burning or fireworks. Barbecue grills are permitted on patios, porches, decks, balconies and driveways while under direct personal use.
- 11) FIRE PREVENTION. Owners/Residents are responsible for their own individual smoke alarms and are encouraged to maintain additional fire prevention resources.
- 12) REPORTS OF DAMAGE.
 - a. Any damage affecting other Units or the Common Area, and any personal injuries caused by any damage, fire or accident must be promptly reported to the Board of Directors or the management company by a person having knowledge.
 - b. Any damage caused by the Association, or any contractors hired by the Association to items that are the responsibility of the homeowner must be promptly reported to the Board of Directors or the management company. The Board of Directors will determine the liability of the report and where appropriate, the Association shall be liable for all costs to restore or replace the item to its original condition.
- 13) RESTRICTION ON CAMPING. No camping, or the erection of any tent, camper or other portable structure, shall be permitted on the Common Space Parcels, or decks/patios.
- 14) RESTRICTIONS ON THE DRYING OF LAUNDRY. The drying of laundry in public view is prohibited. Retractable clotheslines are allowed inside the garage.
- 15) NO ANNOYING LIGHTS, SOUNDS OR ODORS. No light shall be emitted from any Townhome Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Townhome Lot which is unreasonably loud or annoying; and no odor shall be emitted from any Townhome Lot which is noxious or offensive to others.
- 16) VIOLATION PROCEDURES. In the event an owner, Lessee, Guest (s) or other Persons shall commit a violation of the Rules and Regulations, Covenants and/or By-laws, the Association shall first seek to remedy the situation through personal contact with the occupant of the townhome. If the situation cannot be corrected upon initial contact with the townhome occupant, the Board of Directors, upon an

affirmative vote of the majority of the Directors present, shall have the right, after Notice and Hearing as herein provided, to take any one or more of the following disciplinary actions.

- a. Suspend the Owner's privileges to vote, hold office or participate on any committee, until fines, interest and assessments are paid current, and the infraction is discontinued or corrected,
- b. File a lien against the property for non-payment of fines or levies. Lien amounts accrue at Prime Interest Rate plus twelve (12) per cent.
- c. Take whatever other options may be permitted by the Declaration, these By -laws or by law.
- d. This remedy shall be in addition to any legal recourse available to any Member or to the Association pursuant to the laws of Garfield County and the State of Colorado and shall not be considered as a limitation thereof.
- e. Covenant violations may be handled by the Covenant Control Committee of the Battlement Mesa Service Association at the Board's discretion.
- f. The violating or responsible Owner shall be responsible for all legal fees and costs associated with the enforcement of these rules and the collection of any fines and interest assessed.

17) PENALTIES: The Board shall have the power to enforce these Rules and regulations and the other Association Documents, including the Declaration and Design and Architectural Guidelines, by use of the following penalties:

- a. The Board shall have the power upon finding a violation of the rules and Regulations to suspend the voting rights of the Owner until a violator complies with the Rules and Regulations. The Board shall apply the following penalty schedule relating to specific violations of the documents and these Rules and Regulations:

First Violation-Warning
Second Violation-\$50.00
Third Violation-\$100.00
Fourth Violation-\$200.00

All additional Violations will be doubled from the fourth penalty.

- b. If the violation involves damage to the Common Elements, the violator shall pay the cost of repair and/or replacement.
- c. The Board, Pursuant to the Declaration, may seek injunctive relief or damages in a court of law, and may use any self-help remedies authorized by the Association's Documents.
- d. Violators shall reimburse the Association for all costs and attorney's fees incurred to enforce the Declaration, Articles of Incorporation, Bylaws or these Rules and Regulations.
- e. Any individual member(s) must exhaust all available internal remedies of the Mesa Ridge Townhome Association prescribed by these Rules and Regulations before that Member may resort to a court of law for relief. The foregoing limitations pertaining to exhausting all internal remedies shall not apply when the complaint alleges non-payment of common assessments, special assessments, or reimbursement assessments.
 - i. A hearing to determine whether enforcement action under these Rules and Regulations should be taken shall be initiated by filing a written complaint with the Mesa Ridge Townhome Association Board of Directors. Complainant shall clearly set forth the acts or omissions charged and provide specific reference to provisions of the Declaration, Rules and Regulations, By-laws or Architectural Guidelines which the Owner is alleged to have violated.

- ii. A notice will be sent to notify the Owner of a complaint under these Rules and Regulations, together with a statement which will substantially say the following: “Unless you appear before the Mesa Ridge Homeowners Board of Directors at the following date, time and place to present a defense, or explain mitigating circumstance, the Board of directors may proceed upon the complaint without a hearing, and you have waived your right to a hearing. If you wish to respond to the matter(s) set forth in the attached complaint, you must be present at _____AM/PM, on____(date)___ at _____(place). You may, but need not be, represented by counsel. If you desire the names of any witnesses, or the opportunity to inspect any relevant writings or items on file in connection with this matter, you may contact: _____(person)_____(phone)_____.”
- iii. The date of the hearing shall not be less than ten (10) days after the notice of the hearing is postmarked. If the Owner appears in accordance with the notice and responds to the complaint, the Board of Directors will conduct the hearing. They shall not be required to adhere to technical rules of evidence or procedure but shall conduct the hearing in a fair and impartial manner, allowing both sides of the issue to be presented fully, but without undue reception. The hearing shall be open to all, subject to the capacity of the hearing room.
- iv. If the respondent fails to appear at the hearing, the Board of Directors may, without notice to the respondent, act based on evidence presented to it and may treat the complaint as having been admitted.
- v. If, after the hearing of Covenant violation, and by secret ballot, a simple majority of the Directors present agree that a violation occurred, the Board will determine if a fine is in order. If a fine has been ordered the following will apply:
- vi. If this fine is not paid within thirty (30) days of the date of the mailed written notice of a violation of these regulations, interest at the rate of Prime Interest Rate plus twelve per cent per year will accrue from that date. If said fine is not paid within ninety (90) days of mailing of the first notice of the hearing, a lien will be filed against the property. Interests will continue to accrue and be compounded annually. The Owner causing infraction will be responsible for ALL legal fees and charges required to correct the infraction, and collect the charges related thereto.

18) PROCEDURES: Enforcement procedures may be adopted and amended by the Board of Directors from time to time

19) RESTORATION EXPENSES. In the event any Owner, Lessee, Guest or other Persons shall commit or cause damage to or destruction of any Common Space Parcel, the Owner shall be liable for all costs of restore or replace said Common Space Parcel to its original condition or such other condition approved in writing by the Association and shall reimburse the Association for any and all costs and expenses Incurred by the Association for staff, legal, restoration and replacement services related thereto.

20) CONFLICT IN DOCUMENTS. In case of any conflict between these Amended and Reinstated Rules and Regulations Governing Mesa Ridge, and the Restated Declaration of Covenants, Conditions and

Restrictions for Mesa Ridge and Battlement Mesa Service Association, the more restrictive provisions shall prevail.

21) LIMITED INVALIDITY. If any of the provisions of these Amended and Restated Rules and Regulations, or any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstance be invalidated, such invalidation shall not affect the validity of the remainder of the document, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall be affected thereby.

22) NOTICES. All Notices required to be given under these Rules shall be deemed given when delivered personally or when deposited into the United States mail, sent first class postage prepaid.

Amended and restated the Rules and Regulations for Mesa Ridge Townhome Association on 9th day of January 2020 by the Board of Directors.