

MAHOGANY VISTA HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
RIFLE, COLORADO 81650

(Revised 11/23/04 – Modified 6/13/06 only to change the Association Manager.)

The current Association Manager is:

Greg Valunas Property Management
1973 County Road 210
Rifle, CO 81650
970-319-8883
greg@NellaGreg.com

All owners are required to sign and return this document within **10 days** and all owners who lease their unit must ensure that the Tenant(s) sign a copy of the Rules and Regulations, which shall become a part of their Lease. AS AN ADDENDUM TO THE LEASE, ANY VIOLATION OF THE RULES AND REGULATIONS LISTED HEREIN MAY BE CAUSE FOR TERMINATION OF THEIR LEASE, AT THE OWNER/AGENT'S OPTION. A copy of the Mahogany Vista Homeowners Association Rules and Regulations, signed by the Tenant(s), must be delivered to the Association Manager **within ten days of the lease date**. Failure to do so shall result in a fine of \$100.00 to the owner.

This addendum is hereby made part of a certain rental agreement, dated _____ between _____ Owner/Agent and _____, Tenant(s) for occupancy at the address known as _____. WHEREBY, ABOVE SAID OWNER/TENANT(S) AGREE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS.

PETS:

1. Only one pet per owner occupied unit allowed and the owner shall immediately forward a \$100.00 non-refundable pet fee to the Association. Under no circumstances shall any pet which exceeds, or will exceed when fully grown, 15" high and/or 25 pounds in weight, be allowed on Association grounds. No pet shall be allowed anywhere in the common areas unless leashed, and all pet waste must be **immediately and properly disposed** of by the pet owner. Owners are responsible for any damage caused by their animal. ONLY those pets which have been allowed for, in writing and according to the provisions listed herein, may be allowed on Association grounds AT ANY TIME. NO PETS ALLOWED BY TENANTS.
2. The following pet is hereby declared by the Owner: _____

NOISE:

No noise or other nuisance shall be permitted to exist or operate upon the property as to be offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior loud speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Association. All radios, stereos and television sets to be used at a low volume, so as not to disturb the peace of their

neighbors. Owners/Tenants are responsible for and should control themselves and their guests so as not to create a disturbance.

CHILDREN:

Owner/Tenant(s) shall monitor their children and their children's activities and are responsible for any destruction of Association property and/or extra maintenance caused because of the activities of either their children or the children of their guests. Toys, bicycles, and personal items, etc., are not to be unattended or allowed to obstruct passage to, or interfere with the use of Association facilities or with occupant access.

SAFETY:

No activities shall be conducted on any property and no improvements shall be constructed on the property that may be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms of any type (including, but not limited to, BB guns, pellet guns, air rifles, or bows) are to be discharged upon any property or anywhere within or on Association grounds. No open fires permitted except in a contained barbecue unit for cooking purposes, or within an interior fireplace.

APPEARANCE:

Owners/Tenant(s) agree to assist in the cleanliness and desirability of all walkways, greenbelts, parking lots and other common areas of the Association.

Occupants agree to properly maintain the outside appearance of their doorways and windows and to use proper window coverings. Newspapers, sheets or other makeshift coverings are not allowed. Window screens and door screens are to remain in good repair and installed within the frames at all times. Only townhome addresses, appropriate name placard and/or welcome placard are allowed on or by the doors. Seasonal ornaments in or on windows or doors will be permitted.

Occupants agree to NOT use outside common areas of the Association for storage or construction of any type. Furthermore, no construction activity is allowed in front yards or back patio areas of any individual unit that results in offensive noises, fumes or unsightliness. No clotheslines allowed and clothing and other items are not to be draped on or over the fencing or banisters. There shall be no alterations to the exterior appearance of any improvement, including, but not limited to, fencing or removal of any improvement, without the prior written approval of the Association. **No exterior radio or television antenna, or aerial shall be erected** or maintained on the Property without the prior written approval of the Association. A satellite dish will be allowed pending approval of site location and size. Only appropriate outdoor furniture allowed on the decks.

No cutting of firewood on Association common areas. Wood may be brought in only along sidewalks. All firewood must be neatly stacked within the privacy fence lines, protecting the building and concealed as much as is reasonably possible.

NO VEHICLES ALLOWED ON THE ASSOCIATION LANDSCAPED AREAS.

TRASH:

Occupants agree to properly use Association garbage dumpster and to assist in keeping the area clean. Do not place hot ashes or coals in the dumpster. Items too large or heavy (appliances, furniture, etc.) or that pose an environmental disposal problem (tires, batteries, paint, etc.) are to be taken directly to a proper disposal site (dump, recycling, or salvage center) by the occupant and NOT left in or by the dumpsters. Lids on dumpsters are to be kept closed at all times. All cartons and boxes must be broken down and folded flat before depositing into dumpsters.

Trash is NOT to accumulate or be stored outside the door of any Townhome, in any walkway or yard area, in any enclosed outdoor area of the grounds of the Association, including private patio areas. Please use the designated trash receptacle, and assist in keeping the area clean and sanitary. Any additional charges assessed to the Association for extra trash removal will be charged to the offending party (owner).

PARKING LOTS:

Occupants agree to observe all rules and regulations for the parking lot. Parking is limited to two (2) vehicles per unit. Owner and Tenant parking spaces nearest each unit are reserved for the occupants. Guests are NOT to park in those areas set aside for occupants of adjacent units. Motorcycles are to be parked in parking spaces and not locked to railings, mailboxes or posts.

Only vehicles currently operative, licensed, insured and moved weekly may be parked on Association grounds. Vehicles that are not currently registered and insured or deemed abandoned will be posted and towed within 48 hours of posting, at the vehicle owner's expense.

No part of the Association, including private and public streets, drives or parking areas shall be used as a parking, storage, display or accommodation area for any type of house trailer, camping trailer, boat trailer, livestock trailer, hauling trailer, running gear, boat or accessories thereto, grader, tractor, bus, or any truck over a 3/4 ton or recreational vehicle.

Changing of engine oil and/or transmission fluids, and major transmission and/or engine repair is not to be performed anywhere on association grounds, nor may vehicles be placed on jacks or blocks. Minor repairs to vehicles will be allowed ONLY if repairs can be accomplished within one day. Occupants are responsible for clean up. No parts are to be stored anywhere on Association grounds.

The occupant is responsible for snow removal outside of their unit to maintain a safe condition. Front steps shall be kept clean and free of litter. The Association provides the parking lot snow removal after three inches of snowfall.

VIOLATIONS/FINES/FEES:

Any substantiated complaint lodged to or affirmed by the Association Management or filed with the Rifle Police Department for damages or destruction to the Association grounds subsequently caused by occupant and/or guests, shall be cause for immediate legal action to recover any and all expenses, including legal fees incurred by the Association as a result of such damage or destruction.

The Association Manager for the first violation of the Rules and Regulations will issue one warning. The second violation issued by the Association will result in a \$50.00 fine per incident, and any subsequent violation will result in a \$100.00 fine and a \$150.00 fine for the third violation. Copies of all violation warnings will be provided to the Owner/Agent.

All fines issued by the Association shall be due and payable to the Association by the Owner/Agent, within ten (10) days. Owner/Agent shall have the right to be reimbursed by the Tenant(s) for any fines paid to the Association by the Owner/Agent on the Tenant's behalf. Any unpaid balance due the Association will be subject to a 1.5% interest charge.

A \$100.00 documentation fee will be assessed to the owner upon any transfer of property. Copies of any documents requested by an owner will be assessed a charge of \$00.50 per page.

MAINTENANCE:

The Association will arrange for the following maintenance items to assure the safety of all occupants and the protection of the building: The Association will bill each owner for the costs incurred.

Swamp cooler spring start-up and winterization.

Notification will be sent to owners specifying the month the work will be performed. If an owner prefers not to have their cooler prepared for spring start-up the owner is required to submit in writing to the Association Manager, by a designated date, a signed affidavit stating they will not operate the swamp cooler for that year. If not received by the designated date spring start-up and winterization will be performed and the owner billed. Each owner must provide access to their unit on the specified date or they will be charged additional fees for service performed at a different time.

Chimney cleaning/inspection of those units with a wood burning stove/fireplace.

Owners are responsible for annual cleaning/inspection of wood burning stove/fireplace. Each owner will provide proof of inspection/cleaning by a professional chimney sweep in the form of a receipt by September 30th of each year to the Association Manager. If not provided by said date the Association will schedule the inspection/cleaning to be performed and the owner will be billed.

INSURANCE:

Each individual owner/member of Mahogany Vista Homeowners Association, Inc. shall obtain their individual homeowners unit insurance policy in the minimum amount of \$10,000.00 (to be evaluated annually). The homeowner's insurance policy of each individual owner/member of Mahogany Vista Homeowners Association, Inc. shall be the PRIMARY COVERAGE and the Association Umbrella Policy shall be the SECONDARY COVERAGE with said owner being responsible for the \$1,000.00 deductible, per incident.

ASSESSMENTS/DUES:

Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of fifteen (15%) percent per annum. All monthly dues are due and payable on the first (1st) day of each month and considered delinquent on the tenth (10th). If not paid by the tenth (10th) a \$25.00

late fee will be assessed. Any account past due by **60 days** will be assessed a late fee of **\$60.00** each month.

The foregoing addendum of the Rules and Regulations, in its entirety, is agreed to and accepted by:

Tenant/Owner	Unit #	Phone #	Date
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Tenant/Owner	Unit #	Phone #	Date
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Owner/Agent (Landlord)	Unit #	Phone #	Date
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Please mail a signed copy of this entire addendum to:

Mahogany Vista HOA
1973 County Road 210
Rifle, CO 81650

A NON-REFUNDABLE \$100.00 PET FEE (IF APPLICABLE), PAYABLE TO MAHOGANY VISTA HOA IS ENCLOSED.

Vehicle make/model: _____ Color: _____ Plate#: _____

Vehicle make/model: _____ Color: _____ Plate#: _____

Occupant names: _____

Emergency contact: _____ Phone#: _____

Owner email for notices, information and updates: _____

Tenant email for notices, information and updates: _____