

CIMA VISTA CONDOMINIUM OWNERS ASSOCIATION RULES AND REGULATIONS

May 15, 2020

(Signs and Flags Amended May, 2022)

1. GENERAL PROVISIONS

- 1.1 The use of the Common Elements is available to all members, their family members, and guests, subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, Policies and Procedures, Rules and Regulations, Articles of Incorporation and Bylaws (hereinafter referred to as “Governing Documents”).
- 1.2 No illegal activity may be conducted upon or within any part of the Association’s Common Elements.

2. CONDOMINIUM ASSOCIATION MANAGEMENT

- 2.1 The services of a management firm have been contracted to handle the day-to-day enforcement of the Governing Documents. The management firm is authorized to take those actions necessary to ensure compliance of all residents with the standards of the Association.

3. LEASING OF CONDOMINIUM

- 3.1 Leasing which is authorized pursuant to Section 7.1 of the Declaration shall be governed by the following provisions:
- 3.1.1 General Regulations:
- a. All leases shall be in writing.
 - b. Within 10 days after executing a lease agreement, the Owner shall provide the Board with the Z&R contact point request form to show the name of the lessee(s) and all other people occupying the Unit and their emergency contact information.
 - c. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations.
- 3.1.2 Language Required to be in the Lease: Each Owner agrees that any lease of a Unit shall contain the following language, and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this rule; and the lessee, by occupancy of the Lot, agrees to the applicability of this rule and incorporation of the following language into the lease:
- Compliance with Declaration, Bylaws and Rules and Regulations. The lessee shall comply with all provisions of the Governing Documents adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Unit to comply with the Governing Documents adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee. The fine may be assessed against the Owner after the Owner has been provided notice and an opportunity for hearing. Unpaid fines shall constitute a lien against the Unit.*
- 3.1.3 Use of Common Elements: The Owner transfers and assigns to the lessee, for the term of the lease, all rights, and privileges that the Owner must cause the Common Elements.

3.1.4 Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

4. ARCHITECTURAL CONTROL

4.1 Owners must get prior written approval from the Architectural Committee for improvements and/or alterations.

- Owners must use Attachment 1 (Architectural Improvement Form) to apply and gain approval for ANY exterior changes:
 - Application is signed, initialed, and submitted to the managing agent.
 - Managing agent submits the completed application to the Board/AC Committee.
 - Once the Board/AC Committee has received all requested and relevant information, it has thirty (30) days to respond to the managing agent who will then respond to the owner.
 - Changes submitted by vendors and/or tenants without the initials and signature of the owner will not be considered.
- Attachment 1 must also be used for any substantial repair/replacement to the exterior of units.

4.2 Each owner will be responsible for any damage to a building resulting from any attachments or installations to the outside of their unit and shall be responsible for repairing the building to its original condition upon removal of the attachment or installation if the damage is caused.

4.3 Each owner is responsible for painting doors and trims of their unit. However, the Architectural Control Committee and/or Board of Directors must approve of a submitted application form signed by the owner of the unit specifying the paint to be used.

- Paint used must be as **specified in Attachment "A"**.
- Doors and trims of doors must be painted at the same time.

4.4 Each owner is responsible for the repair and maintenance of each unit's wood deck/s and porch/es (limited common elements per Covenant Map, Exhibit E):

- Stain to be used for the wood decks shall be **specified in Attachment "A"**.

4.5 During periods of building maintenance (painting, re-roofing, etc.), it may be necessary to remove attached and installed items. If upon notice that such items need to be removed and action is not taken by the owner, a notice and hearing will be held and the cost of removal and reattachment will be assessed to the owner by the Board. The Board will not be liable for any damages to items removed.

4.6 Except for repairs (using identical material previously approved) to the exterior of a unit caused by a resident, Owners shall not make any exterior repairs or changes to paint, stucco, roof and/or gutters.

5. DRIVEWAYS AND PARKING AREAS

5.1 Roads within the community are private streets; traffic shall not exceed a speed limit of 15 mph.

5.2 Outdoor parking of vehicles is allowed only in designated parking areas and driveways only and cannot encroach on the asphalt or on the sidewalk. Cars parked in the street will be towed without warning at the owner's expense as all streets are designated Fire Lanes.

- 5.3 Boats, trailers and commercial vehicles may be in designated parking for limited periods of time for the purpose of loading or unloading or the use of equipment is operating from such vehicle (commercial carpet cleaner, for example) for periods not to exceed eight (8) hours. Someone is to be available to immediately move the vehicle, if necessary. Vehicles requiring more than one parking space are not to be parked in the community overnight.
- 5.4 Vehicles parked in the community in violation of the Declaration of Covenants or these Rules and Regulations shall be subject to immediate removal at the owner's expense.
- 5.5 All vehicles associated with a condominium and parked within the community must have current year State registration and license plates.
- 5.6 No resident will perform mechanical or service work on vehicles in the community except as can be done within the enclosed garage of the condominium, screening the sight, sounds, and odors of such repairs. Such activity will be confined to repairs and service of the residents' vehicles only.

6. PETS-Refer to Covenants for more information

- 6.1 Pets shall always be restrained on a leash when allowed outside of the unit and shall always be accompanied by the pet owner or a responsible individual capable of controlling the pet.
- 6.2 Pets are not permitted to run unattended in the Common Elements, nor may they be tied up in the Common Elements.
- 6.3 Pet owners must immediately clean up after their pet. Pet owners should carry items appropriate for such cleanup (plastic bag, scoop, spray type water bottle). Pets should be taken to a different location each time.
- 6.4 Owners may keep up to two total bona fine household pets (defined as domestic, non-aggressive breeds of dogs, cats, birds or fish that do not exceed 30 pounds each and which are not kept for commercial purposes.
- a. Registration and Fees. All dogs, or other pets that leave the Unit and use the Common Elements, must be registered with the Association.
 - b. Annual Registration: Pets must be registered annually, on or before June 1st of each year. An annual non-prorated registration fee of \$50 per year/ per dog (or other Pet that leaves the Unit) must be paid to the Association at the time of registration, but at no time later than June 1st of each registration year. The registration fee will be used to assist with specific Pet related costs, such as waste stations, supplies for waste stations, and other Pet related costs.
 - c. Registration Form: To register your Pet please contact the Association's management office for a Pet registration form. The same may also be found on the Association's website. A recent color photo of the pet must accompany each registration form (hard copy or digital).
 - d. Failure to Register. If an Owner fails to register his/her Pet(s) as required, the Association may assess a \$50 late registration fee as well as impose fines, after notice and opportunity for a hearing, pursuant to the fine schedule set forth in the Association's Enforcement Policy.

- 6.5 Any pet that is determined to be, in the sole opinion of the Board, an unreasonable nuisance to the community due to either noise or odor shall be subject to removal from the community.
- 6.6 Pet owners are responsible for any damage that is caused by their pet(s), the repairs for which shall be made by the Association.
- 6.7 Balconies areas shall not be used as animal control areas.
- 6.8 Before moving pet into Cima Vista HOA Unit, owners of the unit and the owner of the Pet MUST complete the PET REGISTRATION FORM (Attachment 2) and submit it to the HOA's managing agent for approval. Approval must be received before the pet is moved into the unit.

7. BALCONIES AND PORCHES

- 7.1 Balconies and porches may not be used as storage areas, nor in any way distract from the appearance of the building. Any storage box or container shall be out of sight of other residents and shall have a color compatible with the exterior of the building (light earth tone).
- 7.2 Residents shall not dry or air clothes on the balconies/porches unless such clothes are hung on a retractable clothesline and removed when dry.
- 7.3 No blinds shades or screens shall be attached to, hung on or used in conjunction with any balcony, window, or door of the exterior of a unit without the prior written approval of the Board of Directors.
- 7.4 All residents shall use care in securing items or fixtures kept on balconies areas to ensure items are not blown from the balconies.

8. TRASH COLLECTION AND REMOVAL

- 8.1 The Association has contracted with a waste removal company for the servicing of all condominiums in the community. The expense for this service is included in the monthly dues.
- 8.2 All refuse must be placed in a covered tote (provided by the trash company). All totes shall be stored inside the garage, except for the 24 hours beginning at 6:00 P.M. on the evening before pickup.
- 8.3 All additional refuse that does not fit into the provided containers shall be the sole responsibility of the owner for removal and shall not be charged to the Association (i.e., furniture, appliances, carpet, etc.). All additional refuse must be stored in the garage or inside the house until 6:00 P.M. on the evening for pickup.

9. GROUNDS, SIDEWALKS AND COMMON AREAS

- 9.1 Sidewalks and entrances must not be obstructed.
- 9.2 No owner or occupant shall plant flowers, plants, gardens or shrubbery outside their individual porch or entry.
- 9.3 Vehicular traffic and parking across the lawns and landscaped areas is prohibited. The expense to repair areas due to repeated foot traffic or vehicle use shall be assessed to the owner/resident causing said damage.

9.4 Because of the risk to underground tubes and wires, sharp objects are not to be inserted into any landscaped areas.

10. SNOW REMOVAL

10.1 The Association shall contract with a grounds maintenance service to provide snow removal within the community, as follows:

- a. Owners shall be responsible for managing, with reasonable care, the sidewalk and sidewalk entrance adjacent to their condominium when the accumulation is less than 4 inches. Front porches are the responsibility of the owner.
- b. Within a reasonable time, the maintenance service shall clear a pathway on all sidewalks and driveways when there is a total accumulation of more than 4 inches; complete clearing of sidewalks and entryways shall be completed within 24 hours of the end of the storm. However, if your vehicle is parked in the driveway, snow will not be removed.
- c. Streets within the community shall be plowed at the end of storms according to a size to be determined by the Board. Snow removal shall be completed to the best of the ability of the subcontractor subject to the interference of vehicles parked within the complex.
- d. Stockpiling of snow may be necessary when a high volume of snow is received. The contractor shall endeavor to keep as many parking spaces available as possible recognizing that locations for stockpiling are limited due to landscaping and other amenities within the common areas.

11. SIGNAGE AND FLAGS – Replaced By Policy on Signs and Flags from May, 2022.

12. COMMUNITY SAFETY

12.1 No motorized vehicles are to be left unattended with the motor running.

12.2 Only gas or electric grills shall be permitted in the Community. No grilling shall be permitted within 10 feet of any structure.

12.3 No sports equipment, including but not limited to goals, basketball hoops, etc. may be kept on the streets of Cima Vista HOA.

13. INDOOR PIPES

13.1 During periods of extreme cold, it is the responsibility of each owner/resident to maintain a temperature within their unit sufficient to prevent interior pipes from freezing. If the thermostat is set too low, there is a risk of water pipes freezing and causing damage to the condominium and adjacent condominium. If such damage occurs, the owner, not the Association shall be liable.

14. INSURANCE CLAIMS PROCEDURE - To file an insurance claim through the HOA, homeowners must follow the following procedures:

14.1. Homeowner notifies the Association's managing agent of damage as quickly as possible in writing, preferably via email. All claims covered, or potentially covered, under the Association's insurance policy must be submitted to the Association's managing agent first. Homeowner should also notify their personal Homeowners Insurance carrier.

14.2. Homeowner should take steps to protect their property and/or prevent further damage. Keep the initial mitigation bills for the adjuster.

14.3. If applicable, the Homeowner is responsible for the Association's deductible per the Declaration of Covenants. This amount is communicated to the Homeowner by the managing agent.

15. MISCELLANEOUS

- 15.1 Residents shall not create any situation wherein their action or conduct, as determined by the Board, represents an unreasonable nuisance or disturbance to other residents. This includes, but is not limited to noise, late night parties, offensive odors, etc. "Quiet Time" shall be between 10:00 P.M. and 7:00 AM. each day.
- 15.2 Other than the rental of a unit (with a lease of a minimum of 30 days) for residential purposes, no condominium shall be used for any business, manufacturing or commercial purpose. If prior written approval of the Board is obtained, an owner may use a designated portion of a unit as a home business office, which approval may thereafter be withdrawn or terminated by the Board at any time. This rule is not intended to prohibit those business activities in which an individual has an office in their home, but is intended at prohibiting activities which draw the general public to the community.
- 15.3 Wind chimes and bird feeders placed on the exterior of the condominiums are prohibited.
- 15.4 All porch/balcony lights shall be maintained by the owner.
- 15.5 No porch or balcony area shall be enclosed by means of screening or otherwise.
- 15.6 Window air conditioners and fans which protrude past the screen area of the window of a condominium are prohibited.
- 15.7 No visible form of antenna, aerial, pole or wire for the purpose of receiving or transmitting a signal shall be erected on the exterior of any General Common Elements, i.e. roofs or siding. Dishes that are not in use may be removed by the Association after a reasonable attempt has been made to determine their status.
- 15.8 Approved storm/screen doors may be attached to outside doors. Anderson 2000 or 3000 series, Sandstone with clear glass, traditional hardware with nickel finish are preapproved. Anything else must be submitted to the Architectural Control Committee for approval prior to installation.
- 15.9 Window well covers for uncovered windows are the responsibility of the owner and must be approved by the Architectural Control Committee.
- 15.6 Seasonal wreaths may be displayed within a door overhang but must be changed as the seasons change. All holiday wreaths must be taken down no later than 30 days after the holiday has passed. Holiday lights can be displayed after Thanksgiving until January 15th

Effectiveness: Notice of other compliance with these Rules and Regulations shall not invalidate the proceedings or any fine or sanction imposed. These Rules and Regulations shall be liberally construed to accomplish prompt, effective enforcement of the Association's Governing Documents.

EFFECTIVE DATE: May 15, 2022

Joanna Harmon

Joanna Harmon (May 12, 2022 09:09 MDT)

Joanna Harmon, President

Kendall Crouch

Kendall Crouch (May 12, 2022 11:00 MDT)

Kendall Crouch, Secretary

CIMA VISTA CONDIMUNIUM HOMEOWNER ASOCIATION
Attachment 1
ARCHITECTURAL IMPROVEMENT APPLICATION

NOTE: The HOA has 30 days to act on any request, please plan accordingly

TO: Architectural Control Committee (ACC)
c/o Z&R Property Management
6015 Lehman Drive, Suite 205
Colorado Springs, CO 80918
Office@zandrmgmt.com

Owner/s Printed Name: _____

Address of proposed improvement: _____

E-mail Address (Note: failure to provide an e-mail address may delay your Approval): _____

Phone Number(s): _____

Detailed description of work to be performed including dimensions, materials, colors etc. **One request per form.** Please include paint chip samples if relevant:

Statements of understanding (PLEASE INITIAL ALL):

_____ I understand I am solely liable for compliance with all applicable laws, ordinances, codes, permit requirements and safety requirements pertaining to the requested improvement.

_____ I agree to hold the HOA, its board and all assignees harmless in case of civil or criminal legal proceedings as a result of the requested improvement

_____ I understand if this is a paint request that trim AND doors related to trim must be painted at the same time using the paint and color specified in **Attachment "A"**.

_____ I have attached all supporting materials including dimensions, materials, colors, drawings, photos etc.

_____ I have completed one form per item requested, I understand any forms with more than one request will be returned

Homeowner Signature: _____ (Contractor or other than owner will not be accepted) Date of Owner's Signature: _____

-----DO NOT WRITE BELOW THIS LINE-----

For Architectural Control Committee Use Only: _____ APPROVED _____ DISAPPROVED

Comments: _____

ACC/Manager's Signature: _____ Date: _____



CIMA VISTA

Condominium Homeowner Association

c/o Z&R Property Management, 6015 Lehman Dr. #205, Colorado Springs, CO 80918
(719) 594-0506 / FAX (719) 594-0473 / Darren@zandrmgmt.com

ATTACHMENT 2 PET REGISTRATION FORM

ADDRESS OF CIMA VISTA UNIT: _____

OWNER/PROPERTY MANAGER OF UNIT: _____

NAME OF PET OWNER: _____

PHONE NUMBER OF PET OWNER: _____

EMAIL ADDRESS OF PET OWNER: _____

TYPE OF PET (circle one): DOG CAT BREED & COLOR of PET: _____

CONFIRM A RECENT COLOR PHOTO OF PET ATTACHED BY CHECKING BOX.

CONFIRM A CHECK FOR \$50, PAYABLE TO CIMA VISTA CONDOS, INCLUDED

MAXIMUM EXPECTED WEIGHT OF PET: _____ (if pet exceeds 30 pounds it may not reside in Cima Vista COA)

Statement of Understanding (initial each):

- _____ I understand/agree that my pet is **not allowed outside without a leash.**
- _____ I understand/agree that I may not use my balcony as a place to keep my pet.
- _____ I understand/agree that I may not tie my pet up outside my unit (including balcony).
- _____ I understand/agree that I must accompany my pet, if outside at any time.
- _____ I understand/agree that I must pick up any excrement my pet leaves outside immediately.
- _____ I understand/agree that if the Board of Directors of Cima Vista HOA determines my pet causes a nuisance by complaints received and/or noise and/or by not being picked up after by me, I will be asked to not keep the pet at Cima Vista.
- _____ I have read, understand and agree to the excerpt from the Covenants below regarding restrictions of pets. Governing documents are available at the Association's website.

“...Owners may keep, if permitted by Rules and Regulations of the Board, **up to two total bona fide household pets (defined as other types of dogs, cats, birds or fish that do not exceed 30 pounds)**, which are not kept for commercial purposes, **do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of adjacent units**, and are kept in compliance with all applicable local ordinances and any Rules and Regulations of the Board...”

Tenant's Signature: _____ Date: _____

Unit Owner's/Property Manager's Signature _____ Date: _____

Attachment 3

DATE: _____

New Gate Code: _____

Cima Vista HOA Gate Access Form

Please complete this Form in its entirety to ensure that you are properly set up in our system.

Unit# & Street Address:

Residents Name(s):

All references on the gate directory will be by unit numbers rather than names for security/confidentiality purposes. Streets will be abbreviated as CVP, BVP, OVP or PVP.

Are you a renter: Y or N

Contact Info: Cell: _____ Home/Land line: _____

Email Address: _____

Phone number (*land or cell can be used*) that you wish to use for Gate Directory:

***There will be a directory code number (located beside your unit number at the gate directory).

Visitors are to punch in the button next to your unit number to dial the phone number you provided for the Directory. Your phone line will ring. Punch 9 on your phone to allow access***

If you feel you need a remote transmitter, the fee is \$35.00.

Please indicate if you are interested in a remote transmitter. Yes or No How many? _____

Cima Vista Condominium Owners Association

6015 Lehman Drive, Suite 205

Colorado Springs, CO 80918

Phone: 719-594-0506

Fax: 719-594-0473

<https://cimavistacoa.com>