

VISTAS AT TIARA RADO HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

PETS The following modifies the applicable section of the CC&Rs [Art 3, Sec 3.3.2]. No animals shall be allowed other than domestic pets. Not more than two (2) pets in cumulative total shall be kept in any Unit or any associated Limited Common Element and only then if they are kept solely as household pets for private use and not for commercial purposes. No more than 1 of these pets may be a dog (2 dogs may be allowed with the prior approval of the Association if both dogs are <25 lbs each), and any dogs must be less than 100 pounds when fully grown. No such animal may be kept with is a nuisance or annoyance to other Owners. Household pets shall be contained in their Owner's Unit or on a leash and not permitted to run loose. At the request of any Owner, the Board shall determine whether a particular animal shall be considered a household pet, a nuisance, or whether the number of any such animals in any Unit is in compliance. Habitually barking and vicious dogs are prohibited, at the sole discretion of the Association. No horses, livestock, pigs, pot belly pigs, or ferrets of any type shall be kept in any Unit or in any Common Element. Household pets shall be under the control of their owners at all times and their Owners shall immediately clean all animal waste generated from the household pets.

GARAGE DOORS Residents must close their respective garage doors at night.

PARKING There are sufficient parking spaces within the development boundaries to provide adequate parking to all residents. Occupants may park in their garages, driveway, or designated parking areas west of Building 2 (the "overflow parking" or "OP" area). The OP parking areas shall be available on a first-come, first-serve basis, and will be shared with the adjacent development (the Fairways).

- No owner shall park more than one vehicle in the OP area and no vehicle may be left in the OP areas with being used for a period of more than 48 hours.
- Only approved motor vehicles may be parked in the OP area or in unit driveways. An approved motor vehicle is any conventional passenger vehicle, motorcycle, personal van or pickup truck. Unapproved vehicles include commercial vehicles, vehicles with signage, ladders or other tools and implements attached thereto and recreational vehicles, trailers, campers or boats. Taxicabs and commercial vehicles are permitted to park in the driveways and the OP area only if such vehicle is owned by the Unit Owner and is the sole vehicle of the Unit Owner.
- Visitors are similarly limited to the garages, driveways and OP area, except in the event that are attending a social function being hosted by a Unit Owner and sufficient parking does not exist to accommodate the guests. In such instances, provided that reasonable fire and transportation access (to all units) can be maintained, visitors may park on the curbs. Such exceptions should not occur more than once per month for any unit, and the Association may monitor and discontinue the right of any Unit Owners to benefit from this exception.
- No motor vehicle shall be parked in violation of any posted sign. No more than one vehicle shall be parked in any designated space, with the exception that two motorcycles may use a single space.
- No motor vehicle shall be parked on any area designated for pedestrian use.
- No motor vehicle shall be parked in a such a manner or area that obstructs the safe, free flow of vehicular traffic or obstructs the movement of other vehicles into and out of the common elements.
- Any vehicle parked in a fire lane is subject to immediate towing at the vehicle owner's expense.
- No vehicles shall be parked (even temporarily) in the east end of the fire turnaround (immediately north of building 5)
- No junk or derelict vehicle shall be parked on the Association property at any time. Any motor vehicle, trailer or semi-trailer that cannot be operated in its existing condition because the parts necessary of operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals, are removed, damaged or destroyed, or has a deteriorated body condition, shall be deemed to be a junk or derelict vehicle, regardless of the display of valid state license/registration or inspection sticker.
- No vehicle shall remain on the Condominium Property unless it has current registration tags and plates.
- Any vehicle the owner of which cannot be identified and/or located shall be deemed an abandoned vehicle.

- Except of minor emergency repairs, the repairing of vehicles, including the paining thereof, is not permitted at any time on the common elements. The intentional drainage of an motor vehicle fluids is prohibited.
- No individual may erect signs or place initials, numbers or storage containers or make any other additions or alterations to any parking spaces without the prior written consent of the Association.
- Parking spaces are designated only for parking of approved motor vehicles. No other items or articles of any kind may be stored in the OP area.
- The Association has the sole authority to promulgate, adopt and amend these parking rules.
- Owners of units whose residents and/or guests violate this policy shall be held liable for any damages to the community caused directly or indirectly by the violation to include the cost of enforcement which shall also cover legal costs.

The Association has adopted this policy as a convenience to owners and tenants. It does not assume the role of parking monitor or enforcer. If a parking situation occurs, the parties concerned are encouraged to address the issue on their own in neighborly fashion before towing or involving the Association.

Driveway Every Owner is responsible for the deterioration and maintenance of the driveway that is designated for their private use. As referred to Article 2; Section 2.3 Limited Common Elements. As well as Article 3; Section 3.2 - 3.2.1 The Owners, at their sole expense, shall keep, maintain and repair all portions of their Units and the Limited Common Elements allocated to their Units in a neat, clean, attractive and well-maintained condition, free from the accumulation of trash, or debris or visual deterioration. If a limited Common Element is allocated to more than one Unit, the obligations set forth in this subparagraph shall be the joint responsibility of the Owners of all the Units to which the Limited Common Element is allocated. In the event the Owners fail to keep, maintain or repair their Units or allocated Limited Common Elements in accordance herewith, the Association shall conduct such maintenance, repairs or restoration and assess the cost thereof to the Owner(s) on whose Unit the maintenance or repairs were conducted as a reimbursement assessment pursuant to Section 5.4 hereof. Maintenance will be required upon 60 % deterioration has affected the private driveway. Or a crack that causes slabs to shift horizontally or vertically.

BUILDING RESTRICTIONS The following modifies the applicable section of the CC&Rs [Art 3, Sec 3.1.2]. In general, a Unit Owner shall not change, modify, paint, decorate, alter or in any way make any change to the exterior wall, surface, roof, entry, landscaping, paving, trees, shrubbery or other Improvements without the express and prior approval of the Association. This restriction shall further apply to the placement of "decorative" or other personal objects, (plants, sculptures, lawn ornaments, decorations, art work, flags or any items that are not placed under the direction of the Association) on any General or Limited Common Elements without the prior and express consent of the Association. Should a Unit Owner obtain such consent, the following Conditions and Guidelines shall apply:

- Conditions and Guidelines for Unit Owner Decoration
 1. All Plantings, except annuals, require the advance approval of the Association.
 2. All planting are subject to review by the Association upon complaint of any Unit Owner. The Association has the right to require an owner to remove plantings at any time upon written notification to that effect and the Unit Owner shall be responsible for restoring the landscaping to its original condition.
 3. The Unit Owner shall be responsible for maintaining his/her own plantings, including but not limited to flower beds, at all times. If said plantings are not maintained in a timely fashion, the Association has the right to have work done at the expense of the Unit Owner.
 4. Trees and shrubs, once planted by the Unit Owner, become the property of the Association; therefore, they may not be moved or removed without written consent of the Association. However, the Unit Owner shall be responsible for either replacing dead plantings or restoring the landscaping to its original condition.
 5. No change in the grade of any portion of the landscaping, including but not limited to lawns and flowerbeds, may be made without prior consent of the Association.

This restriction shall exclude certain Limited Common Elements including the back decks, rooftop balconies and front landings. Notwithstanding this exclusion however, decks and balconies shall not be used for the storage of personal property of any kind. Furthermore, nothing shall be placed on or in windows or doors or otherwise on the exterior of the Units, including signs of any type or nature, which create an unsightly appearance. Sporting equipment (e.g. skis, snowboards, fitness equipment, bikes, kayaks, etc.) and children's toys must be stored completely inside garages, Units, or other designated storage areas as approved by the

Association. Such items shall not be allowed to remain outside except when they are in actual use. No clothing shall be permitted to remain on any of the Limited or General Common Elements, (e.g. drying towels, dirty clothes) at any time.

The Association may elect at any time to designate a subcommittee for the consideration of Unit Owner proposals concerning decoration of the Limited and General Common Elements.

SIGNS AND ADVERTISING No sign, poster, billboard or advertising device of any kind shall be allowed or displayed anywhere within the Condominium Property without the prior written approval of the Association. Exceptions will be permitted for units which are being actively marketed for sale or rental, provided that a single sign (less than 800 square inches) is utilized at the entrance to the affected unit.

Display of political signs is allowed in accordance with Colorado Law but the Association maintains the right to limit the display of such signs to one per unit and they may be displayed no earlier than 45 days before and 7 days after the election.

HOLIDAY DECORATIONS

- Holiday decorations
 1. For safety concerns, holiday decorations may not obscure unit address.
 2. One wreath or decoration is permitted on or near the front door. (do not screw or glue anything to the unit door.) A wreath or decoration may also be fastened to the wood trim but not to the siding. One wreath and/or bow is allowed on each garage and porch or entryway fixture.
 3. Holiday figures allowed on the front porch.
 4. Inflatable figures and decorations are not allowed.
- Exterior Lighting
 1. Unit owners may decorate with non-blinking lights only. The Association retains the right to require that any lighting deemed hazardous be removed.
 2. Colored lights shall not be used at any time in the garage or porch or entry way fixtures.
- Interior Lighting
 1. Non-blinking lights may be used around the interior of windows.
 2. Non-lighted decorations are permitted on the interior of windows.
 3. Burning candles are not allowed under any circumstances.

NOTE: All holiday decorations must be removed within three weeks of the holiday.

ADDITIONAL OCCUPANTS The number of occupants of any leased unit shall not exceed the number of bedrooms plus one (i.e. a 3-bedroom unit may not be occupied on a full-time basis by more than 4 individuals)