

**Vistas at Tiara Rado HOA  
Meeting of Association Members  
July 8, 2013**

**Members Present:**

- Phil Jones (401)
- Barb Marthe (402)
- Laura Horan and Mike Cox (501)
- Deb and Lee Ward (502)
- Curt Hatch (representing the HOA)

The meeting was called to order at 6pm

**Agenda Topics**

**Landscaping**

**Outcomes:**

- Currier Landscaping has been commissioned to perform all landscape maintenance for the balance of 2013 for \$240 per month (excluding snow removal)
- Curt will meet with Juan (landscape installer) to discuss: a) addition of 2-3 trees; b) poor performance of the native grass; c) gaps in irrigation; d) quotes for fence line behind 4 and 5; e) adding river rock behind 4; and f) cost of adding some boulders and ground cover behind 4 and 5.
- The Members voted to install the new fence (paid for by Developer) as close to the cart path as reasonable.

**Window cleaning**

**Outcomes:**

- Using the vendor provided by Barb (Dan – 210-2878); the complex will obtain a bid for 2X per year window cleaning (inside and out)

**Window coverings**

**Outcomes:**

- Mike will explore the pricing of plexiglass (or film products) and Curt will obtain pricing on shades to cover the windows in 402 (sliding glass door plus 3 center windows)

**HOA Rules and Regulations**

**Outcomes:**

- The group reached consensus on several key regulations. The following represent first drafts of these new regulations as drafted by Curt Hatch (subject to Membership approval)

## **PETS**

***Modify section 3.3.2 of the existing Condo Decs as follows:***

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 which 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.

## **PENALTIES FOR VIOLATION OF CONDO DECS/RULES & REGULATIONS**

***It was proposed that we incorporate language concerning financial penalties (using the Sunland Springs sample documents). This language will replace the Sanctions section of Covenant and Rules Enforcement in the Rules and Regulations.***

### **SECTION X – Violation Penalty Schedule**

Monetary and Voting penalties for violations of the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association shall be imposed by the Board according to the following procedures:

#### **X.1 First Notice**

Written notice will be sent to the homeowner at the mailing address as it appears on the records of the Association at the time of notice. The FIRST NOTICE shall be a reminder letter and shall give the owner 14 days to comply. The notice shall include:

- 1) The nature and date of the violation.
- 2) A notice that the action is a violation of the Association Declaration or Rules and Regulations.
- 3) The date by which the violation must be remedied.

#### **X.2 Second Notice**

If the violation is not corrected within the time period specified in the first Notice, a second notice will be sent. The SECOND NOTICE shall be a violation letter with no fine imposed and shall again give the owner 14 days to comply. The second notice shall include:

- 1) The nature and date of the violation and the date of first notice to owner.

- 2) The fact that a monetary penalty will be imposed for failure to correct the violation or for repeated violations of the same rule as determined by the Board.
- 3) The date by which remedial action is to be completed.

### **X.3 Third Notice**

If the violation is not corrected within the date specified in the Second Notice or if the same violation reoccurs within a six (6) month period of the previously written notice, a THIRD NOTICE will be sent. The third notice shall include:

- 1) The nature and date of the violation and the dates of the first and second notices to owner.
- 2) The fact that a **monetary penalty** will be imposed at the next Board Meeting if not appealed. The amount of the monetary penalty to be assessed will be given.
- 3) The manner in which the owner will be provided with an opportunity to be heard with respect to the violation and/or the monetary penalty.

### **X.4 Appeal Procedures**

The owner will be provided an opportunity to appeal the violation and the fine as follows:

Within fifteen (15) calendar days following the date of the Third Notice, the owner may appeal the monetary penalty in writing to the Board and may also appear in person before the Board at the Board Meeting following the expiration of the Third Notice deadline:

- 1) Appeal shall demonstrate extenuating circumstances, which require deviation from the Association document cited in the violation notice.
- 2) Appeal shall include all pertinent backup information to support the existence of the extenuating circumstances.
  - A fine of \$25.00 will be assessed for an uncorrected violation of the same Article of the Declaration, Bylaws, or Rules and Regulations of the Association.
  - Subsequent violations of the same rule occurring within a six (6) month period, will be assessed a \$50.00 fine for the second violation, and \$75 for subsequent violations.
  - The period for corrective action will in all cases be fourteen (14) days.
  - If at any time the Board determines that the homeowner has no intention of complying with the rules, then the Board may exercise the option to pursue corrective action through further fines and legal means.

### **GARAGE DOORS**

A rule prohibiting occupants from leaving garage doors open overnight shall be added to the Rules and Regulations

### **PARKING**

The group endorsed the adoption of a rule limiting parking on the street (other than for S-T social functions). While the draft Rules and Regulations contain a policy, this section will be removed and replaced with the following:

There are sufficient parking spaces within the development boundaries to provide adequate parking to all residents. Occupants may park in their garages, driveways, or designated parking areas west of Building 2 (the “overflow parking” or “OP” area). The OP parking area 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 area without 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 OP area only if such vehicle is owned by a 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 they 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 rights of any Unit Owner 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 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 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 for 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 for minor emergency repairs, the repairing of vehicles, including the painting thereof, is not permitted at any time on the common elements. The intentional drainage of any 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.

### **EXTERIOR PERSONAL EFFECTS**

The following is being proposed as an amendment to the Condo Decs to address exterior decoration by Unit Owners

#### **Modified Language for Article 3 (replaces existing language where applicable)**

**3.1.2** In general, a Unit Owner shall not change, modify, paint, decorate, alter or in any way make any change to any 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:

##### **A. Conditions and Guidelines for Unit Owner Decoration**

1. All plantings, except annuals, require the advance approval of the Association.
2. All plantings 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**

The following language is being proposed for the Policies and Procedures (added at the end) to address group concerns about signage:

No sign, poster, billboard or advertising device of any kind – including all manner of political signs and banners – 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.

### **HOLIDAY DECORATIONS**

The following language is being proposed for the Policies and Procedures (added at the end) to address group concerns about holiday decorations:

#### **Holiday Decorations**

- For safety concerns, holiday decorations may not obscure unit address.
- 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.
- Holiday figures are allowed on the front porch.
- Inflatable figures and decorations are not allowed.

#### **Exterior Lighting**

Unit Owners may decorate with non-blinking lights only. The Association retains the right to require that any lighting deemed hazardous be removed.

Colored lights shall not be used at any time in the garage or porch or entry way fixtures.

#### **Interior Lighting**

Non-blinking lights may be used around the interior of windows.

Non-lighted decorations are permitted on the interior of windows.

Burning candles are not allowed under any circumstances!

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

## **ADDITIONAL DECLARANT LANGUAGE**

Subsequent to the last meeting, the Declarant has determined that the following language will be added to Section 3.4 of the Condo Decs (as the penultimate sentence in that section):

**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)**