

Summit Meadows West HOA

Rules and Regulations

Section 8.06 Owner's Use. In addition to the duties stated elsewhere in this Declaration, each Owner shall have the duty and obligation to perform and comply with the following restrictions to preserve the overall value of the entire property:

(a) Use of Lots is restricted to high quality, single family detached residences with attached garages for not more than three (3) cars, subject to the terms and provisions hereof relating to Architectural Control. All residences shall have exterior materials of wood or other natural materials or shall be of other composition to simulate natural materials. Roofs shall be pitched and shingled or tiled. The designs of all foundations shall be engineered. No store, detached office or place of retail business of any kind and not hospital, sanitarium, or place for the care of treatment of the sick or disabled, physically or mentally, nor any theater, saloon or other place of entertainment, nor any church, club, fraternal association or other association normally or regularly involving the gathering of people in groups larger than the family will be erected or permitted upon the sites, and no business of any kind or character whatever shall be conducted thereon or in or from any building thereon, except for home occupations or businesses as may be allowed and permitted by the City of Grand Junction zoning regulations.

(b) Maintenance, upkeep and repairs of any residence or other improvements on each Lot shall be the sole responsibility of the individual Owner thereof. The exterior of the residences shall be maintained in good condition and repair, including, without limitation, shingles, tiles, paint and trim. Each owner must keep the exterior of his home in a clean, sanitary and aesthetically pleasing, free of trash accumulation. This is to include walls, roofs, windows, and driveways.

No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein (including painting) be made until the plans and specifications are approved by the Architectural Committee.

Variances may be granted upon written request of the Architectural Committee as herein Section 7.07.

No Owner shall plant or place any trees, bushes, shrubs or plants upon any Lot until the plans and specifications for the species and placement of any such plantings have been submitted to and approved in writing by the Architectural Committee provided for in Section 7.03.

Variances may be granted upon written request of the Architectural Committee as herein Section 7.07.

Each Lot must be reasonably consistent with the landscaping of the surrounding Lot Owners. Landscaping is to be kept in an attractive condition. Lawns must be mowed, weeds removed, and rock back in it's area on a regular basis. Leaves must be removed in the fall and not raked into the street after the City Fall Cleanup.

Garbage cans must be stored out of sight from the street, either inside the garage or behind a private fence. Garbage cans should only be out at the street during trash pickup day. Refuse piles or other unsightly objects or materials shall not be allowed to be placed on or to remain upon any Lot. All receptacles or other equipment for the storage of disposal of refuse materials shall be kept in a clean and sanitary condition.

No Lot or easement shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be disposed of in a sanitary manner.

(c) All utilities, fixtures and equipment installed within the perimeter of any Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the perimeter lot line, shall be maintained and kept in repair by the Owner thereof, except for maintenance and repair of common irrigation lines and equipment. An Owner shall do no act nor any work that will impair any easement or hereditament

nor allow any condition to exist which will adversely affect the other Lots and improvements of their Owners.

Sidewalks and driveways must not be obstructed. Snow must be removed from all sidewalks within 24 hours of a snowfall.

(d) No commercial type vehicles, unlicensed vehicles or trucks shall be parked on any Lot except while engaged in transport. For the purposes of this paragraph, a ¾ ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck.

Vehicle repairs shall be limited to minor tune-ups performed by an owner on his own vehicle. If the vehicle is inoperable for more than 72 hours it must be removed and worked on elsewhere. No junk or trash, including inoperable automobiles, will be allowed to accumulate and the same must be regularly removed.

All recreational vehicles (such as boats, RV's, campers, snowmobiles, trailers, and the like), utility trailers, large commercial vehicles, inoperable vehicles, unlicensed vehicles and unused vehicles, must be stored in the garage, behind a privacy fence or stored away from the subdivision.

Recreational vehicles, boats and trailers shall not be parked on the streets adjacent to each Lot for more than twelve (12) hours.

(e) No Lot Owner shall be allowed to park more than two (2) vehicles in the area between the front of his or her home and the street, except while engaged in transport or for infrequent periods not to exceed twelve (12) hours.

All parking spaces shall have a concrete surface.

(f) There will be only one detached residence per Lot to be used by one (1) family only. Residences shall have a minimum of 1,100 square feet of living space in the case of single level structures and a minimum of 1,400 square feet of living space in the case of bi-level structures.

(g) City of Grand Junction setback requirements or the following setback requirements, whichever are more restrictive, shall apply regarding residence and attached garage locations: (1) No residence shall be nearer than twenty (20) feet of the front property line; (2) No residence shall be nearer than twenty five (25) feet of the rear property line; and, (3) no residence shall be nearer than five (5) feet from each side of the property line. City of Grand Junction setback requirements or the following setback requirements, whichever are more restrictive, shall apply regarding accessory building locations: (1) No accessory building shall be nearer than twenty five (25) feet of the front property line; (2) No accessory building shall be nearer than ten (10) feet of the rear property line; and, (3) no accessory building shall be nearer than three (3) feet from each side of the property line.

(h) No elevated tanks of any kind (oil, gas, water, etc.) shall be constructed on any Lot.

(i) Clotheslines, equipment, garbage cans, service yards or storage areas shall be adequately screened by planting or construction. No structure, tower or antenna shall be erected, altered, placed or permitted on the site which exceeds the height of the peak of the roof of the residence constructed on the Lot. Placement, cable placement and color of satellite dishes shall be subject to prior approval of the Architectural Committee as provided for in Section 7.01 hereof, to the extent permissible under applicable federal, state and local laws. Rules and regulations. To the extent feasible, satellite dishes and antennas shall be placed in locations which are not visible from the street or streets bordering any lot on which placement occurs.

(j) There shall be no activity in or outside a home that would be an annoyance, nuisance or danger to any other resident. Excessive noise is not permitted at any time, but especially after 10 pm.

Excessive noise, including, but not limited to loud music, barking dogs, loud parties, honking horns,

televisions and loud conversations, is not permitted at any time. City noise ordinances will be enforced.

(k) No dangerous or wild animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept if they are not kept, bred, or maintained for commercial purposes. All pets shall be under the control of their owner, whether by containment on the Owner's property or on a leash. No pet shall be allowed to run at large, endanger, or harass persons, property or other animals, or constitute a nuisance or annoyance to other Lot Owners or occupants. The Board of Directors of the Association, when requested by any Owner, shall have the authority to determine whether or not the number of pets is unreasonable, or whether any animal or pet is a nuisance to any other Owner.

(l) No firearms, unlawful fireworks, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged.

(m) No advertising signs, billboards or unsightly objects shall be maintained or erected. "For Sale" signs may be posted no larger than those allowed by the then existing City of Grand Junction zoning restrictions. Nothing contained in this paragraph shall be construed to prohibit the temporary placement of political signs for reasonable periods before and after elections as otherwise permitted by applicable law.

(n) No fencing shall be placed on any Lot without approval of the Architectural Committee as provided for in Section 7.01 hereof, which approval may be withheld if such fencing is not in character and harmonious with the improvements existing on the other Lots and the Common Area in Summit Meadows West or if such fencing interferes with maintenance and upkeep of any grass areas or landscaping. No fencing shall be constructed with any materials or in any manner that may obstruct or impede the natural flow of surface or drainage water across any Lot or Common Area within Summit Meadows West.

No rear yard fencing may be erected or maintained in excess of (6) feet in height.

(o) In the event any Owner maintains and keeps his or her yard in a condition which violates any of the use restrictions herein above set forth, the Board of Directors of the HOA shall have the power to contract with an independent third party to remedy the use violation. Said right to remedy shall arise after seven (7) days written notice of the nature of the violation is given to the Owner of the Lot, and the Owner has failed to remedy the violation said 7-day period. The cost of correcting the violation shall be paid as a Special Assessment and is enforceable by the Association against the Owner of the Lot in violation, as provided in Article IV herein. This remedy shall be in addition to other remedies provided herein for enforcement of the provisions of this Declaration.

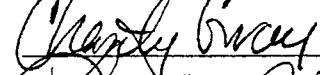
(P) No landscaping, fences, improvements or other objects in excess of 30 inches in height shall be placed in any Sight Distance Easements.



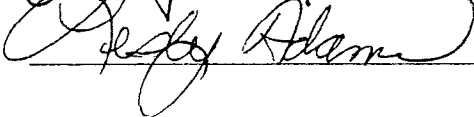
Date: May 7, 2014



Date: May 7, 2014



Date: May 8, 2014



Date: May 9, 2014