

PARKVIEW HEIGHTS HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

INTRODUCTION

These rules and regulations are designed to protect the common interests of each Owner and resident, and to collectively assure the rights of all owners and residents of Parkview Heights as taken in-part from the Declaration of Covenants.

7.1 Residential: The Lots are hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. No buildings or structures shall be moved from other locations onto the lots or Common Area; and no Common Area or Lot Improvements other than those originally planned or installed by Declarant shall be erected or constructed on the Common Area or upon any Lot unless approved by the Architectural Review Committee or its designated representative. No barn or other out-building shall be used or permitted to be kept or stored on any portion of a Lot, either temporarily or permanently, unless approved by the Architectural Review Committee. Any such buildings shall be located within the applicable setbacks and shall be constructed of the same materials and have the same exterior color as the Residence, and shall be subject to approval by the Architectural Review Committee.

7.2 Sales and Construction Facilities of Declarant: Notwithstanding any provision in Section 7.1, Declarant and Participating Builders, their agents, employees and contractors shall be permitted to maintain during the period of construction and sale of the Buildings in the Project upon such portion of the Property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction, sale or rental of Lots and Dwelling Units including, but not limited to, construction and storage areas, construction trailers, six (6) model homes and two (2) business and sales offices located in any Lots in the Project which shall not exceed twenty-five thousand (25,000) square feet of floor space, signs, construction trailers, parking areas not to exceed ten thousand (10,000) square feet of gross area, lighting, and temporary parking facilities for all employees of Declarant, provided, however, that the limit on Declarant's right to use the Property for sales purposes shall not limit its right to use the property for construction or development purposes; provided further that these rights shall terminate no later than twenty (20) years after the effective date of this Declaration, and provided further, that such use shall not interfere in any way with the right of ingress or egress to any privately owned Dwelling Unit and the use and enjoyment thereof as a private Residence, nor the rights of ingress or egress to the Common Areas and Improvements thereon, nor the use thereof for recreation or other proper purposes by the Owners and the Members, agents and Officers of the Association.

7.3 Compliance With Law: No improper or unlawful use shall be permitted or made of the Properties or any part thereof. All valid laws, ordinance, and regulations of all governmental bodies having jurisdiction over the Project shall be observed.

7.4 Rules and Regulations: Rules and Regulations may be adopted by the Board of Directors concerning and governing the use of the Common Area and Common Area Improvements, provided such Rules and Regulations shall be furnished to Owners prior to the time they are adopted and that Owners be notified as provided in the By-Laws of the Association that the Board of Directors will consider adoption of the Rules and Regulations so that Owners will have an opportunity to be heard or furnish input regarding the adoption and so that such Rules and Regulations shall be uniform and nondiscriminatory. After adoption, a copy of such Rules and Regulations shall be provided to all Owners. The Association may also adopt a fine system to impose monetary penalties for such infractions, or take judicial action against any Owner to enforce Compliance with such Rules, Regulations, or other obligations, including injunctive relief or to obtain damages for noncompliance, all to the extent permitted by law. The Board of Directors may adopt and publish a fine schedule which shall list fines which shall be imposed for violations of this Declaration, the Association By-Laws, Articles of Incorporation, and any Rules and Regulations.

7.5 No other Business: No other business activity of any kind shall be conducted in any Dwelling Unit or on the Project, except that permitted by the Association or otherwise provided herein.

7.6 Setbacks: No portion of any Dwelling Unit, garage, barn, or other building shall be located outside any applicable setback described in any plat or other document approved by the governing municipality for the Project.

7.7 Miscellaneous Use Restrictions:

7.7.1 Fences and Walls: No fences, hedges or walls shall be erected or maintained upon the Lots except such as are installed by Declarant or Participating Builder in accordance with the initial construction of the Buildings located thereon, unless approved by the Architectural Review Committee or its designated representative. Any fences, hedges, or walls which shall be installed as part of the initial construction shall not be removed, transferred, or altered in any manner, except as approved by the Architectural Review Committee or its designated representative. The Architectural Review Committee may prohibit any fence which impairs the line of sight from any driveway to the street. No fence shall be installed which blocks or impedes established drainage ways. In reviewing any proposed construction of fences, the Architectural Review Committee shall apply the covenants and restrictions set forth in this declaration or any Supplementary Architectural Review Committee for the Project as a whole or any particular Plat, or phase of the Project, and the reasonable discretion of the Architectural Review Committee.

7.7.2 Antennas: Unless otherwise provided by law and except for any which may, at Declarant's option, be erected by Declarant's designated representative, no exterior radio or television antenna, aerial, satellite dish, or other type of radio or television receiving system shall be erected or maintained without the prior written approval of the Architectural Review Committee.

7.7.3 Transmitters: Except as otherwise provided by law, no electronic or radio transmitter of any kind other than garage door openers shall be located or operated in or on any Improvements or on any Lot without the prior written approval of the Architectural Review Committee.

7.7.4 Repair of Buildings: No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner before the surfacing becomes weather beaten or worn off. All fences within the Property visible from any Common Area or public right-of-way shall be stained if constructed of wood. The stain or paint shall be approved by the Architectural Review Committee. Materials which are customarily left unfinished are permitted so long as in the opinion of the Architectural Review Committee they have not become unsightly.

7.7.5 Reconstruction of Buildings: Any improvement which may be destroyed in whole or in part by fire, hail, windstorm or any other cause or act of God, shall be rebuilt or all debris removed so as not to render any such property or any portion thereof, in the opinion of the Board, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants.

7.7.6 Nuisances: No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be, in the opinion of the Board, offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior lights, 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 Lot without the prior written approval of the Board. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof, in the opinion of the Board, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants.

7.7.7 Unsightly Articles: No unsightly articles shall be permitted to remain on the Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, mobile homes, recreation vehicles, graders, trucks other than pickups used solely for the private and non-business use of the residents of a Dwelling Unit, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment, garden and maintenance equipment, and all commercial and business vehicles shall be kept at all times, except when in actual use, in an approved garage, out-building or in a storage facility located off the Project. No equipment, tools, lumber, stored or allowed to accumulate on any property. No lawn or yard art shall be allowed on the Property or on any Lot without prior approval of the Architectural Review Committee. The Association shall have the right to enter upon any Lot in order to remove any vehicle or other unsightly article located upon any Lot in violation of this Section and store the vehicle or article in a storage facility off the Project site. Any costs or expenses incurred by the Association shall be borne by the Owner as provided in Section 7.8. Except for short-term use by guest or invitees of the Owner, no more than three (3) vehicles shall be kept on any Lot. The Owner shall be entitled to park one (1) passenger car, pickup truck or utility vehicle outside an attached garage on the Owner's lot on an occasional basis for a period which shall not exceed twenty-four (24) consecutive hours. To the

extent an Owner utilizes space in the attached garage for other than storing vehicles, the Owner shall be permitted to keep one (1) less vehicle for each garage space so utilized. Without limiting the generality of the foregoing:

- (i) No commercial- type vehicles, other than pickup trucks not in excess of three-quarter (3/4) ton as defined by the Colorado Motor Vehicle Department which are solely for personal use, shall be allowed on the Common Area, any Lot, or any street or driveway in the Project except while engaged in transport to and from any Building or lot. For purposes of applying this provision, any vehicle having any advertising material affixed to its exterior shall be deemed a “commercial-type” vehicle.
- (ii) All vehicles stored or parked on any portion of the Project for any period of time must be properly licensed by the State of Colorado, except those vehicles belonging to visitors or guests of an Owner.
- (iii) No pickup trucks shall be permitted on any portion of the Project which carry a camper shell extending vertically above the roof of the truck cab for more than six (6) inches.
- (iv) No recreational vehicles may be parked or stored on any portion of the Property at any time, except during transport to or from a Building or Lot, or for purposes of loading or unloading, for a period not to exceed twenty-four (24) hours. Notwithstanding the preceding sentence, upon prior written approval of the Architectural Review Committee, a recreational vehicle owned by an Owner’s visitor or guest may be parked on the Owner’s Lot or an adjacent street or drive for a period not to exceed seventy-two (72) hours.
- (v) No trailers of any kind shall be allowed on any portion of the Project except while directly engaged in transport to or from a Building or Lot.
- (vi) No abandoned or inoperative vehicles of any kind shall be parked or stored on any portion of the Project, except in an approved garage or out-building. An “abandoned or inoperative vehicle” shall be defined as any vehicle which is not currently licensed or has not been driven under its own propulsion for a period of three (3) days or longer; provided, however, that this definition will not include vehicles properly parked by Owners while on vacation or traveling. The Association may cause a written notice describing the “abandoned or inoperative vehicle” and requesting removal thereof to be served on the Owner in possession of the vehicle or Lot on which the vehicle is located, or posted on the vehicle itself. If the vehicle shall not have been removed within twenty-four (24) hours after service or posting of that notice, the Association shall have the right to enter the Lot, if necessary, and to remove the vehicle from the Project and store the vehicle off-site without any liability to the Association. Any costs and expenses, including reasonable attorney’s fees, incurred by the Association, in connection with service or posting of any notice, or removal, transportation and storage of any “abandoned or inoperative

vehicle” under this Section shall be borne by the Owner as provided in Section 7.8.

7.7.8 Storage: No Lot shall be used as storage or work space for rebuilding any motor or other vehicles described in Section 7.7.7, unless such repair or rebuilding is performed entirely within an approved garage with the door kept closed at all times (except under such circumstances in which a closed door would create a health or safety hazard); provided, however, that no vehicle under repair shall be permitted to become an unsightly article or nuisance. No Lot shall be used for the storage of explosives, gasoline or other volatile, inflammatory or incendiary materials or devices. Gasoline, oil, propane or other fuel used in the operation of a snow blower, lawnmower, barbecue grill or the like may be kept within an attached garage if stored in a safe manner in a container designed for the purpose of storing such materials, and which will prevent accidental spills and fires. The Owner shall be solely responsible for maintaining any fuel or other volatile substances in compliance with all applicable laws, any Rules and Regulations imposed by the Association and any requirements imposed by any underwriter of any insurance policy maintained by the Association.

7.7.9 Signs and Flags: No sign or flag of any kind shall be displayed to the public view on any Lot; provided, however, that signs and United States or Colorado flags of reasonable size not to exceed five (5) square feet may be displayed on or from a Residence. Any such signs shall be solely for advertising the Residence for sale or lease or indicating that the residence has been “sold” for a period of two weeks after closing. Signs and flags used for sale, administration and directional purposes by Declarant during development of the Project will be permitted without the consent of any Owner or First Mortgagee.

7.7.10 Single-Family Use Only: No Lot and no Residence on any Lot shall be used for any purpose other than for a one single-family residence. However, nothing in this Declaration shall prevent the lease of a Lot by the Owner thereof for residential purposes; provided that such lease shall be in writing and for a minimum term of six (6) months. No commune, co-operative or similar type living arrangement shall be permitted on any Lot.

7.7.11 Hazardous Activities: No activities shall be conducted on any Lot, Common Area or Licensed Property and no Improvements constructed on any Lot, Common Area, or Licensed Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot and no open fires shall be lighted or permitted on any Lot, except in the contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

7.7.12 Garage Sales: No garage, patio, porch or lawn sale shall be held on and Lot, except that the Owner of any Lot may conduct such sale if the items sold are only his own furniture and furnishings, not acquired for purposes of resale; if such sale is held at such time and in such manner as not to disturb any other resident of the area; and if such sale is held in full compliance with all applicable governmental ordinances, statutes, resolutions, rules and regulations, on an infrequent, occasional basis.

7.7.13 New Construction: All Dwelling Units shall be of new construction and no existing Dwelling Unit shall be moved onto any Lot. No other building (including but not limited to playhouses and storage shed) may be moved onto a Lot without the prior written approval of the Architectural Review Committee and without compliance with the restrictions set forth in this Article VII.

7.7.14 Storage of Building Materials: No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement or its approved alteration or improvement.

7.7.15 Temporary Structures: No trailer, mobile home, tent or shack or other temporary building, Improvement or structure shall be placed upon any property, except that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained by Declarant or Participating Builders, or by an Owner with the prior approval of Architectural Review Committee, such approval to include the nature, size and location of such structure.

7.7.16 Basketball Hoops: Basketball hoops shall only be allowed if the backboard is affixed to the attached garage of the Residence and painted the same color as the Residence; or as otherwise approved by the Architectural Review Committee.

7.7.17 Landscaping: All portions of a Lot not improved with the Residence, driveway, walkways, patios or decks (referred to as the unimproved area of a Lot) shall be landscaped by the Owner thereof, other than Declarant or a Participating Builder, except in cases where Declarant or Participating Builder rents the Residence for residential occupancy, in which event Declarant and Participating Builder shall have the obligation to install landscaping in accordance with this paragraph. All landscaping shall be installed in accordance with landscaping plans submitted to and approved by the Architectural Review Committee which shall be drawn to scale and shall set forth the location of landscaping, type of landscape materials, and be in accord with the requirements of the paragraph and other provisions of this Declaration. The front yard of each Lot improved with a residence shall be fully landscaped, as approved by the Architectural Review Committee, no later than six (6) months after the date of conveyance from Declarant or a Participating Builder to a third party purchaser, or the first date of occupancy for residential purposes, whichever first occurs, and the balance of each Lot shall be fully landscaped, as approved by the Architectural Review Committee, no later than twelve (12) months after the earlier of said dates. A minimum of seventy-five percent (75%) of the unimproved area of each Lot shall be landscaped utilizing "long lived" ground cover such as bluegrass, brome fescue, shrubs, and trees. A maximum of twenty-five percent (25%) of the unimproved area of each Lot may be landscaped with a combination of non-living durable landscape materials and short lived landscape materials. The landscaping plan shall include an adequate underground sprinkler system which shall be installed at the time of initial landscaping. The front yard of each Lot is defined as that area between the street and a line extended from the front corners of the residence to each side lot line. The landscaping of each Lot having once been installed shall be maintained in a neat, attractive, slightly and well-kept condition, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, adequate watering, replacement of dead, diseased or unsightly materials, and removal of weeds and debris.

7.7.18 Vegetable Garden: Vegetable gardens are prohibited except in screened back yard areas, and only then when part of an approved landscape plan.

7.7.19 Livestock, Poultry, and Pets: No animals or pets other than domesticated dogs, cats, and other common household pets shall be allowed on the Property. Raising or keeping livestock such as horses, cows, sheep, goats, poultry, pigs, swine and the like is prohibited. No Owner shall keep more than two (2) common household pets on any Lot at any time, provided that they are not kept, bred or maintained for any commercial purpose. All common household pets shall be allowed upon any Lot subject to any applicable ordinances imposed by any governmental entity having jurisdiction over the Project. All household pets shall be controlled by their owners at all times, and shall not be allowed off their owner's Lot except when properly leashed and accompanied by the pet owner or his representative. Each Owner of a Lot shall be financially responsible for any damage caused by a household pet kept on the Owner's Lot. The Association shall have the right to repair any damage caused by any such household pet, and the cost of any repairs shall be borne by the Owner as provided in Section 7.8

7.7.20 Roofing: In single-family residential areas, all roofs shall be covered with good grade asphalt shingles or other similar high quality materials as specifically approved by the Architectural Review Committee.

7.7.21 Colors: All exterior painting or staining shall be of colors in harmony with the other existing homes in the neighborhood or of colors similar to those originally employed in the neighborhood. In general, only those areas that were stained originally shall be re-stained; unpainted surfaces and unstained areas, such as brick or stone, shall not be painted or stained unless specifically approved by the Architectural Review Committee.

7.7.22 Windows: All window shall have painted or stained wood, vinyl or non-reflective metal frames and dividers. No reflective glass is permitted.

7.7.23 Window Coverings: All window shall be covered with curtains, drapes, or other acceptable coverings within no more than six months of occupancy. Window coverings visible from the exterior shall be compatible with the architectural character of the residence. Reflective shades or film type window coverings are specifically prohibited.

7.7.24 Solar Panels: Any solar panels and related appurtenances and equipment, whether included in the original construction or added at a later date, shall be designed and constructed so as to appear as an integrated part of the building architecture. This shall generally mean that the panels shall be roof mounted so that the top surface is flush with the roof surface, with all appurtenances recessed into the structure's attic. When solar orientation prohibits this approach, the roof shall be altered so that the panels appear to be "build-in", i.e., shall not be visible. If panels are ground or wall mounted, they shall be integrated into the structure using compatible materials so that the panels appear as a natural extension of the house.

7.7.25 Garages: All single family detached residences within the Project shall have garages with the capacity for at least two (2) cars. No garages (or combination of garages or covered parking areas) shall have the capacity for more than four (4) cars.

7.7.26 Firewood: Firewood shall be neatly stacked and shall be located within the confines of a screened enclosure such as a fence or wall and shall not exceed six feet (6') in height.

7.7.27 Swimming Pools/Hot Tubs: Any swimming pools, spas, hot tubs, Jacuzzis, and the like shall be screened from view of adjacent Lots and rights of way, by screening materials and methods approved by the Architectural Review Committee.

7.7.28 Mechanical Equipment/Utilities: All utilities shall be installed underground. On-grade utility appurtenances, such as electrical transformers, utility meters, etc., shall be screened using approved means. Mechanical equipment, such as air conditioners, heating equipment, etc., shall be installed as an integral part of the architecture whenever possible. Under no circumstances shall these items be roof mounted or located in such a way that they are visible from neighboring properties or public streets.

7.7.29 Dog Houses/Runs: Dog houses, shelters, and runs shall be completely screened from the view of adjacent public or private properties and streets, and shall be built from materials compatible with the Residence.

7.7.30 Exterior Lighting: Exterior Lighting shall not be directed in such a manner as to create an annoyance to adjoining properties. High wattage area lighting ("yard lights") are prohibited. Illumination of roofs or features on roofs is prohibited.

7.7.31 Play Equipment: Play equipment may be erected within a fenced or screened area, but shall require the approval of the Architectural Review Committee prior to installation. Play equipment shall be of an appropriate scale and approved materials and colors. Equipment utilizing natural materials (wood vs. metal) is preferred.

7.7.32 Driveways: any modification to a driveway shall require the approval of the Architectural Review Committee prior to construction or installation. In no case shall the width of the driveway at the curb be widened. Any widening inbound of the curb shall be smoothly transitioned back to the curb.

7.7.33 Retaining Walls: Any retaining walls shall require approval of the Architectural Review Committee prior to construction or installation. The applicant is encouraged to use materials that are compatible with the building construction (wood painted or stained to match the house, brick or stone to match the house, etc.). Retaining walls which divert water onto other properties or otherwise substantially alter existing drainage patterns are prohibited.

7.7.34 Site Grading: Any change to site grading shall require the prior approval of the Architectural Review Committee. No new grading shall divert water onto other properties or otherwise alter existing drainage patterns. Care shall be taken to keep water away from foundations. Downspouts shall discharge onto splash blocks or other devices to prevent saturation of soils at foundations. Irrigation of plant material shall be

kept away from the foundation. Patios, lawn areas, shrub beds, etc., shall be sloped positively away from foundations to prevent puddling of water.

7.8 Failure to Maintain: In the event that the Owner of a Lot shall fail to maintain the Lot and Improvements thereon in a manner consistent with the requirements of this Declaration of any Supplementary Declaration, the Architectural Review Committee or the Association, its Management Contractor, agents, contractors and employees shall have the right, in addition to any other remedies, to enter upon the Lot and to repair, maintain, and restore the Lot, the exterior of the Residence, and any other improvements on the Lot in the manner contemplated by this Declaration and any Supplementary Declaration. The cost of such maintenance, repair, and restoration shall be the responsibility of the Owner and shall be added to and become a part of the annual assessments applicable to the Lot.