

Rules of The Vistas at Nor'wood Townhome Association, Inc.
Effective March 15, 2018
Amended July 18, 2018 (Section 4.7), to be effective July 31, 2018.
Amended September 19, 2019 (Section 3), effective October 1, 2019.

To all residents of The Vistas at Norwood Townhomes:

We all want to preserve the value of our Community. Interested residents, volunteers, and professionals strive to do this based on the Covenants¹. But since the Covenants can be confusing or vague, the Board of Directors have duly² exercised their authority³ to adopt these Rules. This document does not replace the Covenants, which control in case of conflict⁴. Also, it does not include reminders of Covenants which are already clear, and readers are expected to actually read and comply with the Covenants, not merely these Rules. Instead, this document provides the Board's interpretations of frequently referenced Covenants concerning the activities of residents. These Rules are mandatory and enforceable⁵ for all Owners along with their family members, tenants, guests, invitees, and contractors. For each section of Rules below, a citation is provided to the related Covenant or other authority. If you have questions or concerns, please contact the Community Association Manager or Board. The latest contact info is at <http://vistasatnwta.com/Management.asp?Mitem=23>

Note: These Rules rescind and replace all previously published HOA Rules, including but not limited to those published in previous newsletters, welcome letters, mass emails/snail-mails, meeting minutes, parking rules, architectural guidelines⁶, etc.

- 1 Exterior Modifications and Architectural Control: (Unless otherwise noted, the authority for these Rules is in Covenants Article V.)
 - 1.1 The Board is serving as the Architectural Review Committee (ARC), with support from the Community Association Manager.⁷
 - 1.2 Pre-Approved Installations: Installations compliant with the guidance below do not need additional ARC approval. The following pre-approved installations are intended to enable reasonable residential use of homes, including installations intended to serve the Owner's security interests (since the HOA is not responsible for Security⁸). Since the Covenants supersede these Rules in case of conflict, the ARC reserves the right to direct removal of an installation listed below if it complied with the guidance, but resulted in an unanticipated violation of the covenants or law.
 - 1.2.1 Garage Door Security Keypads: Must be mounted on trim around vehicle door, not on siding⁹.
 - 1.2.2 Peepholes in front door: No restrictions.

1 "Declaration of Covenants, Conditions and Restrictions of The Vistas at Nor'wood Townhomes", recorded 8 Jan 2007 at #207003236.

2 See "Resolution ... Regarding Procedures for Adoption and Amendment of Policies ...", adopted 8 Mar 2018.

3 CCIOA 38-33.3-302(1)(a) ... Covenants, Article II page 7 para 2, Article IX paras 14 & 19c, and Article X para 2d ... Articles of Incorporation, art IV para 14 ... Bylaws Article VII para 1a.

4 Covenants Article II page 7 para 2.

5 In addition to powers granted to the HOA in the Covenants (e.g. art II page 7 para 2, etc.), see "Resolution ... Regarding Policies and Procedures for Covenant and Rule Enforcement", adopted 8 Mar 2018 ... and "Leasing and Rental Rules", approved 21 Oct 2017.

6 "Satellite Dish Guidelines for Vista's at Nor'wood Townhome Association" (~2010).

7 Covenants Article V para 1.

8 Covenants Article XI para 14.

9 Covenants Article VIII para 1b.

- 1.2.3 Combination locks and deadbolts in front door: To match original door hardware unless otherwise approved in writing by the ARC.
- 1.2.4 Security Cameras: Must be mounted to trim, not siding.¹⁰ Owners are cautioned that having the ability to install the cameras does not waive the Owner's obligations under the Covenants and laws concerning their use, e.g. nuisances (Covenants art IX para 9), privacy law principles, etc.
- 1.2.5 Motion-activated lighting: Must be mounted to trim, not siding.¹¹ Must not be unreasonably bright. Must minimize light intrusion into other homes.¹² Color must match the existing porch or garage door light fixtures (black) unless otherwise approved in writing by the ARC.
- 1.2.6 "No Soliciting" signs: Must be no larger than 3" x 12" and posted near (not on) the front door.¹³
- 1.2.7 Plant hangers in porch area: Must be mounted to trim, not siding.¹⁴
- 1.2.8 Seasonal decorations: If not free-standing, must be mounted to trim, not siding.¹⁵
- 1.2.9 Satellite Dishes: (The authority for these Rules is in Covenants Article IX para 7d, plus Article VIII paras 1a/b.)
 - 1.2.9.1 Installations which comply with these guidelines are pre-approved, thus avoiding any delay which could be seen as "impairing"¹⁶ the installation, maintenance, or use of the dishes.
 - 1.2.9.2 Must not be installed on siding.
 - 1.2.9.3 Due to landscape growth, the Association will not guarantee a continual line of sight for the reception of a signal.
 - 1.2.9.4 Dishes may be installed on wood trim or vertical wood beams supporting the porch roof. Alternative mounting locations may be approved by the ARC.
- 1.3 Separate Approval Required: For proposed installations not listed above, separate ARC approval is required for each and every installation. The application is a simple email to the Community Association Manager describing your intentions. (The ARC reserves the option to charge a fee, per Covenants Article V para 2a.)
The ARC has adopted the following architectural standards and design guidelines per its authority at Covenants Article V para 5, and applications to the ARC must comply with this guidance. These guidelines do not limit the ARC's authority given in the Covenants.
 - 1.3.1 Storm Doors: Must be dark brown or bronze.¹⁷
 - 1.3.2 Window Replacements: No visible tinting or glazing.
 - 1.3.3 A/C Condensers: Must be located on the porch (except for certain end units) unless the Board/ARC approves a deviation in writing.
- 1.4 Prohibited:
 - 1.4.1 Window air conditioners and fans, which protrude past the screen area of the window of a

¹⁰ Covenants Article VIII para 1b.

¹¹ Covenants Article VIII para 1b.

¹² Covenants Article IX para 11.

¹³ HOA is responsible for painting/staining the exterior of the door per Covenants Article VIII para 1b. This guidance first published in Winter 2012 Newsletter.

¹⁴ Covenants Article VIII para 1b.

¹⁵ Covenants Article VIII para 1b.

¹⁶ 47 CFR 1.4000: "Impair" is defined as a rule which "Unreasonably delays or prevents installation, maintenance, or use; Unreasonably increases the cost of installation, maintenance, or use; or Precludes reception or transmission of an acceptable quality signal."

¹⁷ Color guidance adopted at 21 May 2015 Board meeting. Authority is Covenants Article V para 5.

unit, are prohibited.¹⁸

1.5 For all approved installations, penetrations of exterior wall surfaces must be properly sealed.¹⁹

2 Nuisances (The authority for these Rules is in Covenants Article IX paras 9 and 11.)

2.1 Quiet hours are 10pm to 7am.²⁰

3 Parking (Unless otherwise noted, the authority for these Rules is in Covenants Article IX paras 8, 9, 19b/d, and 26, plus Article X para 2d. The amount of time from observed violation to towing, whether or not towing occurs after notice, and the manner of any notice, was determined by the Board (per its authority in Covenants Article IX para 8c) when it approved the current HOA towing contract²¹.)

Per Covenants IX.8c, the Association can tow vehicles without personal/postal notice to the Owner associated with a vehicle, if the Association can not reasonably ascertain who that is. Since the Covenants do not require a vehicle registration program and since the Association has opted not to maintain such a program, the Association has no uniform method to always ensure the Owner associated with any vehicle is given personal/postal notice of a violation of this Section 3. Therefore, to avoid non-uniform enforcement (Covenants art II, page 7, para 2), the Association may opt to avoid any attempt at personal/postal notice of parking violations, but will still place a warning tag as described below.

3.1 Parking is first-come-first-served.

3.2 The Board has not designated any “guest” parking spaces.²²

3.3 None of the parking spaces on the private streets are reserved for any particular unit²³. This is true even if a certain number of parking spaces are marked for handicap use and even if there might be (at some time) only that same number of residents with a properly identified handicap parking placard on their vehicle.

3.4 Parking must comply with parking signage, including but not limited to fire lane, handicap, and “no parking” zones. Vehicles violating this prohibition may be towed at the expense of the vehicle owner without further notice.

3.5 No parking on grass, curb, or sidewalk. Vehicles violating this prohibition may be towed without notice.

3.6 No parking outside designated/marked spaces. Vehicles violating this prohibition may be towed without notice. Parking in this manner may be deemed an emergency by hindering safe passage on the street, reducing available parking, blocking sight-lines, or for other reasons.

3.7 No parking which blocks Through Areas. Vehicles violating this prohibition may be towed without notice.

3.8 The driveways are outside the Lot lines²⁴ and are part of the Common Elements, which are the

18 Covenants Article V para 5 and Article IX para 7c.

19 Covenants Article VIII para 1b.

20 Previously published in 15 Dec 2016 version of Welcome Letter, per the Board's authority at Covenants Article IX paras 9 and 11.

21 Contact the Community Association Management company for details.

22 Covenants Article IX para 26a.

23 This guidance supported by minutes of 21 Jan 2016 Board meeting.

24 “Century Communities at Austin Bluffs Filing No. 1”, approved 30 Nov 2006, recorded 4 Dec 2006 at #206712477.

https://www.springsgov.com/subdivview/Combined/C/Century_Communities_at_Austin_Bluffs_Filing_No_1_Plat.pdf

HOA's responsibility to maintain²⁵. Parking behind garages with the garage door closed is prohibited.²⁶ Since the driveways are on streets marked with Fire Lane signs, vehicles parked in violation of this Rule are parked in a Fire Lane and may be towed without notice.

- 3.9 Vehicles parked with expired or hidden registration tags may be towed 72 hours after a warning tag is applied to notify the vehicle owner of the violation.
- 3.10 Vehicles which have not moved, under their own power, from the same location for 7 consecutive calendar days may be towed 72 hours after a warning tag is applied to notify the operator of the violation. The word "moved" is defined as being driven under its own propulsion to an area outside the Association property (and not to any Unit's garage) for a period of at least 8 hours before being driven back to any parking space on Association property.
 - 3.10.1 If the vehicle's operator is a resident, who is on vacation when the warning tag is applied, the Association retains the right to tow the vehicle on the same timeline as above, unless the resident has notified the Board/Manager, in writing, of vacation travel and received a written confirmation of receipt from the Board/Manager, in which case the above time limit is extended from 7 to 14 calendar days.
 - 3.10.2 If the vehicle's operator is a resident, with an illness when the sticker is applied, the Association retains the right to tow the vehicle on the same timeline as above, unless the vehicle's operator has notified the Board/Manager, in writing, of their illness, and received a written confirmation of receipt from the Board/Manager, in which case the above time limit will be negotiated between the Resident and the Association. If the vehicle operator's illness prevents the aforementioned notification and the Association has already towed the vehicle when it learns of the illness, the Association may, at the Board's discretion, return the vehicle to an appropriate location negotiated with the resident, and the Association may agree, at the Board's discretion, to pay some or all of the towing and storage fees, but is under no obligation to do so.
- 3.11 Vehicles which are resting on or against another object to keep it off the ground, have blocks or objects behind the tires, or which are visibly being repaired, or have a flat tire(s), or have a missing tire(s), or are obviously inoperable (i.e. transmission missing or on ground, no engine) may be towed 24 hours after a warning tag is applied to notify the vehicle owner of the violation.
- 3.12 Vehicles which are double parked (i.e. partially or fully blocking another parked vehicle, and thus preventing that vehicle from being able to move or leave) may be deemed an emergency and may be towed without notice.
- 3.13 Parking is not authorized for Townhomes Owners, family members, residents, tenants, guests, or contractors in The Vistas at Nor'wood Condominium Association parking lot.²⁷
- 3.14 Vehicles with significant and noticeable body damage as confirmed and determined at the sole discretion of the Board, may be towed 72 hours after a warning tag is applied to notify the owner/operator of the violation.
- 3.15 1-ton truck limit: Per Covenants IX.8a, parking of "truck (rated larger than one [1] ton)" is prohibited, except temporary loading/unloading, maintenance of Units or Common Elements, and emergency vehicles complying with 38-33.3-106.5(1)(d). The expression "truck (rated larger than one [1] ton)" is interpreted to mean a "truck" (as defined in CRS 42-1-102(108)) which the manufacturer advertises as "1-ton", and does not refer to specs for payload capacity.

25 Covenants Article VIII para 1.

26 Covenants Article IX paras 8 & 26.

27 Guidance published in mass email 14 Jan 2014.

- 4 Outdoor cooking (grills, smokers, etc.) (Unless otherwise noted, the authority for these Rules is Covenants Article IX para 10.)
 - 4.1 If the Colorado Springs Fire Department (CSFD) specifies stricter policies than below in regards to grilling, including but not limited to a temporary ban on open burning, the CSFD guidance supersedes, and will be enforced by the HOA.²⁸
 - 4.2 The use or possession of charcoal grills or fire pits which use wood or charcoal, are prohibited, even if not in use.²⁹ The HOA's insurance premiums may be based on the risk assessment by the carrier, who may assess higher risk if they see such grills, even if not in use at the time.
 - 4.3 No open flame cooking.³⁰
 - 4.4 No grilling inside garages.³¹
 - 4.5 No unattended cooking.³²
 - 4.6 No more than one spare propane tank on any Lot.³³
 - 4.7 Use your non-charcoal grills outside the home at least 10' from any combustible structure. Any size of natural gas, propane, and electric grills shall not be stored or used on porches/patios or outside homes within 10' from any combustible structure.³⁴

- 5 Collection of Trash / Garbage / Recyclables (Unless otherwise noted, the authority for these Rules is Covenants Article VIII para 1 and Article IX para 12.)
 - 5.1 Please deposit cigarette butts in a waste receptacle, not on the grass, porch, walkways, rock gardens, etc.
 - 5.2 Trash/garbage/recyclable collection containers may be outside the home from the afternoon before the day of pickup until the evening of the pickup day.³⁵
 - 5.3 If trash/garbage/recyclables do not fit in the containers provided, and the HOA's collection contractor charges extra for such material, those costs shall be assessed to the responsible Owner.³⁶
 - 5.4 Trash cans are assigned to each unit by the trash company. Owners will be responsible for the cost of any needed replacement.³⁷

- 6 Pets (Unless otherwise noted, the authority for these Rules is Covenants Article IX para 5.)
 - 6.1 Pets must be physically restrained when outside the home³⁸.
 - 6.2 Owners/handlers must immediately collect pet waste³⁹.
 - 6.3 We appreciate the companionship and security offered by pets, but Owners must minimize the

28 This is adapted from Spring 2015 and June 2017 Newsletters which referred to County guidance. The HOA is subject to CSFD guidance.

29 Adopted by Board at 14 Sep 2017 meeting.

30 Adopted by Board at 14 Sep 2017 meeting.

31 Covenants Article IX para 10, second sentence.

32 Covenants Article IX para 10, second sentence.

33 Covenants Article IX para 10, last sentence.

34 Adopted by Board at 12 Jul 2018 meeting.

35 Adopted by Board at 14 Sep 2017 meeting.

36 Covenants Article IX para 12a prohibits trash outside a closed trash container. Since the HOA has opted to arrange trash collection as a common expense (Article IX para 12b), the HOA has the right to assess a portion of that cost to the Owner who caused that extra common expense to the HOA (see Covenants Article IV paras 3, 15, 16, et al).

37 Covenants Article IX para 12b.

38 Covenants Article IX para 5, and Article IX para 19.a (ties to Colorado Springs City Code 6.7.107.A).

39 Covenants Article IX para 5, Article VIII paras 1/4, etc.

occasions of long duration barking.⁴⁰

6.4 Pets must not be left unattended or tied-up outdoors.⁴¹

7 Plantings and Decorations outside of Lots (The authority for these Rules is Covenants Article VIII para 1.)

7.1 The boundary of each Owner's property (Lot) is the concrete slab⁴². The Lots do not include the landscaped area in front of the porch, nor the driveway, nor the area on the side of end units.

7.2 The area outside the Lots is a General Common Element, since no Limited Common Elements have been designated⁴³. The HOA is obligated to maintain the General Common Elements⁴⁴, including maintenance of grading⁴⁵, irrigation, concrete flatwork, appropriate plantings, etc.

7.3 Therefore, any Owner wishing to plant or decorate outside their Lots must obtain the approval of the HOA, unless the HOA grants a specific waiver to all Owners (e.g. a holiday decoration waiver mentioned in a newsletter). Even after getting this approval, each Owner must accept the fact that the HOA may subsequently remove or alter their plantings/decorations without the Owner's permission and without any compensation to the Owner.

8 Hazardous Activities (The authority for these Rules is Covenants Article IX para 10.)

8.1 Except as authorized by the HOA for maintenance functions, walking on the retaining walls and steeply sloped areas adjacent to the retaining walls is prohibited⁴⁶.

Note: Capitalized terms have the definition and meaning given in the Covenants.

The Board of Directors adopted these Rules at a duly called meeting on March 8, 2018 and amended Section 4.7 at a duly called meeting on July 12, 2018. The Board of Directors amended section 3 at a duly called meeting on September 19, 2019.



President

⁴⁰ Covenants Article IX paras 5, 9, and 11.

⁴¹ Covenants Article IX para 5.

⁴² "Century Communities at Austin Bluffs Filing No. 1", approved 30 Nov 2006, recorded 4 Dec 2006 at #206712477.

https://www.springsgov.com/subdivview/Combined/C/Century_Communities_at_Austin_Bluffs_Filing_No_1_Plat.pdf

⁴³ Covenants Exhibit B and Article X para 4.

⁴⁴ Covenants Article VIII para 1.

⁴⁵ Covenants Article IX para 17. Note that while this para 17 implies otherwise, there is no landscaped area included in any Lot at this HOA, according to the Plat.

⁴⁶ Covenants Article VIII paras 1 & 4, plus Article IX para 10.