

Rules and Regulations

The Farm at Buena Vista

The following rules and regulations ("Regulations") apply to all Owners, and their respective employees, agents, guests and invitees with respect to the use of Units and any other portion of the Common Elements and supplement the provisions of the Declaration of Covenants, Conditions and Restrictions of The Farm at Buena Vista recorded in the Records on 9/28/2017 at Reception No. 437583 (the "Declaration"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

1. Residential Use. Units shall be used for residential purposes only, and shall not be used at any time for business, or commercial purposes; provided, however, that an owner may use his or her Unit for a professional occupation, so long as the applicable zoning permits such use, there is no external evidence of that use, and no unreasonable inconvenience to other residents of other Units is created thereby.
2. Draperies/Window Coverings. Each owner shall install window coverings within forty-five (45) days of purchasing their Unit. All window coverings visible from the exterior of the Unit shall be a neutral color, or of such other color and material as may be approved by the Board, so as to preserve a uniform appearance through the exterior of the building.
3. Balconies and Porches. No enclosures shall be allowed on any porch, balcony or rooftop. Without the approval of the Board, wire, fencing or other mesh-type barriers shall not be erected on balcony or porch railings. No barbeques grills, chimneys, or similar devices shall be maintained on any balcony or front porch.
4. Pets. No animals, livestock (including but not limited to ponies, goats, pigs and the like) or poultry shall be raised, kept or bred within any Unit, except for domesticated dogs, cats, birds, fish or other small domestic animals; provided they are not kept, bred or maintained for commercial use. Each owner of a household pet shall be financially responsible for any damage caused by said household pet. All household pets shall be controlled by their owner and shall not be allowed off their owner's Unit except when properly leashed or crated and accompanied by the pet owners or such owner's representative. All pets shall be licensed and properly vaccinated and cared for. No pet which is a threat to other residents, or causes unreasonable noise or damage shall be kept in any Unit. Owners shall immediately clean up and dispose of all pet waste. If a Unit occupant(s) repeatedly violates any of these rules and regulations, the Board may terminate the occupant's right to keep a pet.

5. Parking/Commercial Vehicles. Parking is authorized only within the garage of a Unit or in a properly designated parking spot. No vehicle may be used for overnight accommodation within any parking space, driveway or garage within the community. No buses, oversized trucks, snowmobiles, ATVs, commercial vehicles, recreational vehicles ("RVs" defined as a vehicle designed for temporary accommodations, excluding "Sprinter" type vans), tractors, campers, tiny homes, boats, other watercraft, motorhomes or trailers shall be parked in the parking areas or in driveways, except the temporary parking of vehicles utilized for moving the contents of a Unit or making deliveries unless the same shall be parked or stored entirely within and fully enclosed by a garage. RVs may be parked in designated parking areas or driveways for a maximum of two (2) days. No vehicle shall be dismantled, serviced, rebuilt, repaired or repainted on residential property except within and fully enclosed by a garage. Any vehicle in violation of these restrictions or in violation of any rules and regulations adopted by the Board will be towed away or otherwise removed from the unit at the sole expense of the owner of unit. In the event of such towing or other removal, neither Developer nor the association or their respective officers, partners, employees or agents shall be liable or responsible to the owner of any such vehicle for trespass, conversion or damage incurred as a result of towing or removal.
6. Snow Removal. Unit Owners shall be solely responsible for all snow removal on driveways and walkways within the bounds of such Owners' Unit.
7. Fences. Fencing materials, designs and finishes are specified and standard throughout The Farm. Any additional fencing must be approved by the Board and/or the Architecture Committee, and is at its sole discretion.
8. Flags. Except as expressly permitted to the Act or in connection with holiday decorations and special occasions (within 30 days before or after occasion), no flags or banners of any kind shall be displayed to the public view on the exterior of any Unit or the Common Elements.
9. Signs. No advertising or signs of any character shall be erected, placed, permitted or maintained on any Unit which is visible from the exterior of the Unit, without the prior written approval of the Board. Small election signs are permitted and must be removed within 5 days following the election.
10. Materials and Structures on Unit. Any structures or items placed within the boundaries of any Unit and visible from street level including, but not limited to, sheds, racks, storage units, toys, kayaks, canoes, tools, building materials, ladders, etc. are not allowed without Board approval. Any item visible from street level must be approved by the Board. Board approved storage units are exempt.
11. Decorations. Decorations for holiday and special occasions are acceptable but must not be in place more than thirty (30) days prior to an event and must be removed within fifteen (15) days after an event.

12. Satellite Dishes and Antennae. Subject to the requirements of the Telecommunications Act of 1996, as amended and supplemented, no exterior radio antenna, television, microwave or other antenna, satellite dish, audio or visual reception device of any type may be installed upon a Unit without the prior written approval of the Board.
13. Disruptive Sounds or Odors. No sound or odor shall be emitted from any Unit which is noxious or unreasonably offensive to others. Horns, whistles, bells or other sound devices shall not be located or used on any Unit other than exterior speakers for which the Board may establish reasonable decibel limits for the sound emitted to ensure quiet enjoyment for all Unit Owners. All refuse must be placed into an appropriate sanitary container and must be stored in an area not visible from roadways.
14. No Hazardous Activities. No activity shall be conducted on, and no improvement shall be constructed on any part of the property which is or might be unsafe or hazardous to any person or property. No open fires shall be lit or permitted on any property except within a contained and supervised electric, gas barbecue, fire pit or fireplace unit.
15. Mailboxes. The Board may place bulletin boards or other areas for posting notices near the mailboxes. No posting of handbills, notices or other items will be allowed in mailbox areas without the approval of the Board.
16. Use of Association Parks and Green Spaces. Any play areas or equipment furnished by the Association or erected by the Association within the Common Elements shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage or injury occurring thereon or related to use thereof.
17. Leases and Rentals of Units. Owner shall provide the board with a copy of the lease or rental agreement for the Unit and emergency contact information, and get Board written approval *prior* to the tenant taking possession of the Unit. Leases must be in compliance with applicable state and federal laws, be for the entirety of a Unit, and have a *minimum term of three (3) months*.
18. Compliance with Laws. Nothing shall be done or kept in or upon a Unit or upon Common Elements, or any part thereof, which would result in the violation of any applicable federal, state or local law, rule or regulations, or result in the cancellation of the insurance as maintained by the Association. Any Owner in violation of the foregoing shall indemnify and hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for violations or noncompliance.
19. Auto Payment of Dues. Monthly Homeowners Associations dues will only be collected by authorized automatic debit from Unit owners financial account. Cash, credit cards or checks are not accepted.

20. Miscellaneous.

- a. *Severability.* The provisions of these Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.
- b. *Use of Singular and Plural.* Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
- c. *Captions to Sections.* The captions to the sections are inserted herein only as a matter of convenience and for reference and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.
- d. *Board as Sole Interpreter.* The interpretation of these Regulations will be in the sole discretion of the Board. Situations and matters not addressed by these Regulations shall be resolved by the Board, in its sole and reasonable discretion.
- e. *Failure to Act.* No failure of the Board to insist on the strict adherence to any provision of the Regulations shall constitute a waiver of such provision and no failure to enforce any provision shall prevent the Board from exercising any of the remedies found in these Regulations for a subsequent breach.
- f. *Modification.* The Association hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Rules in accordance with the Declaration, Bylaws and applicable law.

IN WITNESS WHEREOF, the undersigned certifies that these Rules and Regulations were adopted by the Board of The Farm at Buena Vista Owner's Association, Inc. on Sept 28th, 2017.

THE FARM AT BUENA VISTA OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation.

By: Charlie Chupp, Jr.
Charlie Chupp, Jr.
Manager