

## WELCOME TO SUN MESA TOWNHOMES

This handbook contains the Sun Mesa Rules and Regulations which are of major significance to our owners to ensure efficient and harmonious operation of the Sun Mesa Townhome Association (SMTOA).

We have tried to simplify, condense and clarify the major rules into one document. In many respects, townhome living is very different from living in your own private home. We do not have to personally shovel snow, mow the lawn, take care of the exterior maintenance, repair our roads and signs, to name a few things; however, we must observe the guidance provided in the Declaration summarized, here.

Our development is Southwestern in nature with its terra cotta and stucco architectural style. It is important that any decoration and landscaping in the common areas of the property reflects this style. This document is intended to ensure that everything is done in the best interest of all townhome owners and with an eye towards maintaining our property value.

If you observe problem areas or have a request/suggestion, please contact our property management company, Z&R Management at (719) 594-0506 or by email to [Darren@zandrmgmt.com](mailto:Darren@zandrmgmt.com).

For more detailed information regarding any subjects discussed in this handbook, please consult your copy of the “*Declaration of Covenants, Conditions and Restrictions of Sun Mesa Town Homes*”, commonly called the “Declaration.” In the event of conflict between the Declaration and the SMTOA Rules and Regulations, the Declaration is deemed to take precedence.

Senate Bill 100 requires you to provide the buyer with certain SMTOA documents as part of your disclosure responsibilities. You will need to furnish these documents on or before the “title deadline” date. Z&R Management maintains file copies of the necessary documents and copies can be obtained with an appropriate advance request to Z&R. We recommend new buyers and new renters be afforded the opportunity to read the SMTOA Declaration and Rules and Regulations prior to closing or signing of a lease in order to prevent any misunderstanding with regard to the covenants and restrictions in effect for SMTOA.

**SUN MESA TOWNHOME ASSOCIATION (SMTOA)  
RULES AND REGULATIONS**

**Effective: April 1, 2006**

**DEFINITIONS**

**BOARD:** The Board of Directors of the SMTOA is elected by the community to represent all owners. Responsibilities, duties and functions are defined in the Declaration and Bylaws of SMTOA. The Board meets periodically and owners are welcome and encouraged to attend the meetings. The time and place for these meetings is announced in the SMTOA Newsletter.

**COMMON AREA:** The common area starts at the edge of your town home footprint and includes areas under the decks. The extent of the common area outward is defined by the edge of the development property.

**LOT:** The lot is as shown on your recorded Plat of Property and contains the unit, or townhome, that is your home. It is described in dimension by the footprint of your building on the common area.

**PROVISIONS AND RESTRICTIONS OF THE DECLARATION AND COVENANTS**

**1. LEASES, Section 7.2**

Any lease agreement between an owner and a tenant shall provide that the term of the lease is subject to the provisions of these Rules and Regulations, the Declaration, Articles of Incorporation and Bylaws of SMTOA. All leases are to be in writing and a signed copy provided to the SMTOA Property Manager within 10 days of the date the lease is fully executed. Under the terms of the lease, if the tenant does not comply with the governing documents, the tenant shall be in default. After notice of any violation to the owner and the opportunity for a hearing, the Board may require an owner to evict a tenant who repeatedly violates the Declaration, Bylaws and/or Rules and Regulations. No less than an entire townhome may be leased and no short-term leases (e.g. for terms less than month-to-month) shall be permitted. No time-sharing or such other forms of interval ownership shall be permitted.

As previously stated, owners are urged to provide a copy of the Declaration and the SMTOA Rules and Regulations to each tenant PRIOR to signing the lease. Additional copies may be obtained by writing to the SMTOA Property Manager, along with the proper remittance, and a copy will be mailed to the owner. The owner and/or occupant must take extreme care in moving into and out of Sun Mesa. The Association, at the expense of the owner or occupant, will repair any damage to the common areas of Sun Mesa caused by an owner, resident, their agents or visitors.

Owners have the responsibility to inform hired workers, visitors, or guests regarding SMTOA Rules and Regulations. This is especially important should the owner allow guests to occupy the townhome without the owner being present for a period of time.

## **2. RESIDENTIAL USE, Section 7.3**

SMTOA townhomes are designated as single family dwellings. No townhome or lot shall be used for any business if it involves employees or clients coming into the community, additional traffic or parking, excessive deliveries or storage, excessive noise, odor, or unusual use of any common utilities, etc. A home business that does not adversely affect the community is allowed; however, the Board may disallow any home business at any time if the activities of that home business prove objectionable to other owners.

## **3. ANIMALS, Section 7.4**

Pet ownership is limited to two animals per unit. Pets may not be raised for commercial purposes nor make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the residents of the SMTOA. Pets must be in compliance with all existing applicable local ordinances and any rules and regulations of the SMTOA. Specifics include:

- a. All pets must be licensed and vaccinated against disease, if required by law.
- b. When outside the townhome, animals must be leashed and under the control of a responsible person, with the leash attached to that person.
- c. No animal may be leashed, unattended, to any part of the townhome, landscape, or stationary object on the common area, or any area that allows access to the common area.
- d. Pet owners are responsible for property damage, injury and disturbances their animals may cause or inflict.
- e. No pet shall be permitted to bark, howl, or make other loud noises which disturb neighbors' rest or peaceful enjoyment of living in Sun Mesa.
- f. Owners are responsible for immediate removal of their pet's waste from the common area.
- g. Any vicious or dangerous animal or any animal not in compliance with the above provisions may be removed by County Pet Control officials and/or the Board may require the animal's removal at its discretion.

## **4. CONSTRUCTION OR ALTERATION, Section 7.5**

The construction, alteration, painting or staining of any building, patio, fence, porch, or steps shall not be permitted. Owners may seal the wood on the deck floors for preservation/maintenance purposes. Window wells are re-stained every 5 years as part of the routine SMTOA maintenance program cycle. Written approval from the SMTOA Architectural Committee (ACC) is required before installation of any storm door, screen door, or window well cover. A list of ACC approved doors and covers is available. No security bars/grates may be installed over the exterior of any windows. No owner shall change the landscaping in common areas. Shutters or enclosing structures for decks

or patios are not permitted. Shades for decks severely affected by direct sunlight may be allowed if approved by the ACC.

### **5. SIGNS, Section 7.6**

Except as permitted in writing by the ACC, no advertising or signs of any type shall be erected, placed, permitted, or maintained on any lot or the common area other than the nameplate of the occupant and a street number. The street numbers shall be of consistent design throughout the community and shall remain as installed by the Developer and will be the only ones displayed for town homes. "For Sale" or "For Rent" signs may only be placed in the windows of the town home and will not exceed 12 x 24 inches in size. Realtor signs may be placed outside the property boundary at either the north or west entrances along Gleneagle Drive. Political signs may be displayed in the inside of a window and shall not exceed 36 inches by 48 inches in size. Signs may be placed in the window no earlier than 45 days prior to an election and must be removed no later than 7 days after the election.

### **6. NOXIOUS OR OFFENSIVE ACTIVITY, Section 7.9**

No noxious or offensive activities shall be conducted on any lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

### **7. HAZARDOUS ACTIVITIES, Section 7.10**

No activity shall be conducted on the Property that may be unsafe or hazardous to any person or property, or might cause cancellation of, or an increase in, insurance premiums. Firearms shall not be discharged on any part of the property. Open fires are not permitted except in a contained barbeque unit while attended and in use for cooking purposes.

### **8. ANNOYING LIGHT, SOUNDS OR ODORS, Section 7.11**

- a. No light shall be emitted from any lot that is unreasonably bright or causes unreasonable glare. Any exterior lighting installed on any Lot shall be either indirect or of such controlled focus and intensity as to not disturb other residents, and must be approved by the ACC.
- b. Owners shall not make, or permit to be made, any disturbing noises, or permit any act that will unreasonably interfere with the rights, comfort or convenience of others. Owners shall keep the volume of electronic devices or musical instruments in the town home sufficiently reduced at all times so as to not disturb others.
- c. No odor shall be emitted from any lot that is unreasonably noxious or offensive to others.
- d. The adjacent neighbors shall initially determine the standard of unreasonableness, annoyance, or noxiousness and offensiveness. If the condition becomes objectionable, the neighbor should notify the property manager. The property manager and Board shall determine if the condition is such that it requires Association action and the level of such action.

## 9. **PARKING, STREETS, and DRIVEWAYS: Section 7.13, 7.15**

- a. Fire code defines our streets as **fire lanes**. Parking in fire lanes impedes the access of emergency vehicles to the site of the emergency. Violator's vehicles are subject to immediate towing at the owner's expense. Vehicle parking is restricted to garages, driveways and designated lined parking areas.
- b. No part of the property shall be used as parking, storage, display or an accommodation for any type of recreational vehicle to include, but is not limited to a trailer, boat, camper, or self-contained recreational vehicle.
- c. RVs may be parked overnight near the homeowner's townhome for the purpose of loading, unloading and cleaning. The RV may not remain in the community for longer than one night (not to exceed 18 hours) and the owner or a qualified operator must be immediately available to move the vehicle in the case of an emergency.
- d. No repair/rebuild activity of any vehicles shall be performed on any of the common area driveways, streets or lined parking areas. (An exception to this would be the immediate, emergency repair of a vehicle)
- e. All vehicles parked on Sun Mesa property are required to be in highway operating condition and must have a current registration and license plates.
- f. Any commercial vehicle or vehicle displaying a commercial logo or insignia (other than that of the vehicle's manufacturer or dealer) shall not be allowed to be parked in a driveway or any other place on the property.
- g. Owners are required to clean up any fluids that leak from their vehicles onto any part of the Common Area. If you know your vehicle leaks fluids of any kind, do not park the vehicle in your driveway or lined parking areas. Placing a drip pan or absorbent material under the vehicle is not acceptable. Park the vehicle in your garage.
- h. Outside clotheslines, basketball hoops and backboards, freestanding or attached to the townhome exterior are forbidden.
- i. No garage should be modified in any manner to restrict vehicle parking. This includes use as a storage area which impedes use of the garage as a parking space. Residents are encouraged to first use their garages for parking and then their driveway.

### **PARKING EXCEPTIONS:**

Pursuant to the requirements of SB100, the parking of a motor vehicle by a townhome owner on a street, driveway, or in the guest parking area within the common interest community, is allowed if the vehicle is required to be available at designated periods at the owner's residence as a condition of the townhome owner's employment and all of the following criteria are met:

- (1) The vehicle has a gross vehicle weight rating of 10,000 pounds or less;
- (2) The townhome owner is a bona fide member of a volunteer fire department or is employed by an emergency service provider as defined in Section 29-11-101 (1.6), C.R.S.;

- (3) The vehicle bears an official emblem or other visible designation of the emergency service provider; and
- (4) Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other townhome owners to use streets and driveways within the common interest community.

## 10. VISITOR PARKING, Section 7.12

- a. Parking spaces in Sun Mesa are extremely limited. There are eleven parking areas spread around our complex that provide 41 parking spaces. To provide adequate parking for guests and visitors, these spaces shall not be used by residents except as noted in the following paragraphs.
- b. Definitions
  - (1) “Visitor” is anyone who visits a townhome for a total period of not more than 30 days. All residents are responsible for providing the Board with the following information on visitors staying for more than a total of 14 days: Vehicle make, body style, color, and license number. Failure to provide this information will result in a fine of \$10.00 for each offense after notice of the violation and the opportunity for a hearing have been provided to the Owner in violation.
  - (2) “Visitor parking” refers to the lined parking spaces throughout the Property, all of which are exclusively reserved for visitors *and those residents who are authorized to use visitor parking*. (See Para d & e below).
- c. Residents are encouraged to first use their garages for parking and then their driveways. With the exception noted in the paragraph below, visitor parking throughout the Property is exclusively reserved for visitors. Violators will be issued a warning for the first offense. A fine of \$15.00 will be levied for the second offense, and a fine of \$25.00 will be levied for all subsequent offenses after notice of the violation and the opportunity for a hearing have been provided to the Owner in violation.
- d. The following procedure applies to those residents who desire, and are willing to pay for, the privilege of using visitor parking:
  - (1) Submit to the Board a written justification describing why they desire use of visitor parking for one vehicle. Justification will address why the resident’s garage and driveway do not meet their needs.
  - (2) The Board will consider these requests and select up to 10 applicants who will be granted non-exclusive use of visitor parking for one vehicle. The selected applicants will not be assigned a specific visitor parking slot, but will be authorized to park anywhere in visitor parking that is not otherwise occupied by visitors or other selected applicants.
  - (3) Selected applicants will be provided a decal/placard and agree to pay the HOA an additional \$50.00 per month for that parking privilege, to be paid in conjunction with their monthly HOA dues. The placard is not transferable to other vehicles.

- e. Authorized resident use of visitor parking will commence on April 1, 2006.
- f. If necessary, the Board will maintain a waiting list and advise applicants when their application has been approved.
- g. This permit for parking in visitor parking spaces is immediately revocable by the Board if the townhome Owner is not in good standing or, at the sole discretion of the Board, is in violation of the parking regulations. The permit may also be revoked if the space is needed for fair housing purposes or otherwise required by the Association to remain in compliance with the law.

### **11. TANKS, Section 7.16**

Other than small gas (20 pounds or less) storage tanks connected to barbeque grills, no tanks of any kind, either elevated or buried, shall be permitted.

### **12. COMMON AREA, Section 7.18**

The Common Area shall remain undivided and shall not be subject to partition. Subject to the limitations and restrictions of the Declaration and Rules and Regulations, every owner shall have equal, nonexclusive right and easement of enjoyment into and out of the Common Area. Owners are responsible for their family members, guests, and lessees adhering to the following rules:

- a. Individuals are not permitted to climb or walk on roofs, fences or enclosed walls.
- b. Activities creating a danger of structural, landscaping, or vehicle damage are not allowed.
- c. Only pedestrian and pet traffic is allowed on the landscaped areas of SMTOA.
- d. Owners or lessees are responsible for any damage to landscaped areas and sprinkler systems due to negligent behavior or other acts on their part or on the part of their family members, guests, pets or commercial/service agencies supporting an owner.
- e. The Common Area is not a sporting field and sporting or recreational activities, including but not limited to, volleyball, soccer, and badminton are prohibited.
- f. Owners are not permitted to store or otherwise leave any items unattended on the Common Area. Any unattended items shall be disposed of.
- g. Garage sales within the boundary of the Sun Mesa community are not allowed.

**13. DECORATING GUIDELINES:** The standard for outside decorating considers the Southwestern design and the goal to set community standards for an attractive, uncluttered exterior. The following guidelines shall be considered as prior written permissions from the Board.

- a. A total of five potted plants/planters may be located in the Common Area immediately in front of an Owner's home. Pots/planters may be of varying sizes not to exceed 16" x 16" length and width, diameter or height and be of earth tone colors consistent with Southwestern décor. Hanging plants are not permitted in the front area.
- b. In the rear deck or patio area, no restrictions are imposed on containers located on tables or freestanding floor racks. A maximum of four hanging plants in earth tone containers are allowed suspended from the wood ceiling, not from the stucco beam above the ledge. Only hanging plants may be hung from the deck ceiling. **CAUTION:** The ceiling has a 3/8" textured plywood covering and, depending on the type of hanger used, will not support a heavy hanging plant. Under the plywood covering are 2x6 beams with 24" centers. Placing a screw-type hanger into the 2x6 joists will ensure you have a solid hanging base. Because of the high probability of damage to the thin layer of stucco, plants are not to be placed on the deck ledges.
- c. One hummingbird feeder is permitted in the deck area. If a hanging feeder is used, it should be suspended from the fascia outside the deck area. The fascia is the thin wood facing that runs the length of the building and is approximately 3/4" thick and 8" high. A screw-type hanger placed at the bottom of the fascia is the proper method for placement. If you are unsure of the proper location and hanging method, please ask a Board member for clarification. The liquid in the feeder will be clear (no food coloring which, if spilled, will stain the stucco). Seed feeders are not permitted. Seed spills create a very unattractive mess in the stone area and promote weed growth.
- d. A flagpole is defined as a pole standing on a base or imbedded in the ground and is not permitted. One flagstaff per town home may be affixed on the exterior wall of the town home, using an attachment so that as little damage as possible is caused to the stucco. If the attachment causes damage because of the installation, wind, or some other agency has pulled the attachment from the wall, the owner is responsible for repair of the damage at his/her expense. Contact the Property Manager for advice on materials, etc., to affect an acceptable repair. Please note that Service flags may be displayed in the same manner as the American flag with the same restrictions.
- e. One wind chime in the deck area is permitted. Previously cited noise guidelines apply.
- f. One wall-mounted decoration, not to exceed 24" by 24" is permitted in the front entryway. Door-mounted decorations to celebrate holidays, such as wreaths, are also permitted. No more than three decorations with a combined area of 36" by 36" are allowed in the deck area.

- g. In the front of each townhome, a maximum of two chairs, or one bench, (excluding chaise lounges) and one small table may be placed in the Common Area. Approved furniture is wrought iron only in colors green, black, white or beige.
- h. Individual owners may not make any landscaping changes.
- i. All exterior pots will be removed and stored out of sight by October 31<sup>st</sup> of each year.
- j. Tree rings in the Common Area in front of town homes are not permitted.
- k. Requests for decorations in front of townhomes must be submitted in writing to the Architectural Control Committee for consideration and approval.
- l. In the event SMTOA will cause maintenance or repair activities to be accomplished on the exterior of a building, the owner is responsible for removing all attachments added to the exterior of the town home. Advance notice will be given to the affected homeowner to allow time to remove the attachments.

**14. SEASONAL DECORATIONS:** Winter holiday decorations and wreaths, with or without lights, are permitted on the front door and/or around the exterior garage lights. The trees and shrubs in the front of a town home may be decorated with mini-lights. No lights may be attached to the exterior of a town home if the attachment involves penetration of the stucco or trim of the building. Requests for any type of winter holiday decorations to be displayed in the Common Area must be submitted to the ACC for consideration. For the holiday season, all decorations, including lights, must be removed by January 10<sup>th</sup>. Decorations used to celebrate other federal, cultural or religious holidays must be removed within three days following the holiday. Requests to place any items in the Common Areas in celebration of these holidays must be forwarded to the ACC for consideration. PLEASE NOTE: Placing items in the ground in front of the town home may damage watering systems and the ground cloth that prevents weed growth. If that happens, the owner shall be responsible for damage repair costs.

## **FEES**

Association fees may be paid to the Property Manager by using automatic electronic withdrawal, deducted from your specified financial bank account on the 5<sup>th</sup> of each month. Forms may be obtained via requests to the Property Manager. Monthly assessment fees for each owner are otherwise *due on the first day of each month*. Fees not arriving at the PM's business location on or before the last day of the month are considered delinquent and may be assessed a \$10 late fee each month. Special Assessments are due within 30 days of notification. All delinquent assessments shall be collected pursuant to the Association's collection policy.

## ANTENNA AND SATELLITE DISH INSTALLATION

Sun Mesa Townhome Owners Association, Inc.

6015 Lehman Drive, Suite 205

Colorado Springs, Colorado 80918

Office (719) 594-0506 Fax (719) 594-0473

Email: darren@zandrmgmt.com

Dear Sun Mesa Owner or Resident:

Please review this ACC policy of the Sun Mesa Townhome Owners Association regarding Antenna and Satellite Dish Installations. Additionally, a copy of the *Notification of Intent for Dish/Antenna Installation* and the *Application for Approval to Install Mast in Excess of 12 Feet above Roofline* are provided. If you have any questions, comments, or concerns about how this process relates to you, please feel free to contact the Board through the Association's Management Company immediately so that we may attempt to resolve such issues. If you are renting your home at Sun Mesa, you must have the written consent of the Owner before filing your notification with the Association.

As you may be aware, the Federal Communications Commission (FCC) has issued rules, which allow residents of townhome communities to install satellite dishes or antennas on their property with regard to appearance, installation, and location. We ask you to pay particularly close attention to this policy regarding the acceptable location(s) for satellite dishes. **THE ORDER OF LOCATION CONSIDERATION FOR SATELLITE DISH INSTALLATION IS (1) INDOORS, (2) WINDOW WELL, (3) PATIO/DECK (EITHER ON THE DECK OR UNDERNEATH THE DECK, OR (4) LOCATION OFFERING LEAST VISIBILITY WHEN VIEWED BY OTHER HOMEOWNERS.** Please note that the FCC rules do not allow residents to install satellite dishes or antennas on common areas.

Dishes and antennas must be properly located and installed in order to receive an acceptable signal. Therefore, **you are strongly advised to ensure good reception is possible before purchasing equipment, signing any agreement for rental of equipment or subscription to any satellite service.**

Owners are encouraged to have the dish or antenna installed by a professional installer. Any installation must be in compliance with manufacturer's instructions, applicable safety codes and the Association's governing documents and rules. Owners will be liable for any personal injury, property damage, and voiding of warranties that occur due to the installation of any dish or antenna.

Before installing any dish or antenna, you must first fill out the ***Notification of Intent for Dish/Antenna Installation*** form and file it with both the Association's management company and the Chairman, Architectural Control Committee. You may then proceed with the installation ***unless for some reason you are unable to comply with the policy, in which case you must obtain permission from the Association by contacting the Association manager to complete installation.***

We hope this helps address questions, which you may have relating to the installation of satellite dishes and antennas. If you have any questions regarding items not covered herein, contact the Association's management company.

Sincerely,

Board of Directors and ACC  
Sun Mesa Townhome Owners Association, Inc.

**Notice of Intent to Install Antenna  
On Individually-Owned or Exclusive-Use Area**

**Type of Antenna:**

1. Direct Broadcast Satellite:     18-inch:     other:     size: \_\_\_\_\_
  
2. Television broadcast:
  
3. Multipoint Distribution Service:     size: \_\_\_\_\_

Identify the Installation Location: Patio:     Rear-Deck:     Balcony:     Other:

If Other,

Describe: \_\_\_\_\_

Company performing the  
installation: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date Installation will be  
Performed: \_\_\_\_\_

Please indicate the method of  
installation: \_\_\_\_\_

Will the installation be in compliance with all association guidelines (which include  
manufacturers' guidelines and applicable building codes)? Yes     No

If no, please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation.

Is a mast necessary for reception? Yes  No

If yes, is the mast required to extend more than 12 feet above the roofline or extend to a height greater than the distance from the installation to the lot line? Yes  No

If yes, then you must complete the form for the mast installation.

I will comply with all of the Association's guidelines for installing, maintaining, and using antennas. I assume liability for any damage to Association and other owners' property that occurs due to antenna installation, maintenance, and use.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Unit/ Homeowners:

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Homeowners

Address: \_\_\_\_\_

Homeowners Telephone (day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

**If Rented, tenant's name.**

Tenants Name (If applicable):

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Tenants

Address: \_\_\_\_\_

Tenants Telephone (day): \_\_\_\_\_ Telephone

(Evening): \_\_\_\_\_

*Attach a copy of owner's written permission*

**Notice of Intent to Install Oversized Mast**  
**On Individually-Owned or Exclusive-Use Area**

Is a mast extending more than 12 feet above the roofline required for your antenna?

Yes  No

Is a mast extending higher than the distance from the installation to the lot line?

Yes  No

If you respond “yes” to either question, please provide your reasons why such a mast is necessary. Include a detailed drawing of the installation plans, including:

- Description of the antenna and mast
- Exact location of the mast and antenna installation
- Description of the manner and method of installation
- Total height of the mast and the height it will extend beyond the roofline  
*(Include an explanation of why the mast must extend to this height)*
  
- Manufacturers specifications regarding the installation of the mast

Please provide a copy of the certificate of insurance of the contractor installing the antenna and mast.

Also indicate a date and time that would be convenient for you to meet with the ACC or Board of Directors.

I will comply with all the Association's guidelines for installing, maintaining, and using antenna masts. I assume liability for any damage to Association or other owners' property that occurs due to mast installation, maintenance, and use.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Unit/ Homeowners:

\_\_\_\_\_

Homeowners

Address: \_\_\_\_\_

Homeowners

Telephone(day): \_\_\_\_\_ Telephone(Evening): \_\_\_\_\_

**If Rented, tenant's name.**

Tenants Name (If applicable):

\_\_\_\_\_

Tenants

Address: \_\_\_\_\_

Tenants Telephone (day): \_\_\_\_\_ Telephone

(Evening): \_\_\_\_\_

Attach a copy of owner's written permission

## **SMTOA MAINTENANCE GUIDELINES**

The SMTOA has contracted with a Property Manager (PM) to act under the guidance of the Board to provide maintenance and repair services as outlined in the Declaration. As the SMTOA contracting representative, the PM has the sole authority to commit the SMTOA to expenditure of funds, providing instructions to agencies with contracts with SMTOA and other maintenance and repair functions. Owners are responsible for all maintenance of the interior of their townhome. Some additional owner responsibilities for the exterior of their unit are listed below:

### **OWNER RESPONSIBILITY**

#### **1. LOTS TO BE MAINTAINED, Sections 5.1(a) & (b); 5.4; 7.7**

These sections are very specific about lot maintenance. Note that an owner shall not paint or change the appearance of the town home exterior without prior written approval of the Board; shall be responsible for cleaning any sidewalk or pathway and shall not alter, modify, expand, restrict or impair landscaping unless approved by the ACC and the Board. No condition shall be permitted on any balcony, porch, or deck which is inconsistent with the property usage and intent, and distracts from the appearance of the building. Conditions specifically include, but are not limited to, drying or airing of clothing or bedding on decks or patios, usage as a storage area, use as an exercise area. Any consideration for a hot tub must first be discussed with and approved, in writing, by the ACC and the SMTOA Board. Use of outdoor grills in the patio areas is permitted only if it does not disturb other owners or occupants. Personal items, bicycles, motorcycles, and other objects must not be left in the streets, driveways, parking areas or on sidewalks, graveled areas of lawns. Storage on walkways, sod or gravel areas, or on any part of the common area is prohibited. A townhome owner or occupant must secure written SMTOA Board approval before installing any kind of solar film or similar product on any windows.

## **2. MAINTENANCE AND REPAIR OF TOWNHOMES, Sections 5.1(a); 1.6, ASSIGNMENT OF LIMITED COMMON AREAS:**

- a. Each owner shall be responsible for glass surfaces, exterior light bulbs, doors, (including garage doors and openers), windows and screens. Exterior garage door painting is accomplished as part of the routine Association maintenance. All interior repairs are the responsibility of the Owner. The exterior stain color for the front door of each unit is **MinWax “Early American” #230**. The topcoat will be **MinWax Spar Urethane, Clear Satin finish**.
- b. Assigned Limited Common Elements shall be kept clean and neat by the Owner. In the event extensive repair is required, SMTOA will be responsible to accomplish the necessary construction (including, but not limited to replacing columns supporting decks and damaged concrete).
- c. Any modifications to the interior or exterior of town homes requiring wiring or plumbing must comply with approved codes of materials and workmanship, with documentation and applicable permits.
- d. Nothing shall be done in any town home that could damage the structural integrity of the building.
- e. The SMTOA insurance policy DOES NOT cover the personal contents of a unit. Each owner and/or occupant must arrange for insurance coverage for all losses and risks to personal contents growing out of the ownership and/or occupation of the premises.
- f. We encourage you to illuminate your exterior garage lights during periods of darkness to enhance community security. Installment of automatic light timers is encouraged.

### **SMTOA RESPONSIBILITIES**

**GENERAL:** The SMTOA, through the Property Manager, is responsible for the repair and maintenance of all exterior building surfaces, gutters, downspouts and the Common Area as more specifically set forth in the Declaration. If an owner identifies necessary repairs for those parts of his townhome, the PM should be notified. The PM will arrange and contract for the necessary repairs. As our contracting agent, the PM is responsible for snow removal, garbage pickup, and landscape repair and maintenance.

#### **1. GARBAGE AND REFUSE DISPOSAL, Section 7.14**

- a. No garbage, refuse, rubbish or cuttings shall be deposited on any street or the Common Area unless placed in a suitable container. Plastic bags are not considered suitable containers. A suitable container is defined as a container heavy enough not to be overturned by random acts of animals or by force of wind; must have lids which (a) can be firmly attached and should not come off when the container is overturned, (b) can be attached to the container body either by construction or any other device; and (c) deny access to contents of garbage can by birds or animals.

- b. All containers, except when positioned for collection, shall be stored inside the town home garage. To avoid attracting animals, trash containers should not be placed outside the townhome until the morning of trash pickup.
- c. Burning trash in outside incinerators, barbeque pits, or any other place in the Common Area is prohibited.
- d. SMTOA has contracted with a trash collection company for garbage/trash collection. Owners may use their own container, conforming to the definition above, or the company container. Various sized (35 gal, 65 gal, or 95 gal) containers can be obtained by calling the PM to arrange for the desired size. Owners are required to conform to the SMTOA's contracted removal company's policies concerning trash pick up.
- e. The trash collection company does pick up recyclable items every other Monday. A request for recycle containers should be given to the PM who will arrange delivery of the containers to your unit.
- f. Garbage pick up is currently scheduled for every Thursday.

## **2. LANDSCAPING**

The landscape contractor is responsible for the mowing, cleanup, fertilization, and watering of all landscape. Replacement and maintenance of shrubs and trees, based on the Maintenance Committee's or any Owner's recommendation, requires authorization by the PM with Board guidance.

## **3. COMMUNICATIONS**

The current PM is Z&R Management and their telephone number is 719-594-0506, e-mail DARREN@ZANDRMGMT.COM. If you call after normal business hours, leave a message on the voice machine. Be sure to follow the telephone instructions, especially in case of emergency. Please include your name, townhome number, telephone number, time and date, nature of the problem, and indicate Sun Mesa as the property.

## **4. ENFORCEMENT PROCEDURES, Sections 2.4 & 12.2**

Violation of any provisions or restrictions of the Declaration or the Rules and Regulations are subject to action as specified below.

- a. The first violation reported or noted by the PM or any Owner shall be reported, in writing, to both the PM and the Board. The PM will advise the violator, by letter, of the specific violation, citing the pertinent part of the appropriate governing document, and reminding the Owner of the necessity for compliance with those documents.
- b. If the violation is not corrected, the PM will advise the Owner by a "*Certified/Return Receipt Requested*" letter to cease or correct the violation within 15 days or the Owner will be asked to appear before the Board for a hearing. If the violation is not corrected by the 15<sup>th</sup> day following receipt of the letter, the PM will notify the Owner by "*Certified, Return Receipt Requested*" letter, to appear before the Board for a hearing.

- c. In the hearing, appropriate discussions between the Board and Owner will occur with the goal of agreeing to a solution. If no consensus is reached on a solution to the violation, the Board will decide on actions to be taken, including, but not limited to, dismissal of the violation, or a fine and/or instructions to the PM to effect correction of the violation if the Owner persists in continuing the violation. The costs of such corrections will be charged to the Owner.
- d. Fines may be imposed only after the written notice and the opportunity for a hearing with the Board. The first fine will be \$50. Subsequent fines for the same violation will double until \$200 is reached and will continue at the \$200 level until the violation is corrected.
- e. Any unpaid fines or charges will be treated as unpaid Association assessments and thus become a lien upon the unit. The Owner will be responsible for any attorney's fees or other costs that may accrue from any enforcement action.
- f. Time frames noted above may change at the discretion of the SMTOA Board and affected violators and the PM will be notified.

## **COMMITTEES**

Several committees have been established to serve the SMTOA. The Architectural Control Committee is established by Article VI of the Declaration of Covenants, Conditions and Restrictions of Sun Mesa Town Homes. Article V of the Bylaws of Sun Mesa Town Home Owners Association, Inc., establishes the Nominating Committee. Other committees described below are ad hoc. All committees report directly to and operate under the guidance of the SMTOA Board of Directors.

### **Architectural Control Committee**

The ACC consists of Board members and volunteer representatives from the community and are appointed for a one-year term by the Board of Directors, SMTOA. Guidelines governing the ACC, in general, are contained in the SMTOA Declaration, specifically in Article VI.

### **Nominating Committee**

The Nominating Committee is a standing committee composed of a Chair, who shall be a Board Member and at least two other members of SMTOA in good standing. The term shall run from Annual Meeting to Annual Meeting, beginning before each meeting and terminating at the adjournment of the next meeting. Guidelines are in Article V of the SMTOA Bylaws. The Committee shall nominate candidates from the members of the SMTOA in good standing and in numbers at least equaling the number of Directors whose term expires with each Annual meeting.

**Social and Welcoming Committee**

The Board appoints the Social and Welcoming Committee members from the SMTOA community for a one-year term. The committee is responsible for arranging social events and functions and welcoming community newcomers.

**Maintenance Committee**

The Maintenance Committee is an ad hoc committee appointed from community members in good standing by the Board for a term of one year. It shall make recommendations to the Board to ensure requirements of the Declaration are fulfilled, and on other matters to ensure the appearance and value of the community is maintained or improved. The committee works closely with the Property Manager. The Maintenance Committee operates under the Maintenance Charter, approved by the Board.

**NOTE: WE HOPE YOU HAVE AN OPPORTUNITY TO REVIEW THE INFORMATION PROVIDED IN THIS BOOKLET. WE ARE RECEPTIVE TO YOUR COMMENTS AND ADVICE IN ORDER TO DILIGENTLY SERVE ALL SUN MESA TOWN HOME OWNERS.**