



VISTA POINTE
TOWNHOMES
HANDBOOK
2006

PLEASE KEEP THE
HANDBOOK WITH THIS
UNIT: _____

VISTA POINTE HANDBOOK

IMPORTANT PHONE NUMBERS

Emergencies	911 or 303-794-1555
Kaye Welch, Property Manager	303-745-2220
Arapahoe County Sheriff	
(Non- Emergencies or to report a crime)	303-795-4711
Animal Control	720-874-6750
Trash Removal/Alpine Waste	303-744-9881
Toxic Trash Pickup	800-449-7587
Permits, Centennial Licensing Office, for Permits	303-754-3306
Urban Drainage and Flood Control	303-455-6277
Arapahoe County General Information	303-795-4400
Motor Vehicles Department	303-795-4500
South Suburban Parks & Recreation District	303-795-4500
UTILITIES	
South Arapahoe Sanitation District	
Sanitary Sewer Service and Sewage Backup	303-985-3636
After hours emergency	303-288-2020
Sewer questions	303-985-3636
Excel Public Service	
Gas Leaks/ call Fire Department	911
Electrical	800-895-1999
Gas	800-895-2999
Quest Telephone Service	800-244-1111
Repair Home Service	800-573-1313

WELCOME TO ALL RESIDENTS AND OWNERS

This handbook was prepared as a handy reference guide for owner and other residents. Please read to learn about the policies of the Vista Pointe Townhome Association.

ABOUT THE ASSOCIATION

When you purchased at Vista Pointe, you automatically became a member of the Condominium Homeowners Association. Being a member carries benefits and responsibilities. If you are a renter at Vista Pointe, you also have benefits and responsibilities.

Purpose: The purpose of the association is to govern the Condominium Community, to preserve and enhance the property value of Vista Pointe Townhomes, to preserve the common elements, to protect our mutual interests, and to assure the highest quality of living for all residents.

Governing Board: The Association, through its Executive Board, manages the community as provided in the Declarations to protect the value and desirability of Vista Pointe. The board meets regularly to conduct the association business. A homeowners meeting is held when needed during the year to allow the unit owners to address the board with any concerns.

The current board members are:

President	Don Johnson	303-761-5911
Treasurer	Karen Weerts	303-713-1123
Secretary		

Property Management: The Board of Directors has contracted with the professional property management firm of Western States Property Services to handle the technical and day-to-day matters of the association. Western States' address and telephone numbers are as follows:

Kaye Welch, Property Manager
Western States Property Services, Inc
10020 E Girard Avenue, Suit 175
Denver, Co 80231
Phone: 303/745-2220 Fax: 303/745-3335
E-mail: kayewelch@hotmail.com

THE ASSOCIATION DECLARATIONS AND BYLAWS

The Condominium Declaration is the document that establishes the property rights and obligations of the association and the homeowners. The By-laws outline the procedural requirements of administrative functions. Every resident should have a copy of both documents.

Vista Pointe is a Condominium Covenant Community. As an owner or tenant you automatically agreed to comply with the provisions of the Declaration, By-Laws, Articles of Incorporation, and the decisions and resolutions of the Association's Board of Directors when you purchased within the association.

MONTHLY MAINTANANCE FEES

Each homeowner pays monthly a fee for his share of the common operating expenses of the association as determined by the budget prepared each year. The maintenance fee is due and payable by the first of each month. If the fee is not paid by the 11th of the month, a monthly \$10.00 late fee is assessed. An interest charge may be assessed against the unpaid balance.

Items covered by the maintenance fee include, for example: trash removal, water and sewer, building fire and hazard insurance, management fees, building exteriors, roofs, lawns, shrubs, trees, parking lots, swimming pool, and common area maintenance.

Loss assessment coverage applies if you are assessed by the association for the deductible portion of a claim. The association may offset this deductible by assessing each unit owner. The loss assessment coverage would pay for the assessed amount, due to a direct loss, minus your personal HO6 property deductible. Check with your insurance agent.

Homeowners that rent their unit should purchase a rental condominium policy (landlord's policy). The landlord's policy should offer unit coverage, personal property coverage, liability coverage as well as loss of rents in the event the unit must be vacated while being repaired/rebuilt.

Renters should have renters insurance to protect their personal items and cover liability.

DESIGN AND REVIEW COMMITTEE – Section 6:16

No modifications of any kind may be made to the exterior walls, roofs, doors, windows, balconies, landscaping, or any common or limited common element by any resident unless the desired work is first reviewed and approved by the Design and Review Committee. If changes do occur without authorization, the homeowner, at his/her expense, may be required to restore the same to its original condition.

OWNER/ASSOCIATION MAINTENANCE RESPONSIBILITIES

ASSOCIATION

Please see the attached responsibility chart. It defines the Association and Unit owner's responsibilities. Refer to Addendum A.

Maintenance of the Common Elements, as defined in the Declaration, is the responsibility of the Association. These items include, but are not limited to: The building exteriors, roofs, lawns, trees, shrubs, landscaping, streets, driveways and parking lots. The Swimming Pool is maintained by Bella Vista. Vista Pointe pays Bella Vista a share of the maintenance costs.

HOMEOWNER – Section 6.3, 6.12

Each Unit, at all times shall be kept in a clean, sightly, and wholesome condition. No bicycles, kayaks, sport or recreational equipment, trash, litter, junk boxes, container, bottles, cans, implements, machinery, lumber or other building materials may be left exposed to the street or neighboring unit. The association has the right to enter, replace, maintain, repair and clean up units that do not meet the above conditions. The Owner may be charged all costs incurred.

Each homeowner is responsible for maintaining the interior of his/her condo including the floor and wall coverings. The homeowner/tenant shall do no act or work that will modify the structural soundness of the building or alter its exterior appearance, including adding to, removing, or modifying the landscaping.

No modifications of any kind may be made to the exterior walls, roofs, doors, windows, entry ways, porches, patios, or any common element or limited common element by any resident unless the desired work is first reviewed and

approved by the Design and Review Committee plus the Board of Directors. If changes do occur without authorization, the owner, at his/her expense, may be required to restore the same to its original condition.

POOL RULES

Please abide by Bella Vista's Pool Rules as posted at the pool.

TRASH/GARBAGE REMOVAL

Garbage may not be put out earlier than the night before for pickup and garbage cans must be put back in individual garages no later than the evening of pickup.

WINDOWS and DOORS

If you are considering replacing your windows or doors, or installing storm windows or doors or security doors, you must receive approval from the Design and Review Committee. A building permit may also be required.

It is the responsibility of all the unit owners to maintain, in good condition, screens on all door and windows capable of being opened. Color must be consistent with the screens on the rest of the property.

No plastic film may be put on the outside of any windows, doors, patio opening or porches. No silver reflective window coverings may be installed on the interior or exterior of any window. All window coverings shall be installed so as to show a neutral, solid color from the exterior. Interior window coverings must be attractive and well kept.

BALCONIES and PATIOS

Balconies and Patio/Decks are not designed to be storage rooms. Items that can be placed on the decks are flowerpots, live foliage, and patio furniture.

Patios and decks are not to be used for drying clothes or laundry, including bathing suits and towels.

Balconies are not to be used as pet runs.

No garbage or garbage cans may be placed or left on patios or balconies.

REPAIRS

All repairs of internal installations of the units, such as water faucets, light fixtures, electrical outlets and switches, plumbing fixtures, furnaces, air conditioners, thermostats, telephone wiring, doors, windows and screens, electrical equipment, kitchen cabinets and all appliances shall be at the homeowner's expense. Homeowners are responsible for the cost of any limited common element repair, including concrete. If such repairs require turning off any building utility systems, you must first schedule the work with the Managing Agent to avoid inconveniencing your neighbors.

Renters should be notified by their landlords, that most of the internal repairs are not the responsibility of the Association or Managing Agent.

BUILDING PERMITS, LICENSED CONTRACTORS

Licensed Contractor – Make sure the contractor you hire holds a City of Centennial license. You may call the Licensing Office at 303-754-3306

Building permits are required for any construction including the following:

- *Finishing basement
- *Window replacement
- *Addition, removal, or movement of interior walls, or installation of new drywall
- *Any changes to water, drain, or gas lines
- *Furnace, Water heater, or Air-conditioner addition or replacement
- *Additions to electrical wiring
- *Installing or replacing gas logs, fireplace or wood burning stove

TREES and BUSHES

All trees and bushes are the property of the association and are not owned by the individual homeowners. Trees and bushes will be maintained by the association either through volunteers or a landscape company. Homeowners may not give any instructions to any landscape workers or volunteers as they work under the direction of the board. If you have a complaint, direct it to the Property Manager, not the worker or volunteer.

The association has a Bush Maintenance Policy and you may obtain a copy from your board.

No flowers, plants, gardens, trees, bushes, vines or other shrubbery are to be planted on the property without prior Board approval. This approval must go through the Design and Review Committee.

No trees or bushes are to be removed from the property without approval of the board. Charges for replacement will be assessed to the member responsible for such removal if not approved.

***Our bush trimming policy follows the Sheriff's Department's recommendations that our shrubbery is pruned so no hiding place is provided in front of doors or windows.

SNOW REMOVAL

The Board of Directors has the task of balancing the budget and providing snow removal services for Vista Pointe.

Parameters for the determination of services required are as follows:

- *Snow removal to be scheduled when the snow accumulation reaches the guidelines set by the board
- *Plowing of streets to be scheduled when snow accumulation is over four (4) inches in the streets
- *Shoveling of sidewalks and driveways will be scheduled when the snow accumulation is at least two (2) inches on walks and drives
- *Shoveling will be completed on sidewalks, driveways, steps and pathway to the front door. This does not include the whole porch or patio

GARAGES - Section 6.7e

All garage doors should be closed as frequently as possible. The sheriff has requested that homeowners comply to reduce burglaries. In addition, the visual effect of closed doors helps to preserve the appearance of the community.

For security, outdoor garage lights are to be kept in working order. If your light burns out, please replace it promptly. If you need help, contact one of the volunteers.

Garages are not to be used as storage areas or living space. Your garage should always have the space available to park two cars.

SOLICITING

Soliciting is prohibited on the property. Signs stating "No Soliciting" are posted on the brick wall at the entrance to our property. Police may be called to remove solicitors from the property if the solicitors have been requested to leave the property once and have not complied.

SIGNS – Section 6.13

No signs of any kind are allowed on the property, except real estate signs, unless approved in writing by the Executive Board. Political signs are restricted according to SB-100.

CABLE TV, ANTENNAS and SATELLITE DISHES - Section 6.5

The association has adopted a policy concerning satellite receiver dishes and TV antennas in compliance with the FCC requirements. The placement of satellite dishes and routing of related cables requires prior Board approval. Please read the association Declarations, Pg. 14, Section 5.5 for detailed information. If you are interested in installing a receiver dish, contact the Design and Review Committee or the Property Manager to obtain a copy of the application for request for approval prior to such installation.

The satellite antenna must be painted to blend with its surrounding and must include adequate screening to screen the dish from neighboring units.

CLOTHESLINES and STORAGE – Section 6.9

No clotheslines, drying areas, service yards, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted in Vista Pointe.

PARKING or VEHICULAR REPAIRS – Section 6.7

"Vehicle" is to be defined as any automobile, van, boat, trailer, camping, boat, or hauling trailers, motorhome, motorcycle, or any oversized vehicle and others identified in the Declarations.

Visitors may park in owner's driveway or one of the three guest/visitor parking areas. See map for guest parking areas.

Guest parking lots may be used for a maximum uninterrupted period of seventy-two hours. If there are special circumstances that require a vehicle to be in a guest parking space more than 72 hours, the owner must contact the Property Manager who will consult with the Board to see if a variance is appropriate. Homeowners and tenants will be responsible for the legal parking of their family members, guest, their own tenants, and their tenant's family members and tenants' guests. Any violators may be towed at the owner's expense.

Vehicles should not be parked in the drive behind Units 4000, 4002, 4004, 4006, 4008, and 4010 or in the alley between 4031 and 4033 so the drives may remain open for emergency vehicles such as fire trucks.

The following vehicles are not allowed to park within the Vista Pointe area: Boats, trailers, motor homes, motorized recreational vehicles, oversized or commercial vehicles. These vehicles may only be parked in the personal garages of residents.

No vehicle on the property shall be parked in such a manner as to impede or prevent ready access to any entrance. No one may park or store oversized vehicles, commercial vehicles, boats, trailers, recreational vehicles, or abandoned or inoperable vehicles in Vista Pointe. These vehicles may be towed at owner's expense. Exceptions made according to SB-100.

Vehicles occupying more than one parking space, vehicles creating a health or safety hazard, or vehicles negatively impacting the welfare of the residents of the property may be towed without notice. Costs associated with vehicle removal shall be the obligation of the owner of the vehicle and shall not be the responsibility of the Association.

No maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle may be performed or conducted outside of the garages.

MAIL BOXES and SERVICE

For your convenience, packages, which will not fit in your mailbox, will be left in the parcel post lockers at the kiosks rather than returned to the post office. A key to the locker will be left in your mailbox.

Tampering with mailboxes is a Federal Offense and will be reported to the Post Office if witnessed.

KEYS

The Association or Property Managing Agent does not have keys to the individual units or mailboxes. These keys and locks are the responsibility of the homeowners. Should the key to your mailbox be lost, you will have to replace the lock at your expense. Contact the post office about lock replacement.

HAZARDOUS ACTIVITIES - Section 6.10

No activity that is unsafe or hazardous to persons or property shall be conducted. This includes discharging firearms and having an open fire.

SECURITY

All residents are urged to promote security for our area. If you observe a suspicious activity call Arapahoe County Sheriff at 303/795-4711. If you have an emergency or see a crime/vandalism in action call 911.

NUISANCES - Section 6.6, 6.8

No resident shall conduct any activity on the premises that interferes with the peaceful enjoyment of the premises by other residents. This includes playing loud music, bright lights, whistles, bells, having disruptive, late-night parties, or performing any immoral or illegal acts. If you have a problem with someone creating such a disturbance, it is suggested that you do the following:

1. Talk to the person creating the disturbance and see if it can be resolved peacefully.

2. If nothing is successful, call the Sheriff's office at 303-795-4711.

In addition to any criminal liability, resident disturbances that violate neighbors' rights to privacy and peace of mind shall be subject to fines at the discretion of the Board of Directors and/or penalties from the judicial proceedings as provided by the Declarations.

ANIMAL and PETS - Section 6.4

All residents must obtain written permission from the manager, or board, to have an animal, including cats, dogs, birds, & reptiles. The permission is revocable if the animal becomes obnoxious or vicious to other residents. All animals must be kept on a leash at all times in common areas.

Pet owners are responsible for the removal of solid wastes from their pets at the time of occurrence.

No excessive noise or odor from any animal will be permitted.

Pets shall not be leashed to any part of the buildings or common elements.

Repairs of any damage to the property will be charged back to the pet owner.

Complaints concerning abused animals, barking dogs or animals running loose should be addressed to Animal Control at 720-874-6750. Animals may not be left unattended on Common Elements. Fines may be assessed for violations at the Board's discretion in accordance with the enforcement policy.

BIRD FEEDERS

Bird Feeders are allowed unless the feeder attracts numerous pigeons. Pigeons, in sufficient numbers, can cause significant damage to roofs and may be a health hazard. If they become a nuisance, the association may require the feeders to be removed.

ANTS

Ant problems are the responsibility of the homeowner. An ant killer that works well is Spectracide "Triazicide" or Ortho "Ant-B-Gone", both available at Home Depot. Big Tool Box also carries Bayer "Power Force."

COMPLAINTS

A homeowner may make a written complaint regarding any violation of bylaws or rules and regulations. All written complaints should list the time & date of the violation. The written complaint should be signed and forwarded to the property manager.

ADDITIONAL ITEMS

Personal property, such as toys, tools, etc., may not be left unattended on the General Common Elements.

Holiday decorations will be allowed on the Limited Common Elements only. The holiday decorations may be displayed for 30 days before the holiday and must be removed within 15 days after the holiday. Christmas lights are allowed during the period of Thanksgiving to New Year's Day. After this period, the lights must be removed. Wreaths, welcome mats, etc., placed on the front door or patio/porch shall be allowed and subject to Board disapproval at any time so deemed by the Board.

Other deck/porch decorations shall be limited to three per condo. This includes hanging decorations.

Only authorized maintenance personnel may walk on the roof areas.

Persons participating in activities shall not create a nuisance or safety hazard for themselves or other persons in the common areas.

**Please be aware that any destruction of property becomes the responsibility of the owner of the unit where the violator resides or is visiting. Any damage to the common areas and property that is caused by the unit owners, their tenants, families, or guests shall be repaired at the unit owners' expense.

Electric, irrigation sprinklers and heads, and irrigation control boxes are an association responsibility and are not to be opened, broken, written on, or damaged in any way by unauthorized persons.

Any intentional act or neglect of an owner, their family members, guests, or tenants resulting in loss or damages shall be the financial responsibility of the owner.

**It is highly recommended that owners replace all washer hoses with steel mesh hoses to protect from water damage, and have their dryer vent cleaned out regularly.

ENFORCEMENT PROCEDURE

The following enforcement procedures were adopted by resolution of the Board of Directors of Vista Pointe Townhome Association ("the Association") pursuant to Colorado law at a regular meeting of the Board

RECITALS:

- A Pursuant to Colorado Revised Statute ("C R S ") 38-33.3-209.5 (1)(b)(IV) the Association is required to adopt a policy concerning the enforcement of the Association's governing documents
- B C R S 38-33.3-302(1)(k) allows the Association to levy reasonable fines for violations of the declaration, bylaws, and rules and regulations ("the Governing Documents") provided notice and an opportunity to be heard is given to the Member prior to the fine being imposed
- C C R S 38-33.3-302(1)(d) authorizes the Association to institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community. In the event the Association prevails with its claim C R S 38-33.3-123 allows the Association to seek reimbursement of its reasonable attorney fees and costs
- D For the benefit and protection of the Association and its Members, the Board deems it desirable to establish and operate by procedures to insure due process in cases where an Owner or tenant, their family Members, their guests or invitees are alleged to have violated provisions of the Governing Documents

THEREFORE, IT IS RESOLVED:

That the following procedures shall apply to a violation of the Declaration, Bylaws, or the Rules and Regulations. However, this resolution shall not apply to those sections of the Declaration and Bylaws concerning payment and collection of assessments

1. Informal Resolution of Violation

Any Owner, Owner's tenant, or agent of the Association may directly request that an Owner or resident cease or correct any act or omission, which appears to be in violation of the Governing Documents. It is the preference of the Board that residents of the community attempt informal resolution prior to seeking formal resolution

In the event the perceived violation is also a violation of Federal, state, or local laws or regulations, the Board may request the complaining resident to contact the appropriate government entity to report the perceived violation

In some cases the Association may be more reluctant to institute litigation than is the complaining Member. The Association would like this opportunity to advise the Members that any person subject to the Declaration and the Colorado Common Interest

Ownership Act may institute legal or equitable proceedings to enjoin violations of the Declaration or the Act, and if successful, the complaining party is entitled to seek reimbursement of their reasonable attorney fees and costs.

2. Mediation

The Association encourages residents of the community to mediate with their neighbors on issues that impact the party's involved but not necessarily other Members of the community. The Association intends to use mediation as a tool to address complaints alleging violations of the Association's governing documents; the decision of whether or not to employ mediation will be within the reasonable discretion of the Board of Directors.

3. Formal Resolution of the Violation

A. The Board or its agent may initiate Formal Resolution of violations upon observation of a violation. no written notice of violation is necessary.

B. Residents of the Association may initiate Formal Resolution of violations by filing a written notice of violation with the Association via mail or hand delivery to its management company, in care of the Board. Said notice of violation must clearly indicate the specific nature of the violation, the date, time and location of the violation, the witnesses of the alleged violation, and the name(s) or Unit number of the violator(s). At this time, the name of the Owner(s) or resident(s) making the complaint will not be divulged to persons other than the Board of Directors and its agents.

C. If within the discretion of the Board, the written notice does not allege facts necessary to constitute a violation, the complainant will be notified in writing as to why no action was taken. The complainant may request a reconsideration of the complaint at a subsequent meeting of the Board. The complainant is required to attend this meeting.

D. If the Board, having reviewed the allegations contained in the notice, believes a violation of the Association's governing documents has occurred, the accused individual, or the Owner if the accused individual is a tenant, family Member, guest, or invitee, will be notified in writing that a complaint has been made citing the nature, date, time and location of the violation. The person charged shall have twenty (20) days from the receipt of this notification to request a hearing with the Board. Failure to respond to such notification will be construed as an admission of the violation, at which point the Board may levy a reasonable fine against the Owner(s) for the alleged violation.

E. If the person charged with a violation responds requesting a hearing, a hearing shall be set and written notice of the date, time and place of hearing, together with a copy of the hearing procedures shall be provided to the accused.

F. The hearing procedures shall be as follows:

1. The Board, through its Chair, shall direct the proceedings at the hearing. The person charged, the person's representative, the other Members or residents may speak only after being recognized by the Chair.
2. The Chair will describe the specific provision of the declaration or rule or regulation, which is said to have been violated, including the date and place, or read the written complaint to the person charged.
3. The person charged shall be asked to admit or deny the charge. The person charged may speak for himself or may be represented by counsel throughout the hearing. Failure to respond or attend the hearing will be construed as an admission of the alleged violation.
4. If the charge is denied, the complaining witness or other witness having personal knowledge of the facts supporting the alleged violation shall be required to describe the details and circumstances giving rise to the violation of the Governing Documents at the hearing.
5. The person charged shall have the opportunity to confront each witness who testified against him, and offer a defense to the actions or omissions giving rise to the alleged violation of the Association's Governing Documents.
6. When all complaining witnesses have been heard, the person charged may make statements in rebuttal, and may provide witnesses in support of that position. The Chair may ask questions of each such witness in turn.
7. The Board shall have the opportunity to question any witness or involved parties if it so desires.
8. At the conclusion of the hearing, the Board shall discuss the statements and vote whether or not the person charged violated the provisions of the Association's Governing Documents. A majority vote shall control. The result of the vote shall be recorded in the minutes of the meeting, and announced to the person charged and the party or parties who filed the Complaint.
9. If the Board levies a fine, the Board shall provide written notice to the Owner of the fine and the date payment of the fine is due. In the event the Owner fails to pay the fine consistent with the notification, appropriate legal action may be initiated by the Board of Directors to collect the fine.
10. The Board of Directors must use reasonable discretion in levying fines in accordance with the severity of the violation. The following is a schedule of the presumptive fine range for ordinary violations of the Governing Documents:

First Violation	a warning letter
Second Violation	up to \$25 00

Third Violation up to \$50 00
Fourth and Subsequent Up to \$100 00

4. Miscellaneous Provisions:

Person charged shall include the Owner of real property subject to the Association's Governing Documents whether it is a natural person or a legal entity

Continuing violations shall constitute a separate violation for each 24-hour period the violation exists

Fines for violations of the governing documents will be imposed against the Owner and the real property subject to the Declaration

Any and all money collected from such fines may be deposited in the Association's general operating fund

In the event the violation is of a continuing nature or if the violation constitutes a threat to the health, safety, or welfare of the residents or the property within the community, the Association acting through the Board of Directors may institute an action in a court of competent jurisdiction seeking injunctive relief to abate the violation without proceeding through procedures set forth in 3(D), 3(E), or 3(F) above. Nothing in this paragraph constitutes an election of remedies nor precludes the Board from levying fines as set forth above while at the same time seeking injunctive relief for violations of a continuing nature or violations that affect the health, safety, or welfare of the residents or the property

In the event it is determined the Association was the prevailing party in the suit the Association shall be entitled to seek reimbursement of its costs including reasonable attorney fees, court costs, and other legal costs; conversely, if it is determined the Owner was the prevailing party, the Owner shall be entitled to reimbursement of the same expenses and costs

In the event a Court of competent jurisdiction finds a provision of this Enforcement Policy void or otherwise unenforceable, the other provisions shall remain in full effect

Procedure adopted this 21st day of November, 2005 by Resolution of the Board of Directors of Vista Pointe Townhome Association

Vista Pointe Townhome Assn.
by Kyle Wilcox
its Agent

Notice of Violation

Date: _____

Your Name: _____

Your Address: _____

Your Telephone Number: _____

Your E-mail address: _____

Information regarding incident(s): (Please include as much information as possible)

Name of person committing the alleged violation: _____

Address of person committing the alleged violation: _____

Date(s) of alleged incident(s): _____

Please describe the incident(s) in as much detail as possible (use additional sheet(s) if necessary):

What statutes, covenants, or other rules were violated (please identify specific sections):

Did anyone else witness these incidents: _____

If the answer is "Yes," please state the witnesses' names, addresses and telephone numbers: _____

Please sign below:

Date

Please send completed form to:

Vista Pointe Townhome Association
C/o Western States Property Services
10020 E. Girard Avenue, Suite 175
Denver, CO 80231

Notice of Complaint

Date: _____

Name: _____

Address: _____

City/State/Zip: _____

Re: Alleged Violation

Dear _____:

The following information has been brought to the attention of the Board of Directors:

Information regarding alleged incident(s)

Date(s) of alleged incident(s):

If true, the alleged incident(s) violate the following statutes, covenants, bylaws, rules, regulations, policies, or procedures (include citations to specific provisions):

Pursuant to Colorado Revised Statute 38-33 3-302(1)(k) and the Associations policies this letter shall serve as written notice of the alleged violation of the provisions mentioned above. Violation(s) of the/these provision(s) may subject the Owner of real property within the community to fines which may also result in a lien against the real property subject to Colorado Revised Statute 38-33 3-316

This letter shall also serve to allow you an opportunity to be heard with regard to the alleged violation(s) prior to the Board considering fines for the alleged violation(s)

In order to be heard by the Board of Directors you must respond to this notice of Complaint within 20 days of the date of this Notice of Complaint by completing, signing, and returning this form as set forth below

The information regarding the alleged incident(s) is not accurate or the alleged incident(s) should not be a violation of the cited authority because:

(Use additional sheets of paper if necessary)

Please sign below:

Date

Please send completed form to:

Vista Pointe Townhome Association
Western States Property Services
10020 E. Girard Avenue, Suite 175
Denver, CO 80231

You will be contacted in writing to be advised of the date, time, and location for the hearing, or in the alternative that no hearing is necessary and no fine will be imposed.

ADDENDUM A

Vista Point Town Home Association, Inc

The Vista Point Town homes are CONDOMINIUMS built in town home style. This form is to help inform owners of the maintenance responsibilities of the Individual Owners and the Association. You may want to carefully read your Declarations, Page 2, Article 1, Section 1.2 (d, g, n).

The Association attorney, Richard Johnston, PC, and the Board of Directors have carefully reviewed the Amended and Restated Declaration of the Vista Point Townhomes and the Condominium Map to establish who has the maintenance responsibility for the items set forth below. Following is a breakdown of who is responsible for what.

Definitions:

Common Elements Property in Vista Pointe Community, other than the individual Units, which is co-owned by all Unit Owners and administered by the Association.

Limited Common Elements Those portions of the Common Elements designated by the Declarant or the Association for the exclusive use of one or more, but fewer than all, of the Units.

Statement: The Association is responsible to keep the property in good repair for the entire membership. However, if a Limited Common Element is in need of repair or replacement, the Association will see that the repair is made satisfactorily and is authorized to charge the cost back to the owner of the unit the Limited Common Element serves.

Maintenance Responsibility

Homeowner:

- Furnishings, carpet, appliances, cabinets, and all permanent fixtures
- Interior dry walls and unfinished surfaces, wall coverings and paint
- Ceilings: unfinished lower surface of the ceilings and below
- Floor coverings including carpet, tile, vinyl and hardwood
- Cable TV, Antennas and Satellite Dishes
- Window wells
- Crawl space: under kitchen, under basement sub-flooring, and basement
- Chimney maintenance & cleaning
- Exterior doors, including garage doors
- Windows, frames and glass
- Patio/balcony light fixtures serving that unit only, repair and/or replacement
- Must keep exterior of individual units such as balcony, deck, patio, sidewalk, and driveways clean, sanitary and aesthetically pleasing to exterior view

- Garage lights, light sensors and garage door opener sensors, rails and chains (If difficult for homeowner, please contact a neighbor or a board member for assistance)
- Pests inside the Unit coming in from the exterior, including wildlife and insects

The design and review committee must approve any exterior changes, in writing, prior to start of work.

Association: Common Elements - Items include, but not limited to:

- Roof shingles and underlay
- Sub flooring
- Exterior painting of buildings
- Gutters and downspouts
- Siding
- Lawn Care
- Trees
- Shrubs, Bushes, and Rock Beds
- Streets and Curbs
- Parking Lots
- Retention Pond
- Community entrance area and entrance island
- Property perimeter brick wall and fences
- Snow Shoveling to front door and Plowing
- Common Sidewalks
- Mailbox structure
- Unit driveway: repair/replacement is the responsibility of the Association unless damaged through cause or omission by negligence of the unit resident. Unit owner is responsible to keep the driveway clean, safe and in good maintenance

Association: Limited Common Elements (used exclusively by one unit)

If a Limited Common Element needs repair or replacement, the Association will see that the repair is made satisfactorily. The Association is authorized to charge the cost back to the owner of the unit the Limited Common Element serves.

- Patios, balconies, porches repair and replacement
- Exterior steps, stoop and/or stairs serving one condominium unit only
- Exterior utilities serving one condominium unit only, such as electrical box
- Air Conditioners and AC Equipment serving one condominium unit only
- Individual unit sidewalks, steps and walkways

Vista Pointe Townhome Association, Inc
Application for Exterior Alterations and Architectural Design Modification
Request must be submitted by 1st of month for consideration that month

Return completed form to: Western States Property Services Inc 10020 E Girard Ave #175 Denver CO 80231
Or fax to (303) 745-3335 attn: Kaye

(Please Print)

Unit No: _____ Submittal Date: _____

Owner's Name: _____ Home Number: _____

Street Address: _____ Work Number: _____

City, State, Zip _____ (Attach additional documents as necessary)

Describe the Improvement or Modifications: _____

Color: _____ Dimensions: _____

Construction Material: _____ Cost: _____

Contractor: _____ Location: _____

Attach a sketch of all modifications to this Application showing location and dimensions

ALL REPAIRS AND MAINTENANCE NECESSARY TO THIS MODIFICATION, OR TO THE BUILDING COMMON AREA, OR LIMITED COMMON AREA AS A RESULT OF THIS MODIFICATION SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE UNIT. ALL WORK MUST BE COMPLETED WITHIN 90 DAYS FROM THE APPROVAL DATE. THE DESIGN REVIEW COMMITTEE MAY GRANT 30-DAY EXTENSIONS IF A WRITTEN REQUEST IS SUBMITTED.

Homeowner's Signature: _____ Date: _____

The Design Review Committee will respond within 60 days from the receipt of your application

NO WORK CAN PROCEED WITHOUT AN APPROVED APPLICATION.

Date Received by DRC: _____ Date Reviewed at Meeting: _____

Date Returned to Homeowner: _____ Approved _____ Disapproved: _____

Comments by DRC: _____

DRC Signatures: _____ Date: _____

_____ Date: _____

All tenancies over 30 days must be subject to a written lease. Any owner who rents/leases a unit shall provide a copy of the lease to the Association within ten (10) days after execution.

It is the responsibility of the Owner who is leasing/renting to provide tenants with an Association Handbook with the Rules and Regulations of the Association.

Names, phone numbers and number of tenants per unit must be reported to the management company. A note must be included, and signed by the owner, stating that tenants have been provided with the information that Vista Pointe is a covenant controlled community and that the tenant has received a copy of the Handbook including Rules and Regulations.

INSURANCE – Article 8 (as provided by the association agent)

The Association carries a master insurance policy covering the buildings as provided in the Declaration. Premium payments are made monthly from the operating account. The policy is an all-risk, broadform, and replacement cost condominium package policy. The policy covers structure and liability of common elements. A copy of the policy is available from the Property Manager for copy costs.

If there were a covered property loss, the master association's insurance policy would rebuild the basic structure to the walls including fixtures initially installed by the developer. Unit owners are advised to carry an HO6 insurance policy on the improvements and personal property in their Unit.

The policy does not cover contents, furnishings, upgrades, casualty, and public liability exposure within each unit. The insurance agent strongly recommends that each homeowner, if living in unit, obtain HO6 insurance policy. The HO6 should include these four basic coverages: unit coverage, personal property coverage, liability coverage and loss assessment. The unit coverage should cover the amount of improvements done and items specified in the declarations as the responsibility of the owner. Personal property coverage should include all furnishings, kitchenwares including dishes, pots and pans, CDs, towels, linens, and personal belongings, etc.

The unit owner needs to purchase liability insurance for anything that occurs within their unit. Depending on your assets, you should consider purchasing a personal umbrella policy. When someone enters your unit, the liability exposure becomes yours. There may be liability to the owner outside the unit as well.

The master policy carries a \$2,500 deductible on all losses except for wind and hail damage, which is 1% deductible per building. In most cases, the unit(s) affected by a claim will be required to bear the cost of the deductible. Your individual policy may offer coverage for this deductible.

SPECIAL ASSESSMENTS

All homeowners are obligated to pay any special assessments, which may be created by the Association to meet extraordinary common expenses

TRASH REMOVAL

Trash removal is provided by Alpine Waste Solutions (Phone 303-744-9881) Recycling is not provided. Trash pickup is on Thursday morning and trash should be out by 7:00 AM. Trash may not be put out earlier than the night before pickup. Empty trash cans must be brought in by the evening of the trash pickup. Homeowners provide their own containers. You are allowed up to a total of 8 cans or equal. Trash removal is included in your monthly association fee. Large item pickups must be pre-arranged through Alpine Waste Solutions.

TOXIC TRASH PICKUP

Centennial residents may have toxic waste (old paint, automotive products including old motor oil and batteries, etc.) picked up for a \$20 fee. You will receive a big plastic trash bag and instruction sheet supplied by Curbside Inc. You can request pickup or get more information by calling 800-449-7587 or visit www.curbsideinc.com and click Residential Customers, then Arapahoe County.

MOSQUITOES

Arapahoe County checks and treats our drainage ditch weekly, during the season, for mosquitoes. This is the responsibility of the county, not the association.

RULES AND REGULATIONS

These Rules and Regulations are not meant as a replacement for the Covenants or Declarations you received upon the purchase of your condominium. The Rules and Regulations are intended to compliment the Declarations of the Vista Pointe Townhomes. In the event of a conflict between these Rules and Regulations and provisions of the Declarations, the provisions in the Declarations shall prevail. Section references can be found in the Declarations.

USE/OCCUPANCY-Section 6.1

Vista Pointe is a residential community and therefore any commercial and business uses with any adverse external effect on the nature, perception, operation or ambiance of the community, as determined by the Board of Directors, are prohibited.

RENTAL/LEASING PROPERTIES – Section 6.2

The owner of a unit has the right to lease their unit. Unit owners are liable and financially responsible to the association for any and all fines for violations of established Rules and Regulation of the Condominium Declarations, as well as damages caused by renters, guests, children and pets.

No owner may lease less than the entire unit.