RULES for Homeowners and Guests in the

Mountain Oaks Homeowners Association

March 2018

PURPOSE:

RULES are a guide to the Covenants and more fully explain Covenant guidelines and restrictions. RULES may be updated as needed to meet the needs of the changing community. It is suggested that new homeowners and guests read RULES first, before Covenants and Bylaws.

DATES of Implementation and Modifications:

Original: April 1, 2018
Modified: April 17, 2018 – Section 12
Modified: September 29, 2020 – Section 15
Modified: September 15, 2021 – Section 15

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Section 1. Architectural Control Committee (ACC)

The Architectural Control Committee (ACC) oversees all changes and maintenance to properties, including natural and manmade. This includes, but is not limited to:

Landscaping

Trees
Shrubs
Rock
Artificial Grass
Yard Maintenance

Color and Composition

House/Trim colors (brand, number, sample)
Re-Roofing (Specification/color – there are specific fire requirements for shingles; a sample must be provided)
Deck

Structural

New Windows
Dog Run
New Deck
Driveway Expansion
Fences
Flag Poles
Building Additions/Modifications
House Numbers
Mailboxes/Posts
Play Sets (other restrictions apply – operation during normal awake hours, noise level, consideration of neighbors, tethering for safety; must be located in back yard; subject to yearly inspections for safety and maintenance)
Trampolines (see restriction for Play Sets)
Exterior Lighting (other than customary fixtures)
Solar Panels
Storage Units
Accessory Structures

Other Property Projects as Required or Requested

Please note that all changes to property must also conform to city codes! It is the responsibility of the homeowner to make sure their plans meet city codes and that any permits must be purchased as required by the city.

Plans must be submitted to the Architectural Control Committee for approval ***before*** purchasing and beginning projects. These plans must include complete specifications showing pertinent details such as design, building material specifications, color scheme, location, horizontal and vertical space, grading.

The Architectural Control Request Form may be accessed from the website – mountainoakshoa.org – or by requesting from the MOHA. On the website (mountainoakshoa.org), find "Arch. Control Request Form" in the left navigation, click to open the page and locate the Request Form. There is an online fillable form and a printable form available. For questions please contact Steve Carmichall (719-332-6225/StCrmch@aol.com) or
Vince DeSandro (719-659-0331/vinced65@yahoo.com).

> *Covenant Reference Article1 DEFINITIONS, Section 113,page 2: "Structure" shall mean and refer to any thing or device other than trees and landscaping, the placement of which upon any building site might affect its architectural appearance including by way of illustration and not limitation any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, tennis court, fence, wall or outdoor lighting. "Structure" shall also mean an excavation or fill the volume of which exceeds five (5) cubic yards or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot or which affects or alters the flow of any water in any natural or artificial stream, wash, or drainage channel upon or across any Lot.*
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> *Covenant Reference Article XI, ARCHITECTURAL CONTROL, Section 1102, Review by Declarant, page 18. …no structure, whether residence, accessory building, tennis court, swimming pool, antenna, whether on a structure or on said Lot, flag poles, fences, walls, house numbers, mail boxes, exterior lighting, or other improvements, shall be constructed or maintained upon said Lot and no alterations or repainting to the exterior of structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building materials and color*

scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and grading plan shall have been submitted to and approved in writing by the Declarant [ACC], and a copy of such plans, specifications and Lot plans as finally approved, deposited with the Declarant [ACC].

Section 2. Reroofing

Wood shakes and shingles or other highly flammable materials are not approved for replacement roofs; these changes have been made for updated fire safety. If you are re-roofing, specifications and a sample must be submitted to the ACC prior to purchase. A Class 4 Hail and Fire Safety rating is recommended. Architectural shingles of composition materials are permitted with a minimum three-eights inch thickness required.

Covenant Reference Article IX, DENSITY, SETBACK AND QUALITY STANDARDS, Section 907 (e), page 13. All roof areas shall be of wood shakes, wood shingles, tile, slate copper, or such other material as may be approved by Declarant. Asphalt roofing materials are not permitted.

Section 3. Yard and Property Maintenance

Grass must be trimmed by regular mowing. Trees, shrubs, and other landscape plants must be maintained by regular pruning, weeding or removal.

Noxious spreading weeds such as Canadian thistle must be removed at first appearance (must be killed by removing roots or spraying).

Trees overhanging sidewalk must be trimmed to minimum 8-foot overhang.

Each Homeowner is responsible for property maintenance and repair as the effects of damage or deterioration become apparent.

The Association will not provide maintenance at cost to the Homeowner. The owner is responsible for all maintenance and may be subject to fines if repair and maintenance are not performed.

Covenant Reference Article IX, DENSITY, SETBACK AND QUALITY STANDARDS, Sections 901 – 914, pages 11-15.

Section 4. Firewise

Colorado Springs fire safety codes supersede Covenants. Therefore, existing scrub oak, or other vegetation deemed to be a fire hazard, may be removed as needed. In addition, trees, shrubs, or other landscaping that is dead or dying must be completely removed as a fire hazard. Scrub oak which is dead at the top must be removed. The ACC would appreciate a call to know of your plans.

Replacement of grass with rock or artificial grass must be approved by the ACC before purchase of materials.

Section 5. Trash

Trash that includes food which may attract bears and other wildlife may not be set out for pickup until trash day. Trash barrels must remain in garage as a safety measure to prevent attraction of wild animals.

Yard trash, such as bags of deciduous leaves and pine tree needles, may be accumulated in the side or back yard for next trash pickup.

> *Covenants Reference Article X. LIVING ENVIRONMENT STANDARDS, Section 1005, Trash, page 15. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material, or other refuse, or receptacles or containers thereof, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collections.*

Section 6. Parking

Parking on city street: Parking on any public street in the HOA neighborhood is subject to current city ordinances, which currently allow parking overnight. We ask neighbors to be respectful and not leave oversized or commercial vehicles, or trailers, parked along the city street.

> *Covenant Reference Article IX, DENSITY, SETBACK AND QUALITY STANDARDS, Section 902 Parking, page 11. No private passenger motor vehicles owned by,*

belonging to, used, leased or controlled by an Owner or his tenant shall be parked overnight on any street.

Parking on homeowner property: Motor vehicles may be parked in homeowner driveway or adjacent the driveway on hard surface such as concrete or pavers (must be approved by the MOHA ACC). Vehicles may not be permanently parked on grass or between houses. Vehicles may not block sidewalk.

Parking of oversized vehicles: Oversized vehicles, such as recreational trailers, may be temporarily parked in homeowner driveway not to exceed two nights.

Covenant Reference Article X, Living Environment Standards, Section 1012 Recreational Vehicles and Trailers, page 16. No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, motorcycle, any towed trailer unit, or truck excepting only pickups solely for the private use of the residents of a dwelling shall be parked overnight on any street or within any lot or building site except in a completely enclosed structure, or fully screened in a manner approved by Declarant so as not to be visible at ground level from any neighboring property or street.

Parking of storage vehicles: Trailers used for moving household goods may be temporarily parked in driveway for purposes of loading and unloading goods, not to exceed one week.

Consideration: Don't block the mailman's access to your mailbox. Don't park opposite someone's driveway – allow them room to back out.

Section 7. Easements

There is an easement of 5-foot strips along the front and side boundary lines of each lot, and 7 feet at rear boundary line for utility use and improvements.

Covenant Reference Article VIII, EASEMENTS, Section 801 (a) and (b), page 10.

Covenant Reference Article VIII, EASEMENTS *Section 806 Homeowners Easement, p. 11. An easement is hereby granted to the Homeowners Association, the Board of Directors, and to the Declarant, its officers, agents, employees and assigns upon, across, over, and in the Properties as may be necessary or appropriate to perform the duties and functions which they are obligated to perform pursuant to this Declaration or otherwise.*

Section 8. Garage Doors

Garage doors may be left open during outdoor work to facilitate work activity, but shall otherwise remain closed, both for appearance, safety, and to prevent house entry by bears.

> *Covenant Reference Article X, LIVING ENVIRONMENT STANDARDS, Section 1002Garage Doors, page 15. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.*

Section 9. Electronic Reception Devices

Current small-scale-style electronic reception devices are allowed to be placed for best reception, with consideration for neighbor's view.

> *Covenant Reference Article IX, Density, SETBACK AND QUALITY STANDARDS, Section 911, Antenna, page 14. No aerial or antenna for reception of radio or television or other electronic signals shall be maintained on the roof of any building nor shall they be maintained at any location so as to be visible from neighboring property or adjacent streets.*

Section 10. Signage

Signage provided by security companies and political campaigns are approved. Property for sale or rent signs are allowed. All other signage must be of an appropriate permanent or durable material and must be approved by the ACC prior to placement.

Signs may not be hand lettered or on paper. Signs must be professionally painted, lettered and constructed.

> *Covenant Reference Article X, LIVING ENVIRONMENT STANDARDS, Section 1015, Signs, Page 17.*

Section 11. Automotive Work

Minor repairs and servicing of personal goods (such as repainting furniture) and vehicles may be carried out in driveway or garage providing activity is confined to normal daylight hours. Major overhauls of vehicles are not permitted.

> *Covenant Reference Article X, LIVING ENVIRONMENT STANDARDS, Section 1014, Repairs, Page 17. No maintenance, servicing, repair, dismantling, or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from and street and from adjoining property.*

Section 12. Garage Sales

Garage sales are restricted to two per year in accordance with Colorado Springs city zoning requirements.

> https://permits.springsgov.com/Page.asp?NavID=1149&Print=True
>
> City zoning requirements restrict garage sales to two per household per year, and they are limited to two days in length per garage sale. The first $300 of sales per year at a garage sale are exempt from City sales tax. If sales do not exceed $300 in a year, a sales tax license is not required, and City sales tax does not have to be collected. See **Section 2-7-416 (Garage Sales) of the Sales and Use Tax Ordinance** or contact our **Sales Tax Department** for more information.

Section 13. Common Areas Usage

Any structures placed in a common area, such as picnic tables, require approval by the current Board of Directors and neighbors. Such structure is subject to inspection for maintenance and safety.

> *Covenant Reference Article VII, EASEMENTS, Section 807, Use of Common Area (b) page 11. No Owner shall place any structure whatsoever upon the Common Area, nor shall an Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Members.*

Section 14. Owner Registration

Each Homeowner shall be responsible for registering and maintaining current contact information with the MOHA through updating information on the website or by providing the information to the MOHA Secretary.:

Mailing Address
Email Address
Phone number(s)

Covenant Reference Article XIII, GENERAL PROVISIONS, Section 1310, Registration by Owner of Mailing Address, page 24. Each Owner shall register his mailing address with the Association.

Section 15. Leases/Rentals

(a) Update to Leases/Rentals September 15, 2021: A print copy of Lease/Rental Contracts must be submitted to the HOA within 10 days of execution of contract. Homeowner must additionally provide the tenant's full contact information (name, email address, telephone) to the MOHA. The MOHA will provide tenants with access to website information that includes Covenants, Bylaws, RULES, and Policies. The address to send the printed copy and tenant information is:

Mountain Oaks HOA
6510 S. Academy Blvd., Ste. A #310
Colorado Springs, CO 80906-8691

(b) Homeowners who lease/rent must include a clause in the contract that states that Lessees/Renters must conform to the RULES, Covenants, Bylaws and Policies that govern the MOHA. A deficiency by the Lessee/Renter becomes the burden of the Homeowner to terminate the lease or pay fines accrued to the property.

(c) Update to Leases to conform to CCOIA requirements, September 29, 2020:

Policy for Leases/Section 1314, Article XIII, Mountain Oaks Subdivision: Covenants, Conditions and Restrictions.

"Leases between property owners and tenants shall be for a period of six months or longer and must be in writing. No leases or rentals shall be for a

period less than six months. This policy, therefore, prohibits Airbnb rentals of any property on a daily, weekly, or month-to-month basis. Tenants must abide by and leases are subject in all respects with compliance to the provisions set forth in the Mountain Oaks Covenants, Conditions and Restrictions and Bylaws."

*Covenant Reference Article XIII, GENERAL PROVISIONS, Section 1314 Leases, (*page 25*). Any lease agreements between an Owner and a Lessee shall provide that the term of such lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, and that any failure by the Lessee to comply with the terms and provisions of such documents shall be a default under the lease. Further, all leases shall be in writing.*

Covenant Reference Article VII, RESIDENTIAL CHARACTER, Section 701. Private Residential, (page 8)*. All Lots and building sites in the Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single-family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any lot or building site.*

Section 16. Animals

Homeowners and renters shall comply with the Covenants, Section 1011, regarding the keeping and control of animals on any property within the HOA.

-No animals except an aggregate of two (2) domesticated dogs or cats and except domesticated birds and fish and other small domesticated animals permanently confined indoors shall be maintained within the Subdivision and then only if kept as pets.

-No animal of any kind shall be permitted which makes an unreasonable amount of noise or odor or if a nuisance.

-No animal shall be kept, bred or maintained within the Subdivision for any commercial purposes.

-Added: Pets will be controlled at all times when outside and owners will comply with City leash laws. Disposal of pet waste is the responsibility of the pet owner. Pet

waste will not be deposited on or in the yard or driveway of any other property. Violation of this rule is subject to the imposition of fines as outlined in the MOHA Policies and will be strictly enforced.

Section 17. Annual Meeting

The annual meeting is moved to January to permit closing of yearly financial records. The meeting shall be scheduled for a date, time and location for best attendance.

> *Bylaws Reference Article III, MEETING OF MEMBERS, Section 1 Annual Meeting, page 2.* Section 17. Declarant

All duties and responsibilities of the Declarant (David R. Sellon, builder of the MOHA Subdivision), as referred to in the Covenants were transferred to the Property Owners of the MOHA and their elected Board of Directors by David R. Sellon & Company on June 16, 1987.

Section 18. MOHA Address

The official MOHA mailing address is:

> **Mountain Oaks HOA**
> **6510 S. Academy Blvd., Ste. A #310**
> **Colorado Springs, CO 80906-8691**