

THE VINEYARDS AT VISTA SAN JUAN HOMEOWNERS ASSOCIATION I
NUISANCE
RULES AND REGULATIONS
Effective [Insert Date]

The following Rules and Regulations have been adopted by The Vineyards at Vista San Juan Homeowners Association I, a Colorado nonprofit corporation (Association), pursuant to authority under the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), recorded April 19, 1993, in Book 851, Pages 424–442, Montrose County, Colorado, at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

CC&Rs Source Provisions: Article IX, Section 7 (prohibition on signs, billboards, clotheslines, unsightly objects; activities endangering health or unreasonably disturbing residents); Article IX, Section 8 (rubbish and debris removal; prohibited vehicles); Article IX, Section 4 (no Common Area obstruction); Article III, Section 1(d) (suspension remedy); and Article XIII, Section 1 (enforcement).

CC&Rs Article IX, Section 7 — Quoted Verbatim: “No advertising sign (except one containing less than five (5) square feet of surface area on any one (1) side and containing the words ‘For Rent’ or ‘For Sale’) billboards, clotheslines or unsightly objects or nuisances shall be erected, placed or permitted to remain on the Property, nor shall the Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or any resident thereof.”

CC&Rs Article IX, Section 8 — Quoted Verbatim (first sentence): “All rubbish, trash and garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. No motor homes, recreational vehicles, boats, motorcycles, trailers, abandoned cars or similar items shall be stored on the Property, except within the enclosed garage of any Unit.”

Note on superseding law: Several of the prohibitions quoted above are limited by federal or Colorado law. Those limits are stated in Sections 2, 3, and 5 below and are not optional. Where a statute or federal rule conflicts with the CC&Rs, the statute or rule controls.

Purpose: To implement the nuisance, vehicle, and use restrictions of the CC&Rs, to state the limits federal and Colorado law place on those restrictions, and to establish the enforcement procedures required by CCIOA, C.R.S. § 38-33.3-101 et seq.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Rules and Regulations:

- 1. Purpose and Scope:** These Rules and Regulations implement the nuisance and use restriction provisions of the CC&Rs and apply to all unit owners, tenants, occupants, and guests in connection with their use of individual units and Common Areas. In any conflict between these Rules and Regulations and the

CC&Rs, the CC&Rs shall control. Where federal or Colorado law supersedes the CC&Rs, the law controls.

2. Prohibited Signs, Billboards, Clotheslines, and Unsightly Objects (CC&Rs

Article IX, Section 7): The following are prohibited on the Property under CC&Rs Article IX, Section 7, except as limited by Section 3 below:

- (a) Advertising signs:** No commercial advertising sign may be erected, placed, or permitted to remain on the Property, except one sign of less than five (5) square feet of surface area on any one side containing the words "For Rent" or "For Sale."
- (b) Billboards:** No billboard of any kind may be erected, placed, or permitted to remain on the Property;
- (c) Clotheslines:** No clothesline may be erected, placed, or permitted to remain on the Property, except a retractable clothesline as provided in Section 3(d); and
- (d) Unsightly objects and nuisances:** No unsightly object or nuisance may be erected, placed, or permitted to remain on the Property.

3. Displays and Devices the Association May Not Prohibit: The prohibitions in Section 2 do not reach the following. Each is protected by federal or Colorado law, and no Notice of Violation may issue against a protected display or device. The Association's remaining authority in each case is stated.

- (a) Flags — C.R.S. § 38-33.3-106.5(1)(a).** The Association may not prohibit the display of a flag on an Owner's property, in a window of the Unit, or on a balcony adjoining the Unit, and may not prohibit or regulate the display of flags "on the basis of their subject matter, message, or content." The Association may prohibit flags bearing commercial messages, and may adopt reasonable, content-neutral rules on the number, location, and size of flags and flagpoles, but may not prohibit the installation of a flag or flagpole. Separately, the federal Freedom to Display the American Flag Act of 2005, Pub. L. 109-243, prohibits the Association from restricting display of the flag of the United States on property in which an Owner has a separate ownership interest or a right to exclusive possession or use, subject only to reasonable time, place, and manner restrictions necessary to protect a substantial interest of the Association.
- (b) Signs — C.R.S. § 38-33.3-106.5(1)(c).** The Association may not prohibit the display of a sign by the owner or occupant of a Unit on property within the boundaries of the Unit or in a window of the Unit, and may not prohibit or regulate window or yard signs "on the basis of their subject matter, message, or content." The Association may prohibit signs bearing commercial messages and may adopt reasonable, content-neutral regulations based on number, placement, size, or other objective factors. No rule may key enforcement to what a sign says. This protection does not create a right to post on the Common Areas.

- (c) Religious items — C.R.S. § 38-33.3-106.5(1)(c.5).** The Association may not prohibit the display of a religious item or symbol on the entry door or entry door frame of a Unit, except to the extent the item threatens public health or safety, hinders the opening or closing of an entry door, violates federal or state law or a municipal ordinance, is obscene or otherwise illegal, or, individually or in combination with other religious items or symbols, covers an area greater than thirty-six (36) square inches. The “unsightly objects” prohibition in Section 2(d) shall be applied uniformly to all objects and shall never be applied to remove a religious display that is left in place for secular objects of comparable size.
- (d) Retractable clotheslines — C.R.S. § 38-33.3-106.7.** A retractable clothesline is a protected energy efficiency measure and may not be effectively prohibited on property the Owner controls. The Association may adopt reasonable aesthetic provisions governing its dimensions, placement, and external appearance, and bona fide safety requirements. This protection does not extend to a limited common element or general common element. C.R.S. § 38-33.3-106.7(3)(d). The clothesline prohibition in Section 2(c) applies to fixed clotheslines and to installations on the Common Areas.
- (e) Emergency responder vehicles — C.R.S. § 38-33.3-106.5(1)(d).** The Association may not prohibit an Owner or occupant who is a volunteer firefighter, ambulance attendant, emergency medical service provider, or law enforcement officer from parking an emergency service vehicle with a gross vehicle weight rating of ten thousand pounds or less, bearing an official emblem, in a place where the Owner or occupant otherwise has a right to park, so long as it does not obstruct access.

4. Activities Endangering Health or Unreasonably Disturbing Residents (CC&Rs Article IX, Section 7): No Owner, tenant, occupant, or guest may use the Property in any way or for any purpose that:

- (a) Endangers health:** May endanger the health of any Owner of any unit or any resident thereof. This is a health and safety violation, subject to written notice and a seventy-two (72) hour cure period under Section 9; or
- (b) Unreasonably disturbs residents:** Unreasonably disturbs the Owner of any unit or any resident thereof. This is a non-health/safety violation subject to the warning-first escalating fine schedule. Whether a disturbance is “unreasonable” shall be judged by what a person of ordinary and reasonable sensibilities would find unreasonably disturbing under the circumstances.

Note on scope. This provision is the primary CC&Rs authority for nuisance enforcement. Common activities that may constitute unreasonable disturbance include persistent noise, smoke or odors infiltrating neighboring units, and similar conditions. The Board shall make a reasonable, fact-specific determination in each case.

Note on familial status. Familial status is a protected class under the federal Fair Housing Act, 42 U.S.C. § 3604(b) and (c), and the Association may not adopt or enforce a rule that singles out children. No determination under this Section may rest on the age of the person involved, on the presence of children, or on ordinary play in the Common Areas. Any future rule containing an age threshold or a supervision requirement requires a documented health or safety justification narrowly tailored to that risk.

- 5. Antennas and Satellite Dishes (CC&Rs Article IX, Section 10):** CC&Rs Article IX, Section 10 prohibits the installation or maintenance of any television or radio antenna, receiver, transmitter, satellite dish, or similar device on the outside or exterior surfaces of any unit or in the Common Area without Board approval. That prohibition is limited as follows.

Federal preemption — 47 C.F.R. § 1.4000 (the FCC’s Over-the-Air Reception Devices, or OTARD, rule). The rule protects direct broadcast satellite dishes one meter or less in diameter, wireless cable antennas one meter or less in diameter or diagonal measurement, television broadcast antennas of any size, antennas that receive or transmit fixed wireless signals, and a mast supporting any of them. A restriction is void if it unreasonably delays or prevents installation, maintenance, or use, unreasonably increases the cost of installation, maintenance, or use, or precludes reception or transmission of an acceptable quality signal.

Where the protection applies: The federal rule protects installation only on property within the exclusive use or control of the antenna user. A protected device installed on an Owner’s exclusive-use patio, balcony, deck, or fenced yard is not subject to the Board approval requirement in CC&Rs Article IX, Section 10, and the Board may not impose prior approval, screening, or aesthetic conditions on it. The Board may express a non-binding preference for a less visible location so long as doing so causes no delay, no added cost, and no signal degradation.

Where it does not: A device installed on a general common element — including a common roof, a common exterior wall, or common grounds — is outside the federal rule, and CC&Rs Article IX, Section 10 applies in full. Whether a particular surface is within an Owner’s exclusive use or control is a question of fact determined by the Declaration, not by category, and the Board shall confirm it from the Declaration before acting.

Safety exception: A restriction necessary to accomplish a clearly defined, legitimate safety objective, and no more burdensome than necessary to achieve it, remains enforceable against a protected device.

- 6. Rubbish, Trash, and Garbage (CC&Rs Article IX, Section 8):** CC&Rs Article IX, Section 8 requires (verbatim): “All rubbish, trash and garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.” All Owners, tenants, and occupants must regularly remove rubbish, trash, and garbage from the premises. No rubbish, trash, garbage, yard waste, debris, or junk may be allowed to accumulate on any unit or in any Common Area.

7. Prohibited Vehicles and Parking (CC&Rs Article IX, Section 8): CC&Rs Article IX, Section 8 provides (verbatim): “No motor homes, recreational vehicles, boats, motorcycles, trailers, abandoned cars or similar items shall be stored on the Property, except within the enclosed garage of any Unit.” The following may not be stored on the Property outside of an enclosed garage:

- Motor homes and recreational vehicles (RVs);
- Boats;
- Motorcycles;
- Trailers;
- Abandoned cars; and
- Similar items.

Accessible parking — reasonable accommodation: An Owner or resident with a disability may request that the Association designate an accessible or assigned parking space, or make another change to the parking rules, as a reasonable accommodation under 42 U.S.C. § 3604(f)(3)(B) and C.R.S. § 24-34-502.2. Such a request is an accommodation rather than a modification, and any cost of designating or marking the space is borne by the Association. Requests are made in writing to the address in Section 21, and the Board will engage in a good-faith interactive process and issue a written decision within fourteen (14) days. This Section does not authorize storage of a vehicle listed above.

Emergency responder vehicles: Section 3(e) governs the parking of an emergency responder’s vehicle.

8. No Common Area Obstruction (CC&Rs Article IX, Section 4): CC&Rs Article IX, Section 4 provides (verbatim): “Except as otherwise permitted herein, no Owner shall place any structure upon the Common area, nor shall any Owner do any act which would temporarily or permanently deny free access to any part of the Common Area to all Owners.” No Owner, tenant, occupant, or guest may place any object or structure in any Common Area, or take any action, that temporarily or permanently denies free access to any part of the Common Area to all Owners.

9. Complaint Procedure:

Written complaint: Complaints must be submitted in writing to the Association and include: the complainant’s name, unit address, and contact information; a description of the alleged condition; the date(s), time(s), and location(s) of the occurrence(s); and any available supporting documentation.

Anonymous complaints: The Association may investigate anonymous complaints but may not impose fines based solely on an anonymous complaint without independent corroboration.

Neighbor-to-neighbor disputes: Where a complaint involves only a dispute between neighbors with no community-wide impact, the Board may, after consultation with legal counsel, determine that no Association enforcement obligation exists and may offer facilitated mediation between the parties.

Recordings: The Association shall not accept or rely on an audio recording of a conversation made by an unattended recording device. Recording a conversation to which no party has consented is eavesdropping under C.R.S. § 18-9-304 regardless of who made the recording.

10. Enforcement, Notice, and Violations (CC&Rs Article XIII, Section 1; CCIOA §§ 38-33.3-209.5 and 38-33.3-302):

Notice of Violation: The Association shall issue a written Notice of Violation specifying the violation, the required corrective action, and the cure period. For non-health/safety violations the notice shall be sent by certified mail, return receipt requested, as required by C.R.S. § 38-33.3-209.5(1.7)(b)(III).

Cure periods — ordinary violations: Non-health/safety violations carry a thirty (30) day cure period. If the Association does not receive notice from the Owner that the violation has been cured, it shall inspect within seven (7) days after the cure period expires. If the violation has not been cured, a second thirty (30) day cure period commences. The Association shall grant two consecutive thirty-day cure periods before taking legal action. C.R.S. § 38-33.3-209.5(1.7)(b)(III)(B) and (V).

Cure period — health and safety violations: Health and safety violations carry a seventy-two (72) hour cure period following written notice. After an inspection establishing that the violation was not cured, the Association may impose a fine no more often than every other day until the violation is cured. C.R.S. § 38-33.3-209.5(1.7)(b)(II).

Owner notice of cure: If the Owner cures the violation within the cure period, the Owner may notify the Association, and if the Owner sends visual evidence of the cure with that notice, the violation is deemed cured on the date the notice was sent. C.R.S. § 38-33.3-209.5(1.7)(b)(IV).

Fine schedule (C.R.S. § 38-33.3-209.5(1.7)): All fines are consistent with the Association's Enforcement Policy and may only be assessed after the applicable cure period has expired and the Owner has been given an opportunity for a hearing. For violations that do not threaten public health or safety, the total amount of fines imposed for the violation may not exceed five hundred dollars (\$500.00). Fines may never be imposed on a daily basis. C.R.S. § 38-33.3-209.5(1.7)(b)(I) and (III).

Violations not threatening public health or safety (total fines for the violation capped at \$500):

Violation (CC&Rs Source)	1st	2nd	3rd	4th+
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Prohibited sign, billboard, clothesline, or unsightly object on Property — not protected under Section 3 (Art. IX, Sec. 7)	Warning	\$100	\$250	\$500 + required removal
Activity or condition unreasonably disturbing any Owner or resident (Art. IX, Sec. 7)	Warning	\$100	\$250	\$500
Failure to regularly remove rubbish, trash, or garbage — accumulation on premises (Art. IX, Sec. 8)	Warning	\$100	\$250	\$500
Motor home, RV, boat, motorcycle, trailer, or abandoned vehicle stored outside enclosed garage (Art. IX, Sec. 8)	Warning	\$100	\$250	\$500 + required removal
Structure placed in Common Area or act denying free Common Area access (Art. IX, Sec. 4)	Warning	\$100	\$250	\$500 + required removal

Violations threatening public health or safety — written notice, 72-hour cure, then fines no more often than every other day (C.R.S. § 38-33.3-209.5(1.7)(b)(II)):

Violation (CC&Rs Source)	Amount per assessment	Frequency
Condition or activity on Property that endangers the health of any Owner or resident (Art. IX, Sec. 7)	Up to \$500.00	No more often than every other day until cured

Suspension remedy (CC&Rs Article III, Section 1(d)): In addition to fines, the Association may suspend an Owner's voting rights and right to use Association facilities for a period not to exceed thirty (30) days for any infraction of these Rules and Regulations. This remedy does not apply to voting rights assigned to any Encumbrancer.

No foreclosure based on fines: The Association shall not pursue foreclosure of an assessment lien where the debt securing the lien consists only of fines, or only of collection costs or attorney fees associated with fines. C.R.S. § 38-33.3-209.5(8)(c).

CC&Rs Enforcement (CC&Rs Article XIII, Section 1): The Association or any Owner may enforce these Rules and Regulations by any proceeding at law or equity. Failure to enforce shall not be deemed a waiver of the right to enforce thereafter.

11. Hearing Rights (CCIOA § 38-33.3-209.5(2)): Any Owner who receives a fine has the right to a hearing before the Board:

- (a) **Request:** Written request within thirty (30) days of receipt of the fine notice;
- (b) **Notice:** Board provides at least fourteen (14) days' advance written notice of the hearing;

- (c) **Process:** Conducted before an impartial decision maker; Owner may present evidence and argument;
 - (d) **Decision:** Written decision within thirty (30) days of the hearing; and
 - (e) **No fine during pendency:** No fine shall be imposed during the pendency of a timely-requested hearing.
- 12. Owner Responsibility for Tenants:** Owners remain responsible for compliance with these Rules and Regulations by their tenants, occupants, and guests. Fines for violations by tenants shall be assessed against the unit owner of record. The Association is not a party to any lease agreement between an Owner and a tenant.
- 13. Relationship to Local and State Law:** These Rules and Regulations supplement but do not replace applicable Montrose County noise ordinances, municipal nuisance ordinances, and Colorado state law. Where local ordinances are more restrictive, the more restrictive standard applies. The Association may refer serious or recurring violations to local law enforcement or code enforcement authorities in addition to pursuing enforcement under these Rules and Regulations.
- 14. No Defense or Offset:** An Owner may not withhold payment of any assessment, fine, or fee on the basis of any unrelated dispute with the Association.
- 15. HOA Information and Resource Center:** Pursuant to C.R.S. §§ 12-10-801 and 38-33.3-209.5, owners are directed to the Colorado HOA Information & Resource Center at dre.colorado.gov/hoa-center for information on their rights and responsibilities under CCIOA.
- 16. Annual Registration:** The Association shall register annually with the Colorado Division of Real Estate under C.R.S. § 38-33.3-401. Effective October 1, 2025, HB 25-1043 expanded the information required to be reported; the Board shall ensure annual registration filings reflect these requirements.
- 17. Supplement to Law:** These Rules and Regulations supplement the CC&Rs and Colorado law and do not replace them. In any conflict with the CC&Rs or Bylaws, the CC&Rs and Bylaws control except where Colorado or federal law supersedes them. If any provision is found invalid, the remaining provisions continue in full force.
- 18. Modification:** The Board may amend or repeal these Rules and Regulations at any time subject to Governing Document limitations. Amendments take effect thirty (30) days after adoption and shall be distributed to all owners. The Board shall review these Rules and Regulations annually.
- 19. Definitions:** Capitalized terms carry the meanings assigned by the Declaration.
- 20. Replacement:** These Rules and Regulations supersede all prior nuisance-related policies adopted by the Board.

21. Mailing Address: Nuisance complaints, accommodation requests under Section 7, correspondence, and inquiries regarding these Rules and Regulations shall be submitted to:

The Vineyards at Vista San Juan Homeowners Association I
P.O. Box 966, Montrose, CO 81402

The Vineyards at Vista San Juan Homeowners Association I

By: _____

[Name] [Position]

These Rules and Regulations were adopted by the Board of Directors on [Insert Date], and attested to by the Secretary of The Vineyards at Vista San Juan Homeowners Association I.

Secretary

EXHIBIT A
NUISANCE COMPLAINT FORM
The Vineyards at Vista San Juan Homeowners Association I

A fillable version of this form is posted on the Association's website and is available from the Secretary on request. The posted form and this Exhibit are the same form. If they ever differ, this Exhibit controls.

I, the undersigned, submit this formal nuisance complaint pursuant to the Nuisance Rules and Regulations of The Vineyards at Vista San Juan Homeowners Association I. I understand that anonymous complaints may not result in fines without independent corroboration, and that my identity may be disclosed to the alleged violator as necessary to afford them their right to notice and a hearing under CCIOA.

Complainant Name: _____

Unit Address (Complainant): _____

Preferred Contact (phone / email):

Date(s) of Occurrence: _____

Time(s) of Occurrence: _____

Location of Nuisance / Condition:

Unit Address of Alleged Violator (if known):

Nuisance Category: ☐ Sign / Billboard / Clothesline ☐ Unreasonable Disturbance ☐
Health Endangerment ☐ Trash / Debris ☐ Prohibited Vehicle ☐ Common Area
Obstruction ☐ Other

Description of Condition (attach additional pages if needed):

Documentation Attached: ☐ Photographs ☐ Video (no audio) ☐ Written Statements
☐ None

Do not submit an audio recording of a conversation. Section 9 explains why the Association cannot accept one.

Have you attempted to resolve this directly with your neighbor? ☐ Yes ☐ No ☐ Not comfortable doing so

By signing below, I confirm that the information provided is accurate and complete to the best of my knowledge and that I understand filing a false complaint may itself constitute a violation of Association Rules and Regulations.

Complainant Signature: _____ Date: _____

Printed Name: _____

FOR ASSOCIATION USE ONLY

Date Received: _____ Received By: _____

Complaint #: _____ Health/Safety Violation: ☐ Yes (72-hr cure) ☐ No (30-day cure)

Notice of Violation Sent: ☐ Yes Date: _____ ☐ No

First cure period expires: _____ Inspection completed (within 7 days): _____

Second cure period expires: _____ Hearing Requested: ☐ Yes Date: _____
_____ ☐ No

Fine Assessed: ☐ Yes Amount: \$ _____ ☐ No

Resolved: ☐ Yes Date: _____ ☐ No ☐ Referred to Legal Counsel

Notes:

