

**AMENDED POLICIES, PROCEDURES, RULES AND REGULATIONS  
OF  
HIGH MEADOWS HOMEOWNERS ASSOCIATION**

Effective August 8, 2022

Acting on the authority granted by the governing documents and the Colorado Common Interest Ownership Act, the Board of Directors of High Meadows Homeowners Association (the “*Association*”) has adopted the attached Exhibits as policies (and/or rules) to address matters that are not specifically detailed in the governing documents, including procedures for the enforcement of those documents. For the purpose of all the Exhibits that follow, the Lots in High Meadows that are subject to these policies (and the governing documents described below) may also be referred to as “Units” because that term is used in the Colorado Common Interest Ownership Act (more commonly referred to as the “CCIOA”).

The governing documents of the Association (which are collectively referred to as the “*Governing Documents*” and/or as the “*Association Documents*”) are: the Declaration of Covenants, Conditions and Restrictions for High Meadows, recorded on December 14, 1994, Book 1205 at Page 75, Reception No. 626826 of the real property records of Fremont County, Colorado (the “*Declaration*”); the Amendment to the Declaration of Restrictive Covenants recorded at Reception No. 742372 of those same records on January 7, 2002; the Bylaws dated December 1994 (the “*Bylaws*”); and any policies, procedures, rules or regulations, including without limitation any design guidelines or community standards adopted by the Association’s Board of Directors (“*Rules*”). These materials can all be found at the website at [www.highmeadows.info](http://www.highmeadows.info).

All Owners and occupants shall strictly comply with the Association Documents, which are incorporated herein by this reference. Each Owner shall make that Owner’s guests, tenants, contractors, invitees, or family members fully aware of the Association Documents and their requirements, and shall incorporate the same into any leases and agreements.

The Association’s Board of Directors (the “*Board*”) shall have the power to enforce the Association Documents and to amend these Rules from time to time. If any doubt or questions shall arise concerning the true intent or meaning of any of the Governing Documents, the Board shall determine the proper construction of the provision in question, and shall have authority to set forth in a written statement the meaning, effect and application of the provision. These determinations will thereafter be binding on all parties so long as that interpretation is not arbitrary or capricious, and they may be included as additional Exhibits and may also be filed for record with the Clerk and Recorder of Fremont County.

Technical irregularities or defects in any correspondence or notices, or other failure to strictly comply with the policies set forth in the attached Exhibits shall not invalidate the proceedings or any fine or sanction imposed by the Board, unless that error directly and materially affects the rights of the Owners. These policies adopted by the Association shall be liberally construed to accomplish prompt, effective enforcement of the Association Documents.

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**EXHIBIT A**  
**Amended Assessment Collection Policy and Procedure**

Effective Date: December 3, 2024

This policy is adopted to comply with the terms of the Colorado Common Interest Ownership Act (“CCIOA”) which contains provisions that may conflict with the terms of the Association’s governing documents. CCIOA and this policy will control over any conflicting provisions in the governing documents.

1. Due Dates, Late Charges, Interest, Suspension of Rights, and Acceleration of Assessments.

- A. Due Dates. Quarterly payments of the annual assessment are due and payable by the last day of March, June, September and December. Other assessments, fees, or charges are due and payable as set forth in the Association’s notice. Payments will be deemed received on the date the payment is received in the Association’s office or the Association’s payment processor’s office; provided, however, if the Owner’s name or the Unit address for which payment is made is not identified on or with the payment, payment will not be deemed received until such time as the Owner and Unit to which payment should be credited are determined. Any payment not paid in full when due is past due and delinquent.
- B. Late Fee or Charge. A late charge in the amount of \$10.00 will be imposed for any assessment, fine, or other charge not paid within ten (10) days of the due date without further notice to the Owner. The late charge is a personal obligation of the Owner and a lien on the Unit.
- C. Interest. Interest at the rate of 8% per annum will accrue on any delinquent assessment, fine, or other charge from the due date without further notice to the Owner. Interest may be added to the Owner’s account ten (10) days following the due date. Interest is a personal obligation of the Owner and a lien on the Unit.
- D. Lien. Under Colorado law and the terms of the Declaration, there is a lien for any unpaid assessment. The Association reserves the right to record a notice of lien in the county records at any time after an assessment becomes delinquent.
- E. Administrative Expenses. Collection costs imposed by the Association or its managing agent for delinquent accounts will be the obligation of the Owner and may be posted to the Owner’s account. Examples include, but are not limited to, actual cost of certified mailings and costs to translate a notice to a language other than English.
- F. Suspension of Rights. An Owner’s voting rights are automatically suspended without notice if an assessment or other charge is delinquent as set forth in this policy.
- G. Acceleration. Following written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner’s unpaid installments of the annual assessment. Upon acceleration, that Owner loses the privilege of paying any and all assessments and charges in

installments for the remainder of the fiscal year unless privilege is otherwise reinstated in the Board's sole discretion.

2. Attorney Fees and Collection Costs. The Association is entitled to recover its reasonable attorney fees and collection costs incurred in collecting assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law.
3. Application of Payments. If an Owner who has both unpaid assessments and unpaid fines, fees, or other charges makes a payment to the Association, the Association will apply the payment first to assessments and any remaining amount of the payment to the fines, fees, or other charges owed.
4. Monthly Statements Required. On a monthly basis, the Association will send to each Owner who has any outstanding balance an itemized list of all assessments, fines, fees, and charges that the Owner owes to the Association (i.e., an account ledger). The monthly statement will be sent by first-class mail to the Owner's registered address, and if the Association has a relevant email address, by email. If the account has been referred to a collection agency or to any attorney, the statement will also specify that the balance may not include all attorney fees and costs that have been incurred as of the statement date but not yet invoiced to the Association and posted to the account. No fees or other charges will be assessed for providing statements required under this Section.
5. Notice of Delinquency. The Association may send courtesy notices to Owners. However, before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association must send the Owner a notice of delinquency specifying:
  - A. The total amount due, with an accounting of how the total was determined;
  - B. Whether the opportunity to enter into a payment plan exists as provided in this collection policy, and instructions for contacting the Association to enter into a payment plan, if available;
  - C. The name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger to verify the amount of the debt;
  - D. A statement that action is required to cure the delinquency, and that failure to do so within thirty (30) days may result in the Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law;
  - E. Whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges; and if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that the unpaid assessments may lead to foreclosure;
  - F. The steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's cure process; and

G. A description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the declaration, bylaws, covenants, or other governing documents of the Association.

6. Owner or Designated Contact and Delivery of Notice.

A. An Owner may send written notice to the Association identifying another person to serve as a contact for the Owner for notices and correspondence (“Designated Contact”). The Association will send the same written communications to the Designated Contact that it sends to the Owner. If the Owner wishes to change or cease the Designated Contact, the Owner must send the Association written notice.

B. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, the Association will contact the Owner and Designated Contact by:

i. Sending a copy of the delinquency notice described in Paragraph 5 by certified mail, return receipt requested, and

ii. Contact the Owner and Designated Contact by two of the following means:

a. Telephone call to a telephone number that the Association has on file that the Owner and Designated Contact provided to the Association. If the Association is unable to contact the Owner and Designated Contact, it will, if possible, leave a voice message.

b. Text message to a cellular number that the Association has on file that the Owner and Designated Contact provided to the Association; or

c. Email to an email address that the Association has on file that the Owner and Designated Contact provided to the Association.

C. Notices from the Association will be sent in English; provided, however, the Owner may send written notice to the Association with an alternate language preference. The Association will attempt to provide an accurate translation of the original English version, but due to nuances in translating to a foreign language, slight differences may exist.

7. Record of Notification. The Association will maintain a record of the contact(s) it has made with an Owner or Designated Contact regarding a delinquency, including the type of communication used to contact the Owner and the date and time the contact was made. As this record relates to a particular Unit, it will not be deemed to be a record available to all Owners under Colorado law.

8. Payment Plans.

- A. Before the Association turns over a delinquent account of an Owner to a collection agency or refers it to an attorney for legal action, it will make a good faith effort to coordinate with the Owner to set up a payment plan. An Owner may enter into a payment plan to pay off a deficiency in equal installments over a minimum period of 18 months or such other longer period as authorized by the Board.
  - B. If the Owner fails to comply with the terms of the payment plan (fails to remit payment of three or more agreed-upon installments within fifteen (15) days after the monthly installments are due), the Association may pursue legal action subject to the notice requirements above.
  - C. The Association is not obligated to negotiate a payment plan with:
    - i. an Owner who has previously entered into a payment plan pursuant to this policy, or
    - ii. an Owner who does not occupy the Unit and acquired the Unit because of a default of a security interest encumbering the Unit or a foreclosure of the Association's lien.
  - D. Before the Association initiates a foreclosure proceeding based on the Owner's unpaid assessments, it will provide the Owner with a written offer to enter into a repayment plan of at least 18 months. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment must be in an amount of at least \$25.00. The Owner may elect to pay the remaining balance under the repayment plan at any time during the duration of the repayment plan. The Association will not foreclose as long as the Owner is in compliance with the terms of the payment plan.
  - E. All payment plans involving accounts referred to an attorney for collection will be set up and monitored through the attorney in consultation with the President of the Board or other person designated by the Board.
9. Board Action to Refer Delinquent Account. Before a delinquent account is referred to a collection agency or attorney, a majority of the Board must vote to refer the matter by recorded vote conducted in executive session.
10. Referral of Delinquent Accounts to Attorneys. After an account has been referred to the Association's attorney, the account remains with the attorney until it is settled, has a zero balance, or is otherwise resolved. Once accounts are turned over to the Association's attorney, Owners will make payments to the Association at the attorney's address. The Association's attorney is authorized to take whatever action is necessary, in consultation with the Board President or other person designated by the Board, believed to be in the Association's best interest.

After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner will be handled through the Association's attorney. Neither the manager, if any, nor any member of the Board may discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact. Action by the Association's attorney may include the following:

- A. Notice of Lien. If not already recorded, a notice of lien may be recorded against the delinquent Owner's property to provide record notice of the Association's claim against the property.
- B. Filing Lawsuit. The Association may file a lawsuit against the delinquent Owner seeking a money judgment. If a personal judgment is entered against the delinquent Owner, the Association may pursue remedies such as garnishing the Owner's wages or bank account to collect judgment amounts.
- C. Judicial Foreclosure. The Association may foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action. If the Association forecloses on its lien, the Owner will lose the Owner's Unit, having the same effect as if a first mortgagee institutes a foreclosure action against the property (though the procedure is different).

The Association will not commence a judicial foreclosure action unless it has complied with the requirements of C.R.S. §§ 38-33.3-316 and 38-33.3-316.3 and the balance of the assessments and charges secured by its lien (which may include late fees, fines, and other charges as well as other assessments) equals or exceeds six (6) months of common expense assessments based on the Association's periodic budget. Additionally, the Association will not pursue foreclosure against an Owner solely based on fines owed to the Association and/or collection costs or attorney fees the Association incurred that are only associated with such fines. Prior to filing a foreclosure action, the Board will resolve by a recorded vote in executive session to authorize the filing of the foreclosure action against the particular Unit against which the foreclosure action will be filed.

- D. Receivership. A receiver is a disinterested person, appointed by the court, who manages rental of the Owner's property and collects the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past-due assessments, and prevent waste and deterioration of the property.
  - E. Bankruptcy Filings. Filing necessary claims, documents, and motions in Bankruptcy Court to protect the Association's claim.
11. Certificate of Status of Assessment/Estoppel Letter. The Association will furnish to an Owner, or such Owner's designee, upon written request delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's Unit. The statement will be delivered within fourteen (14) calendar days after receipt of the request personally or by certified mail, first-class postage prepaid, return receipt requested. If the Owner's account has been turned over to the Association's attorney, the statement will include any attorney fees incurred in providing the statement.

12. Return Check Charges.

- A. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association:
- i. An amount equal to the face amount of the check, draft, or money order and a return check charge of: (a) \$20.00; or (b) 20% of the face amount of the check, draft, or money order, but not less than \$20.00, if it has been assigned to a collection agency for collection; or (c) an amount equal to the actual charges incurred by the Association levied by the party returning the check, whichever is greater; or
  - ii. If notice has been sent as provided in C.R.S. § 13-21-109 and the total amount due as set forth in the notice is not paid within fifteen (15) days after such notice is given, the person issuing the check, draft, or money order will be liable to the Association for three times the face amount of the check, but not less than \$100.00.
- B. If two or more of an Owner's checks are returned within any fiscal year, the Association may require that future payments, for a period of one year, be made by certified check or money order.

13. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any bankruptcy notice or a foreclosure notice by any holder of an encumbrance against any Unit within the Association, the Association may advise the Association's attorney of the same and turn the account over to the Association's attorney.
14. Waivers. The Association may modify these procedures as the Association determines appropriate under the particular circumstances. Any accommodation may be documented in the Association's files. Failure to require strict compliance with this policy is not deemed a waiver of the Association's right to require strict compliance and will not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees, and/or costs as described and imposed by this policy.

This Collection Policy and Procedure was adopted by the Board of Directors this 3<sup>rd</sup> day of December, 2024.

HIGH MEADOWS HOMEOWNERS  
ASSOCIATION  
a Colorado nonprofit corporation

By: Lisa Bryan  
Its: President



## **EXHIBIT B**

### **Meetings**

#### **1. Conducting Meetings**

- (a) Association meetings shall be conducted in accordance with the Governing Documents, especially the Association Bylaws, and in accordance with the Colorado Common Interest Ownership Act and the Colorado Revised Nonprofit Corporation Act. In addition, all meetings may be conducted in accordance with the most recent version of *Robert's Rules of Order* at the option of the chair.
- (b) At all meetings, Members are expected to maintain proper behavior and decorum, which requires that Members shall:
  - (i) Be respectful to others present and to the meeting process;
  - (ii) Refrain from name-calling, use of foul language, and other aggressive behavior;
  - (iii) Differentiate statements of opinion from statements of fact; and
  - (iv) Speak only when acknowledged by the Chair.

If a Member fails to observe the above standard, demonstrating inappropriate behavior which negatively impacts the Association's meeting(s), the Chair shall issue one warning to the Member. If inappropriate behavior continues, the Member may be asked to remove him- or herself from the meeting. If the Member refuses to comply, the meeting may be adjourned at that time, even though there are agenda items not yet heard; or the Chair may take other action, at the sole discretion of the Chair, including a request for police assistance.

#### **2. Owner Participation at Board Meetings**

- (a) All meetings of the Board of Directors, except the Executive Session, are open to attendance by any Owner or any person designated in writing by that Owner as the Owner's Representative.
- (b) Any member of the Board may create agendas for Board meetings, but no agenda will be required unless requested by a member of the Board. If an agenda is created for a Board meeting, it may be posted on the website or shall otherwise be provided to any Owners who request a copy.
- (c) The Board shall designate an appropriate period of time at the beginning of the meeting, prior to any vote by the Board, for Owners in good standing or their representatives to speak on any matter, including shown on the agenda, which shall be conducted as follows:
  - (i) there will be a list at a sign in table for persons to enter their names if they wish to speak at this meeting;

- (ii) only those persons who have entered their names on the list of speakers shall speak;
  - (iii) speakers will be called upon to speak in the same order in which they entered their names;
  - (iv) speakers will be subject to the rules of conduct described in ¶ 1(b) above;
  - (v) each person shall have three (3) minutes to speak;
  - (vi) such period shall not exceed a total of 20 minutes;
  - (vii) priority will be given to items shown on the agenda, if any; and
  - (viii) if more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of the issue, and the President shall allocate the time permitted among the various Owners or designated representatives who wish to speak.
- (d) After the designated time, Owners who are not Board members shall not participate in any deliberation or discussion of the Board unless expressly authorized by a vote of a majority of a quorum of the Board so present.
- (e) Owners in good standing who wish to discuss a certain issue, complaint, or request shall submit such, in writing, at least five (5) days prior to the Board meeting. No action shall be taken upon such matters unless a motion is made stating the proposed action and is seconded by members of the Board prior to discussion. The Board reserves the option to respond to any new business at the next Board meeting, in order to investigate and/or obtain advice to respond to the Owner.

### **3. Owner Participation at Annual and Special Meetings of Owners**

- (a) The Board shall determine the agendas for the meetings, subject to any requirements in the Association's Governing Documents, and distribute such agendas with notices of the meetings. Owners in good standing who wish to discuss a certain issue, complaint, or request shall submit such, in writing, at least forty (40) days prior to the meeting.
- (b) The President (or such other person as may be designated by the Board) shall preside over all meetings. Items of business and/or discussion must be presented by Motion and such Motion must be seconded prior to discussion.
- (c) Any Owner in good standing or the designated representative of such an Owner may speak at the designated time in the agenda upon any issue requiring a vote of the Owners (prior to any vote). Upon being recognized, the Member must state his/her name and address.
- (d) The total length of any time for Owners or designated representatives speaking on a single issue of any meeting of the Owners shall not exceed the time set forth by the president at

the beginning, but not exceeding a time limit of twenty (20) minutes total, and the President shall pro-rate that time among the various Owners who speak.

- (e) Each Member who wishes to speak will be given five (5) minutes to speak, provided the chair may impose reasonable time limits to facilitate Member participation. Members may not speak a second time until everyone who wishes to speak has been given an opportunity to speak once. Members may not speak more than twice on any one topic, subject to the chair's discretion.
- (f) In any case where the nature of a motion and vote may be outside the Members' authority, the Board reserves the right to determine whether a motion will be considered binding on the Association; or the Board may adjourn to obtain a recommendation whether to proceed; such determination may be made following consultation with legal counsel.

#### **4. Notice of Meetings**

- (a) Board Meetings. Notice of Board Meetings shall be given in accordance with the Governing Documents.
- (b) Owners Meetings. Notice of Owners Meetings shall also be given in accordance with the Governing Documents, but in addition, notice of such may be given by electronic posting on **the** Association's website or electronic mail notices pursuant to C.R.S. § 38-33.3-308. If a Member requests notice by e-mail only and provides an e-mail address, the Board shall make an effort to provide e-mail notice to that Member.
- (c) The notice of any meeting must state the time and place of the meeting and the items on the agenda. If the meeting will include any of the following actions, the Notice, agenda or some other method (such as the website) should include:
  - (i) the general nature of any proposed amendment to the Declaration or Bylaws;
  - (ii) any budget changes; and
  - (iii) any proposal to remove an officer or member of the Board.
- (d) Notice will only be sent to Members in good standing who are entitled to vote at a meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail, addressed to each Member at such Member's address as it appears in the records of the Association, with postage thereon prepaid.
- (e) Any Member may waive notice of any meeting before, at or after such meeting. The attendance in person or by proxy of a Member at a meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- (f) Any notice that conforms to the above requirements is fair and reasonable, but other means

of giving notice may also be fair and reasonable when all the circumstances are considered.

- (g) If an annual, regular, or special meeting of Members is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place, if the new date, time, or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed under C.R.S. § 7-127-106, however, notice of the adjourned meeting must be given under this section to the Members of record as of the new record date.
- (h) The Board may fix the record date for determining the Members entitled to notice or to vote at any Members' meeting or to exercise any rights in respect to any lawful action pursuant to C.R.S. § 7-127-106 or otherwise. Such record date may not be more than seventy (70) days before the meeting or action requiring a determination of Members occurs. Unless otherwise directed by the Board, the Association shall not be required to prepare the list of names described in C.R.S. § 7-127-201.

## **5. Proxies**

- (a) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner in good standing, but only one vote per Unit. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association or as otherwise provided below. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven (11) months after its date, unless it provides a shorter term.
- (b) A Member may appoint a proxy by transmitting or authorizing the transmission of a telegram, teletype, or other electronic transmission providing a written statement of the appointment to the proxy, to a proxy solicitor, proxy support service organization, or other person duly authorized by the proxy to receive appointments as agent for the proxy or to the Association; except that the proxy must be received by the Secretary of the Association (or the individual designated by the Secretary in the notice of meeting) no later than 11:59 p.m. the day before the meeting date, with written evidence from which it can be determined that the Member transmitted or authorized the transmission of the appointment.
- (c) An appointment of a proxy is revocable by the Member. Appointment of a proxy is revoked by the person appointing the proxy:
  - (i) Attending any meeting and voting in person; or
  - (ii) Signing and delivering to the secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form.

- (d) Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. A proxy shall not be valid if obtained through fraud or misrepresentation. The Association is entitled to reject a proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Member.

**6. Voting**

- (a) Only those Owners of a Unit who are in good standing are eligible to vote. For purposes of this Policy, the Board may suspend the Vote allocated to a Unit and the right of an Owner to cast such Vote, or by proxy the Vote of another, during any period in which such Owner is in default in the payment of any Assessment, or, after notice and a hearing, during any time in which an Owner is in violation of any other provision of the Governing Documents.
- (b) Each Member will sign in prior to the meeting for himself/herself and for any proxies he/she holds. If an election or vote is to be held, the Member will be given the appropriate number of ballots, unless the voting rights have been suspended, in which case Members shall not be given ballot.
- (c) Any ballot for the contested election of Directors shall be a secret ballot. At the discretion of the Board or upon the request of twenty percent (20%) of the Unit Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting the Association on which all Members are entitled to vote shall be by secret ballot. If secret balloting is not required, the Association may indicate the number of proxies held on the ballot itself.
- (d) Each voting Member is entitled to one vote per membership on each matter submitted to a vote of the Members entitled to vote thereon. Cumulative voting shall not be allowed. The right to vote of any Member which is a corporation or unincorporated association may be exercised by such officer, agent or proxy as the bylaws, constitution or other governing instrument of such corporation or association may prescribe or, in the absence of such provision, as the board of directors of such corporation or association may determine.
- (e) If only one of the multiple owners of a Unit is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple owners are present, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners; if no agreement is reached (because the owners of a Unit are evenly divided), that Unit shall be treated as having abstained in accordance with Article III, Section 3.2 of the Declaration. There is a majority agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.
- (f) The Association Secretary shall be in charge of providing secret ballots, which protect the voters' privacy, but also provide for the security of the election. Either the Association Secretary, or the Managing Agent, or both, shall constitute a neutral third party to count

the ballots. If no neutral party is available, the ballots may be counted by a committee of volunteers, who shall be Owners selected or appointed at an open meeting, in a fair manner, by the Chair of the Board or another person presiding during that portion of the meeting, provided however, that said volunteers shall not be Board members and, in the case of a contested election, shall not be candidates.

- (g) The results of a vote taken by secret ballot shall be reported without reference to the names, addresses, or other identifying information of Owners participating in such vote.

## **7. Executive Sessions**

- (a) The Association's Board may meet in executive closed sessions to discuss matters pertaining to employees, the managing agent's contract, consultation with legal counsel, investigative proceedings concerning possible or actual criminal misconduct, matters which are subject to specific constitution and statutory or judicially imposed requirements protecting the proceedings, any matter of disclosure which would constitute an unwarranted invasion of individual privacy, and a review and/or discussion relating to any written or oral communication from legal counsel.
- (b) Prior to holding an executive session, the President or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above. The Board will take no final action in executive session, but it may give direction to legal counsel therein. Any proposed Rule or Regulation discussed during an executive session may only be validly adopted only during a regular or special meeting, or after the Board returns from its executive session.
- (c) The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session. The Board members and other members shall preserve attorney-client privilege regarding consultation and communications from legal counsel.

Effective date: September 1, 2009

**EXHIBIT C**  
**Board Member Code of Conduct**

The Board of Directors (the “Board”) of High Meadows Homeowners Association, Inc. (the “Association”) has adopted the following Code of Conduct and Ethics (the “Code”) for members of the Board and for members serving on committees of the Association (hereinafter collectively referred to as “Directors”) for internal use only within the Association. The goal of this Code is to encourage rather than mandate behavior, and this Code is not intended to deal with every situation that may arise.

The standards set forth herein shall only be enforced by the Board of Directors of the Association (the “Board”). Nothing in this Policy will create any right or cause of action for any Member of the Association, express or implied. Directors are encouraged to bring questions to the attention of the President, who may consult with outside legal counsel as appropriate.

**I. Standards of Conduct**

1. Directors are required to maintain full compliance with all Governing Documents of the Association, and to maintain full payment of assessments throughout their term on the Board in order to maintain their position on the Board.
2. Directors may be reimbursed for out-of-pocket expenses incurred on behalf of the Association, provided that the Board approves the expenses in advance, and the party seeking reimbursement submits receipts.
3. Directors may not interfere with contractual relationships between management professionals and contractors. Directors shall not attempt to directly supervise management company employees, unless the management contract authorizes such actions.
4. No promise or representation that has not been approved by a majority of the Board can be made to any person, contractor, subcontractor or supplier. Directors will not seek to have a contract implemented that has not been duly approved by the Board itself.

**II. Communication**

1. Directors may not represent the Board in written or verbal communications with Members or other entities unless authorized by an affirmative vote of the majority of the Board. In any communication made outside of Board meetings, any individual Director shall always make it clear that the Director is giving his/her individual personal opinion (rather than positions of the Board), unless the Board, by vote, has delegated authority to that Director (usually the President) to speak on behalf of the Association.
2. Directors will address each other and homeowners with respect, and in a spirit of neighborliness, whenever possible, even in disagreement, using face to face conversation

for informal matters, and phone calls, emails, and letters for documentation for matters of record.

3. Directors will encourage the free expression of opinion by all Directors and seek systematic communications between the Board and all Members of the Association. Directors will listen attentively and courteously to demonstrate respect and willingness to learn. Individual Directors will not harass, threaten, or attempt through any means to control or instill fear in another Director.
4. The language used at all meetings will be considerate and professional at all times. Directors will exhibit professional courtesy to all Members of the Association and its management professionals. Personal attacks or the use of profanity are prohibited.
5. Directors will treat all Members of the Association evenhandedly and without favoritism. Differences of opinion about policy or procedures among Board members, or between Directors and Owners, will be discussed rationally on their merits, in a timely and courteous manner, and with emphasis on resolving differences.
6. Nothing in this Section will prohibit or limit enforcement of this Policy by the Board, nor will it interfere with the duty to hold fair and open elections, where all candidates will have an equal opportunity to express their views about any candidate.

### **III. Duty to Use Good Business Judgment**

1. Directors will endeavor to have a basic working knowledge of the Association's Governing Documents, including the Declaration (Covenants), the Bylaws, and the Rules and Regulations.
2. Directors will also endeavor to be aware of laws affecting the Association, particularly the Colorado Common Interest Ownership Act ("CCIOA") and its amending acts, and will listen to legal counsel to protect the Association from liability.
3. Directors shall represent the interests of the entire community in exercising their duties. All decisions made on behalf of the Association must be made with the best interests of the Association in mind, and will comport with these requirements:
  - (a) Would the Director make this same decision if he/she were not personally affected by the outcome?
  - (b) Has the Director done all necessary research to make an informed decision for the Association's benefit?
  - (c) Is the Director able to make an unbiased decision, without any conflicts of interest, personally or professionally?
4. Directors shall endeavor to secure facts before arriving at conclusions, and will endeavor



to make policy decisions only after full discussion at publicly held Board meetings; and to make all decisions based on the available facts and independent judgment.

#### **IV. Duty of Undivided Loyalty**

1. Directors have a duty to act for the Association's benefit only and not for their personal benefit or the benefit of others. By assuming the office, the Directors acknowledge that the best interests of the Association must prevail over the Director's individual interest.
2. Directors will not use their position to enhance their financial or business position or undertakings, nor will any Director use their position to seek personal political advantage, or contribute Association funds or favors to any political party or political candidate; nor will any Director solicit or accept, directly or indirectly, any gifts, gratuity, entertainment, favor, loan of any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association, or from any person whose intent it is to influence any decision or action on any official matter.
3. Directors will share all relevant information with other Directors and will devote sufficient time and reasonable care to their decisions. Directors shall not ever willingly misrepresent facts to the Owners and residents, either by withholding, distorting or fabricating information.
4. Directors shall participate by voting on issues before the Board, abstaining only when a declared conflict of interest exists.
5. Directors who disagree with the Board as a whole have the right to voice their opinion, and to have their dissent reflected in the minutes of the meeting. However, once the Board has voted, it is each Director's duty to respect the authority of the Board by not undermining majority decisions or any enacted Policy.

#### **V. Conflict of Interest**

1. The Board shall comply with all of Colorado's statutory provisions against conflicting interest transactions as found in the Colorado Revised Nonprofit Corporation Act and the Colorado Common Interest Ownership Act. A "conflicting interest transaction" is defined by the Colorado statutes, but generally means a contract, transaction, or other financial relationship between:
  - (a) the Association and a Director of the Association; or
  - (b) between the Association and a party related to a Director (a parent, grandparent, spouse, child, sibling; or the parent or spouse of the Director's parent, grandparent, spouse, child or sibling); or
  - (c) between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.

2. Reimbursement of actual expenses shall not be deemed a financial benefit for purposes of this Policy; and transactions that are of a general benefit to a group of homeowners that includes one or more Directors shall not be considered a conflicting interest transaction.
3. Each Board member is obligated by law to disclose, in an open Board meeting, any existing conflict of interest prior to any discussion or action on that issue, and the Board member shall not vote on such issue. Such disclosure should be reflected in the minutes of the meeting or other written form.
4. The Director should not take part in the discussion and should leave the room during the discussion and the vote on the matter. Notwithstanding the foregoing, a majority of the disinterested Board members may ask the interested Board member to remain during any portion of the discussion and/or vote, provided that the Director does not vote.
5. The above notwithstanding, at any Board meeting, a Board member with a conflict of interest may be counted “present” for the purpose of determining whether a quorum exists; and the foregoing requirements shall not be construed as preventing the interested Board member from briefly stating his or her position in the matter, nor from answering pertinent questions of other Board members, since his or her knowledge may be of great assistance.
6. The contract, Board decision or other Board action must be approved by a majority of the disinterested Board members. No contract, Board decision or other Board action in which a Board member has a conflict of interest shall be approved unless it is commercially reasonable to (and/or in the best interests of) the Association.
7. Any contract or action in violation of this Policy shall be brought to the attention of the remaining Board members for appropriate action and shall be declared void and unenforceable, unless the transaction:
  - (a) is approved or ratified by a majority of either:
    - (i) the disinterested Directors; and/or
    - (ii) the Members of the Association; or
  - (b) is fair to the Association.

## **VI. Confidentiality**

1. Directors will treat all information as confidential unless there has been general public disclosure, or unless the information is part of the Association’s records, or unless the information is a matter of public record (i.e., reported in the minutes) or common knowledge.
2. Directors shall maintain the confidentiality of information entrusted to them by the Association, and will not share highly sensitive, privileged or confidential information, and

will respect the privacy of all Owners, Directors, committee members, employees and management professionals at all times, including after the Director's term is expired or terminated regarding any such knowledge learned during their term of office.

## **VII. Duty to Enforce Governing Documents**

1. Directors will enforce the Covenants as written. All actions of the Board will comply with the Governing Documents and the law, and Directors will only seek any desired changes to those Governing Documents through legal and ethical procedures. Directors will conduct reviews of Governing Documents to ensure legal compliance and to determine whether amendments are necessary.
2. Directors will enforce all Rules (including architectural guidelines) uniformly, but only after seeking compliance on a voluntary basis. Proposals for new rules and guidelines will be furnished to all homeowners and non-Owner residents in accordance with the Rulemaking Policy of the Association. Once adopted, new Rules and effective dates should be distributed to every Owner and resident.
3. Directors will allow residents to bring grievances before the Board, and will follow the Covenant Enforcement Procedures that give residents the opportunity to correct violations before imposing fines or other sanctions.

## **VIII. Participation**

1. Directors will endeavor to regularly attend scheduled meetings and to come prepared to meetings by reviewing the agenda and related materials before the meeting. At such meetings Directors will follow the manner of parliamentary procedure adopted by the Association in the Conduct of Meeting Policy.
2. Any individual Director who has missed three (3) consecutive meetings, without an excuse for such absences (as accepted by the Board) shall be considered to be a vacant position at the option of the remainder of the Board.

## **IX. Actions for Violations by Board Members**

1. Complaints against any Director which allege conduct inconsistent with the foregoing provisions must be made in writing to the President of the Board. If the complaint is against the President, complaints will be submitted to the Vice-President.
2. The President (or Vice President) shall convene an executive meeting within thirty (30) days of receipt of a complaint to discuss the alleged activity with the complainant and the accused member. If any two Directors agree that sufficient information has been presented to identify another Director as having violated this Code of Conduct, the dispute will be submitted to due process.
3. As part of due process, the Board shall attempt to gather all facts relevant to the alleged

misconduct. Once the Board is satisfied that the information presented is sufficient to make a determination in the matter, the Board will excuse the complainant and the accused Director and decide (in executive session) what action, if any, may be appropriate to resolve the matter.

4. The Board shall issue its written finding with respect to the alleged misconduct within seven (7) days after the executive session is held. If it is determined that the Director is not in compliance with this Policy, that Director will be given a reasonable period of time to become fully compliant (thirty (30) days). During the 30-day term to meet compliance, the Director's voting rights will be suspended and restored once compliance is verified by the Board.
5. If the Board finds that an intentional or willful breach of the Code of Conduct was committed by a Director, the Board may impose appropriate sanctions, which can include the following:
  - (a) censure or removal from a position as an officer of the Association;
  - (b) fines for violations in accordance with the Schedule of Fines (usually in the Covenant Enforcement Policy);
  - (c) for all expenses incurred by the Association in connection with the violation;
  - (d) restricting access to sensitive information in the manner described in Paragraph 6 below;
  - (e) prohibiting the Association from hiring an attorney to defend the Director in any action, unless there is some other legal requirement to defend that action; and/or
  - (f) suspension (of a Director elected by the membership or appointed to fill the unexpired term of a Director elected by the membership) or removal from the Board (in cases where the Board has appointed the Director to fill a vacancy of a non-elected Director).
6. In any case where the violation is a breach of confidentiality requirements, the Board can thereafter bar the Director from executive sessions, provided that voting on any issues (except meeting with the attorney for the Association) shall still be in open session; or the Board can appoint a subcommittee of the Board to deal with the issues in executive sessions, and that subcommittee can then report to the full Board without giving full details of the subcommittee meeting.
7. As in the cases of conflicts of interest discussed in Section V above, any Board decisions that are later determined to have been made as a result of improper action by a Director can be declared null and void.
8. The Association may require that all Board members sign a copy of this Rule to acknowledge that they have read and understand it and will comply fully with it.

Effective date: August 8, 2022

**EXHIBIT D**  
**Alternative Dispute Resolution with Board**

A. In the event of any dispute involving the Association and a Member, the Member is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Member requests to meet with the Board, the Board shall make a reasonable effort to comply with the Member's request.

B. The primacy purpose of hearings before the Board is to resolve covenant enforcement matters as early as possible, without the expense of litigation. As a result, any Member or alleged violator who appears at a hearing is encouraged to discuss resolution in lieu of or in addition to the hearing. If the Board believes that the Member/violator is acting in good faith and that there is a realistic chance of resolution, the Board may reschedule the hearing and attempt to use the remainder of the time that was originally scheduled for hearing for the alternative dispute resolution described in Section.2 above. However, if at any time the Board, in its sole judgment, believes that delay will harm the interests of the Association, it may proceed with the hearing.

C. At the Board's discretion, the Association may, but shall not be required to, submit any dispute between the Association and Member(s) to mediation, arbitration, or other alternative dispute resolution device; provided, however, that the Association reserves all rights to seek equitable and legal relief through any court having jurisdiction over the dispute. Nothing in this Bylaw shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Member waives any right to pursue whatever legal or other remedial actions available to either party.

Effective date: September 1, 2009

**EXHIBIT E**  
**Covenant Enforcement Policy**

This Rule shall apply to any alleged violation (“violation”) of the Association’s Declaration, Articles of Incorporation, Bylaws and Policies, Procedures, Rules and Regulations, except and excluding non-payment of assessments or other sums.

**1. Complaints**

- (a) Initial complaints of any violation may be presented to the Board in writing or orally by any person before or at any meeting, and shall be investigated by an “impartial decision maker” (or “IMP”) such as a Board member(s) who will not receive a greater benefit or detriment from the outcome of an investigation than the general membership of the Association.
- (b) It is recommended that anyone observing a violation of these Covenants should notify the Association in writing or at the telephone number shown on the website, and include the name and address (if known) of the person(s) in violation (the “alleged rule violator”), and the date, time, and location of the violation. Notification should include name, address and phone number of the reporting party. Reports will be handled confidentially (within reason or unless disclosure is legally required), but the Board may require such information in order to validate any necessary legal actions.
- (c) The IMP shall, in its discretion, determine whether or not the complaint shows cause for further proceedings and is empowered to send courtesy letters concerning reported violations and/or warnings of possible sanctions, fines and/or suspension of privileges, and/or issue a “cease and desist” order, to the alleged rule violator. If the IMP is unable to convince the alleged rule violator that the offending practice should be ceased, then the IMP shall make a formal report to the Board. The Board shall not decide the validity of the complaint at such meeting, but rather shall notify the Owner and shall set the matter for hearing at a later date (the “Notice”).

**2. Notice Process**

- (a) Violations That Threaten the Public Safety or Health.
  - (i) The Association shall provide the Owner written notice, in English and in any language that the Owner has previously requested, in writing, that the Association uses in correspondence to them, of the nature of the violation, the action or actions required to cure the violation and informing the Owner that they have seventy-two (72) hours to cure the violation or the Association, after inspecting the Owner’s Unit, may pursue legal action against them and/or after notice and an opportunity for a hearing, may fine the Owner up to every other day that the violation remains except that the Association may not pursue a foreclosure of the Owner’s Unit based solely on fines.
  - (ii) The Board may contact the police, any regulatory or licensing authorities or other third

parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board from proceeding.

(b) Violations That Do Not Threaten the Public Safety or Health.

- (i) The Association shall, through certified mail, return receipt requested, provide the Owner written notice, in English and in any language that the Owner has previously requested, in writing, that the Association uses in correspondence and notices to them, of the violation informing the Owner that they have thirty (30) days to cure the violation or the Association, after conducting an inspection and determining that the Owner has not cured the violation, may, after notice and an opportunity for a hearing, fine the Owner up to a total of Five Hundred Dollars (\$500.00) per a specific violation.
- (ii) The Association shall grant the Owner a total of two (2) consecutive 30-day periods to cure a violation before the Association may take legal action against the Owner for the violation. The Association may not pursue a foreclosure of the Owner's Unit based solely on fines.
- (iii) If the Owner cures the violation within the period to cure afforded the Owner, the Owner may notify the Association of the cure and, if the Owner sends with the notice visual evidence that the violation has been cured, the violation is deemed cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the Unit as soon as practicable to determine if the violation has been cured.
- (iv) If the Association does not receive notice from the Owner that the violation has been cured, the Association shall inspect the Unit within seven (7) days after the expiration of the 30-day cure period to determine if the violation has been cured. If, after the inspection and whether or not the Association received notice from the Owner that the violation was cured, the Association determines that the violation has not been cured:
  - (1) a second 30-day period to cure commences if only one (1) 30-day period to cure has elapsed; or
  - (2) the Association may take legal action pursuant to this section if two (2) 30-day periods to cure have elapsed.
- (v) Once the Owner cures the violation, the Association shall notify the Owner, in English and in any language that the Owner has previously requested, in writing, that the Association uses in correspondence and notices to them:
  - (1) that the Owner will not be further fined with regard to the violation; and
  - (2) of any outstanding fine balance that the Owner still owes the Association.



- (vi) The Board may contact the police, any regulatory or licensing authorities or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board from proceeding.

### **3. Notice of Hearing**

If the Board decides that cause has been shown for a hearing, the Board, or its officers or agents, shall then send a written notice (the “Notice”), by regular mail and certified mail, return receipt requested, to the Owner, and a copy may be sent to the alleged violator (if known) such as a tenant, contractor, guest or family member of the Owner. The Notice shall include the nature of the alleged violation, the action or actions required to cure the alleged violation and the timeline for the fair and impartial fact-finding process. The Notice shall indicate the time and place of the hearing, and any other information regarding the violation which the Board deems appropriate in its discretion. The Notice shall be deemed received by the Owner three (3) days after mailing. The Notice may be sent to the Unit if the Owner has failed to register a current mailing address. The Notice may also be sent to the complaining party.

### **4. Scheduling Hearings**

- (a) The Board, or its officers or agents, shall serve the Notice by personal delivery, regular mail and/or certified U.S. Mail, return receipt requested, to the Owner, and a copy may be sent to the alleged violator (if the name has been furnished to the Association), such as a tenant, contractor, guest or family member of the Owner. The Notice shall be deemed received by the Owner three (3) days after mailing. The Notice may be sent to the Unit if the Owner has failed to register a current mailing address. The Notice may also be sent to the complaining party.
- (b) The hearing shall take place at the next scheduled meeting of the Board of Directors, which is posted on the Association website, unless the Notice indicates a time and place of the hearing, and the Notice may indicate any other information regarding violation which the Board deems appropriate in its discretion. The hearing may be rescheduled to the next month if the Owner furnishes a written response that must also describe the basis for challenging the alleged violation or the mitigating circumstances; and must also describe the basis for asserting that a Board member would not be an IMP.
- (c) Impartial Decision Maker. At the hearing, the Owner has the right to have the matter heard by an IMP, such that any Board members who would receive a greater benefit or detriment from the outcome of a hearing than the general membership of the Association will recuse themselves from acting as members of the Board during any hearing. However, if that advisement is included in the Notice, the Owner must furnish a written response describing the basis for asserting that any Board member(s) would not be an IMP.
- (d) Any written statement from the Owner must be received by the Board at least 24 hours before the hearing, and must be served by personal delivery or US Mail, postage prepaid, addressed to the Association in care of its registered agent, as maintained with the Colorado Secretary of State, or such other address as the parties may be advised of in writing. Any

notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the fifth (5<sup>th</sup>) day following the date of mailing. If the Owner plans to be represented by legal counsel, the Owner must give the Board at least five (5) days' prior written notice. If the time requirements set forth above conflict or the Board deems appropriate in its discretion, the hearing may be re-scheduled to the next regularly scheduled meeting of the Board of Directors. Any hearing or request to reschedule the hearing shall not stay the other enforcement procedures described below, unless otherwise directed by the Board of Directors.

## **5. Hearings**

- (a) The primary purpose of hearings before the Board is to resolve covenant enforcement matters as early as possible, without the expense of litigation. As a result, any Owner or alleged violator who appears at a hearing is encouraged to discuss resolution in lieu of or in addition to the hearing. If the Board believes that the Owner/violator is acting good faith and that there is a realistic chance of resolution, the Board may reschedule the hearing and attempt to use the remainder of the time that was originally scheduled for a hearing for the alternative dispute resolution described in Exhibit D. However, if at any time the Board, in its sole judgment, believes that delay will harm the interests of the Association, it may proceed with the hearing.
- (b) Hearings shall be conducted by Board members who are IMPs. As a result, any Board members who would receive a greater benefit or detriment from the outcome of a hearing than the general membership of the Association shall recuse themselves from acting as members of the Board during any hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an impartial Association Member, in good standing, to serve as a voting member of the Board for that hearing.
- (c) Hearings shall be held in executive session because they may involve privacy and/or possible litigation issues. The Board may exclude any person other than the Owner or alleged violator and witnesses, when testifying.
- (d) At the hearing, the Board may consider any written or oral information produced by the Owner, the alleged violator or other interested party. Any legal or statutory rule of evidence or procedure shall not apply to the hearing, and the Board may restrict testimony or proceed in any manner or order which it deems appropriate in its discretion. Generally, any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence shall be sufficient in itself to support a finding. The Board may tape record or otherwise transcribe the hearing. The Board may proceed with the hearing even if the Owner fails to appear or refuses to participate or to submit information. The Owner may be represented by legal counsel so long as said Owner gives the Board at least five (5) days' prior written notice, in which case the Board's attorney may be present as well. Any participant may question any witnesses and examine

any documents presented at the hearing.

- (e) After hearing any information, witnesses, or documents presented at the hearing, the Board's decision shall be made by majority vote of the Board members present. If requested by the Owner, the Board will furnish a brief summary of the decision and the sanction, if any, which may be sent by regular mail to the Owner and, if requested or the Board deems it necessary, to the alleged violator. The Board may also issue and record a Notice of Finding of Violation with the County Clerk and Recorder, and release same upon satisfactory compliance with the Governing Documents.

## **6. Extent of Violations**

Continuing violations may be fined every other day until the violation is cured or the fines reach a total of Five Hundred Dollars (\$500.00), provided, however, every other day when the violation occurs is a separate violation and may result in a separate fine. The Board may, in its discretion, impose increased fines for repeated or intentional violations up to a maximum of Five Hundred Dollars (\$500.00) for each violation.

## **7. Parties to Violations**

Owners shall be responsible for violations committed by their contractors, guests, family members, and tenants, for example, pets kept by tenants or signs placed by real estate agents. The Board may proceed against both the Owner and the alleged violator, simultaneously or separately, and actions against one shall not bar action against the other. The Board may contact the police, any regulatory or licensing authorities or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board from proceeding.

## **8. Fines and Sanctions**

- (a) Any violation of the Governing Documents will subject the Owner to a reasonable fine assessment imposed by the Association as follows:
- First time or minor violations between \$25.00 and \$50.00
  - Repeated or flagrant violations \$50.00 per occurrence

In the event of a continuing violation, each day is a separate violation and a daily fine may be levied, but only if the Association's agent performs a daily inspection to verify the violation is continuing. Fines may not exceed Five Hundred Dollars (\$500.00) for any finding of violation.

- (b) This schedule is not intended to cover all possible violations and there are instances where the amount of fines may vary depending on the circumstances. The amount of the fines is intended to bear a reasonable relationship to the actual harm that is being caused; the potential risk of loss to the Association if compliance does not take place; the costs of investigative demand letters and hearings to ensure compliance; and the cost of remedial measures (if used).

- (c) Repeat offences and/or repeat offenders will justify higher fines. Fines should also be commensurate with the time and effort of the various Board members in investigating and gathering evidence of violations, sending demand letters and conducting hearings. The above schedule is (at most) an attempt in order to ensure uniformity for routine violations.
- (d) Fines will be due and payable within thirty (30) days of the date of the imposed fine, and shall be considered delinquent after the due date. A delinquent fine will result in a lien being filed on the property for non-payment and will bear interest at eight percent (8%) per annum, calculated from the date of the fine, as well as late fees and legal fees.
- (e) Any fine shall be both a personal obligation of the Owner or the violator or both and shall also be an assessment creating a lien which may be recorded against the Unit and may be foreclosed as provided in the Declaration. The Board may notify any lender and credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fine.
- (f) Any violation shall entitle the Board to recover from the Owner or violator or both, its reasonable attorney fees, court costs, interest, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded. The Board may seek to recover such fees and costs by all legal remedies, including without limitation, charging such fees and costs to the Owner's account with the Association.
- (g) The Board, in its discretion, may waive fines, attorney fees, court costs, interest and other collection expenses, if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws or Rules.
- (h) If a fine is imposed and the violator fails or refuses to pay the fine, together with recoverable fees and costs, the Association shall proceed under its Collection Policy, including the sending of a Notice of Delinquency.
- (i) Payment of an assessed fine does not relieve the violator from the responsibility of correcting the violation.

## **9. Other Enforcement Actions**

If the actions described above do not cure the default, or in the event of emergency, health or safety reasons, the Association will thereafter have the right (but not the obligation) to undertake whatever actions are reasonably necessary to remedy such violation, including:

- (a) The right to enter any portion of a Unit for the purpose of correcting the default, in which case the party performing such action shall not be liable for any losses, costs or damages to any tenant or Owner of any Unit on account of its performance of such action except for any such loss, cost or damage caused by the party's gross negligence or willful misconduct.

Said right of entry shall include, but is not limited to, the right to make repairs, perform maintenance, remove any nuisance or otherwise undertake action to cure the breach or otherwise bring the Unit into compliance; and/or

- (b) The right to file an action in any court of competent jurisdiction to evict any tenant in violation of these covenants or to obtain injunctive relief against any Owner or tenant, any of their agents, contractors or assigns, enjoining any activity which is in violation of the Covenant. If any such action is brought by the Association, it shall not be required to post any bond as a condition to the granting of any injunctive relief (including a preliminary injunction or temporary restraining order), nor shall the Association's right to such injunctive relief be affected by any arbitration provisions in any contract executed by such Owner, tenant or their agents.

#### **10. Remedies for Failure to Pay Fines/Charges**

In the event the Association elects to make repairs, perform maintenance or take other action pursuant to Sections 3 through 7 above, the Association will submit all charges incurred for same to the Owner or persons responsible for the property upon which or for whose benefit such costs were incurred. If the Association's costs have not been paid after expiration of thirty (30) days after the date they become due, the Association may thereafter:

- (a) deny rights to use the recreational facilities, voting rights, or other rights of a Member in good standing of the Association (including the right to notice of or to speak at meetings, and to inspect the records of the Association), provided, however, that there shall be notice and opportunity to be heard before loss of "good standing" for any reason other than failure to pay assessments, which has no right to any hearing; and/or
- (b) record a lien against the Unit (including improvements thereon) for all fines and charges, as well as all costs (including reasonable attorney fees) incurred by the Association in collecting such costs and foreclosing upon the lien. This portion of any assessment lien shall be junior to all other liens or encumbrances of record with respect to the Unit on the date this lien is recorded. This lien may thereafter be foreclosed upon in the manner provided by Colorado law for foreclosing upon real estate mortgages. This lien shall provide all sums expended by the Association (including reasonable attorney fees) shall be additional indebtedness secured by the lien.

#### **11. Responsibility**

Owner(s) shall be responsible for violations committed by their guests, contractors, family members, agents or tenants. The Board may proceed against the Owner, the individual violating the Covenants, or both, and may suspend the voting rights of said Owner(s) for so long as a violation continues or the fines assessed pursuant to Section 6 remain unpaid.

#### **12. Rights**

All rights and remedies set forth hereinabove shall be in addition to, and not in lieu of, any other

rights and remedies which any Owner in good standing may have to personally enforce the Covenants. For purposes of this Policy, the “good standing” of a Member shall be based upon compliance with the Covenants, including but not limited to the payment of all assessments levied by the Association, including any fines levied for violations in accordance with the Covenant Enforcement Policy of the Association; the Board reserves the right to waive this requirement on a case-by-case basis for purposes such as a Member’s right to a hearing before the Board. All such rights and remedies shall be cumulative, and the exercise of any one or more of such rights and remedies shall not be deemed an election precluding the exercise of any of the others.

### **13. Substantial Compliance**

Technical irregularities or defects in the complaint, Notice or other compliance with this Rule shall not invalidate the proceedings or any fine or sanction imposed. This Rule shall be liberally construed to accomplish prompt, effective enforcement of the Association’s Declaration, Articles of Incorporation, Bylaws and Rules.

### **14. Board Resolves Questions of Construction**

If any doubt or questions shall arise concerning the true intent or meaning of any of the Covenants or these Rules, the Board shall determine the proper construction of the provision in question and shall set forth in a written statement the meaning, effect and application of the provision. These determinations will thereafter be binding on all parties so long as it is not arbitrary or capricious, and they may be filed for record with the Clerk and Recorder of Fremont County.

Effective date: August 8, 2022

**EXHIBIT F**  
**Investing Reserve Funds**

1. The Directors and officers of an Association must meet the standards of care required for Colorado non-profit corporations when investing reserve funds. Those standards require Directors and officers to act:
  - (a) in good faith;
  - (b) with the care an ordinarily prudent person in a like situation would exercise under similar circumstances; and
  - (c) in a manner the Director or officer reasonably believes to be in the best interest of the Association.
2. In discharging this duty, Directors and officers may rely on people who the Directors or officers reasonably believe have professional or expert competence.
3. The Board of Directors shall establish the amount to be transferred to reserve funds on an annual basis. Reserves may be invested in certificates of deposit, money market deposit accounts, money market funds, U.S. treasury and government obligations, municipal bonds and other state obligations, and other investments recommended by a financial advisor pursuant to the Association's investment goals. No funds shall be deposited or invested except in authorized investment funds. All investments must be insured by FDIC, SIPC or comparable insurance.
4. The reserve funds shall be invested to achieve the following goals, in descending order of importance:
  - (a) Promote and ensure the preservation of principal;
  - (b) Structure maturities to ensure liquidity and accessibility of funds for projected or unexpected expenditures;
  - (c) Mitigate the effects of interest rate volatility upon reserve assets;
  - (d) Seek the highest level of return that is consistent with preserving the principal and accumulated interest;
  - (e) Minimize investment costs.
5. The Board of Directors may consider the following circumstances in investing reserve funds:
  - (a) General economic conditions;
  - (b) Possible effect of inflation or deflation;
  - (c) Expected tax consequences;
  - (d) Role that each investment plays in the overall investment portfolio;
  - (e) Other resources of the Association.
6. All accounts, instruments and other documentation of such investments shall be subject to the approval of, and may from time to time be amended by, the Board of Directors as appropriate, and shall be reviewed at least once per year.

7. The President or Treasurer, if authorized by the Board, shall be authorized and empowered to purchase, invest in, acquire, sell or assign any and all types and kinds of investments meeting the goals in Paragraph 4; and to enter into agreements, controls and arrangements with respect to such security transactions and to execute, sign or endorse agreements on behalf of the Association. To withdraw or transfer funds, the signature of two of the aforementioned persons shall be required. However, if there is only one Board member serving, the second individual need not be a Board member.
8. The Association shall carry fidelity insurance to protect against theft or dishonesty from anyone with access to the reserve funds.
9. The Association's manager or other person designated by the Board shall maintain monthly statements, including detailed accounting of current values, income and all transactions.

Effective date: September 1, 2009



**EXHIBIT G**  
**Records**

**1. Association Records Policy**

- (a) The Association shall retain and produce to Owners the records inquired by C.R.S. §§ 38-33.3-317 and 38-33.3-209.4, as well as any other records specifically set forth in the Association's Declaration or Bylaws. The Association's Board of Directors, ("Board"), may adopt, in its discretion, a List of Association Records setting forth the records which may be available for inspection.
- (b) Owners of the Association may inspect those records as provided by statute so long as the Owner is in good standing. For the purposes of this policy "good standing" of an Owner requires that the Owner has paid all assessments, and other sums, due to the Association and is not in violation of any of the Association's documents.
- (c) The Association's records shall not include personal emails of officers' and directors of the Board unless such person(s) authorizes their use for Association purposes.

**2. Examination Procedure**

- (a) The Association requires that the Owner submit a written request (in the form of the attached "Document Request Form") describing with reasonable particularity the records sought; such form must be received at least ten (10) days prior to inspection or production of the documents. The Association may limit examination and copying times to the normal business hours of its manager, if applicable, or at the next regularly scheduled Board meeting if the meeting occurs within thirty (30) days after the submission of the written request. Owners who desire to examine Association records must make a mutually acceptable appointment with the records custodian and designate the estimated amount of time requested for records examination.
- (b) If possible, the Association shall make an appointment with the Owner at a place and a time convenient to both parties, to conduct the inspection. However, if the request requires the participation of a Board member or community manager, the time, place and length of inspections will be based upon the schedule of the Board member or community manager, if applicable. All appointments for inspection will be limited to one (1) hour, unless otherwise agreed ahead of time by the Board member or community manager if applicable; if additional time is needed, additional appointments will need to be made.
- (c) At the discretion of the Board or the management company, if applicable, records will be inspected only in the presence of a Board member, management company employee or other person designated by the Board.
- (d) The Owner shall not remove any document from the Association's records, nor shall the Owner remove records from the Association's place of business. Certain records may be copied, at the Owner's expense. During an inspection, the Owner may designate such

records for copying by use of tab, clip, or Post-It note upon the pages desired, but may not otherwise alter the records (for example, no folding, pencil or pen marks, etc.). The Association's records custodian, on behalf of the Association, will make the copies.

- (e) The Association shall impose a reasonable charge, which shall be collected in advance and may cover the costs of labor, including labor to use, retrieve, observe, copy and deliver records, and the cost of material for copies of Association records. Maintaining Association information is an important function of the Association. Therefore, in order to ensure that records are not tampered with, removed, or destroyed, an agent of the Association or a staff member of the management company may remain present to observe Owners while they examine Association records, and the Association may charge for any labor of such agent or staff member.
- (f) Copies should be available within ten (10) working days of receipt of the request, unless the condition or voluminous nature of the records makes this time frame impractical. In such cases, the copies should be made available as soon as is practical.
- (g) Depending on the number of pages requested, the records custodian may request that the Owner return at a later date to pick up the requested copies, in order to allow personnel to set aside time to reproduce the documentation requested.
- (h) A right to copy records under this Policy includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the Owner. Any applicable charges shall be collected in advance.
- (i) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the work and operations at the location where the inspection or copying is taking place.
- (j) The Association is not obligated to compile or synthesize any information.

### **3. Exclusions**

Records maintained by the Association may be withheld from inspection and copying to the extent that they concern any of the following:

- (a) Architectural drawings, plans, and design, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
- (b) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiations;
- (c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;

- (d) disclosure of information in violation of law;
- (e) records of an executive session of the Board; or
- (f) individual Units, other than those of the requesting Owner.

#### **4. Other Confidential Records**

Records maintained by the Association are not subject to inspection and copying and must be withheld to the extent that they are of concern to the following:

- (a) personnel, salary or medical records relating to specific individuals; or
- (b) personal identification and account information of Owners, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers and social security numbers.

#### **5. Prohibition of Illegal or Commercial Use.**

Any records of the Association, including without limitation, any membership list, or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as a Unit Owner and shall not be used for any purpose which violates any law or this Policy, including without limitation, any use which constitutes harassment, invasion of privacy, or bullying of any person. Without limiting the generality of the above, without the consent of the Board, any record of the Association, including without limitation, any membership list, or any party thereof, may not be:

- (a) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;
- (b) used for any commercial purpose; or
- (c) sold to/or purchased by any person.

#### **6. Seller Disclosures.**

- (a) Upon written request complying with this, Policy an Owner who is selling his or her Unit shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment in advance of the Association's usual fee pursuant to C.R.S. § 38-33.3-317(4), all of the Association's Governing Documents and financial documents required by the most recent available version of the Contract to Buy and Sell Real Estate promulgated by the Colorado Real Estate Commission as of the date of the contract.
- (b) To request written copies of the above records, the Owner or the Owner's agent must follow the rules and procedures listed under Section 2 above and must pay in advance the copying

charges described in Section 2(e) above. If records are available on a website, the Owner or Owner's agent should use that website to obtain the records.

- (c) The Association uses reasonable efforts to provide copies but shall have no liability for the information provided, nor for compliance with any deadlines or other contractual requirements.

## **7. Enforcement of Policy**

- (a) Any violation of this Policy shall cause the immediate suspension of the inspection of copying until the violator agrees in writing to comply with this Policy, as well as other remedies such as fines. The Association's Board or its representatives may take any available legal action to enforce this Policy.
- (b) The Association will not honor any requests for inspection or copying that do not comply with this Policy, but the Association may send a written notice to the person who made the request indicating the nature of any noncompliance. Any Association representative who receives an oral request for inspection or copying shall refer the person asking the request to this Policy, and the Association or its representatives will have no further obligation to respond until it receives a written request on the Document Request Form.
- (c) The Association's Board shall be entitled to resolve any dispute regarding the Association's records based upon the Board's reasonable business judgment.
- (d) It is the obligation of every Owner to hold all information in appropriate confidentiality so that information is not released to other parties or misused by others. The Association shall not be liable for the disclosure or copying of any records which are required to be provided by statute or judicial proceeding. The Association does not warrant or represent the accuracy, completeness, or any other matter in the records provided. The requesting Owner shall release and indemnify the Association from any and all claims and liability related to requested records and any disclosure and/or use of such records.
- (e) The Board may, in its discretion, adopt a records retention and/or deletion procedure for any and all records, except as otherwise restricted by law.
- (f) The Association's Board shall be entitled to resolve any dispute regarding the Association's records based upon the Board's reasonable business judgment.

Effective date: August 8, 2022

**Document Request Form**

Name of Requesting Owner: \_\_\_\_\_

Requested Date and Time for Examination: \_\_\_\_\_

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

Daytime Phone: \_\_\_\_\_

I request to examine or copy the following:

**Governing Documents:**

- Declaration
- Articles of Incorporation
- Bylaws
- Design Guidelines
- Policies, Procedures, Rules and Regulations
- Board Minutes (please specify):

**Financial Documents:**

- Operating Budget
- Financial Statement

\_\_\_\_\_

Other: \_\_\_\_\_

Pursuant to Colorado State Law and the Association’s procedure regarding member access, inspection and copying of the Association’s documents, I agree to pay in advance the cost of copying and labor, as set by the Association’s records custodian. Payment must be received at time of examination, paid by certified funds or money order (no cash). I further agree that if the cost exceeds the estimate I will pay the additional charges at the time of inspection or prior to copying and delivery of records.

I certify that my request to review the books and records of the Association is in accordance with the Association’s Records Policy and that this request is not for commercial purposes or my personal financial gain or for any solicitation, illegal or other uses violating the Association’s Records Policy.

I understand that examination of books and records of this Association will be made available during normal business hours in accordance with state law at a time and place designated by the Association. I estimate that the inspection will require \_\_\_\_\_ hours. I understand that this Document Request Form must be submitted at least ten (10) days prior to inspection. I understand that I will pay as noted above, the labor costs for retrieving, copying, and/or witnessing the examination of books and records of this Association.

I agree that I am solely responsible for any legal liability or damages arising from or relating to my use of the information; and that the Association assumes no liability or responsibility for the information provided, nor its use or misuse, and that the Association does not warrant or represent the accuracy, completeness, nor any other matter in the materials provided.

I agree that any information I receive shall not be used for commercial, solicitation, illegal or other use in violation of the Records Policy, and to indemnify the Association from any claims or expenses resulting from the use of such information, in the even the records provided to me by the Association are used in violation of this Form; in such case, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and I shall be subject to all enforcement procedures available to the Association through its Governing Documents and/or Colorado law.

Signature of Requesting Owner: \_\_\_\_\_ Date: \_\_\_\_\_

**LIST OF ASSOCIATION RECORDS FOR  
POSSIBLE EXAMINATION AND COPYING**

The following Association Records may be available for examination and copying to the extent in existence and control by the Association, and in compliance with the Association's Records Rule:

1. Declaration of Covenants, Conditions and Restrictions of the Association (the "Declaration"); (this shall include the recording date and recording number of the Declaration);
2. Articles of incorporation;
3. Bylaws;
4. Policies, Procedures, Rules and Regulations, and Resolutions adopted by the Association under C.R.S 38-33.3-209.5 and other Rules or Policies, relating to the characteristics, qualifications, rights, limitations, and obligations, of Members;
5. Detailed records of receipts and expenditures affecting the operation and administration of the Association;
6. Records of claims for construction defects and amounts received pursuant to settlement of those Claims;
7. Minutes of all meetings of its Owners and the Board, a record of all actions taken by the Owners to the Board without a meeting, and a record of all actions taken by any committee of the Board;
8. Written communications among, and the votes cast by, Board members that are directly related to an action taken by the Board without a meeting pursuant to Section 7-128-202, C.R.S. or directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws;
9. The names of the Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Owner is entitled to vote;
10. Financial statements as described in Section 7-136-106, C.R.S., for the current and past three fiscal years and tax returns of the Association for the past seven years, to the extent available;
11. A list of the names, electronic mail addresses, and physical mailing addresses of its current Board members and Officers;
12. Association's most recent annual report delivered to the Secretary of State, if any;
13. Financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-316 (8) concerning statements of unpaid assessments;
14. The Association's most recent reserve study, if any;
15. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;
16. Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;
17. Ballots, proxies, and other records related to voting by Owners for a minimum of one year after the election, action, or vote to which they relate;
18. Resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
19. All written communications within the past three years to all owners generally as Owners;
20. The date of the Association's fiscal year;
21. The Association's operating budget for the current fiscal year;
22. A list (organized by unit type) of the Association's current regular and special assessments;
23. The results of any financial audit or review for the immediately preceding fiscal year;
24. A list of all Association insurance policies, the name, address and phone number of the Association and its managing agent, if any.

## **EXHIBIT H**

### **Policy and Rulemaking Procedure**

#### **1. Authority**

The Board of Directors shall have the authority to adopt policies, procedures and rules to the extent they do not conflict with the Declaration, Articles of Incorporation, and Bylaws of the Association (hereinafter collectively referred to as the “Governing Documents” or as the “Association Documents”) in order to interpret, supplement and/or enforce the Governing Documents.

#### **2. Board Resolves Questions of Construction**

If any doubt or questions shall arise concerning the true intent or meaning of any of the Governing Documents the Board shall determine the proper construction of the provision in question, and shall set forth in a written statement the meaning, effect and application of the provision. These determinations will thereafter be binding on all parties so long as it is not arbitrary or capricious, and they may be filed for record with the Clerk and Recorder of Fremont County.

#### **3. Notice to Membership**

In any case where the Board is adopting a major Policy or a Rule that will carry a fine, the Association may give notice to the Members of the Association prior to adopting the final policy/rule. This announcement can be made in a newsletter and the Owners should be told how they can obtain a copy of the proposed rule/policy (such as a posting to a website). The Association may invite comments from the Owners who cannot attend the meeting.

#### **4. “Rules” vs “Policies”**

Notwithstanding the above, there is a difference between “*Rules*” and “*Policies*”, even though both of these Governing Documents may be/are often combined into a single document or publication. Although both “*Rules*” and “*Policies*” are adopted at Board meetings, “*Policies*” are usually documented in the minutes; while “*Rules*” are sent to Owners after adoption, because the Owners are expected to comply (and can be fined if they fail to comply); by comparison, “*Policies*” do not require notice because Policies do not require any action by the Owners, and there are usually no fines for failure to comply. Notwithstanding the above, the Board may elect to combine Policies and Rules in any Exhibit in order to consolidate interpretations that the Board has made.

#### **5. Open Meetings**

Rulemaking meetings shall be conducted in public session. The Board will review written comments from Members who could not attend the meeting, and shall take comments from the Members in public session; the Board may then go into executive session as part of the deliberation process, but the Board must come back into open meeting for the final vote to adopt a Rule or Policy. The Board shall consider the following criteria for adopting or amending a



Policy, procedure or Rule:

- (a) reasonableness and necessity;
- (b) equal treatment of Members/Owners;
- (c) clear and unambiguous;
- (d) preservation, protection and enhancement of property values, and
- (e) consistent with Governing Documents and applicable law.

## **6. Publication**

Policies and procedures shall be effective upon adoption by the Board, and Rules shall be effective fifteen (15) days after sending Notice of the adoption, amendment or repeal of any Rule, in writing, to each Owner. This notice can ordinarily be accomplished by delivery or mailing to each Owner at the last known address furnished to the Association, or the Association may (but is not required to) send notice to the address used by the Fremont County Treasurer. Said writing may include a brief notice in a newsletter, which directs the Owners to publication of the Rules by posting to the website.

Effective date: September 1, 2009

**EXHIBIT I**  
**Architectural Control**

Each Owner shall strictly comply with the requirements for architectural approval, as set forth in Section 8.4 and in Article 9 of the Declaration.

1. **Manufactured Homes.** See the Amendment to the Declaration of Restrictive Covenants recorded on January 7, 2002, at Reception No. 742372 of the Fremont County records.
2. **Minimum Floor Area.** See the above-described Amendment.
3. **Garages.** See the above-described Amendment.
4. **Variance for Disability.** Notwithstanding any provision of the Association Documents, the Association shall allow reasonable modifications to dwellings that are necessary to afford a person with disabilities full use and enjoyment of those dwellings in accordance with the Federal Fair Housing Act of 1968, 42 U.S.C. Sec. 3604(f)(3)(A). Any requests for accommodation should be made in accordance with Section 12.2 of the Declaration and shall be handled in an expedited manner without adding any substantial expense to the applicant.
5. **Exception for Energy Devices.** Notwithstanding any provision of the Association Documents, the Owners can install “*solar energy or wind-electric energy generating devices*” (as those terms are defined in C.R.S. § 38-30-168). However, these measures/devices cannot be placed on:
  - (1) property owned by someone else;
  - (2) leased property (except with permission of the Owner);
  - (3) collateral for a commercial loan, without the consent of the lender; and/or
  - (4) general or limited common elements,

and shall be limited to reasonable architectural controls, such as (a) dimensions; (b) placement; or (c) external appearance that do significantly increase the cost or significantly decrease the performance or efficiency of such devices, unless there are bona fide safety requirements or sound issues, within the meaning of C.R.S. §§ 38-30-168(2)(b) and (c).

The list of specific energy saving devices items that are allowed (subject to the same factors described above) is as follows:

- (1) Awnings.
- (2) Shutters.
- (3) Trellises.
- (4) Ramadas.
- (5) Other shade structures marketed for the purpose of reducing energy consumption.
- (6) Garage or attic fans and associated vents or louvers.
- (7) Evaporative coolers.

- (8) Energy efficient outdoor lighting devices.
- (9) Retractable clotheslines.

6. **Roofing Materials.** The replacement of any roof shall comply with the standards for color, appearance, and type of non-flammable roofing materials as set forth in the Association Documents. The costs of such non-flammable materials must equal or exceed the replacement cost of the flammable materials for which they are being substituted, as determined by the Board or Architectural Review Committee in its sole determination. The Association shall not require the use of cedar shakes or other flammable roofing materials.
7. **Fire Mitigation Plans.** Any Fire Mitigation Plan requiring the removal of trees, shrubs, or other vegetation around the Unit must be registered with the Association before commencement of the work and the Association may require changes to the plan if the Association obtains consent of the person, official or agency that originally created the plan. Any such work shall comply with the Association Documents.
8. **Fences or Walls.** Fences or walls in the front or side yard must be approved by the Board, and may only be made of chain link, wood or vinyl. Cinderblock walls are specifically prohibited. Only short walls no higher than four (4) feet or open fences, such as split rail or picket fences shall be allowed within ten (10) feet of the street. Any taller fences or solid (privacy) fences must be connected to the dwelling. All fences shall be kept in good order and maintained such that missing portions of a fence or wall shall be less than ten percent (10%) of the exposed surface area in any twenty (20) foot length.

Subject to the above limitations, the Board shall have sole and complete discretion in interpreting, enforcing and determining compliance with the architectural control provisions of the Association Documents and upholding the authority of the Architectural Review Committee (the "Committee") which may be the Board itself. The Board may determine in its sole discretion whether any applicant has met the procedural and other requirements of architectural review as set forth in any further Design Guidelines that may be issued by the Association.

Effective date: August 8, 2022

**EXHIBIT J**  
**Pet Rule**

1. **Leash Requirement:** All dogs shall be walked on a leash and must not trespass on private property.
  - (a) Leashes must not be longer than six (6) feet in length.
  - (b) Florence Municipal Code 6.04.080 – Dogs at large prohibited. Due to City Code, we do not let dogs run “at large”.
  - (c) Dog(s) must be kept under control while leashed.
2. **Waste:** Each pet owner is required to immediately clean up and properly dispose of any solid waste deposited on the roads, sidewalks, common areas, or other homeowner’s property. The waste is to be placed in their own trash cans.
3. **Confinement:**
  - (a) All dogs shall be attached to a leash (6 feet or shorter) or other suitable control device if not confined to the owner’s residence.
  - (b) No animals are allowed to run free.
  - (c) The owner of any animal shall at all times be personally liable and responsible for all actions of such animals and any damage caused by such animal.

Effective date: August 8, 2022

## **EXHIBIT K**

### **Landscape Rule**

#### **I. Introduction**

**A. Purpose.** This Landscape Rule establishes the minimum Landscape requirements for Residential Properties and the minimum acceptable maintenance and vegetation requirements for Vacant Properties in the High Meadows Homeowners Association (the “neighborhood”). The term “Landscape Standards” describes the standards set forth herein, and any other Landscape standards set by the Board or ARC (see definition in Section II below).

#### **B. Intent.**

1. Landscape and lawn maintenance are major elements in achieving the appearance standards desired by the Association for the neighborhood. The natural environment is ecologically fragile and is difficult to replace where disturbed because the area is arid and the soil poor. When natural vegetation has been severely damaged or destroyed, the land is vulnerable to erosion and intrusion of noxious weeds. Immediate corrective action through Landscaping and seeding is required to prevent these adverse consequences.
2. Maintaining lawns and landscaping a Residence increases the value of the property and the value of other properties in the vicinity. Therefore, establishing these *Landscape Standards* is in the collective interest of the neighborhood. As the title indicates, these standards are “minimum” standards, and thus Owners are strongly encouraged to set higher personal standards for their own properties.
3. After complying with the *Landscape Standards*, Owners are not obligated to obtain ARC approval prior to expanding their plantings, except as to Landscaping that affects view corridors or causes growth of noxious vegetation. The ARC approval is required only to ensure minimum standards are met. However, if the Landscape expansion intends to include new physical exterior cosmetic or feature or elements, and these structural elements require construction, then these new structures will require ACC approval.
  - (a) Although subsequent ARC approval for plantings is not required, except as provided above, all conditions of the standards, policies, and covenants of the Association still apply, and the property owner is obligated to ensure changes to the Landscape comply with those standards, policies and covenants. Non-compliance is subject to potential covenant enforcement action by the Association.
  - (b) Although not obligated, Owners are encouraged to submit to the ARC for approval any additions or changes to their Landscape in advance of adding them. However, if ARC approval is obtained, Owners are assured their modifications and additions will not conflict with the Association’s rules and standards.

4. As noted above, the Board has enforcement authority, and will follow the procedures in the Covenant Enforcement Policy (Exhibit E of the policies required by Colorado law). Members with complaints are encouraged to follow the process therein, because the Policy describes the preference for mediation and the fact that the Board will not act unless it receives a written complaint.

## II. Definitions

- A. **“ARC.”** Architectural Review Committee, as defined in Section 2.1 of the Declaration; if there is no separate ARC, this term shall describe the Board of Directors, as defined at Section 1.2 of the Declaration.
- B. **“Berm.”** An area of raised ground not exceeding a height of six (6) feet, with gentle slopes of not less than a one (1) foot rise over a two (2) foot distance (2:1), with slopes of 3:1 or greater strongly encouraged. Berms are typically used for diversion of surface drainage or to create “islands” as accent features or borders with Landscaping treatments intensified on the “island”. Berms that are damaged by erosion must be repaired.
- C. **“Covenants” or “Declaration.”** The Amended Declaration recorded at Reception Nos. 626826 and 742372 of the records of Fremont County, Colorado.
- D. **“Front yard.”** The area of each Lot between the street and a line extended from the front corners of the Residence to each side lot line.
- E. **“Growing season.”** The time interval from two (2) weeks after the last killing frost after winter to two (2) weeks after the first killing frost before winter.
- F. **“Landscape” or “Landscaping.”** Plants other than native grasses, of various colors and height; ground covers including turf, spreading plants, stone, dry creek beds and mulches; bushes and trees; and Berms with plants added.
- G. **“Owner.”** Person, persons, or company that owns the property.
- H. **“Residential Property.”** Property on which a house has been constructed.
- I. **“Retaining Walls.”** A structure designed and intended to support earth on a relatively steep slope. One side is substantially exposed to view and the other side is almost entirely below grade.
- J. **“Turf Grass.”** Continuous plant coverage consisting of hybridized grasses that, when regularly mowed, form a dense growth of leaf blades and roots.
- K. **“Vacant Property.”** Property on which no house exists.

- L. **“Yard Waste.”** Gathered and un-gathered yard materials as a result of yard work or distributed dead organic materials such as leaves, branches, grass, flowers, brush, and bushes.
- M. **“Xeriscape.”** The application of the principles of landscape planning and design, soil analysis and improvement, appropriate plant selection, limitation of turf area, and use of mulches, irrigation efficiency, and appropriate maintenance that results in water use efficiency and water-saving practices.

### III. All Lots

- A. Yards and open spaces shall not be used for the storage of materials that are not part of an approved Landscape plan. Although temporary placement (not to exceed 24 hours) is allowed, any placement of materials in excess of that limit is considered storage, which is hereby prohibited. This restriction applies to, but is not limited to, interior household furniture, mattresses, yard tools, toys, bicycles, appliances or any other materials that are not designed for landscaping purposes. This shall also include material that is in its original packaging (i.e., bags of soil, mulch, rocks, etc.) if such storage is unsightly or constitutes a nuisance (as prohibited by Section 8.7 of the Covenants) in the reasonable opinion of the Association.
- B. Uncontained yard waste shall be removed from view of the street within thirty (30) days of generation, with one-week extensions given for adverse weather conditions precluding removal. “Adverse weather” includes sub-zero temperatures, snow cover, and rain-soaked surfaces.
- C. The time requirements stated above may be extended if an Owner submits (and the Board approves) a construction project, in which case the following time limits apply:
  - (1) Building and related construction, home improvement and repair materials shall not be stored in view for a period which exceeds sixty (60) days, and shall be stored as far as possible from any public street, road or lane in the neighborhood, and hidden to the fullest extent possible, and all waste from said projects shall be removed within sixty (60) days of project completion or after ninety (90) days of project inactivity.
  - (2) Larger tools and equipment, e.g. wheelbarrows (antique ornamental yard items must be Board-approved), ladders, mowing, aerating, fertilizing machines, ropes, cables, wire, exposed irrigation/sprinkler piping or hose larger than a drip line, fencing and similar materials shall not be left, stored or scattered in view for a period which exceeds sixty (60) days.
  - (3) Cartons, boxes, spare parts, poles, posts and like items shall not be left in view for a period which exceeds fifteen (15) days.

(4) Contained yard waste and unused landscape or construction materials within view of the street shall be stored as far from the street as possible and hidden to the fullest extent possible, and removed within thirty (30) days of project completion or after sixty (60) days of project inactivity.

D. The only other requirement for an unimproved Lot (which includes any vacant Lot, or a Lot where the existing structure is destroyed or is being rebuilt) shall be to mow the Lot in accordance with Section IV(G) below. Once a structure is complete, all the requirements of Section IV shall apply. Areas of barren ground will be permitted if it exists naturally and is not the result of excavation and dumping. Disturbed areas on any Lots caused by said activity must be re-established with native materials.

#### **IV. Front and Side Yard of Residential Property**

##### **A. Minimum Landscape Requirement.**

1. The front and side yard of each Lot improved with a Residence shall be landscaped in accordance with the guidelines set forth below.
2. No trees or other landscape material shall be permitted to cause sight distance problems with vehicles entering the adjoining street from driveways or nearby intersections. All disputes regarding sight distance shall be governed by the City of Florence's sight distance table, which shall be conclusive and binding on all parties.
3. When water use restrictions have been imposed by local government entities, the Association shall not require the maintenance or extensive use of turf grass, but any lawn areas shall require Xeriscape measures in place of turf grass. The procedure for approving proposed landscaping plans for Owners who wish to use Xeriscaping shall be the same as provided herein for lawns and landscaping. During a period of water use restrictions, the Association shall suspend any enforcement actions against Owners whose landscaping dies as a result of compliance with the imposed watering restrictions, provided that the Owner complies with the Xeriscaping requirement.

##### **B. Landscape Deadline.**

1. In any case where new construction has been completed, immediate action is required to re-establish landscaping on all disturbed areas of the property. The ARC shall determine when the construction of the house has been completed and therefore when restoration of disturbed areas must be initiated. In the event a house or other construction project remains incomplete with slow or no progress toward completion, etc., the ARC may require some, or all, disturbed areas to be immediately restored prior to project completion.
2. Upon occupation of a new construction, within either: (i) three (3) months, or (ii) the beginning of the first growing season following winter – whichever is later – the Owner must either submit to the ARC a project application for proposed Landscape, or submit



a written request to the ARC for delay of the Landscape application which includes a specific alternative deadline by which the application will be submitted. The ARC may accept delay requests of limited duration in order to accommodate seasonal considerations.

3. Fully landscaped front yards must be complete within one (1) year of occupancy. Yards must be turf or Xeriscaped. Natural indigenous occurring plants should not exceed twelve (12) inches in height and should be Board-approved.

### **C. Landscape Maintenance.**

1. All plantings included in an approved Landscape plan must be properly maintained and replaced with comparable plants if the originals do not survive. Even in periods of drought, all Owners must maintain some type of Landscaping, regardless of whether or not they chose to Xeriscape; “Xeriscape” does NOT allow an Owner to allow all the turf grass to die and just cover it with rocks or let weeds run rampant.
2. All Landscaping, including, without limitation, vegetation, ornamentation, and improvements, must be kept in a neat and attractive condition, meeting or exceeding these *Landscape Standards*, and minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plant material, elimination of weeds and undesirable grasses and removal of trash, as set forth below:
  - (a) **Lawns** shall be kept in good order and maintained within the following criteria:
    - (1) **Lawn Coverage** – The lawn shall be alive during the growing season;
    - (2) **Lawn Height** – Lawn height shall be kept in accordance with Section IV(G) below;
    - (3) **Lawn Weeds** – Removed during growing season;
    - (4) **Waste** – Any animal waste must be removed twice weekly;
    - (5) **Weeds** – Mowed weeds are not allowed as a substitute for a lawn.
  - (b) **Flower Beds and Rock Gardens** shall be kept in good order, maintained, and weed free;
  - (c) **Bushes and Shrubs** shall be kept in good order and maintained within the following criteria:
    - (1) **Dead Material** – Visible dead organic material shall be removed; and
    - (2) **Encroachment** – Bush or shrub growth encroachment upon another’s property shall be removed at the property owner’s request.
  - (d) **Ponds and fountains** shall be kept in good order and maintained within the following criteria:

- (1) Water within a pond or fountain shall be kept moving in such a manner to preclude the egg-laying and subsequent hatching of insects; and
  - (2) Access to pond or fountain water surfaces shall be limited to prevent an accidental drowning of a small child.
- (e) **Yard Waste.** Removable objects, yard waste, landscape materials and construction materials must be handled as follows:
- (1) Uncontained yard waste within view of the street shall be removed within thirty (30) days of generation with one-week extensions given for adverse weather conditions precluding removal. “Adverse weather” includes sub-zero temperatures, snow cover, and rain-soaked surfaces.
  - (2) Contained yard and construction waste within view of the street shall be stored as far from the street as possible and hidden to the fullest extent possible. Containment methods include plastic, wooden and metal containers, along with tarps. Container and tarp materials shall be solid in color and kept in good condition. The waste shall be removed within thirty (30) days of project completion or after sixty (60) days of project inactivity.
  - (3) Unused landscape or construction materials within view of the street shall be contained as much as physically possible and removed within sixty (60) days of project completion or after ninety (90) days of project inactivity. Containment methods include plastic, wooden, and metal containers, along with tarps. Container and tarp materials shall be solid in color and kept in good condition.

**D. Material and Species Selection.** The dry conditions of the area and the limitation of authorized water usage for each property dictate that emphasis be placed on selecting plants that do well in this climate with minimum supplemental watering after being established. A variety of plants satisfy these characteristics and a suggested list can be obtained from nearby nurseries.

**E. Erosion Control.** Owners shall ensure that along their property boundaries, and within the road right-of-way where the width of the right-of-way does not exceed sixty (60) feet, erosion is controlled and native vegetation is established unless otherwise waived by the ARC. Owners shall not create any drainage obstructions from, or adjacent to roads.

**F. Trees.**

1. Property Owners shall dispose of all debris of cleared trees to prevent accumulations of brush, stumps, branches, trash or other materials, which may constitute a fire hazard and/or render a Lot unsightly, and to avoid further infestation.

2. Owners must quickly treat or remove trees infected by pine beetle or other insects or parasites, which can kill trees by spreading to adjacent trees. However, prior to spraying any chemicals, Owners must give 24-hour advance notice to all adjacent neighbors.
3. Owners may store firewood if uniformly cut and placed in neat stacks on the property, provided the wood is not infested, or if it was, it is first properly treated to ensure the infestation is eliminated before stacking. Owners shall not store wood in front of the Residence or garage for more than fifteen (15) days.
4. In addition to the requirements set forth above, trees and hedges shall be kept in good order and maintained within the following criteria:
  - (a) **Dead Material** – Visible dead organic material shall be removed if it is feasibly possible to do so from the ground; if the dead material poses a safety hazard, it shall be removed at any height;
  - (b) **Safety** – Any tree or hedge growth encroachment causing right-of-way impediment or that impedes visibility for safe travel on a right-of-way shall be removed; and
  - (c) **Encroachment** – Any tree or hedge growth encroachment upon another’s property shall be removed at the property owner’s request.

For the purposes of this provision, “maintain” shall also include adequate watering and pest and disease control of the vegetation. The Association has the right to inspect vegetation to ensure that it is being properly maintained.

**G. Mowing.** Turf areas must be regularly mowed during the growing season to present a well-maintained lawn. Areas of natural prairie grass must be mowed on Unimproved Properties with sufficient regularity as to mitigate any fire hazard created by tall, dry grasses, and to control the growth and spread of noxious weeds. Equipment best suited to the site should be used and Owners should follow correct horticultural guidelines to keep your turf at a healthy state. Clippings should be removed when there is an overabundance, such as immediately after rain. Concrete and asphalt surfaces should be left free of grass clippings. Grasses and weeds longer than twelve (12) inches shall be presumed to be fire hazards, and are accordingly prohibited, unless such grasses are ornamental grasses covering limited areas which are part of a landscape feature.

**H. Edging.** Vertical edging should be performed as needed during the growing season, along all sidewalks and curb junctures with the turf areas and all surfaces should be cleaned of debris. Chemicals can be sprayed along asphalt edges and around trees. Along foundation perimeter, only string trimmers or chemical herbicides should be used around objects to keep a neat appearance.

**I. Area Clean Up.**

- (a) At the time of mowing, all turf, shrub, rock and garden areas, and curb lines on all streets should be cleaned up, weeded and loose trash and debris removed, in accordance with Section IV(C)(2)(e). Grass clippings should be removed from the walkways.
- (b) Owners are required to clean up leaves on the property during the fall and they are encouraged to accept the help of volunteers who are willing to provide assistance.

**J. Weeds.**

- (a) Weeding garden, rock and shrub bed areas should be weeded by hand or by the application of chemicals to prevent the appearance and accumulation of objectionable weed growth. The property should be checked on a regular basis and spray to kill weeds in rock, asphalt, concrete cracks and planter beds. Bedding materials such as rock, bark or mulch should be maintained in an aesthetically acceptable manner.
- (b) The minimum standards of weed control are set by City Code. However, the Board reserves the right to determine when weeds become a fire hazard, and noxious weeds must be controlled and prevented from spreading. This will likely require a recurring effort by the Owner if inadequate attention to the problem of noxious weeds has allowed their establishment on the property.

**K. Noxious weeds** must be controlled and prevented from spreading. This will likely require a recurring effort by the Owner if inadequate attention to the problem of noxious weeds has allowed their establishment on the property.

**L. Extraneous Materials.** The restrictions in Section III.A above apply in all cases, except for periods of construction in accordance with Section III.B above. In addition to the prohibited nuisances described in that section, the following prohibitions shall apply:

- (a) No Owner or occupant shall allow garbage cans, supplies, milk bottles or other articles to be visible outside the home or garage, except on the day of collection of said items. The aforementioned items are to be stored:
  - (1) inside the garage;
  - (2) behind a backyard fence or confinement fence that matches the pre-existing fence. If no pre-existing fence exists then any fence needs to be Board-approved; or
  - (3) behind an “L-shaped” containment fence (such fence needs to be Board-approved).
- (b) All refuse must be placed in a proper receptacle or in a strong plastic bag, sealed, and placed on the date of collection only.

**M. Greenhouses** are allowed if approved by the ARC.

**N. Other Structures.** Storage facilities, and other structures separate from the house, must be Landscaped to an extent at least comparable to the house, to offset the otherwise austere

appearance of the detached structure. Other structures must be approved by the ARC as outlined in Section 9.4 of the Declaration.

**O. Fences** in a front or side yard must be approved by the ARC and shall be kept in good order and maintained within the following criteria:

- (1) **Missing Pieces** – Missing portions of a fence or wall must be replaced
- (2) **Vertical Alignment** – must be maintained

**P. Driveways and Walkways.** These areas must have well-defined edges that provide a neat and distinctive boundary between the gravel drive and adjoining vegetation. This will normally be accomplished by Landscape edging material, stone, or other treatments as approved by the ARC. Driveways must be kept clear of all vegetation unless otherwise approved by the ARC and an inherent feature of a unique and attractive drive, and driveways and walkways shall be kept in good order and maintained within the following criteria:

- (1) **Foreign Growth** – Weeds and other organic material growing within the delineation of a driveway or walkway shall be removed;
- (2) **Voids** – Holes or visible damage in concrete or asphalt driveways or walkways greater than 1 square foot must be covered; and
- (3) **Waste** – Any animal waste must be removed twice weekly.

**Q. Drainage.**

- (a) Surface drainage entering and leaving the property shall not be routed or altered in such a manner as to increase or concentrate drainage upon an adjacent property.
- (b) Owners shall not create any drainage obstructions from, or adjacent to, roads.

**V. Noncompliance**

Failure to comply with any Landscaping requirements may result in any or all of the following, according to the discretion of the Board or ARC:

- A. The Board or ARC may require noncompliant Owners to redo their Landscaping so that it complies with the applicable requirements, which may include, without limitation, resubmittal of plans and any applicable compliance fee; and
- B. The ARC may recommend to the Board, and the Board may impose, a daily fine against the noncompliant Lot and its Owner until the violation is corrected. The amount of said fine shall be determined by the Board, and shall be an amount likely to ensure compliance.
- C. The Board shall not levy any fines without first giving the affected Owner(s) notice and an opportunity for a hearing.

D. In addition to the above remedies, the Association, Board, and ARC shall have all other rights and remedies available under the applicable Covenants, laws and statutes.

**VI. Interpretation**

Because it is the Board's intent that the ARC have wide latitude in deciding Landscaping issues, the interpretation of this and other Landscaping rules, regulations, policies, procedures, and guidelines of the Association shall be ordinarily left to the sole discretion of the ARC. In the event of a dispute between the ARC and an Owner over the interpretation of any governing document, the Owner may appeal to the Board, which shall have the power and authority to decide that matter in the Board's sole, subjective discretion.

Adopted: August 15, 2012

Revised effective: August 8, 2022

**EXHIBIT L**  
**Vehicle, Traffic, Parking and RV Storage Facility Rules**

**1. Purpose:**

By authority set forth in Section 8.9.3 of the Declaration of the High Meadows Homeowners Association (“HMHOA”) and Sections 10.04.070 and 10.04.090 of the Florence Municipal Code (the “Code”), the Board of Directors of that Association (the “Board”) has adopted rules governing the use of streets, driveways and RV storage areas within the confines of High Meadows (herein referenced as the “neighborhood” or as the “community”). The content of this document is intended to be additive, not to contradict or supersede any code or law set forth by the City of Florence or any of its departments.

- (a) Section 8.9.3 of the Declaration describes the reasons why controlling traffic and parking is deemed so absolutely crucial in this neighborhood; and the RV storage area (the “Area”) is likely to be filled in the near future.
- (b) As a result of these factors, especially the narrow streets in High Meadows (the “Streets”) that impede normal traffic and create higher visibility across the Streets in this community than other neighborhoods in the City of Florence (the “City”), the need to regulate traffic and parking is deemed to be positively correlated with safety risks and property values in accordance with the Code. For said reasons, any use of vehicles in HMHOA shall be conducted in a manner that does not disturb the safety of other residents and does not detract from the appearance of the surrounding neighborhood properties, in accordance with the standards set forth below.
- (c) Therefore, it is the policy of this Board that any vehicle owned by an owner or occupant of property in the community shall be subject to and shall comply with all parking and traffic rules of the City, pursuant to Section 8.7 of the Declaration, which requires that all ordinances of the City shall be observed. Each owner or occupant is responsible for ensuring that their visitors and guests comply with all parking and traffic rules of the City. For the purpose of this rule, a “visitor” is defined as:
  - (1) anyone who does not permanently reside in a home located within the confines of the community;
  - (2) grown children of an owner/occupant who periodically returns from school or to visit;
  - (3) a relative, friend, business associate, etc. who visits an owner/occupant two or more times a week;
  - (4) anyone who visits an owner or occupant for forty-eight (48) hours or longer; or
  - (5) an owner or occupant who has been granted permission by the Board in

accordance with Paragraphs 3(e) and 4(a) below.

## **2. Traffic:**

All vehicles driven within the community must be properly registered and have a current license plate, must be insured as required by the State of Colorado, and must be driven in a manner that is safe and must comply with the posted speed limit of 25 m.p.h. (on the Streets).

## **3. Parking Rules:**

- (a) All vehicles parked within the community must be properly registered and have a current license plate, and be insured as required by the State of Colorado.
- (b) As per the local ordinance, commercial or private vehicles shall not be parked overnight on the Streets in order to allow safe passage of vehicles on the Streets.
- (c) In order to avoid the negative appearance of a parking lot or the need to determine whether vehicles are properly registered and insured, any vehicles parked in any front of any house or driveway must be owned by and registered to a resident of the house where the vehicles are parked, and must be parked only in the driveway.
- (d) For the purpose of this Rule, an “unused vehicle” is defined as a vehicle that is inoperable or unlicensed, or a vehicle that is parked in front of any house or in any driveway that has not left the neighborhood for a period of thirty (30) consecutive days.
- (e) All commercial vehicles, vehicles larger or wider than seven (7) feet, or vehicles that weigh over ten thousand pounds (10,000 lbs), recreational vehicles, utility trailers, boats and trailers must be stored/parked in the rear yard in a manner that is concealed from view from, or at least seventy-five (75) feet from, any public street, road or lane in the neighborhood, except as provided below.
- (f) The above-described prohibition does not apply to barely visible situations, such as “pop-up” trailers parked on the side of a home, but trailers may not be left in the front of any home or in the street, even when connected to a vehicle used to tow the trailer, for more than four (4) days.
- (g) The above-described prohibition does not apply to temporary situations, such as recreational vehicles parked in front of any house in the neighborhood for loading, unloading or cleaning, so long as such use lasts no more than four (4) consecutive days and no more than seven (7) days during any thirty (30) day period.
- (h) Any owner or occupant with a special situation may petition the Board in writing for an exception to the parking rules as outlined in Paragraph 4 below.

## **4. Exceptions to Parking Rules:**



- (a) The provisions of Paragraph 3 above do not apply to occasional events, such as parties or short-term visitors, provided, however, that owners of properties in the Streets must make certain that their guests park on only one side on the Streets in order to avoid impeding traffic on the Streets.
- (b) Any owner or occupant with a special situation or who, for good a reason, has a provable need to park their own vehicle in a manner that violates the parking rules may petition the Board in writing for an exception to the parking rule.
- (c) Notwithstanding the foregoing, parking of emergency motor vehicles is permitted in a home occupant's driveway or in HMHOA's streets if the emergency motor vehicle meets each of the following requirements:
  - (1) the emergency motor vehicle is required by the home occupant's employer as a condition of employment;
  - (2) the emergency motor vehicle weighs ten thousand pounds (10,000 lbs) or less;
  - (3) the home occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services;
  - (4) the emergency motor vehicle has some visible emblem or marking designating it as an emergency vehicle; and
  - (5) the parked emergency motor vehicle does not block emergency access or interfere with the reasonable needs of other owners or occupants to use the streets and driveways within the community.

## **5. Prohibited Activities:**

No mechanical, service, or repair work shall be done to any vehicle that is visible from any public street, road or lane in the neighborhood, except for light repair to automobiles that belong to occupants, and such work must be completed within fifteen (15) days. Light repair shall include, but shall not be limited to, the following types of repairs: replacing a battery; changing a bad headlight or taillight; inflating or changing a tire; or adding oil. Such repair may also be done to start or move a disabled vehicle.

## **6. RV Storage Procedures:**

- (a) Anyone wanting to use a space in the Area ("User") must live in HMHOA, and each individual household will be considered a single User for residency purposes. One household can be considered a single user for residency purposes. As a result, even if multiple people live in the same house, the entire household shall be counted as one User according to HMHOA guidelines.

- (b) Only vehicles (motor vehicles, boats on trailers, RV, Campers, ATVs, trailers) can be stored in the Area.
- (c) Abandoned vehicles, trailers, etc. and/or vehicles, trailers, etc. not registered with the HMHOA will be towed at the owner's expense in accordance with state and local laws.
- (d) The gate must be locked EVERY TIME a User leaves the Area (even if the User is just running back to their house).
- (e) Users are allowed to use the Area as long as they have a registration card filed with the Board.
- (f) Each User with more than two (2) items will be required to find an outside storage facility for those items as the Area fills up.
- (g) Once the designated Area is full and cannot accommodate any more vehicles, new storage requests will be placed on a waitlist in the order they are submitted. While on the waitlist, homeowners will be required to find alternative storage options outside of the subdivision, as keeping RVs or similar items at their houses is prohibited according to the Code and the HMHOA Covenants.

Effective date: September 1, 2023