

# **EAGLE RIDGE H.O.A.**

## **RULES AND REGULATIONS**

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**EAGLE RIDGE H.O.A.**  
**POLICY FOR CONDUCTING ASSOCIATION MEETINGS**  
**Effective: Jan 1, 2006**

**1. Introduction.**

The Board of Directors (the “Board”) of EAGLE RIDGE H.O.A., a Colorado non-profit corporation (the “Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for EAGLE RIDGE H.O.A. (a Common Interest Community) (the “Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act (“CCIOA”), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

**2. Policy Purpose.**

The purpose of this Policy is to emphasize that meetings of the Association’s Board and its Members must be conducted in accordance with the Association Documents and applicable law. The Association Documents (in particular, its Bylaws), CCIOA and the Colorado Revised Nonprofit Corporation Act (the “Nonprofit Act”) contain numerous provisions governing meetings of the Association’s Members and Directors including, without limitation, provisions regarding notices, quorums, proxies, voting and Member participation in the meetings. It is not the intent of this Policy to restate those provisions, but rather to provide overall guidance on the requirements governing the conduct of Association meetings.

**3. Member Meetings.**

3.1 Governing Documents and Laws. Meetings of the Association’s Members shall be conducted in accordance with the requirements of the Association Documents (especially the Bylaws), CCIOA and the Nonprofit Act, to the extent applicable.

3.2 Parliamentary Procedure. Unless otherwise provided in the Association Documents, meetings of the Members shall be conducted in accordance with (a) Robert’s Rules of Order Newly Revised, or (b) such other generally recognized rules of parliamentary procedure as may be adopted by resolution of the Board.

3.3 Order of Business. Unless otherwise provided in the Association Documents, or unless a different order of business is set forth in any meeting agenda established by the Board, the order of business at meetings of the Members will be the following:

- Establish quorum.
- Call meeting to order.
- Approval of minutes of prior meeting.
- Reports of committees/officers.
- Old business.
- New business.
- Adjournment.

3.4 Meeting Minutes. Minutes of Member meetings will be taken by (a) the Association Secretary, (b) in the absence of the Secretary, any other officer designated by the President, or (c) a representative of the Association's management company, provided that the Secretary must review and sign the minutes prepared by such representative, and further provided that the Secretary is ultimately responsible for the accuracy of the minutes. The minutes will be maintained in the Association's permanent records.

#### 4. **Board Meetings.**

4.1 Governing Documents and Laws. Meetings of the Association's Board shall be conducted in accordance with the requirements of the Association Documents (especially the Bylaws), CCIOA and the Nonprofit Act, to the extent applicable.

4.2 Parliamentary Procedure. Unless otherwise provided in the Association Documents, meetings of the Board shall be conducted in accordance with (a) Robert's Rules of Order Newly Revised or (b) such other generally recognized rules of parliamentary procedure as may be adopted by resolution of the Board.

4.3 Order of Business. Unless otherwise provided in the Association Documents, or unless a different order of business is set forth in any meeting agenda established by the Board, the order of business at meetings of the Board will be the following:

- Establish quorum.
- Call meeting to order.
- Approval of minutes of prior meeting.
- Reports of committees/officers.
- Old business.
- New business. (including owner input on both sides of an issue that is going to be voted on by the Board)
- Adjournment.

4.4 Meeting Minutes. Minutes of Board meetings will be taken by (a) the Association Secretary, (b) in the absence of the Secretary, any other officer designated by

the President, or (c) a representative of the Association's management company, provided that the Secretary must review and sign the minutes prepared by such representative, and further provided that the Secretary is ultimately responsible for the accuracy of the minutes. The minutes will be maintained in the Association's permanent records.

4.5 Executive Sessions. Executive or closed-door sessions of the Board shall be conducted in accordance with CCIOA (CRS §38-33.3-308).

### CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the EAGLE RIDGE H.O.A. (the "Association") certifies that the foregoing Policy for Conducting Association Meetings was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on \_\_\_\_\_, 2005.

Dated this \_\_\_\_\_, 2005.

EAGLE RIDGE H.O.A.

By: \_\_\_\_\_  
Secretary

**EAGLE RIDGE H.O.A.**  
**POLICY FOR HANDLING CONFLICTS OF INTEREST**  
**OF EXECUTIVE BOARD MEMBERS**

**Effective: Jan 1, 2006**

**1. Introduction.**

The Board of Directors (the “Board”) of EAGLE RIDGE H.O.A., a Colorado non-profit corporation (the “Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for EAGLE RIDGE H.O.A. (a Common Interest Community) (the “Declaration”) (such documents being collectively being referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act ( “CCIOA”), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

**2. Policy Purposes.**

The purposes of this Policy are:

2.1 To set forth procedures and rules to identify and handle conflict of interest situations involving Board members

2.2 To provide a framework for appropriate education of existing and new Board members as to (a) their responsibilities in terms of timely disclosing conflict of interest situations and (b) the limits CCIOA places upon the participation of a Board member with a conflict of interest; and

2.3 To provide a mechanism for the Board to take up and reconsider any decision or action which may inadvertently be rendered without appropriate disclosure and handling of a Board member conflict of interest.

**3. Identification and Disclosure of Conflict of Interest Situations.**

3.1. Definition of Conflict of Interest. Unless the Declaration provides a more expansive definition, in which case the Declaration controls, a “conflict of interest” exists pursuant to CCIOA where a contract, decision or other action being considered by the Board would financially benefit:

a. Any Board member; or,

b. Any person who is a Board member’s parent, grandparent, spouse, child, sibling; or, who is the parent or spouse of one of these persons.

3.2 Declaration and Disclosure of Conflict of Interest. A Board member who has a conflict of interest regarding any contract, decision or other action shall declare

and disclose the conflict of interest in an open meeting before the Board conducts any substantive discussion of the issue. In making such declaration and disclosure, the affected Board member shall:

- a. Identify, by agenda item or otherwise with such particularity as necessary to identify the issue in question, the specific pending contract, decision or other action as to which the conflict of interest arises; and
- b. Describe the person or person(s) among those described above in the definition of “conflict of interest” who would financially benefit from the contract, decision or other action; and
- c. Disclose the nature and magnitude of the financial benefit that would arise out of or as a function of the Board’s decision on the contract, decision or other action.

**4. Limits on Participation by Board Member who has disclosed a Conflict of Interest.**

- 4.1 Discussion. Unless the Declaration provides for stricter limits on participation, in which case such stricter limits control, a Board member who has a conflict of interest may, after identifying and disclosing the conflict, participate in the Board’s discussion of the pending contract, decision or other action.
- 4.2 Voting. A Board member who has a conflict of interest shall not vote on any matter related to consideration of the contract, decision or other action implicated by the conflict of interest.

**5. Reconsideration of Decisions Impacted by Improperly Handled Conflict of Interest.**

- 5.1 Effect of Non-Compliance: Any contract, decision or other action of the Board which is adopted subject to a conflict of interest in violation of the identification, disclosure, and participation limitations set forth above shall be void and unenforceable.
- 5.2 Reconsideration / Ratification: Where the Board identifies a previous contract, decision or other action which was adopted in violation of the identification, disclosure and participation limits above, the Board shall, at an open meeting, take the matter up for reconsideration. At such meeting:
  - a. The Board member with a conflict of interest shall fully identify and disclose the conflict as provided above; and
  - b. The Board shall discuss the reason(s) why the identification, disclosure or participation limitations above were overlooked or otherwise improperly handled during previous adoption of the decision; and

- c. The Board shall discuss whether, after having considered the foregoing considerations, the contract, decision or other action should be ratified by a new vote in compliance with this Policy; and
- d. The Board shall conduct a new vote on the question of ratification, with the Board member(s) affected by the conflict of interest abstaining from participation in such vote, as required by this Policy.

**6. Board Member Education.**

- 6.1 Existing Board Members. Upon adoption of this Policy, the Association Secretary shall provide all existing Board members with a copy of this Policy.
- 6.2 New Board Members. Following adoption of this Policy, the Association Secretary shall promptly provide all new members of the Board elected or otherwise seated on the Board with a copy of this Policy.
- 6.3 Signed Copies. Each Board member shall sign an acknowledgement that the Board member has received and read this Policy. All such acknowledgements shall be maintained by the Secretary with the books and records of the Association.
- 6.4 Annual Refresher. At least annually, the Board of Directors shall discuss this Policy and its requirements.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the EAGLE RIDGE H.O.A. (the "Association") certifies that the foregoing Policy for Handling Conflicts of Interest was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on \_\_\_\_\_, 2005.

Dated this \_\_\_\_\_, 2005.

EAGLE RIDGE H.O.A.

By: \_\_\_\_\_  
Secretary

**EAGLE RIDGE H.O.A.**  
**POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS**  
**Effective: Jan 1, 2006**

**1. Introduction.**

The Board of Directors (the “Board”) of EAGLE RIDGE H.O.A., a Colorado non-profit corporation (the “Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for EAGLE RIDGE H.O.A. (a Common Interest Community) (the “Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act ( “CCIOA”), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

**2. Policy Purposes.**

The purposes of this Policy are to:

2.1 Set forth procedures and rules to promote the consistent and predictable handling of requests by Unit Owners for the inspection and copying of Association records;

2.2. Protect the Association and its members from abusive records requests which are not interposed for a proper purpose, which fail to describe with particularity the records sought, or, which seek records not relevant to the stated purpose of a request.

**3. Document Retention Policy.**

3.1. Compliance with CCIOA. It is the policy of the Association to maintain all records required to be maintained by CCIOA, as well as any additional documents which are designated for retention in any more broadly encompassing provision of the Association Documents.

3.2 Form of Records. It is the policy of the Association to maintain the required records in written or electronic form, with a preference given to electronic storage so long as such documents can be easily converted to written form within a reasonable time. For purposes of this section, “reasonable time” shall mean a time period sufficient to allow conversion of documents to written form within five (5) business days from a proper request for review and copying as provided below.



- 3.3. Protection of Original Documents. It is the policy of the Association that “original” records of the Association shall be appropriately protected from damage, loss or spoliation. As such, “original” documents shall not be subject to unsupervised inspection and review, and the Association will either provide for supervised review of original materials or the provision of photocopies of the requested materials with the requesting Unit owner responsible for reimbursement of the Association’s actual cost for duplication expenses.

4. **Procedure for Requesting Inspection of Records.**

- 4.3 Document Inspection / Copying Request form. Any Association Unit Owner seeking to inspect or copy Association records shall submit a request in substantially the form of the attached “Records Inspection / Copying Request” to the Association through its managing agent, if applicable, or if the Association has no acting managing agent, then through the Association’s Secretary. The date on which a compliant written request is received by the responsible Association representative shall be deemed the “Date of Request.”
- 4.2 Review of Request. Upon receipt of a written Records Inspection / Copying Request, the Association’s managing agent, if applicable, or else the Association’s Secretary shall review the request and determine in good faith whether the purpose of the request is proper; whether the request describes the records sought with reasonable particularity; and whether the records sought are relevant to the purpose of the request. In making such determinations, consideration shall be giving to the following:
- a. Purpose of the Request. The reason stated by the requesting Unit Owner must be such that the request can be considered to have been interposed in good faith and for a proper purpose. For purposes of this section, any request which, on its face, appears to be interposed for purposes of commercial marketing, for direct sales campaigns, to enrich the owner making the request, or which is specifically calculated solely to annoy, harass, or oppress the Association or any Unit Owner or Unit Owners shall not be considered a “proper purpose.”
- b. Description of Materials Sought: A request shall state with reasonable particularity the records sought and their connection with the purpose identified as the reason for the request. For purposes of this section, for example, a request seeking “all association documents related to covenant violations” would not be a request made with reasonable particularity. However, a request identifying specific classifications of documents (such as minutes, decisions, contracts, or policies) that is appropriately limited in time and scope (i.e., seeking records for a specific and pertinent time frame) shall be considered to have been interposed with the required reasonable particularity.

- c. Relevance: Finally, a request shall seek only documents that are relevant to the stated purpose of the request. In determining whether the materials sought are relevant to the purposes identified in the request, the Association's managing agent, if applicable, or else the Association Secretary shall consider the nexus between the materials and the Unit Owner's stated purpose, as well as any further explanation provided by the requesting Unit Owner.

## **5. Production of Records for Inspection / Copying.**

- 5.1 Production of Records. The Association shall make the requested records available for inspection or copying within five (5) business days of the Date of Request. In the event that the Association determines some part of the request is improper, it shall nevertheless produce such records as are responsive to the request to the extent such request is proper. The Association shall generally identify any records it has elected to withhold in order to preserve the Attorney Client privilege as contemplated by CCIOA, and in addition, it shall advise the requesting Unit Owner if any part of the request is rejected because the Association believes it seeks records for an improper purposes, or does not identify the records sought with reasonable particularity, or if the records sought are not deemed by the Association as relevant to the stated purpose.
- 5.2. Where Copies are requested. Where a Unit Owner has requested photocopies of all records requested, the Association's managing agent, if applicable, or otherwise the Association's Secretary shall provide the requesting Unit Owner with a good faith estimate of the approximate number of pages implicated by the request and shall identify the expected cost per page for copies the Unit Owner is expected to be invoiced for reimbursement of the Association for its actual cost in having copies prepared. Prior to any copies being ordered, the Association may at its election require the requesting Unit Owner to prepay the estimated actual per page copying expense. Once copies are prepared and the actual per page copying charges are ascertained, the Association shall credit any such prepayment toward the actual costs, and either collect any shortfall or refund any overage. All copying shall be performed within five (5) business days of the Date of Request.
- 5.3 Policies related to Inspection: Inspection of Association records may be accomplished by providing either "original" records or photocopies of such records. Where "original" records are to be inspected, this process shall be supervised by the designee of the Association's managing agent, if applicable, or otherwise by the designee of the Association's Secretary. All inspection shall be scheduled to commence within five (5) business days of the Date of Request. Inspections shall occur during business hours and at the time and place designated by the Association. Supervised inspections of "original" Association documents shall not exceed two (2) hours in any single session. Where the Association elects to make photocopies of documents available for inspection instead of

originals, a Unit Owner may inspect the same for up to five (5) hours per business day. During records inspections, a Unit Owner may designate certain portions of the records for copying; in which case the policies related to copying specified in Section 5.2 shall apply from the time such records are designated.

**6. Other Rights of Inspection / Access to Association Records.**

This Policy shall not impact, affect, or limit any Unit Owner's rights relative to access to, or inspection and copying of Association records as may exist under Colorado corporate statutes, in litigation proceedings involving the Association and a Unit Owner, or the power of a Court of appropriate jurisdiction to compel production of records on proof by an owner of a proper purpose.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the EAGLE RIDGE H.O.A. (the "Association") certifies that the foregoing Policy Regarding Inspection and Copying of Association Records was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on \_\_\_\_\_, 2005.

Dated this \_\_\_\_\_, 2005.

EAGLE RIDGE H.O.A.

By: \_\_\_\_\_  
Secretary

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**REQUEST FOR INSPECTION / COPYING OF ASSOCIATION RECORDS**

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Association Member Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**I HEREBY REQUEST THAT EAGLE RIDGE H.O.A. PROVIDE ACCESS TO THE BOOKS AND RECORDS OF THE ASSOCIATION.**

I. State the Purpose of the Request. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

II. Describe with Reasonable Particularity the Books and Records Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

III. Type of Review: (choose one)

I wish to review records at the Association's location.

I wish to pay for copies of the records I have requested.

IV. Certification and Acknowledgement of Association Records Policies:

I certify that my request to review the books and records of the Association is for a proper purpose related to my membership in the Association, and that this request is not for a commercial purpose or my personal financial gain or enrichment.

I acknowledge and accept the Association's records access and inspection procedures and agree that I have been provided with an opportunity to review the same. I acknowledge and agree that the books and records will be made available to me in accordance with the Colorado Common Interest Ownership Act and only at such time and place as provided by the Association. I agree that I will be responsible to pay the Association's actual cost per page for any records I seek to have copied, and that I may be required to prepay these costs before copies are provided.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EAGLE RIDGE H.O.A.**  
**POLICY FOR INVESTMENT OF RESERVE FUNDS**  
**Effective: Jan 1, 2006**

**1. Introduction.**

The Board of Directors (the “Board”) of EAGLE RIDGE H.O.A., a Colorado non-profit corporation (the “Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for EAGLE RIDGE H.O.A. (a Common Interest Community) (the “Declaration”) (such documents being collectively being referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act ( “CCIOA”), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

**2. Policy Purposes.**

The purposes of this Policy are to:

2.1 Manage the Association’s reserve funds in a prudent manner to promote the preservation of those funds for their intended uses.

2.2 Structure the maturities of investments to ensure the Association will have liquid assets available for its anticipated needs.

2.3 Realize appropriate returns on the Association’s investments.

**3. Segregated Accounts.**

All liquid and non-liquid reserve fund investments shall be maintained in an account or accounts separate from the Association’s operating account or accounts.

**4. Types of Investments.**

The Board shall invest the Association’s reserve funds in one or more of the following types of investments:

4.1 FDIC-insured interest bearing liquid bank accounts (money market deposit accounts) with no more than \$100,000 in any one financial institution.

4.2 FDIC-insured certificates of deposit with no more than \$100,000 in any one financial institution.

4.3 Money market funds that invest only in United States Treasuries and Treasury-backed securities.

4.4 Treasury bills, notes or bonds purchased with the intent to hold to maturity.

4.5 Any other type of investment that is (a) FDIC-insured or guaranteed by the United States government (but only to the extent of such insurance or guarantee), or (b) an obligation of the United States government.

**5. Liquidity.**

The Board shall maintain from time to time a sufficient portion of its reserve funds in one or more liquid accounts to meet required expenditures for repairs or replacement that the Association will incur before its non-liquid assets mature.

**6. Laddering of Non-Liquid Investments.**

The Association's non-liquid investments should be structured with laddered maturity dates so that the investments mature during successive time periods. The length of maturities should be based on market conditions and the Association's anticipated repair and replacement needs. This laddering strategy is intended to provide the Association with the benefit of longer term rates, which are customarily higher than short-term rates, while maintaining sufficient liquidity from time to time to meet the Association's repair and replacement schedule.

**7. Investment Advisor.**

The Board may retain a professional investment advisor to assist in investing its reserve funds pursuant to this Policy.

**8. Control of Investments.**

All reserve fund investments will be made in the name of the Association. Any withdrawal or transfer of reserve funds requires the signatures of at least two Association officers or Board members. The Board will review the periodic account statements sent to the Association for the reserve fund investments at the next Board meeting following the Association's receipt of the statements.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the EAGLE RIDGE H.O.A. (the "Association") certifies that the foregoing Policy for Investment of Reserve Funds was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on \_\_\_\_\_, 2005.

Dated this \_\_\_\_\_, 2005.

EAGLE RIDGE H.O.A.

By: \_\_\_\_\_  
Secretary

**EAGLE RIDGE H.O.A.**  
**POLICY FOR COLLECTION OF UNPAID ASSESSMENTS**  
**Effective: Jan 1, 2006**

**1. Introduction.**

The Board of Directors (the “Board”) of EAGLE RIDGE H.O.A., a Colorado non-profit corporation (the “Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for EAGLE RIDGE H.O.A. (a Common Interest Community) (the “Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act ( “CCIOA”), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

**2. Policy Purposes.**

The purpose of this Policy is to emphasize that collection of unpaid Assessments is an important part of governing the Association and such collection must be done in a uniform manner in accordance with the Association Documents and CCIOA. It is the intent of this Policy to provide a framework for the collection of past due Assessments in a timely and efficient manner.

**3. Collection of Unpaid Assessments.**

To assist with the collection of unpaid Assessments in a timely and efficient manner, the Association shall do the following:

- a. Assessments are payable semi-annually (twice per year). In 2010, the first half of dues are due on January 31<sup>st</sup> and the second half will be due May 31<sup>st</sup>. In subsequent years starting in 2011, the first half will still be due on January 31, but the second half dues payment will not be due until July 31.

The Association will send out invoices each year on or about the first week in January and July. The Association will send out a follow-up statement at or about one (1) month after the initial statement was mailed to those who have not paid.

The account is considered past due if all amounts due are not received by the last day of February for the first half payment, or August for the second half payment. A late fee of \$100 will be assessed against any owner for any past due amounts owed the Association on March 1<sup>st</sup> and/or September 1<sup>st</sup>. In addition, the Association may turn over the account to its Legal Counsel and a demand letter will be sent by the Association’s counsel.

- c. In the event payment is not received from any delinquent Owner within thirty days after the date of the demand letter referenced above, the Association may:
  - i. File an Assessment lien against the delinquent Owner's property;
  - ii. Commence and maintain legal proceedings (lawsuits seeking personal judgments and foreclosure actions) for the recovery of delinquent Assessments, late fees, interest, attorney fees and costs as may be allowed by the Association Documents or CCIOA;
  - iii. Pursue collection of judgments obtained against Owners; and
  - iv. Take all other lawful action necessary to collect delinquent Assessments in accordance with the Association Documents and Colorado law.

If the Association fails to follow the procedures set forth above it shall not be construed as any waiver or release of a delinquent Owner's obligation to pay Assessments or the Association's right to collect the Assessments in accordance with the Association Documents and CCIOA.

**4. Association's Attorney Fees and Costs.**

Any delinquent Owner shall be responsible for attorney fees and costs incurred by the Association in the collection of past due Assessments, whether or not a lawsuit is commenced, in accordance with the Association Documents and CCIOA.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the EAGLE RIDGE H.O.A. (the "Association") certifies that the foregoing Policy for Collection of Unpaid Assessments was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on \_\_\_\_\_, 2005.

Dated this \_\_\_\_\_, 2005.

EAGLE RIDGE H.O.A.

By: \_\_\_\_\_  
Secretary



**EAGLE RIDGE H.O.A.**  
**POLICY FOR ENFORCEMENT OF COVENANTS AND RULES (INCLUDING**  
**NOTICE AND HEARING PROCEDURES AND SCHEDULE OF FINES)**  
**Effective: Jan 1, 2006**

**1. Introduction.**

The Board of Directors (the “Board”) of EAGLE RIDGE H.O.A., a Colorado non-profit corporation (the “Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for EAGLE RIDGE H.O.A. (a Common Interest Community) (the “Declaration”) (such documents being collectively being referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act ( “CCIOA”), has enacted the following Policy effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

**2. Policy Purposes.**

The purposes of this Policy are to:

2.1 Set forth procedures and rules to promote the consistent enforcement of the Association Documents;

2.2. Provide a framework for mediation of disputes between the Association and Owners, except those related to collection of past due assessments or matters that may require an injunction, restraining order or protection order for the protection of the community; and

2.3 Provide Owners with notice of the schedule of fines for violations of the Association Documents.

**3. Mediation.**

3.1. Request for Mediation. In the event of a dispute between the Association and any Owner, except disputes regarding past due assessments or any matter that may require an injunction, restraining order or protection order for the protection of the community, either the Association or an Owner may request mediation by an independent, third-party mediator. A request for mediation (the "Request") must be in writing and mailed to the Association or Owner by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Request shall be considered effective three days following deposit in the

mail. The parties shall make reasonable efforts to select a mediator and schedule mediation of the dispute within thirty days after the effective date of the Request, or such longer time as the parties may agree upon in writing. If the mediation does not occur within thirty days (or longer if so agreed in writing), or the parties are unable to settle the dispute through mediation, the Association or Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado law.

- 3.2 Mediation Fees and Costs. Fees and costs associated with the mediation, including payment of fees to the mediator, shall be paid as follows:
- a. The requesting party shall pay the mediator in advance for the first two hours of mediation.
  - b. If the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally by the Association and Owner(s) and paid at the conclusion of the mediation.
  - c. The Association and any participating Owner may be represented by an attorney at the mediation. Each party shall pay their respective attorney fees associated with the mediation.
  - d. If Owner requests mediation but fails to appear at the date and time scheduled for the mediation, the Owner shall pay all expenses of the Association related to the mediation, including attorney fees and costs, and those expenses shall be assessed against the Owner as part of the Owner's Assessment.
- 3.3. Continuation of Hearing and Imposition of Fines. A request for mediation shall not suspend or stay any hearing or imposition of fines in accordance with the Fine Policy set forth below. Any fines imposed prior to or after a request for mediation shall remain in place or continue to accrue (in the event of a continuing violation where a daily fine is imposed) pending mediation of the dispute. Unless otherwise agreed at mediation, such fines shall remain legally collectable as Assessments in accordance with the Association Documents and Colorado law.
- 3.4. Continuation of Legal Proceedings. If a lawsuit for the collection of Assessments or enforcement of the Association Documents is commenced prior to receiving a request for mediation, such request shall not suspend or stay the lawsuit. The lawsuit shall continue forward, in addition to the mediation process described above, unless otherwise agreed upon by the parties in writing.

#### 4. **Fine Policy, Notice and Hearing Procedures.**

- 4.1 Fine Policy. The Association may levy fines for violations of the Association Documents in accordance with the following notice and hearing procedures.
- 4.2 Notice of Violation (“Notice”). The Notice of Violation process is as follows:
- a. The Association or any member of the Association may note a violation. If noted by a member, the member should report the violation in writing to the Association at the Association’s address.
  - d. The Board will verify the violation and issue a written Notice to the violating Owner. The Notice will describe the nature of the violation, the time frame for correcting the violation (expressed as a certain number of days after the effective date of the Notice as determined below), and state that the Association may seek to remedy the violation and otherwise protect its rights as specified in the Association Documents and as provided by law.
  - c. The Notice, together with a copy of this Policy, will be sent via U.S. Mail, first class postage prepaid, addressed to the last registered address of the Owner as listed in the Association’s records. The Notice will be considered effective two days after it is deposited in the mail.
  - d. The Owner receiving the Notice then has the amount of time specified in the Notice to correct the violation.
  - e. If the violation is not corrected within the specified time, a fine is levied starting on the first day after the time period for correcting the violation expires, subject to the Request for Hearing provisions below.
- 4.3 Requests for Hearing. Any Owner who believes the Notice was sent in error, or who feels there are mitigating circumstances, has the right to request a hearing before the Board. To request a hearing, the Owner must contact the Association in writing within four days after the effective date of the Notice. The Association’s Board shall then set a date for the hearing. If the hearing, for whatever reason, cannot be held prior to the date when the fine is otherwise scheduled to commence, the date the fine begins shall be extended to the day following the hearing. The Board will decide if any potential conflict of interest exists on a case-by-case basis. The purpose of the hearing is to 1) determine if there was a mistake made in issuing the Notice; 2) determine if there are mitigating circumstances; and 3) make arrangements for bringing the violation into compliance over a period of time if warranted.

The hearing process will not and cannot be used to determine if a particular provision of the Association Documents is desirable.

4.4 Hearing Procedure. The general procedure for the hearing is as follows:

- a. The presiding Board member shall (1) establish a quorum, (2) explain the Fine Policy and procedures, and (3) describe the nature of the violation as specified in the Notice.
- b. The Owner may then provide rebuttal to the Notice using witnesses or any other information deemed relevant and necessary.
- c. After all testimony and other evidence have been presented, the Board shall decide whether or not the Notice was justified, or whether there were mitigating circumstances. If the Board finds the Notice was justified, a fine shall then be assessed by the Board or mutually agreeable arrangements made with the Owner to ensure correction of the violation and compliance in the future. If the Board finds the Notice was not justified, no fine shall be assessed.

4.5 Fines. If an Owner fails to timely correct a violation, the Board has the right to assess a one-time fine in the amount of \$100.00 - \$5,000.00 (as the Board deems reasonable and necessary to promote correction of the violation). In addition, the Board may assess daily fines for any continuing or persistent violation in the amount of \$15.00 - \$25.00 per day (as the Board determines to be reasonable and necessary to promote correction of the violation) until the Owner has corrected the violation. The Owner is responsible for notifying the Association in writing if and when the violation has been corrected. Any daily fine shall continue at the stated rate until the earlier of (a) the date on which the Owner gives written notice of correction, regardless of when the violation was corrected, or (b) 120 days after commencement of the daily fine.

4.6 Injunction. If the violation has not been corrected within 120 days after commencement of a daily fine, or after imposition of a one-time fine, the Association may commence the necessary legal proceedings under the Association Documents or under Colorado law to compel correction of the violation as well as to recover any unpaid fines, court costs, attorney's fees and other Association expenses arising from the violation. Nothing in this paragraph shall preclude the Association from commencing legal proceedings to correct the violation prior to expiration of the 120 day period.

4.7 Collection of Fines. Assessed fines may be billed to the Owner by U.S. Mail, and are legally collectable as Assessments in accordance with the Association Documents and Colorado law. The fines are the personal obligation of the violating Owner and, in addition, constitute a lien against such Owner's property.

Furthermore, the violating Owner is responsible for all costs and reasonable attorney fees incurred by the Association as a result of the violation.

- 4.8 Repeat Violations. A repeat violation is a violation committed by an Owner which is the same as the original violation committed by that Owner, and which occurs within twelve months after the original violation. A repeat violation is considered a continuation of the original violation, and thus an Owner committing a repeat violation is not entitled to the same hearing procedures set forth above. However the Association shall provide Notice of the repeat violation to the Owner in accordance with Section 4.2 above. If the repeat violation has not been corrected within the time period specified in the Notice for correction of the violation, then the fine (which will be determined by the Board and may be up to double the amount of the fine assessed for the original violation) will commence upon the expiration of the correction time period, notwithstanding any other provisions of this Fine Policy to the contrary. An Owner committing a repeat violation shall have no right to a hearing on such repeat violation before the Board.
  
- 4.9 Fines Not Exclusive Remedy. Fines levied under this Policy are not the Association’s exclusive remedy for addressing a violation. Nothing in this Fine Policy precludes the Association from pursuing any other remedy provided under the Association Documents or under Colorado law for correcting the violation.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the EAGLE RIDGE H.O.A. (the “Association”) certifies that the foregoing Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines) was approved by the vote of at least a majority of the Association’s Directors at a meeting of the Association’s Board of Directors held on \_\_\_\_\_, 2005.

Dated this \_\_\_\_\_, 2005.

EAGLE RIDGE H.O.A.

By: \_\_\_\_\_  
Secretary

**EAGLE RIDGE H.O.A.**  
**PROCEDURES FOR THE ADOPTION AND AMENDMENT OF**  
**POLICIES, PROCEDURES AND RULES**  
**Effective: Jan 1, 2006**

**1. Introduction.**

The Board of Directors (the “Board”) of EAGLE RIDGE H.O.A., a Colorado non-profit corporation (the “Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for EAGLE RIDGE H.O.A. (a Common Interest Community) (the “Declaration”) (such documents being collectively being referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act ( “CCIOA”), has enacted the following Procedure effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. These Procedures supersede any previously adopted Policy on the same subject matter.

**2. Policy Purposes.**

The purpose of these Procedures is to clarify that the Association’s power to adopt and amend policies, procedures and rules (collectively, the “Policies”) rests with the Board, while also providing that Owners will receive notice and the opportunity to comment on such Policies before they are adopted or amended.

**3. Power to Adopt or Amend.**

The Board shall have the sole power to adopt and amend the Policies of the Association.

**4. Notice to Owners.**

Except as otherwise required by the Association Documents, prior to the adoption or amendment of Policies, the Board shall provide notice of the proposed adoption or amendment to all Owners. Notice shall be provided by mailing the proposed Policy to each Owner at least 10 days prior to the meeting at which the Board intends to adopt or amend the Policy. Owners may provide written comments or attend the meeting and provide comments prior to the Board's vote. The Board may consider Owner comments, but is not bound to act on those comments. The Board shall have the discretion and final authority to adopt or amend all Policies in accordance with the Association Documents and Colorado law. A copy of all Policies adopted or amended by the Board shall be mailed to all Owners.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the EAGLE RIDGE H.O.A. (the “Association”) certifies that the foregoing Policy for the Adoption and Amendment of Policies, Procedures and Rules was approved by the vote of at least a majority of the Association’s Directors at a meeting of the Association’s Board of Directors held on \_\_\_\_\_, 2005.

Dated this \_\_\_\_\_, 2005.

EAGLE RIDGE H.O.A.

By: \_\_\_\_\_  
Secretary

**EAGLE RIDGE OF WELD COUNTY H.O.A.**  
**ARCHITECTURAL CONTROL GUIDELINES**  
**Effective: Jan 1, 2006**

GENERAL. The following is an alphabetical list of a wide variety of specific types of improvements which homeowners typically consider installing, with pertinent information to each, or procedures that must be followed in order to complete the construction process. Unless otherwise specifically stated, drawings or plans for a proposed improvement must be submitted to the Architectural Control Committee (ACC) for Eagle Ridge Homeowners Association Subdivision and written approval of the ACC obtained before construction of the improvement can begin. If you are considering an improvement not listed below, ACC approval is required. These guidelines supplement and the existing recorded covenants for Eagle Ridge and if a conflict exists between this document and the covenants, the covenants shall prevail. HOA documents can be changed from time to time, as allowed for in the Covenants for this subdivision.

1. ADDITIONS AND EXPANSIONS. ACC approval is required. Additions or expansions to homes will require submission of detailed plans and specifications.
2. ADVERTISING. See "SIGNS".
3. AIR CONDITIONING EQUIPMENT. All air conditioning equipment located outside of a residence or other structure on a lot shall be screened from view from other lots and from the streets by fencing or landscaping approved by the ACC.
4. ANTENNAE. Not permitted. No exterior radio antennae, television antennae, or any other antennae may be erected. Microwave and/or satellite television dishes (18" eighteen inches or smaller below the eave of the roofline are permitted on side and rear elevations only.
5. ASTROTURF. ACC approval required.
6. AWNINGS. See "OVERHANGS".
7. BALCONIES. See "DECKS" and "PATIOS".
8. BOATS. See "MOTOR HOMES".



9.
  - A. Front Yard Landscaping Plans – Landscaping plans are required for front yards and may be submitted with the Construction Drawing or upon completion of the improvements, but must be submitted PRIOR TO COMMENCEMENT OF LANDSCAPING. Plans must depict fences, decks, playground areas, sod, seeded areas, retaining walls, rock, railroad ties, sprinkler system, sizes and species of nursery materials, and include a drainage and grading plan that coincides with the builder's and shows any improvements or alterations thereto.
  - B. Review and Architectural Review Board Action – following the review, the ACC will either:
    1. Approve the Construction Drawings, in which case the applicant may proceed with the construction.
    2. Conditionally approve the Construction Drawings, in which case the applicant must revise the plan to comply with the stated conditions and file the drawings with the ACC Coordinator and receive written approval PRIOR TO BEGINNING CONSTRUCTION.
    3. Disapprove the Construction Drawings, in which case the applicant will be required to resubmit new plans as requested by the ACC.
  - C. Submittal Requirements - Checklist attached on page 29.
10. CAMPERS. See 'MOTOR HOMES'.
11. CARPORT. Not allowed.
12. CLOTHESLINES AND HANGERS. ACC approval required and must be retractable.
13. COLORS. Subtle earth tone colors to blend with the character of the neighborhood are required. All color and color combinations must be approved by the ACC prior to their application. Repainting when existing color is changed shall require approval by the ACC. All projections including, but not limited to, chimney flues, vents, gutters, downspouts, utility boxes, porches, railing, and exterior stairways, shall closely match the permanent color on the surface from which they project or shall be of an approved color. Duplicate color schemes shall not be allowed on adjacent lots, or lots across the street from each other. Shingles are to be Tamko Weathered Wood or similar manufacturer and color.
14. CONSTRUCTION DEBRIS. See 'FENCES', Item C.

15. DECKS. ACC approval is required. Deck railing to be wood, iron, composite wood product or other material similar to the material of the residence and must be similar what is generally accepted as a complementary color to the residence. Decks and railings must be installed as an integral part of the residence and patio area.
16. DRAINAGE. ACC approval is required for any change affecting drainage. Drainage plans for all houses and lots must be submitted and approved prior to any construction. There can be no interference with the established drainage pattern over the property except as approved in writing by the ACC. When landscaping is installed, it is very important to insure that water drains away from the foundations and driveways, and that the flow patterns prevent water from flowing under or ponding near or against the house foundation, walkways, sidewalks and driveways.
17. DRIVEWAYS. There shall be no extension or expansion of driveways without prior ACC approval. All driveways and private lanes shall be constructed entirely of neutral tone concrete surface, brick stamped concrete, brick or pavers from the entrance of the garage doors to the existing street.
18. EVAPORATIVE COOLERS. Not allowed. See “AIR CONDITIONING EQUIPMENT”.
19. FENCES. ACC approval is needed prior to construction of any fencing. All fences must not exceed five feet (5’) in height as measured from final grade, must be constructed of redwood or cedar wood, and must conform to the standard subdivision design.
20. FIREPLACES. Gas fireplaces must either be housed within the contours of the exterior wall, or if protruding to the outside, they must be housed and vented in a chase/chimney-like structure to the roof, and finished with a decorative top in keeping with the architecture of the home.
21. FLAGPOLES. ACC approval is necessary
22. GARAGES. Each residence shall include an attached garage having space for not less than one (1) nor more than three (3) automobiles.
23. JUNK VEHICLE. See ‘MOTOR HOMES’.
24. LATTICEWORK. ACC approval is required for installations extending more than 5 feet above grade.
25. LIGHTS AND LIGHTING. Shall be of a conventional style with illumination patterns which do not cause a nuisance to neighboring properties.

26. MOTOR HOMES. Boats, campers, motor homes, trailers, machines, and inoperative automobiles shall not be stored or permitted to remain on any Lot, except within fully-enclosed garages or within fenced areas behind the front setback of the Residence. Only one (1) recreational vehicle may be stored outside a garage, not to exceed thirty feet (30') in length and nine feet (9') in height, and must be stored within a five-foot (5') fence. Any boat, camper, motor home, trailer, or other vehicle stored within fenced areas behind the front setback of the Residence may not exceed nine feet (9') in height. For purposes of this provision, any disassembled or partially disassembled car, truck, or other vehicle or any car, truck, or other vehicle which has not been moved under its own power for more than one (1) week shall be considered an inoperable automobile subject to the terms of this provision.
27. OVERHANGS (CLOTH OR CANVAS). ACC approval is required. The color must be the same as or generally recognized as complementary to the exterior color of the residence. The covering may be used over the patio only. No aluminum or fiberglass awnings are allowed.
28. PATIO COVERS. ACC approval is required. Must be constructed of wood or material generally recognized as complementary to the home and must be similar or generally recognized as complementary in color to the colors of the home.
29. PATIOS (OPEN). ACC approval is required. Patios must be an integral part of the landscape plan and must be located so as not to create a potential for an unreasonable level of noise for adjacent property owners. Must be similar to and generally accepted as complementary in color and design to the design of the home. Must be located so as not to block any existing drainage pattern on the lot.
30. PAVING. ACC approval is required regardless of whether for walks, driveways, porches, patio areas or other purposes and regardless of whether concrete, asphalt, brick, flagstones, stepping stones, pre-cast patterned or exposed aggregate concrete pavers are used as the paving material. Must be located so as not to block any existing draining pattern on the lot.
31. PLAY AND SPORTS EQUIPMENT. ACC approval is required.
32. PLAYHOUSES. ACC approval is required.
33. POOLS. Only in-ground pools will be allowed, and ACC approval is required.
34. RADIO ANTENNAE. Not allowed.
35. ROOFTOP EQUIPMENT. Not allowed.

36. SATELLITE DISHES. Microwave and/or satellite television dishes are permitted as long as they are on side and rear elevations and approved by the ACC.
37. SAUNAS. See “ADDITIONS AND EXPANSIONS”.
38. SEASONAL DECORATIONS. Permitted with the following qualifications and conditions:
  - A. Any holiday decorations may be displayed 30 days prior to the holiday and must be removed within 30 days after the holiday.
39. SIDING. ACC approval is required for all exterior finish materials. All siding shall be a maximum of eight inches (8”) in width.
40. SOLAR ENERGY DEVICES. ACC approval is required for all passive and active solar systems. They must be designed to appear as if they are an integral part of the roof. No exterior plumbing may be visible.
41. SWAMP COOLERS. Not allowed.
42. TELEVISION ANTENNAE. Not allowed.
43. TEMPORARY STRUCTURES. Not allowed.
44. TEMPORARY VEHICLES. No vehicles which are being repaired, restored or otherwise being worked on may be kept on any lot unless in the garage.
45. TRAILERS. See “MOTOR HOMES”.
46. WALLS (RETAINING). ACC approval is required.
47. WATER WELLS. Not allowed.

*Eagle Ridge*  
**LANDSCAPE PLAN REQUIREMENTS**  
**(front yards only)**

Please submit 2 complete sets of landscape plans to the ACC with a copy of checklist showing all requirements have been met. One copy will be returned to you after approval. All the following requirements must be met.

**Landscape plan requirements:**

- \_\_\_ 1. Owner's name, address, phone number
- \_\_\_ 2. Plans must be drawn to professional standards (If a professional landscape design firm is used, list design firm's name, address and telephone number.)
- \_\_\_ 3. North arrow
- \_\_\_ 4. Scale of 1" = 10'
- \_\_\_ 5. Street Address
- \_\_\_ 6. Building location, location of retaining walls, easements, all paved areas such as drives, patios and stoops, as well as decks and other outdoor structures whether to build initially or in the future.
- \_\_\_ 7. Location of fence
- \_\_\_ 8. All planting bed locations with type of mulch or rock
- \_\_\_ 9. Provide a listing plant materials, sizes, and types and location of trees
- \_\_\_ 10. Type and location of turf grass and native grass
- \_\_\_ 11. Location of storage, play areas, decks, etc.
- \_\_\_ 12. Completion dates and any phasing
- \_\_\_ 13. Landscape plan must conform to site drainage plans
- \_\_\_ 14. Provide Landscape Contractor with Colorado Soils Book

- \* Approvals will not be given until all the requirements have been met.
- \* Partial approvals will not be given.
- \* Construction cannot start until final approval is given.
- \* Please refer to Declaration of Covenants, Conditions, Restrictions for additional information.

**Please submit all materials directly to:**

**Kellison Corp.**  
**2601 S. Lemay Suite 7-424**  
**Fort Collins, CO 80525**  
**970-494-0609 phone**  
**970-494-0608 fax**

**ENFORCEMENT:**

Failure to conform to these guidelines or obtain necessary approval from the ACC will be a violation of the Declaration of Covenants, Conditions and Restrictions for (Eagle Ridge of Weld County H.O.A.). The Association shall have the right to exercise any remedy provided for in the Declaration, other Association documents and Colorado law.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the Eagle Ridge of Weld County H.O.A. (the "Association") certifies that the foregoing Architectural Guidelines were approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on \_\_\_\_\_, 2005.

Dated this \_\_\_\_\_, 2005.

EAGLE RIDGE OF WELD COUNTY  
H.O.A.

By: \_\_\_\_\_  
Secretary

**EAGLE RIDGE H.O.A.**  
**RESOLUTION FOR COLLECTION OF DELINQUENT ASSESSMENTS**  
**Effective Jan 1, 2006**

The EAGLE RIDGE H.O.A., a Colorado non-profit corporation (the "Association"), through its Board of Directors, adopts this Resolution to provide for the timely and efficient collection of delinquent assessments as provided for in the (Declaration) and Colorado Common Interest Ownership Act ("CCIOA").

To assist with the collection of delinquent assessments in a timely and efficient manner, the Association grants to "it's Legal Counsel" the authority to exercise reasonable judgment in pursuing and enforcing the Association's assessment collection remedies after receiving written notice from the Association or its managing agent requesting that "IT'S LEGAL COUNSEL" commence collection efforts. Such grant of authority includes, without limitation, the authority:

1. To send demand letters for payment to delinquent unit owners;
2. To file assessment liens;
3. To commence and maintain legal proceedings (lawsuits seeking personal judgments and foreclosure actions) for the recovery of delinquent assessments, late fees, interest, attorney fees and costs as may be allowed by the Declaration or CCIOA;
4. To pursue collection of judgments obtained against unit owners;
5. To enter into settlement agreements with unit owners for the payment of delinquent assessments, late fees, interest, attorney fees and costs as may be allowed by the Declaration or CCIOA, both before and after entry of judgment; and
6. To take all other lawful action necessary to collect delinquent assessments.

The Association recognizes that it has the power to decide whether to accept an offer of settlement from a delinquent unit owner either before or after legal proceedings are commenced. The Association wishes to grant "IT'S LEGAL COUNSEL" that power for the limited purpose of collecting delinquent assessments, late fees, interest, attorney fees and costs as may be allowed by the Declaration or CCIOA. In the event a proposed settlement may result in less than full payment to the Association, "IT'S LEGAL COUNSEL" shall have the authority, in the exercise of its reasonable judgment, to settle for not less than ninety percent (90%) of the total amount (assessments, late fees, interest, attorney fees and costs) owed by delinquent unit owners. If "IT'S LEGAL COUNSEL" deems settlement advisable for less than ninety percent (90%) of the total amount owed to the Association, approval for such settlement must be obtained from the Association through its Board of Directors or managing agent.

This Resolution shall be effective as of the date set forth above and shall continue until the Association gives "IT'S LEGAL COUNSEL" written notice that it has been amended or revoked.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the EAGLE RIDGE H.O.A. (the "Association") certifies that the foregoing Resolution for Collection of Delinquent Assessments was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on \_\_\_\_\_, 2005.

Dated this \_\_\_\_\_, 2005.

EAGLE RIDGE H.O.A.

By: \_\_\_\_\_  
Secretary



**EAGLE RIDGE H.O.A.**  
**Miscellaneous Policies**  
**Effective: Jan 1, 2006**

**1. Introduction.**

The Board of Directors (the “Board”) of EAGLE RIDGE H.O.A. a Colorado non-profit corporation (the “Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions for EAGLE RIDGE H.O.A. (a Common Interest Community) (the “Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act ( “CCIOA”), has enacted the following Policies effective as of the date set forth above. Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents and, if not defined in the Association Documents, then as set forth in CCIOA. This Policy supersedes any previously adopted Policy on the same subject matter.

**2. Policy Purposes.**

The purpose of these Policies is to set forth rules and guidelines within the community.

**A. Lot Maintenance.**

In addition to any requirements in the Association Documents, each Owner is responsible for the following on any lot that is vacant, or has a home on it but the landscaping is not yet completed:

1. Keeping lots free of trash and other debris;
2. Keeping lots free of any weeds over 10 inches high, including but not limited to weeds around any utility box on the lot;
3. Keeping all weeds or grasses trimmed and edged so they do not grow onto or over any sidewalk adjacent to the lots;
4. Keeping all weeds between the street and sidewalk adjacent to the Owner's lot maintained as set forth above.
5. No Owner shall allow any dumping of any materials (other than piles of dirt), trash or debris of any kind on any empty lot.
6. It is recommended that each lot shall be sprayed with weed-control to avoid further growth of weeds on the lot.
7. Each lot may be inspected on the first day of each month year round. If the lot is not in compliance with any one of these conditions set forth above, the Association will

contract the work to be done on that lot to bring it into compliance. The association will not be required to send a warning letter or notice to the offending lot owners.

8. The first offense, the owner of the lot will receive a letter warning them to take care of the lot. The second offense will be a fine of \$100 plus the cost of the work. The third and subsequent offenses will be a fine of \$200 plus the cost of the work. All charges will be due and payable to the association within 30 days from the time the invoice is mailed to the owner.

**B. Late Fees.**

The association charges late fees of \$100 for all past due amounts that are more than 30 days late.

**C. Pet Control.**

In addition to any requirements in the Association Documents, each Owner is responsible for:

1. Using a leash to restrain and control pets when not on the Owner's property;
2. Removing pet waste or excrement from all lots, sidewalks, common areas or other property not owned by Owner.

**D. Signs.**

The association does not allow signs of any kind to be placed on Common Areas that belong to the association without the express written permission of the association.

**E. Common area damage.**

Owners who cause damage to any common area for any reason (or their guests), are responsible for the cost to repair or replace damaged area back to its original condition. This condition will be determined by the Board of Directors.

**F. Common Area Closures:**

The Association-owned common areas-including parks, playgrounds, and tennis courts-are closed from 10pm to 6am every day, unless other hours are approved by the board of directors. Persons accessing these areas during closed hours will be considered to be trespassing and will be reported to the appropriate authorities.

**3. Enforcement.**

If any Owner fails to follow the policies set forth above, the Association may seek any or all remedies under the Association Documents, Colorado law and the Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines) for the Association.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the EAGLE RIDGE H.O.A. (the "Association") certifies that the foregoing Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines) was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on \_\_\_\_\_, 2005.

Dated this \_\_\_\_\_, 2005.

EAGLE RIDGE H.O.A.

By: \_\_\_\_\_  
Secretary