

PRAIRIE VISTA MEADOWS
HOMEOWNERS ASSOCIATION, INC.

Handbook of
Rules and Regulations

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INDEX OF CHANGES

- New document with effective date of October 1, 2019 was issued in its entirety October 1, 2019
- Clarifications/Updates with effective date of November 1, 2020 as noted on following pages:
 - iv(a) and iv(b)
 - Section 3 - ARCHITECTURAL GUIDANCE Sub-Section 3.1 Design Overview
 - Section 3 - ARCHITECTURAL GUIDANCE Sub-Section 3.3(2) Design Review Process
 - Section 5 - PROPERTY MAINTENANCE AND IMPROVEMENT Sub-Section 5.3 Lighting
 - Section 6 - ANIMALS Sub-Section 6.1 Pets
 - Section 7 - PARKING Sub-Section 7.1 Community Parking
 - Section 11 - ASSOCIATION COVENANT AND RULE ENFORCEMENT Sub-Section 11.4 Rule and Covenant Enforcement Process

Updates/Changes Based on Annual Board of Director Review October 2020
(updates/changes: *italicized*)

□ **Section 3 - ARCHITECTURAL GUIDANCE Sub-Section 3.1 Design Overview:** For clarification, added verbiage into the first paragraph referencing the Protective Covenants, Article 3, Dwelling Quality and Size regarding manufactured homes not allowed in PVM Community.

The architectural character and design of the properties within Prairie Vista Meadows community is intended to reflect regional, non-urban character with a variety of form, texture, and style. *No manufactured homes will be allowed as each building shall be built on site and shall be stick built homes only.*

□ **Section 3 - ARCHITECTURAL GUIDANCE Sub-Section 3.3 (2):** For clarification, added color choice reference based on verbiage as stated in PVM's Protective Covenants.

2. One (1) complete set of construction plans for building(s) detailing the floor plan, elevation, site location, exterior building materials, and exterior color choices (*which must be earth tones as outlined in PVM's Protective Covenants Section 7. E (1) Color: Structural color schemes will be compatible with the natural environment of the property. Subdued, unobtrusive natural or earth colors will be normally required, and color samples must be submitted with plans.*)

□ **Section 5 - PROPERTY MAINTENANCE AND IMPROVEMENT Sub-Section 5.3 Lighting:** Restructured the last sentence of the first paragraph to address potential lighting issues between property owners, replacing word prohibited with strongly discouraged and add supporting Colorado ruling under Title 38.

Lighting that causes glare, discomfort or disrupts the visual environment of neighboring lots is strongly discouraged. *The Association's position is to support Colorado's Revised Statutes Title 38.33.3-106.7 (2)(b) Bona fide safety requirements, consistent with an applicable building code or recognized safety standard, for the protection of persons and property.*

□ **Section 6 - ANIMALS Sub-Section 6.1 Pets (d) Chickens:** For clarification, added pre-approval requirement, violation fine process and an emphasis on no roosters allowed.

(d) Chickens – *Pre-approval Required. There will be an automatic \$100 fine assessed if chickens are acquired prior to pre-approvals. The Association will follow the enforcement process as outlined in Sub-Section 11.4 pages 15 through 18 of this handbook.* If a lot owner receives approval to have chickens, (note that all chicken requests must state the number of chickens and how they will be housed) the lot owners shall follow the Colorado Springs Regulations. *At no time will roosters be allowed.* <https://coloradosprings.gov/page/city-regulations-animals>.

□ **Section 7 - PARKING Sub-Section 7.1 Community Parking:** Parking is one of the most common challenges for homeowners associations. For clarification, inasmuch as the September 2018 Limited Amendment to the Declaration of Covenants, Conditions and Restrictions of PVM HOA, Inc. changed the parking restrictions of Article 18 to include permission to park operational vehicles on driveways it does not negate the continued intent of Articles 10 and 24 of PVM's Protective Covenants which further address recreational and non-operative vehicles. Therefore, the first paragraph of Section 7.1 of PVM's Handbook of Rules and Regulations will be updated as follows:

7.1 Community Parking – A minimum of two vehicular parking spaces within an enclosed garage shall be provided on all lots. A minimum of two parking spaces shall be provided on the driveway. Operational vehicles shall be permitted to park on driveways, in an organized manner. Recreational vehicles to include travel trailers, horse trailers, semi-trailers, van trailers, or flatbed trailers, campers, boats or motor homes and various equipment *are to be screened* from public view with the proper garaging or fencing approved by the ACC. *No extra vehicles or vehicle parts shall be permitted to remain exposed upon the premises from any road or from other Tracts within the subdivision. Please reference PVM's Governing Documents, Article 18 VEHICLE PARKING AND EQUIPMENT and Article 24 MOTORIZED VEHICLES, in their entirety for further guidance. It is the Association's position and goal to avoid excessive storage issues, minimize visual clutter, and not diminish the aesthetic appearance and value of PVM properties.*

□ **Section 11 - ASSOCIATION COVENANT AND RULE ENFORCEMENT POLICIES AND PROCEDURES Sub-Section 11.4 Rule and Covenant Enforcement Process paragraph (b) Continued Violation after Initial Warning Letter:** Segments of information in this section were citations referenced from another homeowner association's policies. After further review, it has been determined that the third paragraph under (b) Continued Violation after Initial Warning Letter is confusing and conflicts with the PVM Association's enforcement policy as outlined in (i) General Fine Schedule. Therefore, the following paragraph will be removed in its entirety:

~~Any violation of the same rule or covenant within one hundred and eighty-two (182) days of a prior violation constitutes a continuation of the prior violation(s) and any applicable fees and fines may be assessed.~~

□ **Section 11 - ASSOCIATION COVENANT AND RULE ENFORCEMENT POLICIES AND PROCEDURES Sub-Section 11.4 Rule and Covenant Enforcement Process paragraph (i) General Fine Schedule:** To fully understand the covenant violation schedule and applied fines, the chart has been updated to include the time schedule (calendar days) and updated monetary fines. Verbiage has also been added to the paragraph following the chart that places all legal expenses incurred during the enforcement process as the direct responsibility of the property owner in violation; which is consistent with Section 13.12 Collection Process for annual assessments.

Initial Warning Letter/email	First Notice of Violation	No Fine – Property Owner given 15 days to come into compliance.
30 days from Initial Warning Letter/email	Second Notice of Violation	\$ 100 Penalty
60 days from Initial Warning Letter/email	Third Notice of Violation	\$ 200 Penalty
90 days from Initial Warning Letter/email	Fourth Notice of Violation	\$ 300 Penalty

Owners will be responsible to pay all incurred attorney fees, court costs and any other expenses related to the enforcement process and collection of penalties.

1. INTRODUCTION AND DEFINITIONS

1.1 Definitions.

Unless otherwise defined, initially capitalized or terms defined in the Declaration may have the same meaning in these policies and procedures.

1.2 Supplement to Law.

The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration, the Articles of Incorporation and Bylaws of the Association, as well as the law of the State of Colorado governing the Community.

1.3 Deviations.

The Board may deviate from the procedures set forth if in its sole discretion such deviation is reasonable under the circumstances.

1.4 Amendment.

The following policies may be amended from time to time by the Board of Directors.

2. COMMUNITY RULES

2.1 Community Overview.

Prairie Vista Meadows Homeowners Association, Inc., is a planned community oriented to recreational and open space amenities. Prairie Vista Meadows Homeowners Association, Inc., (PVM HOA) is located in El Paso County.

PVM HOA is governed by the documents listed below. These documents are available on the HOA website, from HOA Board Members on request, and are on file with El Paso County and the State of Colorado.

Articles of Incorporation - 09/22/2004

Bylaws - 10/29/2004

Further Amendment to Amended and Restated Declaration of Protective Covenants for Prairie Vista Meadows- 11/23/2004

Amendment for Filings 2 and 3 to Amended and Restated Declaration of Protective Covenants for Prairie Vista Meadows- 6/12/2006

Limited Amendment to the Declaration - 09/14/2018

Limited Amendment to the Bylaws – 10/10/2018

This Rules and Regulations document is an extension of the original HOA governing documents and are produced in accordance with PVM Bylaws Article VII 7.1(b) “adopt and publish Rules and Regulations and to establish penalties for the infraction thereof. A rule or regulation shall not be in conflict with the Declaration or these Bylaws.”

3. ARCHITECTURAL GUIDANCE

3.1 Design Overview.

The architectural character and design of the properties within the Prairie Vista Meadows community is intended to reflect regional, non-urban character with a variety of form, texture, and style. No manufactured homes will be allowed as each building shall be built on site and shall be stick built homes only. These guidelines are designed to present a "welcoming community image" that sustains the locality, desirability and value of properties.

These Guidelines try to balance the immediate wishes of an Owner/builder with the overall community appearance. Variations from these Guidelines may be appropriate when weighed against other considerations. There is no single "correct" architectural or design style for properties in Prairie Vista Meadows, yet all design elements are expected to clearly relate to established design themes and these Guidelines. To that end, designs shall reflect harmonious architectural styles and consistent quality.

The Design Guidelines for Prairie Vista Meadows work in conjunction with the Declaration of Protective Covenants for Prairie Vista Meadows Homeowners Association. If there is any conflict between these Design Guidelines and the Declaration, the Declaration shall prevail.

The Design Guidelines do not supersede or modify any existing applicable building codes or ordinances. Owners are obligated to comply with all Association requirements and all appropriate governmental and county regulations.

3.2 Architectural Control Committee.

An Architectural Control Committee (ACC) has been established to oversee the implementation of the Design Guidelines and to enforce the Declaration. The purpose of the ACC is to review and approve proposed Lot Improvements by Builders and Owners within Prairie Vista Meadows, according to the procedures outlined herein.

The Design Guidelines are subject to the interpretation of the ACC. Additionally, the ACC may amend the Design Guidelines from time to time, provided such modifications are not prohibited by the Declaration.

3.3 Design Review Process.

The specific duties and powers conferred on the ACC are set forth in the Association's Declaration of Covenants. The Design Guidelines do not supersede adopted regulations and ordinances of applicable jurisdictions and agencies but may be more restrictive. All construction that is to be undertaken in this community including new construction, subsequent exterior improvements or renovations, and site construction are subject to review under the Design Guidelines.

After approval through this process, the appropriate building permit(s) may be applied for. Unless prohibited, or otherwise specified in this document, any alteration or improvement made on any property within Prairie Vista Meadows must receive prior written approval by the ACC.

All Owners (hereinafter referred to as "Owners", including all Owners, builders, consultants, and any other designated representatives) shall complete and submit an Architectural Review Committee application form (**Attachment 1**) to the ACC and receive approval before committing to or beginning any work.

As per Section 7.C of the Covenants, please provide the following documentation before beginning building construction:

1. One (1) copy of a site plan, drawn to scale, showing the exact location on the Tract and specifications of all proposed improvements (house, well, septic, leach field, utilities, other buildings, and barns/corrals even if only contemplated for the future). Exact proposed setbacks from Tract lines must be delineated and access routes (driveways) to proposed structures.
2. One (1) complete set of construction plans for building(s) detailing the floor plan, elevation, site location, exterior building materials and exterior color choices (which must be earth tones as outlined in PVM's Protective Covenants Section 7.E (1) Color: Structural color schemes will be compatible with the natural environment of the property. Subdued, unobtrusive natural or earth colors will be normally required, and color samples must be submitted with plans).

As per Section 20 of the Covenants, if building a fence, please provide the following before beginning construction:

1. Plans detailing the quality, size, location, and kind of material used.

The above documentation should be submitted via email to both pvmhoa@gmail.com and to pvmacc@gmail.com or by means of regular mail:

Prairie Vista Meadows HOA, Inc.
P.O. Box 552
Peyton, CO 80831-0522

Please ensure the covenants have been reviewed prior to submitting the request to ensure completeness of information needing approval. For building construction, ensure that assistance is obtained from the ACC Director to verify the building is not closer than 50 feet to the eastern neighbor's line of sight to Pikes Peak.

All approvals must be in writing and will be provided within 30 days (likely much sooner) of submitting the required information. Please maintain a copy of the construction approval for future reference.

3.4 Construction Period Reviews and Requirements.

The ACC may inspect work in progress and give notice of non-compliance. Lack of such an inspection/notification does not constitute approval/compliance with the Design Guidelines or the Declaration. Construction must begin within one year from the date of final approval. All construction must be completed within nine (9) months from commencement. All final approvals are valid for a period of one year. If construction does not commence within that time, the approval shall be deemed withdrawn and a new application must be submitted.

3.5 Field Changes.

Changes that must be reviewed are those that affect or change any of the exterior elevations, colors or materials or site plan as previously reviewed and approved by the ACC. Should any change occur, it is the responsibility of the builder/applicant to contact the ACC and explain the nature of the change, in order to receive a determination if an additional review is required. If completed construction doesn't match what was approved and is in violation of the covenants, fines will be assessed until the violation is corrected.

3.6 Other Conditions.

Approval of plans by the ACC shall not constitute compliance with the requirements of building, zoning, safety, health or fire codes, setbacks, height restrictions, or other requirement.

Neither the ACC nor its assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve any plans or specifications. Every Owner or Person who submits plans to the ACC for approval agrees they will not bring action or suit against the ACC or its individual members to recover damages.

The ACC reserves the right to waive or vary any of the procedures or Design Guidelines at its discretion. Any waiver or variance granted shall be considered unique and will not set any precedent for future decisions.

4. LOT IMPROVEMENT STANDARDS

4.1 Lot Grading and Drainage.

Drainage. Lots shall be graded to provide positive drainage away from all buildings. Drainage shall not be adjusted, blocked or redirected from the grading plan approved by the County of El Paso. Any damage to areas outside a Lot caused by construction activity of the Owner or Builder or damage caused by improperly changed drainage patterns shall be repaired at the Owner's or Builder's expense, the HOA will not be responsible for any damages or resulting restitution. Homeowners should ensure they are aware of the El Paso County Drainage Criteria Manual before taking any action.

4.2 Single-Family Development Standards.

All Tracts used solely for private, single family residential purposes, no building shall be erected, constructed, placed, or altered on any Tract other than a one-story, a one and one-half story or a two story, single family residence and such accessory buildings as may be required for incidental use with such residence, by a single family. The Single-Family Development Standards are intended to create a quality living environment for Prairie Vista Meadows. The standards are based on the County of El Paso's development standards in the Zoning Code. In some cases, the standards for Prairie Vista Meadows may be more restrictive than County standards.

5. PROPERTY MAINTENANCE AND IMPROVEMENT

5.1 Landscape Maintenance.

The maintenance, repair and replacement of each Lot and the improvements thereon shall be the responsibility of the Owner of such lot. The Owner of each Lot shall remain responsible for the maintenance, repair and replacement of all other landscaping on the Lot, including but not limited to all trees, shrubs, flower beds and rock areas.

5.2 Fencing.

As per Section 20 of the Covenants, if building a fence, please provide the following (as instructed in Section 3.3 above) before beginning construction: plans detailing the quality, size, location, and kind of material used.

All fences must be constructed using quality material and in a neat and orderly manner. The kind of fences accepted shall be constructed of either;

Three rail pole fences which are firmly affixed by drilling and bolting (or doveled) to a single post construction along the Tract line(s), or steel posts (T posts) with at least 4 smooth wires attached and one wire shall be electrified to keep bovine animals in.

- Vinyl fencing can replace three pole fencing, if constructed similarly.

Privacy Fences will be approved on a case by case basis. As a general rule of thumb, the fence board/smooth side of the fence faces outward. The side with the rails and posts will be visible inside your yard, and the smooth side will face your neighbors or the street.

Temporary Snow Fencing may be erected from October 1st through May 15th. The snow fence will be T-posts with rolled material and not large permanent wood structures.

5.3 Lighting.

Homeowners are to be considerate of other community members. Lighting design should take into account the effect on neighboring homes, preventing light spillage onto adjacent properties. The use of landscape up-lighting or down-lighting is encouraged, but not required. Lighting that causes glare, discomfort or disrupts the visual environment of neighboring lots is strongly discouraged. The Association's position is to support Colorado's Revised Statutes Title 38.33.3-106.7 (2)(b) Bona fide safety requirements, consistent with an applicable building code or recognized safety standard, for the protection of persons and property.

All exterior lighting, including sports court and motion-detector security lighting shall be designed to avoid spilling onto adjacent lots. Concealed light sources such as wall sconces, recessed lighting, soffit lighting and directional lighting are preferred.

5.4 Trash Receptacles.

All containers used for the purpose of storing waste shall be secured and contents prevented from being allowed to escape throughout the community. Cleanup of any contents escaping trash containers is the responsibility of the homeowner. Failure to control contents may result in a violation letter and fines being issued and/or homeowner being billed to clean up waste from the community.

5.5 Signs.

All signs that do not comply with the guidelines below must be first approved in writing by the ACC (section 11 of the covenants). This guideline does not preclude the display of reasonably sized builder, real estate signs, or political signs as defined below.

One sign is permitted per lot indicating the property is for sale or for rent; signs should not exceed 6 sq. ft.

Political signage is defined as a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

Time frame: Installed up to 45 days prior to the election and removed within seven (7) days after the election.

Maximum size: 36" x 48"

Number of signs: Maximum of one (1) per lot

Where displayed: On homeowner property

5.6 Visual Clutter.

“Visual clutter” on properties is a nuisance. “Visual clutter” shall mean any trash, litter, junk, equipment, boxes, extra vehicles, vehicle parts, or other such items that can be seen from the road or from other Tracts within the subdivision.

To that end:

1. Properties must be free from “visual clutter” at all times.
2. When the Association determines that “visual clutter” diminishes the aesthetic appearance of any property, it may require the Owner of said property to remove the item(s).

6. ANIMALS

6.1 Pets.

Pets shall not disturb the peaceful enjoyment of others within the community. Excessive noise from pets (such as barking or howling) or odors will be considered a nuisance.

Pets shall be controlled by the pet owner or designated representative at all times and accompanied by a responsible individual while outside the residence. Pet owners are responsible at all times for the actions of their pets while the pet is off leash. Any damages caused to persons or property, either mental or physical, and any cost incurred by a victim of any damages, will be the sole responsibility of the pet owner.

Commonly accepted domestic household pets may be kept on any Tract for recreational purposes. The animals and the number of animals shall be as follows:

- (a) Horses - no more than two per Tract or two (2) Bovine (cattle) or a combination of one bovine and one horse.
- (b) Dogs - No more than 3 per Tract. Offspring from these animals may be kept until weaned, not exceeding twelve (12) weeks.
- (c) Cats - No more than 3 per Tract. Offspring from these animals may be kept until weaned, not exceeding twelve (12) weeks.
- (d) Chickens - Pre-approval is required. There will be an automatic \$100 fine assessed if chickens are acquired prior to pre-approvals. The Association will follow the enforcement process as outlined in Sub-Section 11.4 (pages 15 through 18) of this handbook. If a lot owner receives approval to have chickens, (note that all chicken requests must state the number of chickens and how they will be housed) the lot owners shall follow the Colorado Springs Regulations. At no time will roosters be allowed. <https://coloradosprings.gov/page/city-regulations-animals>.

The PVM HOA Board is empowered to approve, disapprove, or modify requests. In addition, the PVM HOA Board shall have the right to develop standards of care and maintenance which must be met as a condition to permitting the keeping of any animals. Owners shall be responsible for erecting and building adequate enclosures and fences and the maintenance of such, and no Tract shall be overgrazed. Owners shall be responsible to control noxious and poisonous weeds that may exist and that could be harmful to themselves, their animals, or other Tract owners and their animals. All animals shall be confined to the Owners' own property and shall not be allowed to roam the roads or other Tracts.

Stables, barns and corrals will be of sturdy materials and finished construction, and complimentary to the design, color, construction and location of the house. All stables, corrals or any structure for housing, enclosure or feeding of animals shall be maintained in compliance with all lawful sanitary regulations and must be kept in a neat, clean, and orderly manner. Manure shall not be allowed to accumulate to the point of being a nuisance by creating odors or attracting flies but shall be removed and/or spread.

7. PARKING

7.1 Community Parking.

A minimum of two vehicular parking spaces within an enclosed garage shall be provided on all lots. A minimum of two parking spaces shall be provided on the driveway. *Operational vehicles shall be permitted to park on driveways, in an organized manner.* Recreational vehicles to include travel trailers, horse trailers, semi-trailers, van trailers, or flatbed trailers, campers, boats or motor homes and various equipment *are to be screened* from public view with the proper garaging or fencing approved by the ACC. No extra vehicles or vehicle parts shall be permitted to remain exposed upon the premises from any road or from other Tracts within the subdivision. Please reference PVM's Governing Documents, Article 18 VEHICLE PARKING AND EQUIPMENT and Article 24 MOTORIZED VEHICLES, in their entirety for further guidance. It is the Association's position and goal to avoid excessive storage issues, minimize visual clutter, and not diminish the aesthetic appearance and value of PVM properties.

Community members are encouraged to park vehicles in their garage or driveway whenever possible or in designated parking areas.

Vehicle repairs should be done in the garage. No repair shall be permitted to become unsightly or nuisance.

No motorized vehicle which is either non-operational or non-licensed shall be kept or stored in Prairie Vista Meadows, unless said vehicle is kept or stored in a fully enclosed building.

7.2 Commercial Vehicle Parking.

Commercial vehicles are defined in Colorado Revised Statutes (C.R.S.) 42-1-102 (2012) as "Commercial vehicle means a vehicle used to transport cargo or passengers for profit, hire, or otherwise to further the purposes of a business or commercial enterprise".

Any vehicle in the community displaying advertising promoting a business or commercial enterprise and used to further the purpose of a business or commercial enterprise will be considered a Commercial Vehicle and is subject to the following restrictions.

- (a) Parking of commercial vehicles shall be limited to the physical confines of the garage or driveway on each Tract.
- (b) Parking of commercial vehicles on HOA common elements within the common interest community is prohibited.

7.3 Emergency Vehicles

The parking of an emergency motor vehicle by an occupant of a unit on a private community street, driveway, or the HOA guest parking area in the common interest community is permitted if the vehicle is required to be available at designated periods as a condition of the occupant's employment and all of the following criteria are met:

- (a) The vehicle will have a gross vehicle weight rating of ten thousand pounds or less;
- (b) The 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;
- (c) The vehicle bears an official emblem or other visible designation of the emergency service provider;
- (d) Primary parking of the vehicle shall be restricted to the physical confines of the occupant's garage or driveway, unless a written exception is given;
- (e) The parking of emergency vehicles on a private community street or HOA guest parking areas is to be permitted only upon the prior written approval of the Association.

8. INSPECTION AND COPYING OF ASSOCIATION RECORDS POLICIES AND PROCEDURES

The Association hereby adopts the policies for the maintenance, inspection and copying of records by community members as required under C.R.S. §38-33.3-317..

All requests for records must be initiated by completing the Records Request Form, **(Attachment 2)** of this document.

8.1 Records for Inspection.

The following are the records of the Association which shall be deemed to be the sole records of the Association for purposes of inspection by Owners:

- (a) Records of receipts and expenditures affecting the operation and administration of the Association;
- (b) Records of claims for construction defects and amounts received pursuant to settlement of any such claims;
- (c) Minutes of all meetings of Owners;
- (d) Minutes of all meetings of Board members (except records of executive sessions of the Board);
- (e) Records of actions taken by the Owners without a meeting;
- (f) Records of actions taken by the Board without a meeting, including written communications and e-mails among Board members that are directly related to the action so taken
- (g) Records of actions taken by any committee of the Board without a meeting;
- (h) A list of the names of the Owners in a form that permits preparation of a list of the names and mailing addresses of all Owners, as well as the number of votes of each Owner is entitled to vote;
- (i) The Association's governing documents which are comprised of:
 - (1) The declaration;
 - (2) The bylaws;
 - (3) The articles of incorporation;
 - (4) Any rules and regulations and/or design guidelines; and
 - (5) Any policies adopted by the Board, including the Association's responsible governance policies.
- (j) Financial statements for the last three years, which at a minimum shall include the balance sheet, the income/expense statement, and the amount held in reserves for

the prior fiscal year;

- (k) Tax returns for the last seven years, to the extent available;
- (l) The operating budget for the current fiscal year;
- (m) A list, by unit type, of the Association's current assessments, including both regular and special assessments;
- (n) The result of the Association's most recent available financial audit or review, if any;
- (o) A list of the Association's insurance policies, which shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed;
- (p) A list of the names, e-mail addresses and mailing addresses of the current Board members and officers;
- (q) The most recent annual report delivered to the Secretary of State;
- (r) A ledger of each Owner's assessment account;
- (s) The most recent reserve study, if any;
- (t) Current written contracts and contracts for work performed for the Association within the prior two years;
- (u) Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners; Ballots, proxies and other records related to voting by Owners for one year after the election, vote or action to which they relate;
- (v) Resolutions adopted by the Board;
- (w) All written communications sent to all Owners generally within the past three years;
- (x) A record showing the date on which the Association's fiscal year begins; and,
- (y) Any record required to be kept by law, the Declaration, or Bylaws, as updated from time-to-time.

8.2 Exclusions.

The Association may withhold from inspection and copying certain records as provided by Colorado law, and which shall not be deemed to be records of the Association, which shall include, but are not limited to:

- (a) Architectural drawings, plans and designs, unless released upon the written consent of the Owner of such drawings, plans or designs;
- (b) Contracts, leases, bids or records related to transactions currently under negotiation;
- (c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- (d) Records of executive sessions of the Board; and
- (e) Individual unit files other than those of the requesting Owners.

The Association shall withhold from inspection and copying the following records as provided by Colorado law:

- (a) Personnel, salary or medical records relating to Individuals;
- (b) Personal identification and account information of Owners, including bank account information, telephone numbers, e-mail addresses, driver's license numbers, and social security numbers;

8.3 Use of Records.

Association records and the information contained within the records shall not be used for commercial purposes. Membership list may not be used for any of the following without the consent of the Board:

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

8.4 Inspection.

The Association reserves the right to have a third-party present to observe during any inspection of record by an Owner or the Owner's representative.

An Owner or their designated agent is entitled to inspect and copy any of the books and records of the Association, as listed above, subject to the exclusions set forth above, upon submission of a written request to the Association describing with reasonable particularity the records sought. The Association shall provide access to the requested records by:

Making the requested records available for inspection and copying by the Owner within 10 days of the Association's receipt of such written request, such inspection shall occur during regular business hours; or

E-mailing the requested records to the Owner within 10 days of the Association's receipt of such written request, if so requested by the Owner.

8.5 Original.

No Owner shall remove any original book or record of the Association from the place of inspection nor shall any Owner alter, destroy or mark in any manner, any original book or record of the Association.

8.6 Creation of Records.

Nothing contained in this Policy shall be construed to require the Association to create records that do not exist or compile or synthesize information.

9. CONDUCT OF MEETINGS POLICIES

9.1 Owner Meetings.

Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.

9.2 Notice for/of Owner Meetings/Posting.

In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be posted in a conspicuous place at least twenty-four (24) hours prior to such meeting.

9.3 Notice for/of Owner Meetings/Website.

The Association may also post notice on its website (if any) of all meetings. Such notice shall be posted at least twenty-four (24) hours prior to such meeting.

9.4 Notice for/of Owner Meetings/Email.

Notice is provided via email to all lot owners of PVM with a current listed email address. For those who do not have an email account on file, notices are mailed via the post office. Notices are sent/posted pursuant to the Bylaws, but in no case less than twenty-four (24) hours prior to any such meeting.

9.5 Conduct of Members at Owner Meetings.

All Owner Meetings shall be governed by the following rules of conduct and order:

- The President of the Association or designee shall chair all Owner meetings.
- All Owners and persons who attend a meeting of the Owners will sign in, present any proxies and receive ballots as appropriate. (See section below regarding voting).
- Any person desiring to speak shall sign up on the list provided at check in (if any) and indicate if he/she is for or against an agenda item.
- Anyone wishing to speak must first be recognized by the Chair.
- Only one person may speak at a time.
- Each person who speaks shall first state his or her name and address.

- Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.
- Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
- Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting.
- Comments are to be relevant to the purpose of the meeting.
- Each person shall be given up to a maximum of three minutes to make a statement or to ask questions.
- The Board may decide whether or not to answer questions during the meeting.
- Each person may only speak once.
- Yielding of time by a speaker to another individual shall not be permitted.
- Time limits may be increased or decreased by the Chair, but shall be uniform for all persons addressing the meeting.
- All actions and/or decisions require a motion and a second.
- Once a vote has been taken, there will be no further discussion regarding that topic.
- So as to allow for and encourage full discussion by Owners, no meeting may be audio, video or otherwise recorded.
- Minutes of actions taken shall be kept by the Association.
- Anyone disrupting the meeting, as determined by the Chair, shall be asked to “come to order.”
- Anyone who does not come to order will be requested to immediately leave the meeting.
- The Chair may establish such additional rules of order as may be necessary from time to time.

9.6 Voting at Owners Meetings.

Election to the Board shall be by secret written ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the secretary of the Association or the secretary’s designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.

Voting by the Owners on other matters may be conducted by secret ballot at the discretion of the Board. Notwithstanding the previous, the secret ballot process shall be used upon the request of 20% of the Owners who are present at the meeting or represented by proxy.

All other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors or Chair of the meeting, including acclamation, by hand, by voice or by ballot, unless otherwise required by law.

Written ballots shall be counted either by a neutral third party, excluding the Association’s managing agent or legal counsel, or committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. Contested elections are defined as any election in which there are more candidates than positions to be filled. If the

committee option is chosen, then said committee shall be selected or appointed at an open meeting, in a fair manner, by the chair or another person presiding during that portion of the meeting.

The individual(s) counting the ballots shall report the results of the vote to the Chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue or candidate.

9.7 Proxies at Owner Meetings.

Proxies may be given by any Owner as allowed by C.R.S. 7-127-203. All proxies shall be reviewed by the Association's Secretary or designee as to the following:

- (a) Validity of the signature
- (b) Signatory's authority to sign for the Owner
- (c) Authority of the Owner to vote
- (d) Conflicting proxies
- (e) Expiration of the proxy

9.8 Executive Board Meetings.

Meetings of the Executive Board of the Association shall be called pursuant to the Bylaws of the Association.

9.9 Conduct at Executive Board Meetings

All Executive Board meetings shall be governed by the following rules of conduct and order:

- The President of the Association, or designee, shall chair all Board meetings.
- Anyone desiring to speak shall first be recognized by the Chair.
- Only one person may speak at a time.
- Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand.
- Minutes of actions taken shall be kept by the Association.

10. CONFLICTS OF INTEREST POLICIES AND PROCEDURES

10.1 Review of Policy.

The Board shall review this Policy and the procedures contained herein periodically to determine whether any revisions or amendments to this Policy are necessary or warranted.

10.2 General Duty.

The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association.

All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, Bylaws, and Rules and Regulations and applicable laws, including guidance directed in paragraph 7-128-501 of the Colorado Non-Profit Act.

11. ASSOCIATION COVENANT AND RULE ENFORCEMENT POLICIES AND PROCEDURES

11.1 Reporting Violations to the Association.

Complaints regarding alleged violations may be reported by an Owner or resident within the Community, a group of Owners or residents, the Association's Managing Agent, Board member(s) or committee member(s) by submission of a written complaint.

11.2 Complaints of Violations Submitted to the Association.

Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints, or written complaints failing to include any information required by this provision, may not be investigated or prosecuted at the discretion of the Association.

Complaints by a member of the Board of Directors or committee member may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Managing Agent.

11.3 Investigation of Complaints Made to the Association.

Upon receipt of a written complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion to appoint an individual or committee to investigate the matter.

Nothing in this policy shall be deemed to prevent the Association from taking immediate action to correct a particular violation that constitutes a risk to the health or safety of the Association or any of its members.

11.4 Rule and Covenant Enforcement Process.

(a) Initial Warning Letter/email.

If a violation is found to exist, an initial warning letter shall be sent to the Violator explaining the nature of the violation. The Violator must become compliant within fifteen (15) days from the date of the letter or by the date for compliance specified in the letter, whichever is earlier. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph (j) of this policy. In such event the procedure outlined in paragraph (j) shall be followed.

(b) Continued Violation after Initial Warning Letter.

If the alleged Violator does not become compliant within fifteen (15) days from the date of the letter or by the date for compliance specified in the letter, whichever is earlier, this will be deemed a second violation for which a fine may be imposed following notice and opportunity for a hearing.

A second and subsequent letter(s) shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter(s) shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within ten days of the date on the violation letter.

The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph (j) of this policy. In such event, the procedure outlined in paragraph (j) shall be followed.

(c) Notice of Hearing.

If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least ten (10) days prior to the hearing date.

(d) Impartial Decision Maker.

Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the association and do not have any direct personal or financial interest in the outcome.

A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

(e) Hearing.

At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator is required to be in attendance at the hearing.

The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed thirty (30) days, render its written findings and decision, and impose a fine, if applicable.

Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

(f) Failure to Timely Request Hearing.

Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within ten (10) days of any letter, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

(g) Notification of Decision.

The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Complainant within thirty (30) days of the hearing, or if no hearing is requested, within thirty (30) days of the final decision.

(h) Appeals.

The Violator may file a written appeal to the Board of Directors of any adverse decision of the hearing committee or individual within ten (10) days of the decision.

(i) General Fine Schedule.

The following fine schedule has been adopted for all covenant violations:

Initial Warning Letter/email	First Notice of Violation	No Fine – Property Owner given 15 days to come into compliance.
30 days from Initial Warning Letter/email	Second Notice of Violation	\$ 100 Penalty
60 days from Initial Warning Letter/email	Third Notice of Violation	\$ 200 Penalty
90 days from Initial Warning Letter/email	Fourth Notice of Violation	\$ 300 Penalty

Fifth and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. Any Owner committing four (4) or more violations in a six (6) month period (whether such violations are of the same covenant or different covenants) may be immediately turned over to the Association's attorney for appropriate legal action.

Owners will be responsible to pay all incurred attorney fees, court costs and any other expenses related to the enforcement process and collection of penalties.

(j) Repetitious Violations.

Repetitious Violations are defined as a series of identical or substantially similar individual violations that occur repeatedly or continuously within a period of time to be determined in the discretion of the Board, with each individual violation separated by a period of no less than one (1) day, nor more than ninety (90) days, the result of which is a pattern of violations of the same covenant restriction. In the event of such Repetitious Violation, in the discretion of the Board, each instance of noncompliance may constitute a separate violation, and the Board shall not be required to provide a period of 30 days from each violation for the alleged Violator to come into compliance.

A warning letter shall be sent for the first violation in the series. After the warning letter, the Board may cause violation notices to be sent for each violation in the series stating the amount of the fine to be imposed (pursuant to the Fine Schedule above) and giving notice and an opportunity for a hearing.

The Board shall individually consider each violation for which a hearing is requested but is permitted to combine any and all hearings requested for Repetitious Violations on one date. The Owner will receive a warning letter on the first instance of the violation. On the second instance of the violation, the Owner will receive a \$100.00 fine letter, and notice and opportunity for a hearing. On the third instance of the violation, the Owner will receive a \$200.00 fine letter and notice and opportunity for a hearing. On the fourth instance of the violation, the Owner will receive a \$300.00 fine letter and notice and opportunity for a hearing.

- (k) Waiver of Fines.
The Board may waive all, or any portion, of the fines if, in its sole 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 and staying in compliance with the Articles, Declaration, Bylaws or Rules.
- (l) Other Enforcement Means.
This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.
- (m) Definitions.
Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- (n) Supplement to Law.
The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.
- (o) Deviations.
The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
- (p) Amendment. This policy may be amended from time to time by the Board of Directors.

12. POLICIES AND PROCEDURES ON DISPUTES BETWEEN OWNERS AND THE ASSOCIATION

12.1 General.

It is the general policy of the Association to encourage the use of alternative dispute resolution to resolve disputes involving the Association and an Owner. Alternative dispute resolution (“ADR”) is defined as a procedure for settling a dispute by means other than litigation, such as binding arbitration, non-binding arbitration, or mediation.

12.2 General Policy.

In the event of any dispute between the Association and an Owner, except for those exempted claims defined, the Association and the Owner shall agree to resolve the dispute using the procedures set forth below prior to filing suit in any court or initiating proceedings before any administrative tribunal.

12.3 **Exempt Claims.**

The following claims shall be exempt from the provisions of this Policy:

- (a) Any action by the Association against an Owner to collect assessments or other sums due to the Association, including foreclosure proceeding; and
- (b) Any action by the Association to enforce any provisions of the Association's Declaration, Bylaws, rules and regulations, or other governing document; and
- (c) Any claim of the Association that, if not pursued by the filing of a lawsuit, would be deemed barred due to the applicable statute of limitations.

12.4 **Procedure for All Other Claims.**

All claims other than Exempt Claims shall be resolved using the following procedures in lieu of litigation:

(a) Required Notice.

The Association or any Owner having a claim ("Claimant") against an Owner or the Association, respectively ("Respondent"), other than an Exempt claim, shall notify each Respondent in writing of the claim ("Notice"), stating:

- (1) The nature of the claim, including the date, time, location, persons involved, and Respondent's role in the claim;
- (2) The basis of the claim (i.e. the provisions of this Declaration, the Bylaws, the Articles, Rules or Regulations or other authority out of which the claim arises);
- (3) What Claimant wants Respondent to do or not do to resolve the claim; and,
- (4) That Claimant wishes to resolve the claim by mutual agreement with respondent and is willing to meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the claim.

(b) Negotiation.

The parties shall make every reasonable effort to meet in person to resolve the claim by good faith negotiation.

Mediation.

- (1) If the parties do not resolve the claim through negotiation within 20 days of the date of the Notice (or within such other period as may be agreed upon by the parties) ("Termination of Negotiations"), Claimant shall have 30 additional days to submit the claim to mediation by an independent mediation service agreed upon by the parties.
- (2) If Claimant does not submit the claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of the claim.

- (3) If the parties do not settle the claim within 45 days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the parties met, that the parties are at an impasse, and the date that mediation was terminated.
 - (4) Within 10 days of the Termination of Mediation, the parties shall again attempt to resolve the matter informally through negotiation.
- (c) Arbitration.
- (1) If the parties do not resolve the claim through negotiation, as provided for above, within 20 days of the Termination of Mediation, the Claimant shall then have 15 additional days to submit the claim to binding arbitration in accordance with the appropriate rules of the American Arbitration Association, or the claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of the claim. However, nothing herein shall release or discharge Respondent from any liability to anyone not a party to the proceedings.
 - (2) This Policy is an agreement of the Association and Owners to arbitrate all claims except Exempt claims and is specifically enforceable under the applicable arbitration law of the State of Colorado. If specifically agreed to by both parties to the arbitration, the arbitration shall be final and binding and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

12.5 Costs.

If the claims are resolved through negotiation and/or mediation as provided above, each party shall bear all of its own costs incurred in resolving the claim, and each party shall bear its own attorney fees unless the parties otherwise agree. If the claims are not resolved through negotiation or mediation as provided above and the claims go to litigation, the prevailing party shall receive as a part of its award from the opposing party all of its costs, including attorney fees, costs for other representatives in resolving such claim, and any expenses incurred as a result of the dispute resolution procedures of this Policy.

12.6 Failure to Comply with Settlement.

If the parties resolve any claim through negotiation or mediation as set forth above, and the other party fails to abide by the terms of such agreement or award, then the other party may file suit or initiate administrative proceedings to enforce such agreement or award without need to comply with the provisions of this Policy. In such event, the party taking action to enforce the agreement or award shall be entitled to recover from the non-complying party all costs incurred in enforcing such agreement or award, including without limitation, attorney fees and costs.

13. ANNUAL ASSESSMENTS COLLECTION POLICIES AND PROCEDURES.

13.1 Policy Statement.

It is in the best interest of the Association to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue. The Association hereby gives notice of its adoption of the following policies and procedures for the collection of assessments and other charges of the Association.

13.2 Due Dates.

The annual assessment as determined by the Association and as allowed for in the Declaration shall be **due and payable on the first day of March each year**. Assessments or other charges not paid in full to the Association within **one day** of the due date are considered past due. Assessments or other charges not paid in full to the Association within **30 days** of the due date are considered delinquent and shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the PVM Property shall also be charged any costs incurred by the Association in giving notice of such acceleration.

13.3 Receipt Date.

The Association shall post payments on the day that the payment is received.

13.4 Late Charges on Delinquent Installments.

The Association shall impose a late charge on a monthly basis of \$25.00 for each Owner who fails to timely pay the annual assessment within 30 days of the due date. This late charge shall be and is a "common expense" for each delinquent Owner. The Association may impose interest from the date due at the rate of 21% per year, on the amount owed for each Owner who fails to timely pay their annual assessment within 30 days of the due date.

13.5 Payment Plan.

Any Owner who becomes delinquent in payment of assessments after January 1, 2020 may enter into a payment plan with the Association. At the very least, such payment plan shall provide for the amount due and owing, together with all costs, fees, and expenses, to be paid in equal installments over a term of not less than six months.

Such payment plan shall be offered to any Owner prior to turning an account over to an attorney or collection agency for further action. In the event the Owner defaults or otherwise fails to comply with the terms and conditions of the payment plan, including the payment of ongoing assessments, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or any other action it deems appropriate in relation to the delinquency.

13.6 Personal Obligation for Late Charges.

The late charge shall be the personal obligation of the Owner(s) of the Property for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth in these policies and procedures) for payment of assessments.

13.7 Return Check Charges.

In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Resolution, a \$20.00 fee plus any charges actually incurred by the Association shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be and is a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Despite this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

Returned check charges shall be the obligation of the Owner(s) of the Property for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Resolution after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner.

Any returned check shall cause an account to be past due if full payment of the annual assessment is not timely made within 30 calendar days of the due date.

13.8 Attorney Fees on Delinquent Accounts.

As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

13.9 Application of Payments.

All sums collected on a delinquent account that has been turned over to the Association's attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on account of any Owner or the Owner's property (collectively "Owner"), shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

13.10 Crediting Late Payment.

All delinquent accounts remain delinquent until paid in full. No partial payments will waive the Association's right to pursue full payment and/or to enforce the provisions of this policy. The Association will apply partial payments to the outstanding balance in the following order: (a) court costs, attorney's fees, and other costs of collection; (b) fines, late fees, and

interest; and, (c) regular assessments or Special assessments, with payment being applied to the oldest balance first.

13.11 Acceleration and Deceleration of Assessments.

The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account which is thirty days delinquent. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.

13.12 Collection Process.

- (a) After an installment of an annual assessment or other charges due to the Association becomes more than thirty (30) days delinquent, the Board of Directors shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. The Association's notice, at a minimum shall include the following:
 - (i) The total amount due to the Association along with an accounting of how the total amount was determined.
 - (ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.
 - (iii) A name and contact information for an individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt.
 - (iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado Law including revoking the Owners right to vote if permitted in the Bylaws or Declaration.
- (b) After an installment of an annual assessment or other charges due to the Association becomes more than thirty (30) days delinquent, the Board of Directors shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice that a \$25.00/month late charge will be applied to the delinquent account every thirty days until the delinquency is cured, notice of intent to file a lien and request for immediate payment.
- (c) After an installment of an annual assessment or other charges due to the Association becomes more than ninety (90) days delinquent, or Board of Directors shall send a second written notice ("Final Demand Letter") of non-payment, amount past due, notice that interest and late fees have accrued, notice that a \$25.00/month late charge will be applied to the delinquent account every thirty days until the delinquency is cured, notice of intent to file a lien and request for immediate payment.
- (d) After an installment of an annual assessment or other charges due to the Association becomes more than ninety (90) days delinquent, the Board of

Directors shall turn the account over to the Association's attorney for collection. Upon receiving the delinquent account, the Association's attorneys may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, the Association's attorney may file a lawsuit. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney's fees together with the cost of the action and any applicable interest and late fees.

- (e) In addition to the steps outlined above, the Association may elect to suspend the voting rights of any Owner whose account is past due at the time of such voting.

13.13 **Collection Procedures/Time Frames.**

The following time frames may be followed for use in the collection of the annual assessment and other charges.

PRAIRIE VISTA MEADOWS HOMEOWNERS ASSOCIATION ANNUAL DUES COLLECTION POLICY	
COLLECTION STEP	DUE DATE
Due Date (date payment due)	1 st day of March
Past Due Date (date payment is late if not received on or before that date)	One day after due date
First Notice (notice that late charges and interest have accrued, required disclosures of the Association and the availability of a payment plan if applicable)	Any time after thirty (30) days after due date
Second Notice (notice that late charges and interest have accrued)	Any time after sixty (60) days after due date
Final Demand Letter (Notice that late charges and interest have accrued, notice of intent to file lien)	Any time after ninety (90) days after due date
Delinquent account turned over to Association's attorney; Lien filed; Demand letter sent to Owner.	Any time after ninety (90) days after due date

13.14 **Certificate of Status of Assessment.**

The Association shall furnish to an Owner or such Owner's designee upon written request, first class postage prepaid, return receipt, to the Association's agent, a written statement setting forth the amount of unpaid assessments currently levied against such Owner's property for a reasonable fee as set by the Board of Directors. However, if the account has been turned over to the Association's attorney, such request will be handled through the attorney.

13.15 Communication with Owners.

All communication with a delinquent Owner will be handled through the Association's attorney once a matter has been referred to the attorney.

13.16 Failure to Comply.

Failure of the Association to comply with any provision in this policy shall 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.

13.17 Appointment of a Receiver.

The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court that manages the rental of the property, collects the rent and disburses 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 the waste and deterioration of the property.

13.18 Judicial Foreclosure.

The Association may choose to 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 other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure and may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

14. PROPERTY RENTAL REQUIREMENTS

14.1 Homeowner Responsibility.

Owners are responsible for any violations of the Association's Declaration, Bylaws, or Rules and Regulations committed by renters/ lessees as if the Owner personally committed the violation.

- (a) Any Owner who rents/ leases his property is responsible for providing Tenants with a complete copy of the Association's Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations.
- (b) Any Owner who rents/ leases their property shall, in conjunction with obtaining a signature on the rental or lease agreement, provide the Tenant/Renter Form (**Attachment 3**), , and obtain the signature of the renter/ lessee on an acknowledgement that indicates receipt of the documents. Said acknowledgement must, at the very least provide that the renter/ lessee:

- (1) Received copies of the Association's Declaration, Bylaws, Rules and Regulations, and Articles of Incorporation;
 - (2) Agrees to adhere to the requirements imposed by the Association's Declaration, Bylaws, and Rules and Regulations; and,
 - (3) Have provided the Owner with an accurate forwarding address and telephone number at which renter/ lessee may be contacted.
- (c) If an Owner fails to provide the Association with the acknowledgement mentioned above, the Association may:
- (1) Provide the renter/lessee with copies of the Association's Declaration, Bylaws, Rules and Regulations, and Articles of Incorporation;
 - (2) Obtain an acknowledgment from the renter/ lessee indicating s/he agrees to adhere to the requirements imposed by the Association's Declaration, Bylaws, and Rules and Regulations; and,
 - (3) Obtain a forwarding address and telephone number at which the renter/ lessee may be contacted; and
 - (4) Charge a reasonable fee to the Owner's account for the actions mentioned above.
- (d) Tenant/Renter Form (**Attachment 3**) , must be completed and returned to the Board no later than 14 calendar days following the start of the lease/rental agreement.

15. ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES, RULES, REGULATIONS OR GUIDELINES.

15.1 Scope.

The Board of Directors of the Association may, from time to time, adopt or amend certain policies as may be necessary to facilitate the efficient operation of the Association, including the clarification of ambiguous provisions in other documents, or as may be required by law. In order to encourage Owner participation in the development of such Policies and to ensure that such Policies are necessary and properly organized, the Board shall follow the following procedures when adopting any Policy.

15.2 Drafting Procedure.

The Board may consider the following in drafting the policy:

- (a) Whether the governing documents or Colorado law grants the Board the authority to adopt such a policy;
- (b) The need for such policy based upon the scope and importance of the issue and whether the governing documents adequately address the issue; and

- (c) The immediate and long-term impact and implications of the policy.

15.3 Notice and Comment.

A copy of the proposed Policy shall be provided to all Owners or posted on the Association's website and Owners shall be allowed a minimum of twenty-four (24) hours to provide comment and/or feedback on the proposed Policy. In addition, the adoption of every Policy shall be listed on the agenda for the Board meeting prior to adoption by the Board and any Owner who wishes to comment on the proposed Policy shall be afforded such opportunity at the meeting in compliance with Colorado law.

15.4 Adoption Procedure.

After the period for Owner comment expires, the Board may adopt any Policy. Upon adoption of a Policy, the Policy or notice of such Policy (including the effective date) shall be provided to all Owners by any reasonable method as determined by the sole discretion of the Board, including but not limited to posting on the Association's website.

15.5 Emergency.

The Board may forego the notice and opportunity to comment in the event the Board determines in its sole discretion that providing notice and opportunity to comment is not practical given the emergency nature of such Policy.

15.6 Definitions.

Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

15.7 Supplement to Law.

The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

15.8 Deviations.

The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

15.9 Amendment.

This Procedure may be amended from time to time by the Board of Directors.

PRAIRIE VISTA MEADOWS HOA

Architectural Control Committee (ACC) Application

Based on the Association's Declaration of Protective Covenants, Sections 7 and 20: *all construction plans (including fences)* must be provided to the Architectural Control Committee for review/approval prior to commencement of construction. Please follow the CONSTRUCTION APPROVAL PROCESS outlined below:

CONSTRUCTION APPROVAL PROCESS

As per Section 7.C of the Covenants, please provide the following documentation before beginning HOUSE/BUILDING construction:

1. One (1) copy of a site plan, drawn to scale, showing the exact location on the Tract and specifications of all proposed improvements (house, well, septic, leach field, utilities, other buildings, and barns/corrals even if only contemplated for the future). Exact proposed setbacks from Tract lines must be delineated and access routes (driveways) to proposed structures. If you do not have a copy of your site map; one can be found online at www.PPRBD.org
2. One (1) complete set of construction plans for building(s) detailing the floor plan, elevation, site location, and exterior building materials (including color choices of house or building, trim, and roof - of which all must be earthtones).

As per Section 20 of the Covenants, if building a FENCE, please provide the following before beginning construction:

1. Site Plans, drawn to scale, detailing the quality, size, location, and kind of materials used.

The above documentation, together with this form, should be submitted via email to pvmhoa@gmail.com or via physical mail to: **Prairie Vista Meadows HOA, Inc., P.O. Box 552, Peyton, CO 80831-0552**

Please ensure that the covenants have been reviewed prior to submitting the request to ensure completeness of information needing approval. For building construction, ensure that assistance is obtained from the ACC Director to verify the building is not closer than 50 feet to the eastern neighbor's line of sight to Pikes Peak.

All approvals must be in writing (note page 2 of this form) and will be provided **within 30 days** (likely much sooner) of submitting the required information. Please maintain a copy of the construction approval for future reference.

IMPORTANT NOTE: If completed construction doesn't match what was approved and **is in violation** of the covenants, fines will be assessed until the violation is corrected.

APPLICANT NAME:

DATE:

PHONE NUMBER:

EMAIL ADDRESS:

May the ACC respond to your application via email to expedite its response?

YES ☐ NO ☐

ADDRESS OF PROPERTY:

BRIEF DESCRIPTION OF CONSTRUCTION PROJECT:

Please Submit Form to the PVM HOA Either by Mail or Electronically	
Mail completed form to: PRAIRIE VISTA MEADOWS HOA, INC. P.O. Box 552, Peyton, CO 80831	Email completed form to: PVMACC@gmail.com PVMHOA@gmail.com
For Architectural Control Committee Use ONLY:	
Date Received by Committee:	
Date Reviewed:	
Request APPROVED Date:	
ACC Signature:	
Request APPROVED Subject to the following:	
Date:	
ACC Signature:	
Request DENIED for the following reason(s):	
Date:	
ACC Signature:	

REQUEST FOR INSPECTION AND COPYING OF RECORDS OF PRAIRIE VISTA MEADOWS HOMEOWNERS ASSOCIATION, INC.

I am requesting to inspect and/or obtain copies of the following records from PRAIRIE VISTA MEADOWS HOMEOWNERS ASSOCIATION. (Be as specific as possible) *If more items are being requested, please use back side of this form.

PURPOSE OF REQUEST:

1	
2	
3	
4	
5	
6	
*	(Continued on back)

I understand that under the terms of the Colorado Revised Nonprofit Corporation Act (#7-136-102), Association records may not be obtained or used for any purpose unrelated to my interest(s) as an Owner. I further understand and agree that without limiting the generality of the foregoing, Association records may not be:

- Used to solicit money or property;
- Used for any commercial purpose;
- Sold to, otherwise distributed to, or purchased by any person;
- Any other purpose prohibited by law; or
- Any purpose not related to the reason specified in this Agreement

In the event any document requested is used for an improper purpose or purpose other than that stated above, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees resulting from such improper use. I will additionally be subject to any and all enforcement procedures available to the Association through its governing documents and Colorado law.

Understood and Agreed to by:

(Homeowner Printed Name)	(Homeowner Address)
(Homeowner Signature)	(Date)

**SUBMIT FORM to: Prairie Vista Meadows HOA, Inc., P.O. Box 552, Peyton, CO 80831-0552
(or) Scan & Email to PVMHOA@gmail.com**

PRAIRIE VISTA MEADOWS HOMEOWNERS ASSOCIATION

TENANT/RENTER ACKNOWLEDGEMENT FORM

Homeowners, or their representative, will provide a printed copy of all required PVM HOA governing documents to any person renting/leasing a property within Prairie Vista Meadows HOA in conjunction with the signing of the rental/lease agreement. If a homeowner fails to ensure tenant receives the HOA documents the HOA will provide a printed copy and charge the homeowner for copying costs and mailing.

Owner will be responsible for having his/her Tenant sign a receipt for the printed documents and shall further be responsible for their return. Owner will require his Tenants to sign this sheet to indicate they have read and understand the HOA documents provided, and will adhere to the conditions stated in said documents.

- **All homeowners are responsible for providing the HOA Board with forwarding address and telephone number at which they may be contacted.**
- **This completed document must be returned to the HOA Board no later than *14 calendar days* following the signature of the lease/rental agreement.**

PVM Homeowner Name:	Homeowner's PVM Address
PVM Owner Contact Address:	
PVM Owner Telephone Number:	PVM Owner Email Address:

By signing below, Tenant/Renter indicates he/she has received and fully understands all HOA Governing Documents and will abide by such.

Tenant/Renter Name:	Dates of Rental/Lease Agreement: (From) <u> </u> / <u> </u> / <u> </u> Month Day Year (To) <u> </u> / <u> </u> / <u> </u> Month Day Year
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Tenant/Renter Signature:	Date:
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Owner / Representative Name:

Owner / Representative Signature:	Date:
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SUBMIT FORM to: **Prairie Vista Meadows HOA, Inc., P.O. Box 552, Peyton, CO 80831-0552**
(or) Scan & Email to PVMHOA@gmail.com