

# **BELMONT RIDGE HOMEOWNER’S ASSOCIATION, INC.**

## **RULES AND REGULATIONS**

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**BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC.**  
**POLICY FOR CONDUCTING ASSOCIATION MEETINGS**  
**Effective: March 1, 2011**

**1. Introduction.**

The Board of Directors (the "Board") of BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC., 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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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.
- Election of directors (if annual meeting; all voting to be done by secret ballot).
- 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.
- Election of officers (if annual meeting).
- 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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 \_\_\_\_\_, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BELMONT RIDGE HOMEOWNER'S  
ASSOCIATION, INC.

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

**BELMONT RIDGE HOMEOWNER’S ASSOCIATION, INC.**  
**POLICY FOR HANDLING CONFLICTS OF INTEREST**  
**OF EXECUTIVE BOARD MEMBERS**  
**Effective: March 1, 2011**

**1. Introduction.**

The Board of Directors (the “Board”) of BELMONT RIDGE HOMEOWNER’S ASSOCIATION, INC., 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 BELMONT RIDGE HOMEOWNER’S ASSOCIATION, INC. (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:

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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 \_\_\_\_\_, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BELMONT RIDGE HOMEOWNER'S  
ASSOCIATION, INC.

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

**BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC.**  
**POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS**  
**Effective: March 1, 2011**

**1. Introduction.**

The Board of Directors (the "Board") of BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC., 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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 Home 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 Home 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 Home 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 Home 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 Home Owner or Home 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 Home Owner's stated purpose, as well as any further explanation provided by the requesting Home 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 Home 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 Home 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 Home 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 Home 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 Home 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 Home Owner may inspect the same for up to five (5) hours per business day. During records inspections, a Home 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 Home 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 Home 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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 \_\_\_\_\_, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BELMONT RIDGE HOMEOWNER'S  
ASSOCIATION, INC.

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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. 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: \_\_\_\_\_

**BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC.**  
**RESERVE POLICY**  
**Effective: March 1, 2011**

**1. Introduction.**

The Board of Directors ("Board") of BELMONT RIDGE HOMEOWNER'S Association, Inc., a Colorado non-profit corporation ("Association"), acting pursuant to the powers set forth in the Association's Bylaws, Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions for Belmont Ridge, as amended ("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 Provide, through a reserve study, a tool for the Association to identify components of the community that the Association is responsible to maintain, repair and replace, to determine the useful life of those components, to establish a maintenance, repair and replacement schedule for those components, and to establish a plan for funding such maintenance, repair and replacement.

2.2 Manage the investment of the Association's reserve funds ("Reserve Funds") in a prudent manner to preserve them for their intended uses, structure the maturities of Reserve Fund investments so that the Association will have liquid assets available for its anticipated needs, and realize appropriate returns on the Association's Reserve Fund investments.

**3. Reserve Study.**

The Association shall have a reserve study prepared and periodically updated (any reserve study, together with any updates, being collectively referred to in this Policy as the "Reserve Study") for those components of the community maintained, repaired and replaced by the Association. The Reserve Study shall be prepared at least once every three years (with the first three year period commencing January 1, 2010), or more frequently if determined necessary by the Board in its sole discretion. The Reserve Study may be prepared by the Association, its managing agent or by a qualified outside consultant. The Reserve Study shall be based on both a physical analysis and a financial analysis of the components for which the Association has maintenance, repair and replacement responsibility.

**4. Funding Plan for Work Recommended by Reserve Study.**

The Board shall adopt a plan for funding any work recommended by the Reserve Study, which plan shall be updated from time to time as deemed necessary by the Board in its sole

discretion (the funding plan, together with any updates, being collectively referred to in this Policy as the “Funding Plan”). The Funding Plan shall take into consideration the cost of maintenance, repair and replacement of the community components for which the Association is responsible, the impact of inflation, the projected funding sources for the work (including assessments collected from the owners and revenue generated from invested Reserve Funds), as well as any other factors considered advisable by the Board. The goal of the Funding Plan shall be to maintain Association reserves at an adequate level to provide for the timely maintenance, repair and replacement of the community components for which the Association is responsible so as to minimize the risk to the owners of special assessments, deferred maintenance and unfunded losses. The Funding Plan may include a “percent funded” factor calling for the amount of the Reserve Funds to be 100% of the amount necessary to fully fund the work identified in the Reserve Study, or such other reasonable percentage as may be established by the Board from time to time.

## **5. Investment of Reserve Funds.**

5.1 Segregated Accounts. All Reserve Funds shall be maintained in an account or accounts separate from the Association’s operating account or accounts.

5.2 Types of Investments. The Board shall invest the Association’s Reserve Funds in one or more of the following types of investments:

- FDIC-insured interest bearing liquid bank accounts (money market deposit accounts) with no more than the maximum FDIC-insured amount in any one financial institution.
- FDIC-insured certificates of deposit with no more than the maximum FDIC-insured amount in any one financial institution.
- Money market funds that invest only in United States Treasuries and Treasury-backed securities.
- Treasury bills, notes or bonds purchased with the intent to hold to maturity.
- 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.

5.3 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.

5.4 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 maintenance, repair and replacement needs. This laddering strategy is intended to provide the Association with the benefit of longer term interest rates, which are customarily higher than short-term rates, while maintaining sufficient liquidity from time to time to meet the Association's maintenance, repair and replacement schedule.

5.5 Investment Advisor. The Board may retain a professional investment advisor to assist in investing its Reserve Funds pursuant to this Policy.

5.6 Control and Review of Investments. All Reserve Funds will be held in accounts titled in the name of the Association. Any withdrawal or transfer of Reserve Funds requires the signatures of at least two Association officers or directors. The Board will review the periodic account statements sent to the Association for the Reserve Funds at the next Board meeting following the Association's receipt of the statements. Based on this review, the Board may make any adjustments to the investments as necessary to maintain competitive yields.

5.7 Standards of Conduct. In making decisions regarding the investment of Association Reserve Funds, the officers and directors shall act in good faith, with the care that ordinarily prudent persons in a like position would exercise under similar circumstances, and in a manner the officers or directors reasonably believe to be in the best interests of the Association, pursuant to the Colorado Revised Nonprofit Corporation Act.

**6. Variances.**

The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.

**7. Amendment.**

This Policy may be amended from time to time by the Board.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the BELMONT RIDGE HOMEOWNER'S Association, Inc. ("Association") certifies that the foregoing Reserve Policy 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 \_\_\_\_\_, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BELMONT RIDGE HOMEOWNER'S  
ASSOCIATION, INC.

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

**BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC.**  
**POLICY FOR COLLECTION OF UNPAID ASSESSMENTS**  
**Effective: March 1, 2011**

**1. Introduction.**

The Board of Directors (the "Board") of BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC., 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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 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. If Assessments are payable monthly, the Association shall send a letter demanding payment to any delinquent Owner owing two months of past due Assessments. The demand letter shall be mailed by regular United States mail within thirty days of the delinquent Owner becoming two months delinquent in the payment of Assessments. A late fee of \$100.00 will be assessed against the Owner if Assessments become past due.
- b. If Assessments are payable annually, the dues are due on January 31<sup>st</sup> each year. The Association will send out invoices each year on or about the first week in January. The Association will send out a follow-up statement on or about January 31 of each year 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. A late fee of \$100 will be assessed against any owner on March 1<sup>st</sup> for any past due amounts owed the Association. In addition, the Association

may turn over the account to its Legal Counsel and a demand letter will be sent by the Associations' 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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 \_\_\_\_\_, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BELMONT RIDGE HOMEOWNER'S  
ASSOCIATION, INC.

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

**BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC.**  
**POLICY FOR ENFORCEMENT OF COVENANTS AND RULES (INCLUDING**  
**NOTICE AND HEARING PROCEDURES AND SCHEDULE OF FINES)**  
**Effective: March 1, 2011**

**1. Introduction.**

The Board of Directors (the "Board") of BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC., 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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 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 \$250.00 - \$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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 \_\_\_\_\_, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BELMONT RIDGE HOMEOWNER'S  
ASSOCIATION, INC.

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

**BELMONT RIDGE HOMEOWNER’S ASSOCIATION, INC.**  
**PROCEDURES FOR THE ADOPTION AND AMENDMENT OF**  
**POLICIES, PROCEDURES AND RULES**  
**Effective: March 1, 2011**

**1. Introduction.**

The Board of Directors (the “Board”) of BELMONT RIDGE HOMEOWNER’S ASSOCIATION, INC., 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 BELMONT RIDGE HOMEOWNER’S ASSOCIATION, INC. (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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 \_\_\_\_\_, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BELMONT RIDGE HOMEOWNER'S  
ASSOCIATION, INC.

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

**BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC.**  
**RESOLUTION FOR COLLECTION OF DELINQUENT ASSESSMENTS**  
**Effective March 1, 2011**

The BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC., 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 Myatt Brandes & Gast, PC ("MBG") 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 MBG commence collection efforts. Such grant of authority includes, without limitation, the authority:

1. To send demand letters for payment to delinquent Home 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 Home owners;
5. To enter into settlement agreements with Home 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 Home owner either before or after legal proceedings are commenced. The Association wishes to grant MBG 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, MBG 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 Home owners. If MBG 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 MBG written notice that it has been amended or revoked.

**CERTIFICATION**

The undersigned, being the duly elected and acting Secretary of the BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 \_\_\_\_\_, 2011.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BELMONT RIDGE HOMEOWNER'S  
ASSOCIATION, INC.

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

**BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC.**  
**ARCHITECTURAL CONTROL/DESIGN GUIDELINES**  
**Effective: November 2, 2010 (1<sup>st</sup> Amendment)**

The original guidelines dated and signed on September 3, 2010 are hereby amended in their entirety pursuant to the authority granted to the Board of Directors of the Association ("the Board") in the Declarations of the Association ("the Declarations"). This amendment is effective November 2, 2010.

These guidelines must be followed by all residents in the Community. The Architectural Review Process is a very important component of the Association and is a service provided by the Association to review improvements to the home or landscaping herein.

These guidelines are intended to set forth the specific guidelines governing the ARC's review and approval of plans and specifications for structures and improvements to be placed, erected, or installed within the Community and the procedures to be followed by the ARC.

**Activities Requiring Architectural Review Committee Approval**

No Person may alter the exterior of any Improvement, including a Residence or fence or landscaping, or construct or place any Improvement on a Lot, without first complying with the Design Guidelines referenced below. No prior approval is necessary to repaint the exterior of an Improvement using the most recently approved color scheme or to rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures, to remove dead or diseased landscaping, or to add landscaping that was already previously approved. Generally, no approval is required for work done to the interior of a Residence; however, modifications to the interior of screened porches, patios, and any other portions of a structure visible from outside of the structure may require prior approval. Notwithstanding the above, this Article shall not apply to the initial design and construction of Improvements by the Declarant or a builder approved by the Declarant, to other design and construction activities by or on behalf of the Declarant, or to any maintenance, repair or reconstruction undertaken by the Association. Also shall not apply to the Association's design and construction activities or to the Association's maintenance or repair of any portion of the Area of Common Responsibility.

**Town Review, Approval or Permits**

Approval under these guidelines and the Declarations are not a substitute for any approvals or reviews required by the Town or any municipality or governmental agency or any other entity having jurisdiction over architectural or construction matters. The homeowner is responsible for obtaining all requirements and documents from the Town or any municipality or governmental agency.

**DESIGN GUIDELINES**  
**BELMONT RIDGE HOMEOWNERS ASSOCIATION**  
**1<sup>st</sup> Amendment November 2, 2010**

**PROCEDURES**

Unless the Guidelines provide otherwise, no Improvements may begin on any portion of the Community and/or Home until a written application is submitted to and approved by the ARC. The application must be accompanied by the following:

**Submittal Requirements**

Before work is commenced on any activity requiring ARC approval, the person seeking approval for such work ("the Applicant") shall submit the original and one copy of an application, containing at least the following information:

- A. The completed Architectural Review Request in the form approved by the Board.
- B. A plan depicting the location of the proposed improvement with existing structures and required legal setbacks per the Town (Town required setbacks can be obtained from the Town). The Architectural Review Committee may not be able to review and/or approve a new structure or expansion of a home unless a plan depicting the location of the proposed improvement with existing structures and setbacks is provided to the ARC.
- C. The plan must include:
  - Lot corner elevations;
  - Foundation top of wall elevations;
  - Garage slab elevations;
  - Driveway slope;
  - Setback dimensions to all lot boundaries and relationship to allowable building envelopes per the Town;
  - Height, width, length and depth of structure;
- D. A brief narrative description of the proposed structure or improvement.
- E. If the improvement is a change in the color, type or style of exterior treatment of any existing improvement, a picture or sample of the material proposed.
- F. If the improvement is for the construction or modification of a fence the following must be submitted: A site plan showing the location of the fence on the Lot, a description of the fencing material, a drawing of the style, height of the fence and width of post and pickets.
- G. Any other information which the ARC requests in order to be able to visualize the proposed improvement.
- H. Any processing fee that may be established by the Board. Currently, no such processing fee is charged.

One copy of the application and submitted materials will be kept by the ARC and the other set will be returned to the Applicant when approval is granted. No improvements should be performed until the Applicant has received written approval from the ARC.

**DESIGN GUIDELINES**  
**BELMONT RIDGE HOMEOWNERS ASSOCIATION**  
**1<sup>st</sup> Amendment November 2, 2010**

In reviewing each application, the ARC may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The ARC shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations shall not be subject to review so long as they are made in good faith and in accordance with required procedures. The ARC shall make a determination on each application after receipt of a completed application with all required information. The ARC may permit or require that an application be submitted or considered in stages, in which case a final decision shall not be required until after the final, required submission. The ARC may (i) approve the application with or without conditions/requirements; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC shall notify the applicant in writing of the final determination on any application no later than 45 days after its receipt of a completed application and all required submissions. Notice shall be deemed given at the time the envelope containing the response is deposited in the U.S. mail, hand delivery, facsimile, electronic mail, or similar delivery of such written notice also shall be sufficient and shall be deemed given at the time of confirmed delivery to the applicant. No approval shall be inconsistent with the Guidelines unless a written variance has been granted. As part of any approval, the ARC may require that construction commence within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the ARC, in its discretion, grants an extension in writing.

The Guidelines are intended to provide guidance to Owners and contractors regarding matters of particular concern to the ARC. The Guidelines are not the exclusive basis for the ARC's decisions, and compliance with the Guidelines does not guarantee approval.

**DESIGN GUIDELINES**  
**BELMONT RIDGE HOMEOWNERS ASSOCIATION**  
**1<sup>st</sup> Amendment November 2, 2010**

**DESIGN GUIDELINES**

**ADDITION/EXPANSION**

An addition or expansion of the home is an increase in the size of a building brought about by constructing additional, usable building space to the side(s) or top of an existing structure. Examples include room additions, pop-tops, enclosed patios or attached garages. All additions and expansion must be approved by the ARC and meet the following guidelines.

- Shall match or compliment the materials and colors used on the home.
- Must be constructed entirely within allowable building setbacks as established by the Town and meet all Town requirements. Prior to commencement of this improvement, a Town permit will need to be supplied to the Association.

An Architectural Review Submittal for an addition or expansion must include the following information:

- Architectural Review Form
- Engineered site plan with dimensions, elevations, drainage plan, and relation to landscaping, home, property lines, setbacks and easements
- Material description or manufacture's literature to be used
- Photos/Pictures of material to be used
- Colors of materials to be used
- Building permit, when required by the Town code

**AIR CONDITIONER**

All air conditioners, including swamp coolers, must be professionally installed, ground mounted, located in the back or side yard, and in a location not visible from the street front or a nuisance to neighboring homes. If the air conditioner meets all guidelines referenced above then no ARC approval is required. No window air conditions are permitted in the Community. *Evaporative Cooler is covered in another section.*

**ACCESSORY BUILDING**

An accessory building is a detached permanent building structure, such as but not limited to, a shed, greenhouse, or playhouse, *Gazebo is covered in another section.* Shed, greenhouse, play house or any other accessory buildings must be approved by the ARC and meet the following guidelines:

- Shall match or compliment the materials and colors used on the home.
- Must be constructed entirely within allowable building setbacks as established by the Town.
- Cannot expand beyond 2% of the total square footage of the lot.
- Cannot exceed eight (8) feet in height

Portable playhouses are considered a toy and shall be stored in the backyard away from public view.

**DESIGN GUIDELINES**  
**BELMONT RIDGE HOMEOWNERS ASSOCIATION**  
**1<sup>st</sup> Amendment November 2, 2010**

An Architectural Review Submittal for a shed/greenhouse/other structure must include the following information:

- Architectural Review Form
- Site plan or concept sketch with dimensions (height, width), elevations and relation to landscaping, home, property lines, setbacks and easements
- Material description or manufacture's literature to be used
- Photos/Pictures of material to be used
- Colors of materials to be used

**ARBOR**

An arbor is a free standing arch, which provides an aesthetic feature with or without climbing plants. An arbor is permitted that is constructed on the individual property at a max height of 8 feet for clearance, and that compliments the house color and materials. All arbors in public view need to be approved by the ARC prior to installation.

An Architectural Review Submittal for an arbor must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Photos/Pictures
- Site plan or concept sketch with dimensions, elevations, and relation to home, property lines, setbacks and easements
- Plan to scale showing location to home and property lines

**AWNING/EXTERIOR SHADE**

An awning is a roof-like shelter extending above a window, door, deck or patio and is commonly made of canvas or a similar durable material. Exterior shades look and feel like interior shades but are used on patios or decks to shade in peak sun times of day. Awnings or exterior shades are permitted on homes for environmental purposes. ARC approval is required prior to installation and the awning or exterior shade needs to adhere to the following guidelines:

- Professionally installed
- Color that compliments the home
- Height shall not exceed 10 feet over patio or deck
- Retractable

An Architectural Review Submittal for an awning or exterior shade must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature to be used
- Photos, pictures, sample, or swatch of material to be used
- Site plan or concept sketch showing dimensions, elevation and location of awnings on home.

When awning becomes faded or worn, the fabric material must be promptly replaced or removed.

**DESIGN GUIDELINES**  
**BELMONT RIDGE HOMEOWNERS ASSOCIATION**  
**1<sup>st</sup> Amendment November 2, 2010**

**BASKETBALL HOOP**

Basketball hoops are prohibited on streets, sidewalks and alleys due to safety issues. Portable basketball hoops are permitted in the individual driveways, provided that they are maintained properly and in accordance with any applicable Town codes, are 10 feet from front sidewalk and 5 feet from the side lot property line. Portable basketball hoops need to be stored out of view when not in use. Permanent basketball hoops are not permitted in the Community.

**BIRDBATH**

Birdbaths do not require ARC approval but cannot exceed 6 feet in height.

**BIRDHOUSES & BIRD FEEDER**

Birdhouses and bird feeders do not require ARC approval but cannot exceed 1 foot by 2 feet, cannot be installed on property line fences and shall not be greater than 10 feet high.

**BARBEQUE GRILL**

Barbeque grills are not permitted in the front yard or patio of the home. Portable grills cannot be placed in any common area or limited common area maintained by the Association or the Master Association.

**CARPORT**

Carports are not permitted in the Community.

**CLOTHES LINE**

Per the Colorado State law clothes line are protected due to the environmental "green" aspect but must be located close to the home in the back yard and be retractable. No ARC approval is needed for clothes lines that meet the guidelines above.

**DECK/BALCONY/PORCH**

ARC approval is necessary for addition to, enclosure of, permanent overhang or adding a deck, balcony or porch and meets the following guidelines. *Patios are covered in another section.*

- Must be constructed entirely within allowable building or building envelopes as established by the Town
- Complement the colors of the home
- Decks cannot be higher than ten (10) feet above grade
- Decks main support post must be 6" x 6" and upper floor support posts to be minimum of 12" x 12." Proper drainage must be ensured by outlets being provided where deck crosses the drainage flow lines.
- The support system must be integrated with the architectural design.

**DESIGN GUIDELINES**  
**BELMONT RIDGE HOMEOWNERS ASSOCIATION**  
**1<sup>st</sup> Amendment November 2, 2010**

An Architectural Review Submittal for a deck, patio or porch must include the following information:

- Architectural Review Form
- Engineered site plan with dimensions, elevations and relation to home, property lines, easements and setback lines
- Dimension of post and railings
- Material description and/or manufacture's literature to be used
- Photos/Pictures of material to be used
- Color of materials and/or paint/stain to be applied
- Permit when required by the Town
- If any material will be used to put between rails, then description of material needs to be submitted and approved

**DOG RUN/DOG HOUSE**

Dog runs are areas within a property that are blocked off specifically for securing a pet. Dog houses are small enclosures for security or weather protection for a pet. All dog runs and dog houses must be approved by the ARC prior to installation and meet the following guidelines:

- Be reasonably isolated and adequately screened from adjacent properties and the street front
- Located in the rear or side yard
- All dog runs shall be enclosed by an approved fence type; invisible fences are encouraged to be used.
- All dog runs shall not be larger than 500 square feet
- All dog runs shall not exceed six (6) feet in height
- Dog houses must complement the homes colors
- Dog houses shall not exceed three (3) feet in height

An Architectural Review Submittal for a dog run or dog house must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Photos/Pictures of material
- Color (picture, sample, swatch or photo)
- Dimensions of fence - height, width of fence posts, width of boards/pickets
- Site plan or concept sketch with dimensions, elevations, and relation to home, property lines and other key features

**DOOR**

Replacement of an existing entry door (back, front or side) or garage door with the same door with same color does not require ARC approval. Replacement of an existing door with a new type of door or color requires ARC approval. *Screen/Security doors are covered in another section*

**DESIGN GUIDELINES**  
**BELMONT RIDGE HOMEOWNERS ASSOCIATION**  
**1<sup>st</sup> Amendment November 2, 2010**

An Architectural Review Submittal for a door must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Photos/Pictures of material and the door
- Color (picture, sample, swatch or photo)
- Location of door to be replaced or elevation of home with new location, if different

**DRIVEWAY**

Replacement or repair of a driveway with same material and color does not require ARC approval. Replacement or expansion of a driveway with different material or a different color requires ARC approval.

An Architectural Review Submittal for a driveway must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Color (picture, sample, swatch or photo)
- Dimensions and location of driveway, if expanding

**EVAPORATIVE COOLER**

Use of coolers which consume lower amounts of energy are encouraged, but not at the expense of the surrounding area. Therefore, rooftop coolers will be permitted upon approval from the ARC and meet the following guidelines

- Fit within a screened or louvered enclosure four foot by four foot by four foot (4'x4'x4')
- Painted to match the roof color
- Skirt applied
- Located behind and below the major roof peak so as not to be visible from the street front

Ah Architectural Review Submittal for an evaporative cooler must include the following information:

- Material description and/or manufacture's literature
- Photos/Pictures of cooler
- Installation plan
- Site Plan showing location
- Design sketch showing skirt.

**FACADE EXTERIOR**

The Exterior Facade includes shutters, soffits, trim, stucco, stone, brick, siding and any other exterior facade element. Replacement of an existing facade with the same material or color does not require ARC approval. Replacement of an existing facade with a new facade material and/or change in existing color requires ARC approval.

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An Architectural Review Submittal for facade must include the following information:

Architectural Review Form

Material descriptions and/or manufacture's literature

Photos/Pictures of material

Rendering of the home that shows where the siding will be located to include all sides of home.

Color with picture, sample, swatch or photo, if either manufactured with color or the paint color that siding will be painted

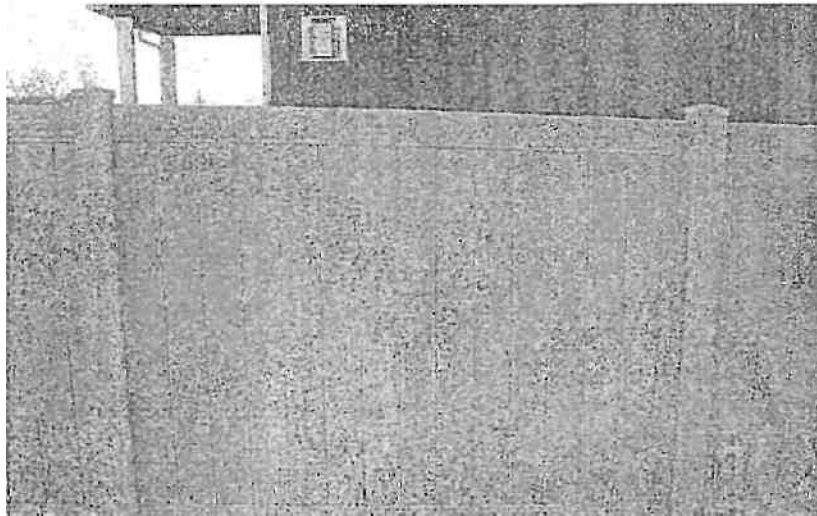
**FENCE**

All fencing must be approved by the ARC and meet the following guidelines:

1. All fencing must be vinyl in the color approved by the ARC.
2. Fencing is optional on most lots, but must follow the guidelines if installed.
3. **NOTE:** Per the Final Subdivision Landscape Plan dated August 18, 2004, "No Fence Permitted on Rear of Lots 8-19, Block 17."
4. Solid Privacy Fence (wing fence) will only be allowed adjacent to sides of home. Must be 5' in height (see description and picture below). Access gate on garage side

**Five foot Tan Vinyl Privacy Fence (Wing Fence):**

Pawnee, 5 foot tall tan privacy vinyl. With 5"x5" posts set 2 feet deep in concrete, outside pyramid style post caps, 1.5"x5.5" deco top rails, 1.5"x5.5" deco bottom rails, interlocking single bevel pickets, and u-channels.



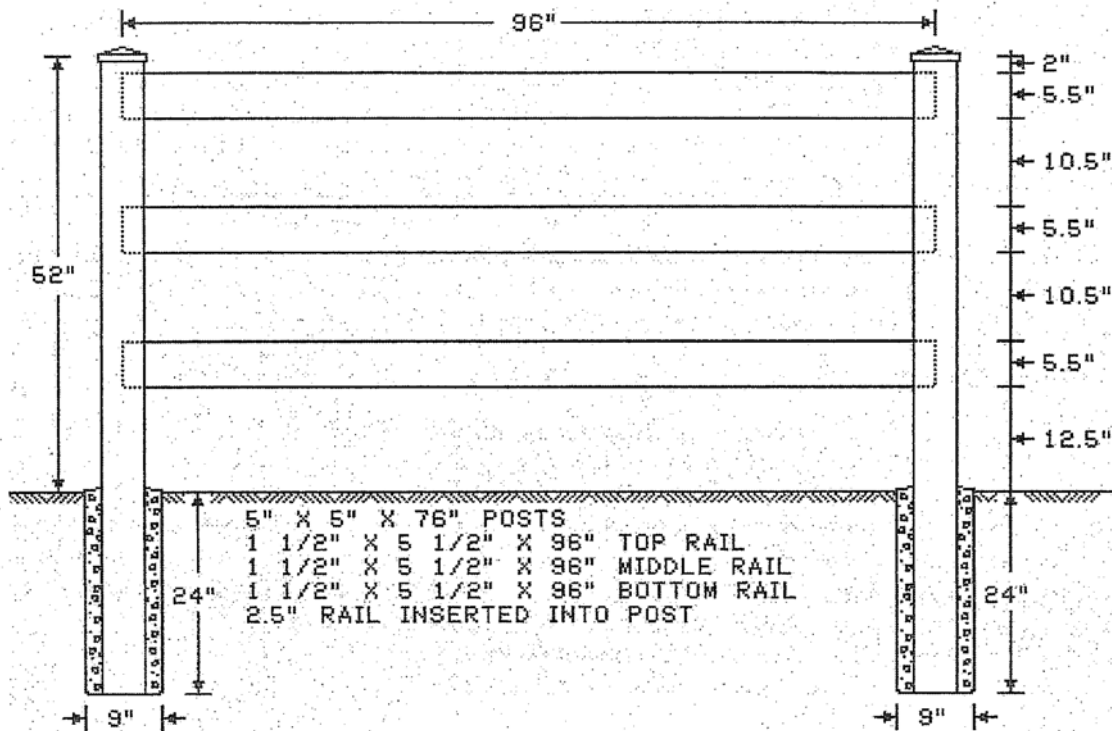
5. Fencing on side and rear property boundaries must be a 4 ft vinyl, color specific, 3 rail open fence (as specified on the drawing below).

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6. Wire meshing is okay on the interior side of the open rail fence.

**Four foot Tan Vinyl 3 Rail Ranch Fence (Side and Rear Property Lines):**

4ft tall 3 rail tan ranch rail vinyl fence. With 5"x5" posts set 2 feet deep in concrete, outside pyramid style post caps, 1.5"x5.5" ranch rails. Top rail is 2" down from top of post, and 10.5" between rails. 2"x4" welded wire mesh (14 gauge) may be attached to inside of fence.



7. No barbed wire, sharp-pointed or electrically charged (except invisible dog fence that is installed underground) fence are allowed.
8. To ensure proper drainage, outlets need to be provided at drainage flow lines.
9. All fencing shall be maintained by the homeowner.
10. It is the responsibility of the homeowner to contact the utility providers in order to locate exact utility easements and locations.
11. Fences shall not be placed within a sight vision clearance area to include a yard that abuts a street front or anywhere in the yard that is within 17' of a street front.

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12. All fences shall be five feet (5') from the adjacent front building plane of the home
13. Front yard fencing is prohibited
14. It shall be the responsibility of the homeowner to locate all property lines and detail on the site plan submitted for Design Review. No fence may extend beyond or across a property line except with the joint written agreement with the abutting property owner.

Specialty Fences

- Other specialty fences as required (i.e. pool) must be approved by the ARC

All fencing needs to be approved by the ARC prior to installation even if meets the guidelines above. Variance may be granted but need to be submitted and approved by the ARC. Fencing that requires a Town permit; the ARC may make it a condition of approval for the homeowner to provide proof of permit. A variance approved by the Town does not guarantee approval from the ARC.

An Architectural Review Submittal for fencing must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Photos/Pictures of material
- Color (picture, sample or photo)
- Dimensions of fence - height, width of fence posts, width of boards/pickets, height difference between rails (if applicable), detail of top
- Plan to scale depicting location of fence to home, setbacks and property lines

The common area fencing of the Association or the Master Association is a unifying element of the Community. Accordingly no one shall alter, add, deconstruct or change the common area fencing.

**FIREPLACE**

Portable fire places - open flamed- (like chimney or other wood burning portable pits) do not need to receive ARC approval but are not permitted on upper level deck/balcony/patio per the Fire Code. Portable fireplaces/open flamed are only permitted under the Fire Code if they are placed 10 feet or more away from the building, are on ground level and are not covered by combustible materials (overhangs). This will be enforced by the Fire Department.

Fire places cannot be placed in any common area of the Association or Master Association.

**GAZEBO**

A gazebo is an accessory building that is a detached, permanent, decorative and used as seasonal gathering place. Gazebos must be approved by the ARC and need to adhere to the following guidelines:

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- Shall match or compliment the colors used on the home.
- Must be constructed entirely within allowable building setbacks as established by the Town.
- Cannot expand beyond 2% of the total square footage of the lot.
- Cannot exceed 13 feet in height

An Architectural Review Submittal for a gazebo must include the following information:

Architectural Review Form  
Site plan or concept sketch with dimensions, elevations and relation to landscaping, home, property lines, setbacks and easements  
Material description or manufacture's literature to be used  
Photos/Pictures of material to be used  
Colors of materials to be used

**HOT TUB**

Hot tubs are prohibited on upper level deck/balcony/patio or within front yards. Hot tubs must be approved by the ARC and meet the following guidelines:

- In back yard at ground level
- Natural tones color
- Screened from public view with shrubs or fencing approved by ARC

An Architectural Review Submittal for a hot tub must include the following information:

Architectural Review Form  
Site plan or concept sketch with dimensions, elevations and relation to landscaping, home, property lines, setbacks and easements  
Material description or manufacture's literature to be used  
Photos/Pictures of material to be used  
Colors of materials to be used

**HEIGHT**

Unless provided otherwise in these guidelines, no improvement structure or object shall be placed in any yard that exceeds a height of 10 feet, without an approved variance from the ARC.

**LIGHT**

No ARC approval is needed for replacement of an existing exterior light fixture or post light with the same fixture. ARC approval is needed to change or add an exterior light fixture or post light and must meet the following guidelines. *Landscape lighting is covered in another section.*

- The light is subdued and should not be a nuisance to adjacent homes
- The light is similar in size and style of the original light.

An Architectural Review Submittal for a light must include the following information:

Architectural Review Form  
Picture of fixture  
Color of fixture  
Location of fixture

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**PAINTING (Exterior)**

No homeowner may alter or change the existing exterior colors of the home without the approval of the ARC. No prior approval is necessary to repaint the exterior of existing home using the most recently approved color scheme.

An Architectural Review Submittal for change of color must include the following information:

- Architectural Review Form
- Type of paint
- Color Swatch
- Rendering depicting where will be applied to include trim, body, front, back, shutters, back door, front door and garage door.

**PATIO**

A patio is an exterior, at grade surface for gathering. Typical materials include concrete, gravel, pavers or bricks. *Enclosed patios are considered an addition/expansion and are covered in another section. Decks/Balcony/Porch are covered in another section. Paths are covered in another section.* All patios need to be approved by the ARC and meet the following guidelines:

- Located on the individual's lot
- Proper drainage is ensured by outlets being provided where patio crosses the drainage flow lines

An Architectural Review Submittal for a patio must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature to be used
- Photos/Pictures of material to be used
- Colors of materials to be used
- Site plan or concept sketch with dimensions and relation to home, property lines, set back lines and easements
- If changing grade more than thirty (30) inches higher than original grade or building a two level patio need to provide grading plan with submittal to ARC

**PERGOLA/PATIO COVER**

A pergola is a feature with an open lattice that may or may not be attached to a building, which both provides shade and or aesthetic feature with or without climbing plants. Occasionally, a temporary seasonal fabric cover is incorporated in the pergola, please see section for shade covers. A pergola must be approved by the ARC and meet the following guidelines:

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- Constructed within property lines and the Town required setbacks and easements
- Max height of 10 feet for clearance
- Compliments the house color and materials.

An Architectural Review Submittal for a pergola must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Photos/Pictures
- Site plan or concept sketch with dimensions, elevations, and relation to home, property lines, setbacks and easements Plan to scale showing location to home and property lines

**PET DOOR**

Pet doors are only permitted to be installed at a ground level, back or side door that opens to an enclosed fenced area. All permitted pet doors need to be professionally installed and maintained properly by the homeowner. Pet Doors are prohibited in the front of the individual home or above ground level. Pet doors if meet the guidelines above do not require ARC approval.

**PLAY STRUCTURE**

Play structures refer to, but not limited to, swing set, jungle gym, trampoline or similar play apparatus. *Basket ball hoop is covered under another section.* Play structures are allowed in the back or side yards but need to be approved by the ARC and adhere to the following guidelines.

- Must be entirely within allowable building setback per the Town,
- Located in rear or side yard, if space permits
- Height shall not exceed 10 feet

Portable playhouses are considered to be a toy and shall be stored away from public view.

An Architectural Review Submittal for a play structure must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Photos/Pictures of play structure
- Color of play structure
- Site plan or concept sketch with dimensions, elevation and relation to home

**POOL**

Permanent pool is a pool that is in ground or above ground that is meant to be a permanent feature all year round. All permanent pools must be approved by the ARC and meet the following guidelines:

- Meet all required Town or International Building codes to design, construction and barrier requirements
- Located where it is not visible from the front yard and within property lines and Town required setbacks and easements
- Color to compliment the home

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An Architectural Review Submittal for a permanent pool must include the following information:

- Architectural Review Form
- Engineered site plan with dimensions, elevations, drainage plan, and relation to landscaping, home, property lines, setbacks and easements
- Material description or manufacture's literature to be used
- Photos/Pictures of material to be used
- Colors of materials to be used
- Building permit from the Town

A temporary pool is an above ground pool that is meant to be put up on a seasonal basis and taken down when the season is over. Temporary pools are permitted from Memorial Day to Labor Day and must be located in back yard and not visible from street front. No ARC Approval is necessary for temporary pools as long as all the guidelines referenced above are met.

**ROOFING MATERIAL**

Roofing materials refer to the shingles or tile material installed on a building rooftop. Replacement of an existing roof with the existing material, existing color and existing pattern does not require ARC approval. Replacement of an existing roof with new roofing material or roof pattern or roof color requires ARC approval.

An Architectural Review Submittal for roofing must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Photos/Pictures of material
- Color (picture, sample, swatch or photo) and dimension of each shingle

**SHADE COVER OR STRUCTURE**

A temporary shade cover or structure is a manufactured sun-shade cover used outdoors to provide temporary shade or cover and is commonly made of canvas or similar durable fabric. These systems are easily transported, assembled and stowed away. Only manufactured shade covers are permitted; make shift covers are not allowed. These temporary shade covers or shade structures are permitted to be used from May 1<sup>st</sup> through October 1<sup>st</sup>. A temporary shade cover or structure requires ARC approval only if the owner intends to leave up for a prolonged period of time, more than 72 hours, which would be considered a permanent accessory. Occasional use of temporary shade covers or structures for periods of 72 hours does not require approval.

**TRELLIS**

A trellis is an upright structure that is made to support a climbing plant or plants. Trellises are permitted that do not exceed eight (8) feet in height. If installing on property line must obtain adjacent property owners approval and supply the ARC with a letter from the adjacent property owner. Trellises shall be compatible with color and material of other structures constructed on the lot. Trellises that meet all the requirements above and are not on property line do not require ARC approval.

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**SATELLITE DISHES AND ANTENNA**

The following satellite dish or antenna described below does not require ARC approval

- (a) an antenna designed to receive direct broadcast satellite services, including direct-to-Home satellite services, that is one meter or less in diameter;
- (b) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- (c) an antenna that is designed to receive television broadcast signals;

The Association does ask owners to try and keep such dish or antenna and related cables contained within the structure or otherwise screened from public view to the extent feasible, so long as such placement does not substantially degrade the reception of the signal. Prior approval is not needed from the Association if the dish or antenna cannot be screened from public view in order to get reception but the cables in public view need to be painted the same color as the home. Satellite dishes or an antenna larger than one meter in diameter must be approved by the ARC.

**SCREEN/SECURITY DOOR**

No prior ARC approval is needed to install a screen, all season, storm or security door that matches the trim of the individual home or that is black or white.

**SOLAR COLLECTORS**

Solar Photovoltaic (PV) Systems are used to absorb sunlight for electric, or heat, as a component of a building's or home's overall energy system and a method of conserving energy. Homeowners are encouraged to incorporate energy conservation into home systems but any Solar PV System must be specifically approved by the ARC prior to installation. All Solar PV Systems must be designed and installed by a professional, licensed contractor and meet the following guidelines.

Mounting: A Solar PV System's array can either be "flush mounted" or "tilt mounted." However, in order to integrate the Solar PV System into the design of the home, the Solar PV Systems array must be flush mounted, that is, match the existing plane of the roof (parallel to roof line), unless on a flat roof. If installed on a flat roof, the array may be tilted to allow proper exposure to the sun provided that a letter is provided to the ARC from the solar professional involved explaining the need for a tilt mounted array.

Colors: Any component of the Solar PV System must integrate into the design of the homes. The color of the Solar PV System components should generally conform to the color of the roof shingles to the extent practical (for instance, black frames on dark colored shingles, silver frames on light colored shingles). Solar "shingles" which mimic the look of a composite shingle are acceptable but should match the color of the current roof shingles as much as practical.

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Balance of Systems: Inverters and DC safety disconnects are typically mounted in the basement, garage, or near the electrical meter on the outside of a home. The safety disconnects are usually required by the local utility to be mounted next to the electrical meter. The Owner is required to obtain any Town permits and electrical inspections required in connection with the Solar PV System. Conduit should be installed near a drain pipe or other existing runs from the roof to hide the conduit as much as possible.

Variance. In the event that compliance to these guidelines causes financial burden, then the homeowner seeking approval for a variance due to financial burden shall provide a minimum of two bids depicting the cost of installation of the solar systems in compliance with this policy and one depicting the desired alternative method. Variances may be granted if compliance with these guidelines would significantly increase the purchase price or operating cost of the Solar PV System or significantly decrease its performance or efficiency.

Blockage of Solar Panels. No homeowner can erect an object or construct an improvement that will obstruct access to sunlight for existing solar panels within the Community without the written permission from the owner of the property with the solar panels. This includes a tree at its mature height. A copy of this written permission from the owner of the property with the solar panels must accompany the ARC for approval.

An Architectural Review Submittal for a Solar PV System must include the following information:

- Architectural Review Form
- Material description and picture in color and/or manufacture's literature
- Plan to scale from the licensed contractor who will be installing the system

**WATER FEATURE (Ponds, Fountains, etc.)**

It is important that all water features not negatively affect the physical aesthetics or improvement and not adversely affect grading or drainage. Water features are permitted within the individual yard but need to adhere to the following guidelines and be approved by the ARC:

- Water features must use recycled water
- Height - Cannot be higher than 5 feet including any spouting water
- Width - will be based on the size of the yard - water feature cannot expand beyond 15% of the total lot square footage
- Should drought or water restrictions be enforced by the Town, the Owner will need to follow all such restrictions in regards to the running of their water feature.
- Underground water features will not exceed 2 feet in depth
- All water features need to follow the established landscape guidelines, including all grading and drainage requirements
- Shall not create an unreasonable noise level for adjacent property owners

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An Architectural Review Submittal for water feature must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Photos/Pictures
- Dimension/Size - height, width, depth
- Plan to scale showing location to home, property lines and total lot square footage

**WINDOW**

Replacement of a window or window frame with the existing material and color does not require ARC approval. Replacement of a window with a new window, window frame, color or location requires ARC approval.

An Architectural Review Submittal for windows must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Photos/Pictures of material
- Color (picture, sample, swatch or photo)
- Site Plan or concept sketch with dimensions, elevations of location of windows compare to where the windows are currently, if different.

**WINDMILL/TURBINE**

Per the Colorado State law, windmills are permitted but do require ARC approval.

An Architectural Review Submittal for a windmill must include the following information:

- Architectural Review Form
- Material description and/or manufacture's literature
- Dimensions of the wind mill
- Photos/Pictures of material
- Color (picture, sample, swatch or photo)
- Site Plan or concept sketch with location of windmill

**WINDOW WELL COVER**

For window wells visible to the public (front yards), window well covers are permitted to be installed that lay flat (not bubbled) on top of the window well without ARC approval. For all other window wells (not visible to the public) any window well cover is permitted without ARC approval.

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**LANDSCAPE GUIDELINES INDIVIDUAL YARDS**

Landscaping is the construction or modification of any natural exterior surface element of a property including grading, drainage, plant material, irrigation, paths and certain site features. All initial landscaping, except landscaping provide by the Declarant with the sale of the home, needs ARC approval.

**COMMON AREA**

The common areas maintained by the Association or the Master Association are a unifying element of the Community. Accordingly, no one shall store any personal items, alter, add, place anything in or change the common area.

**INSTALLATION OF INDIVIDUAL LANDSCAPING**

Each owner is responsible for completing individual landscaping within three (3) months of the initial closing, unless the initial closing occurs between September and February, in which case, landscaping must be completed by June 30<sup>th</sup>. Homeowners need to control weeds and drainage in their individual yards.

Initial landscape plans, except landscaping provide by the Declarant with the sale of the home, and the following landscape elements need to be approved by the ARC. Other minor alterations do not require ARC approval unless there is a variance from the guidelines referenced below.

- Major landscape modifications (affecting in excess of 10% of the surface area of the Lot
- Drainage modifications
- Grading Modification
- Water features (see above guidelines)
- Sculptures and Yard Ornaments

*\*Please refer to guidelines above as well for decks, patios, water features, fire places and other features that may be incorporated into your landscape plan.*

An Architectural Review Submittal for landscaping must include the following information:

Architectural Review Form

Site Plans or concept sketches with dimensions and relation to other key features, like the house, sidewalks, alley, etc.

Total square footage of lot

Total square footage of home

Total square footage of turf areas

Total square footage of bed areas

All proposed landscape improvements drawn to scale and clearly labeled

All plantings need to be labeled or referred in a legend

All ground cover - mulch, rock etc. needs to be labeled or referred to in a legend

Description of the ground cover to be used to include color and size

Any hardscape - paths, rock, etc. labeled with color and material

All landscape lighting identified on plan and which way it will point

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**LANDSCAPE GENERAL**

The landscaping should provide owners with attractive, interesting, comfortable, useful and environmentally-responsible outdoor living environments, using plants native to Northern Colorado when possible. Arrangements of plant materials should complement the architecture, accenting entries, enframe windows and providing a setting for the height and mass of structures. Plant massing to create sheltered outdoor rooms associated with patios, porches and sitting areas should be considered. Principles of sustainability and water-wise landscaping should be incorporated in selection of materials, design and maintenance of landscapes.

**GRADING AND DRAINAGE**

No Owner may install improvements or alter grading to adversely affect drainage on any Lot. No Owner may alter, obstruct or obliterate any drainage swales, pans, easements, or channels located or installed on any Lot or Common Areas. Grading and drainage should not be altered from the original plan of the Community. Directing drainage onto an adjacent property is not permitted or drainage causing a pooling area. Any Lot that has a drainage swale, the landscaping and back yard structures on these lots must be designed to maintain the drainage capacity and purpose of the swale.

**SITE VISION CLEARANCE**

No plant material over thirty-six (36) inches in height, except for single trunk trees that are trimmed from the ground to a line at least seven (7) feet above, shall be placed or maintained within 17' of an alley or street front.

**MINIMUM SIZE OF NEW PLANTS, TREES AND SHRUBS**

All new landscaping shall meet the following requirements:

- Deciduous Trees be a minimum of 2½" caliper
- Evergreen/Pine trees be a minimum of 4 feet high
- Trees shall not be planted within a utility easement
- Shrubs be a minimum of 5 gallons
- Perennials and annuals can be any size

**TURF**

Turf grass shall be limited to areas that are most heavily used and which are central organizing spaces. Artificial turf is not permitted in the Community.

**GROUND COVER**

Areas of gravel or rock shall be restricted to the brown, gray, or Colorado sandstone. Color ranges with red, white, or black stone gravel or rock are specifically prohibited. Bark mulch shall be used as ground cover only under planting beds.

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**LANDSCAPE IRRIGATION**

All landscaped areas shall be irrigated with an automatic irrigation system. The landscape should be arranged in zones of progressively less water use. This allows for the maximum efficiency of applied irrigation water, with the drier zone benefiting from potential overspray, runoff and ground moisture from the adjacent higher water use zone.

**WALLS**

Walls that were not part of the original vision and plan of the neighborhood can negatively affect the original grading and drainage and the overall aesthetic within the Community. Accordingly no one shall alter, add or change walls on their Lot without ARC Approval. Walls shall be constructed of brick or stone that are natural colors.

**FLOWER AND VEGETABLE GARDENS**

Flower and vegetable gardens are allowed, except vegetable gardens are not permitted in the front yard.

**LANDSCAPE LIGHTING**

All landscape lighting shall be subdued and should not be a nuisance to adjacent homes.

**PATHWAYS**

Pathways shall be areas that are no wider than 4' in width that are constructed of flag stone or crusher fine paths. Paths will only be permitted in the back or side yard.

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**ARCHITECTURAL REVIEW COMMITTEE PROCEDURES**

The ARC shall consist of at least three (3), but not more than five (5) persons, who shall be appointed and may be removed and replaced at the Board's discretion. ARC members need not be Owners or representatives of Owners. The ARC may, but need not, include landscape, architects, engineers, or similar professionals. The Association may compensate ARC members in such manner and amount, if any, as the Board may determine appropriate. The Board will act as the ARC until an ARC is appointed.

The ARC will serve a term of three years each, except the initial ARC, which will serve the terms of one year, two years and three years.

The ARC will appoint a chairperson.

The initial ARC will attend training with the Board of Directors.

The Board will appoint one Board Member to attend the ARC meetings and be the contact person for the ARC. The ARC will have in attendance at each Board Meeting one representative of the ARC.

The ARC will meet on an as needed basis at a max on a monthly basis with a majority of the ARC present.

The Association's Management Company or another person appointed by the Board will receive the application and review for completeness. If the application is not complete, the Association's Management Company or another person appointed by the Board will forward the application back to the homeowner noting the missing information.

At the time the application is complete the Association's Management Company or another person appointed by the Board will forward the complete application to the ARC for review. The ARC will review the application and either 1) approve the application with a completion date, 2) approve it with stipulations and a completion date, or 3) rejects it with specific reasons for rejection and suggestions that would lead to acceptance. \*All decisions must be in writing and the architectural review form signed by an ARC member.

The ARC may grant variances as long as it is presented and approved by the Board and during the Development and Sales Period the Declarant. The variance needs to be presented with a full explanation of the situation and why they chose to grant a variance in writing.

A majority vote of the ARC members present at the meeting constitutes action by the ARC. In the event of a tie vote, the request shall be treated as having been denied.

The ARC shall have the right to disapprove any application which is not suitable or desired for aesthetic or other reasons.

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The Association's Management Company or a party designated by the Board will maintain a record of submittals with date received a record of actions taken and date response was sent. Immediately after receipt of the decision, the Association's Management Company or a party designated by the Board will forward the response back to the homeowner and a copy of the response and application to the ARC.

If the ARC cannot make a decision within 30 days of receipt of the complete application the homeowner will be informed of the delay.

If approved, the homeowner can complete the approved improvements or changes.

If denied or if the homeowner doesn't accept stipulations, the homeowner may appeal to the Board of Directors by resubmitting the application to the Association's Management Company or a designate party by the Board within 15 days of receipt of the response from the ARC. The decision of the Board of Directors shall be final and binding. See appeals section below. If the Board is the acting ARC then the homeowner can request a hearing with the Board to reconsider the application.

If any member of the ARC or Board lives next to or across the street from a homeowner requesting ARC approval, that person must abstain from voting due to a conflict of interest

The ARC will meet on an annual basis to evaluate and review process, submittal forms, guidelines and other organizational components of the Architectural Review process and submit any recommended changes or amendments to the Board of Directors for review and approval.

**APPEALS**

After the Board's appointment of the ARC, an applicant may appeal any disapproval of its application to the Board, or any terms and conditions the ARC has imposed on its approval. To request an appeal, the applicant must submit to the Board through the Management Company or another party designated by the Board, no later than 15 days after the delivery of the notification of the ARC's approval or disapproval, a copy of the original application, the notification of disapproval or approval, and a letter requesting review of the decision. The appeal request shall also describe the specific actions or terms or conditions of the ARC that are being appealed, and the grounds for such appeal. The Board may (i) affirm the ARC's decision, (ii) affirm a portion and overturn a portion of the ARC's decision, (iii) impose or delete terms and conditions or (iv) overturn the ARC'S entire decision. The Board shall notify the applicant and the ARC in writing of its decision no later than 30 days after its receipt of the request for appeal with all required information. The Board's decision shall include a description of its reasons for its actions. During the appeal process the homeowner shall not commence any work requiring approval hereunder. If the Board is acting as the ARC then the homeowner may appeal by requesting a hearing with the Board.

**DESIGN GUIDELINES**  
**BELMONT RIDGE HOMEOWNERS ASSOCIATION**  
**1<sup>st</sup> Amendment November 2, 2010**

**GENERAL STANDARD**

The ARC shall approve plans and specifications submitted for its approval only if it deems that: (1) the proposed structure or improvement will not be detrimental to the appearance of the Community as a whole; (2) the structure or improvement complies with the Design Guidelines; (3) the appearance of such structure or improvement will be in harmony with the surrounding structures; (4) such structure or improvement will not detract from the beauty and attractiveness of the Community ; and (5) the structure and improvement will be consistent with the Community Wide Standard, as defined in the Declarations.

**CONDITIONAL APPROVAL**

The ARC may condition its approval upon any or all of the following: (1) the Applicant furnishing the Association with a Deposit; (2) such changes in the proposal as the ARC consider appropriate; and (3) completion of the proposed work by a date certain. No approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the ARC and the Board. All decisions must be in writing and a signed Architectural Review Form by an ARC member.

**NO WAIVER**

The people reviewing applications under this chapter will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Guidelines, may vary accordingly. It may not always be possible to identify objectionable features until work is completed. In such cases, the ARC may elect not to require changes to objectionable features. However, the ARC may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

**INSPECTIONS**

The ARC may make periodic inspections of the Homes in order to ensure compliance with these Design Guidelines and any existing ARC approvals.

**VARIANCES**

When unusual circumstances exist that make it difficult to comply with a particular requirement of the Guidelines, the Owner may file a request with the ARC to be excused from complying with such requirement. The ARC may authorize variances from compliance with any of the Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require or justify a variance; however, the ARC is not obligated to grant a variance under any circumstances. No variance shall (a) be effective unless in writing; or (b) prevent the ARC from denying a variance in other circumstances. A variance requires the Board of Directors' written consent and during the Development and Sales Period the Declarant's written consent.

**DESIGN GUIDELINES**  
**BELMONT RIDGE HOMEOWNERS ASSOCIATION**  
**1<sup>st</sup> Amendment November 2, 2010**

**AMENDMENTS**

The Guidelines may be amended in accordance with the Board's Policy on Adoption and Amendment of Policy, Procedure and Rule and Regulation. Amendments to the Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Guidelines as amended. There shall be no limitation on the scope of amendments to the Guidelines and such amendments may eliminate requirements previously imposed or otherwise make the Guidelines less restrictive.

**LIMITATION OF LIABILITY**

These Design Guidelines establish standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community; they do not create any duty to any Person. Review and approval of any application pursuant to these guidelines and the Declarations may be based purely on aesthetic considerations. The ARC is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value, size, or design, or are aesthetically pleasing or otherwise acceptable to other Owners. The Declarant, the Association, its officers, the Board, any committee, and any member of any of the foregoing, shall not be liable for (a) soil conditions, drainage, of other general site work; (b) any defects in plans revised or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not the Declarant has approved or featured such contractor as a builder in the Community; or (d) any injury, damages, or loss, arising out of the manner or quality or other circumstances of approved construction on or modifications to any Home. In all matters, the Association shall defend and indemnify the Board, the ARC, and the members of each, as provided in the Bylaws.

**CERTIFICATION OF COMPLIANCE**

Any Owner may request in writing that the ARC issue a certificate of compliance certifying that there are no known violations of the Design Guidelines or the Association Documents. The Association shall either grant or deny such written request within 30 days after receipt and may charge a reasonable administrative fee. Issuance of such a certificate shall prevent the Association from taking enforcement action against an Owner for any condition known to the Association on the date of such certificate.

The undersigned, the SECRETARY of the Association, hereby signs to confirm that the above 1<sup>st</sup> Amendment to the Design Guidelines was adopted by the Board of Directors on 5<sup>th</sup> day of NOVEMBER, 2010.

Carmen M. Likins  
Signature

CARMEN M. LIKINS

**DESIGN GUIDELINES  
BELMONT RIDGE HOMEOWNERS ASSOCIATION  
1<sup>st</sup> Amendment November 2, 2010**

**Belmont Ridge Homeowners Association  
Architectural Review Request Form**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**The following type of improvement/change is hereby requested**  
(Check one, and circle applicable item or write in):

\*Architectural Review Committee approval only required if deviating from the existing installed material, color, location or type.

- |  |  |
|--|--|
| <input type="checkbox"/> Landscaping   | <input type="checkbox"/> Fence               |
| <input type="checkbox"/> Exterior Materials* Siding, Roof, Windows, Doors, Light Fixtures, Color: Other: |  |
| <input type="checkbox"/> Solar Collectors  | <input type="checkbox"/> Evaporative Coolers |
| <input type="checkbox"/> Awnings or Shade Structures   | <input type="checkbox"/> Water Feature       |
| <input type="checkbox"/> Deck/Patio/Balcony  | <input type="checkbox"/> Patio               |
| <input type="checkbox"/> Screen/Trellis  | <input type="checkbox"/> Arbor/Pergola       |
| <input type="checkbox"/> Addition/deletion/enclosure of square footage including balcony                 |  |
| <input type="checkbox"/> Additional structure -Shed, Play Equipment, Green House, Gazebo                 |  |
| <input type="checkbox"/> Pool  |  |
| <input type="checkbox"/> Other   |  |

Note: If more than one type of improvement is requested, describe all using additional sheet as necessary.

Describe Improvement: (attach a picture, drawing, site plan, brochure, etc. of the proposed improvement):  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed Completion Date:** \_\_\_\_\_

I/We understand that approval of the Architectural Review Committee is required in advance to proceed. I/We also understand that the Architectural Review Committee approval does not constitute approval of the local Town building departments and that a Building Permit may be required. I/We agree to complete all proposed improvements promptly after receiving Architectural Review approval. Completion of Improvement is required by the proposed date shown above. I/We have read these instructions and shall comply accordingly.

Homeowner Signature \_\_\_\_\_ Date \_\_\_\_\_

**BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC.**  
**MISCELLANEOUS POLICIES**  
**Effective: March 1, 2011**

**1. Introduction.**

The Board of Directors (the "Board") of BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. 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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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.

These Miscellaneous Policies are not intended to replace any covenants in the Declaration of the Association but to clarify and to add additional Miscellaneous Policies needed that are not specified in the Declarations. In the case that there is a discrepancy the following documents will subside in this order 1) Recorded Plat, 2) Declaration, 3) Bylaws, 4) Articles of Incorporation, 5) Design Guidelines and 6) Miscellaneous Policies.

**2. Policy Purposes.**

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

In the event that the rule and regulation is also a federal, state or local law, the Board shall have no obligation to take enforcement action in the event of a violation of federal, state or local laws, but instead may allow the appropriate federal, state or local entity to perform enforcement.

The Board will take reasonable steps to avoid adopting a Rule and Regulation that is contrary to federal, state or local law or the Association's Documents.

The following shall apply to all Members and Persons representing a Member, such as guest, tenants and guest of tenants.

## **BELMONT RIDGE HOMEOWNER'S ASSOCIATION**

### **Rules and Regulations**

The following shall apply to all Members and Persons representing a Member, such as guest, tenants and guest of tenants.

**Business.** Per the Declarations, "Business" shall have its generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

The Homes shall be used only for residential, recreational, and related purposes or other purposes permitted by the City, except as the Declarant is authorized for construction, marketing and sale activities of the Developer and Builder and its designees, offices for any Community Manager retained by the Association, or business offices for the Declarant. The only business activity that shall be considered as a residential use and thus permitted under this Section is if conducted by a person or persons residing in the Home and only if the business activity:

- (a) is not apparent or detectable by sight, sound, or smell from outside the Home;
- (b) complies with applicable zoning requirements;
- (c) does not involve regular visitation of the Home by employees who do not reside in the Home, clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and
- (d) does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others.

**Leasing.** Per the Declaration, Leasing a Residence or Lot for residential purposes shall be permitted. However, a Residence or Lot may be leased only in its entirety; separate rooms, floors, or other areas within a Residence may not be separately leased. All leases shall be in writing, shall be for a minimum initial term of not less than ninety (90) days, and shall disclose that the tenants and all occupants of the leased Residence are bound by and obligated to comply with the Association Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease. Within 10 days of a lease being signed, the Owner of the leased Residence shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Association Documents. In addition to, but consistent with this subsection, the Association or the Board may adopt Miscellaneous Policies governing leasing and subleasing.

**Restricted Activities.** General restricted activities include the following:

- (a) Any activity that emits foul or obnoxious odors outside the Home;
- (b) Pursuing hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures;
- (c) Any noxious or offensive activity that tends to cause embarrassment, discomfort, annoyance, or nuisance to the Community;
- (d) Accumulating of rubbish, trash, or garbage outside of the home, except between regular

- garbage pickups;
- (e) Structures, equipment, or other items on the exterior portions of a Home which have become rusty, dilapidated, or otherwise fallen into disrepair.
  - (f) On-site storage of fuel, except that a reasonable amount of fuel may be stored in each home for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment;
  - (g) Any activities that materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community;
  - (h) Any modification of anything, permanently or temporarily, on the outside portions of the Home, whether such portion is improved or unimproved, except in strict compliance with the Association's Documents, to include but limited to the Design Guidelines and Declaration. This shall include, without limitation, signs, basketball hoops, swing sets, and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers, and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind.
  - (i) Use and discharge of firecrackers and other fireworks;
  - (j) Dumping grass clippings, leaves, or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within Belmont Ridge, except, that fertilizers may be applied to landscaping on Homes provided care is taken to minimize runoff;
  - (k) Outside burning of trash, leaves, debris, or other materials;
  - (l) Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Home without the Owner's consent;
  - (m) Subdivision of a Home into two or more Homes, or changing the boundary lines of any Home after a subdivision plat including such Home has been approved and Recorded;
  - (n) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams, or other bodies of water within Belmont Ridge. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to Belmont Ridge;
  - (o) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Homes, except alarm devices used exclusively for security purposes;
  - (p) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;
  - (s) Capturing, trapping, or killing of wildlife within Belmont Ridge, except in circumstances posing an imminent threat to the safety of persons using Belmont Ridge;
  - (t) Operation of motorized vehicles on pathways or trails maintained by the Association;
  - (u) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within Belmont Ridge, except that the Association shall have the right to draw water from such sources.

**Parking.** Designated parking shall mean in garages and/or permitted vehicles on street parking and in driveways. Vehicles must be parked in the garage, with additional vehicle(s) parked in driveway only when the garage is being fully used by the number of cars that the garage is designed to accommodate. Street parking is available during the day and overnight for guests only.

**Prohibited Vehicles** shall mean Commercial Trucks or Equipment, Abandoned Vehicles, Inoperable Vehicles, storage containers, buses, motor homes, recreational vehicles, motor coaches, limousines, snowmobiles, campers, pop-up campers, dirt bikes, boats, trailers, race cars, golf carts, dune buggies, and any other recreational vehicle. Prohibited Vehicles shall not include Emergency Vehicles. Prohibited Vehicles may not be parked in any location within the Association except the inside of a garage, except for loading and unloading purposes only, not to exceed 12 hours, unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board. Provided, however, that (i) construction, service, and delivery vehicles shall be exempt from this provision during normal business hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Home or the Community; (ii) the parking of a vehicle by the occupant of a Home is permitted if any of the following conditions are satisfied: (1) the vehicle is required to be available at designated periods at such occupant's residence as a condition of the occupant's employment, (2) the vehicle has a gross vehicle weight of ten thousand pounds or less and cannot fit in the garage, (3) the occupant is a bona fide member of a voluntary fire department or is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services (4) the vehicle bears an official emblem or other visible designation of the emergency service provider, and (5) parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other home owners or occupants to use streets, driveways or parking spots within the community.

**Emergency Vehicles** shall mean a vehicle that is required to be available at designated periods at an occupant's residence as a condition of occupant's bona fide status as a member of a volunteer fire department or employment by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services.

**Commercial Trucks or Equipment** shall mean any vehicle that has a manufacturer's gross vehicle weight rating (GVWR) of more than 10,000 lbs, has a towing unit with a manufacturer's GVWR of more than 10,000 lbs. when the GCWR exceeds 26,000 lbs, is used to (a) carry 15 or more passengers (excluding the driver), or (b) carry (15) or less people (including the driver) when carrying children to or from school and home regularly for compensation; is a tank designed to haul liquids or liquefied gases in bulk in permanently mounted tanks or portable tanks rated at 1,000 gallons or more, or carries hazardous materials.

**Abandoned Vehicle** shall mean any vehicle that remains stationary for a period of more than seven (7) days, or is unlicensed, or is uninsured.

**Inoperable Vehicle** shall mean any vehicle that cannot move under its own power.

**Nuisance Vehicle** shall mean any vehicle that emits an unreasonable noise or odor, leaks fluid, or creates a similar disturbance, but does not include diesel trucks. Nuisance Vehicles shall not be stored or parked within the Community.

**Repairs/Maintenance.** Major repairs are prohibited in all areas except inside a garage. Major repairs include, but are not limited to the following:

- Repairs requiring more than 30 minutes
- Repairs requiring the use of a jack or stand. (Other than changing a flat tire or rotating tires).
- Draining of fluids
- Brake repair
- Use of heavy tools
- Engine Replacements

Minor repairs including checking and/or adding automotive fluids, changing a flat tire, jumpstarting a vehicle, changing a windshield wiper, and changing a headlight are permissible if done with minimal interference with other residents and in a timely manner. Debris from repairs must be immediately picked up and properly disposed of.

**Trash and Recycling Receptacles/Bins.**

The Board of Directors shall determine the vendor who shall be permitted to pick-up trash in the neighborhood. The current vendor will be reviewed periodically by the Board.

Trash and Recycling receptacles/bins must be stored in garage or behind fence, wall or landscaping, so as not to be visible from a street except within 12 hours of pick-up.

**Window Coverings.** If your Intent is to have windows coverings, acceptable window coverings must be used, which include but are not limited to curtains, drapes, blinds, or shades. Window coverings that are not acceptable include but are not limited to bed sheets, tarps, burlap, foil or any other material not specifically designed to act as a window covering.

**Holiday/Seasonal Decorations.** Holiday/Seasonal decorations may be placed within individual homeowner's property no earlier than thirty (30) days prior to the event and need to be taken down within thirty (30) days following the event. Individual Holiday/Seasonal decorations cannot be placed in common areas of the Community to include parks, open space, tree lawns, and sidewalks, except by the Association. Decorative patio lights are permitted year round.

**Political Flags.** The display of the American flag on an Owner's property, in a window on the Owner's Home, or on a balcony adjoining an Owner's Home is permitted provided that: (a) the flag is displayed in a manner consistent with the Federal Flag Code *PL. 94-344, 90 stat 810, 4 U.S.C Sections 4 to 10*; and (b) the flagpole does not exceed twenty (20) feet in height and the flag is no larger than three feet by five feet in size. The display of a service flag bearing a star denoting the service of the Owner or an occupant of the Home or of a member of the Owner's or occupant's immediate family in the active or reserve military service during a time of war or armed conflict is permitted provided that: (a) the service flag is located on the inside of a window or door of the residence, and (b) the size and manner of display, is no larger than nine inches by sixteen inches" in size. This rule and regulation does not apply to the Declarant and its designees during the Declarant Sale Period.

**Political Signs.** Per the Colorado Common Interest Ownership Act, a political sign means a sign that carries a message intended to influence the outcome of an election including supporting or opposing the election candidate, the recall of a public official, or the passage of a ballot issue. The display of political signs on Owner's property is permitted in a window of such Owner's home or within the boundaries of the Home provided that: (a) no such signs may be placed earlier than forty five (45) days prior to the election day involved and need to be taken down no

later than seven (7) days following the election; (b) meet the local political sign ordinance; and (c) if the locality has no political sign ordinance, then one political sign per political office or ballot issue that is contested in a pending election is permitted at a maximum permitted size of six (6) square feet. No political signs shall be placed on any common areas of the Community to include parks, open space, tree lawns, and sidewalks, except by the Association.

**Signs.** This section refers to all temporary or permanent signs (except for political signs that are referenced above) of all kinds and types regardless of purpose, including but not limited to, for sale, for rent, advertisements, yard/garage sale, monuments, lighted signs, directional signs, banners, and announcements. This rule and regulation does not apply to the Declarant and its designees during the Declarant Sale Period. No signs shall be placed on any common areas of the Community to include parks, open space, tree lawns, and sidewalks, except by the Association.

The Community requires Design Review Approval (see Design Guidelines) for all signs except the following is permitted:

- For Sale or For Rent - maximum size six (6) square feet, max one per home, and duration to be the date of listing to the date of closing.
- Open House - max size six (6) square feet and day prior to and day of only.
- Remodel/Contractor Ad - max size six (6) square feet, max one per home and duration max 30 days.
- Security Company Services - max size two (2) square feet in window of home, max two per home and unlimited duration.
- Announcements (birth, party) - max size six (6) square feet and duration three (3) days.
- All signs need to be free from tears, shredding, warping and rust.

**Portable Fire Pits- Open Flamed.** Not permitted on upper level decks, balconies or patios or in an entry way per the International Fire Code. Commercial portable fire pits or open flamed fireplaces are only permitted under the Fire Code if they are placed ten (10) feet or more away from any combustible material (building), ground level, on pavement or dirt (not placed on grass or any other burnable materials) and clear of any combustible materials above it (roof, trellis, etc.).

**Yards, Deck, Patio and/or Balcony.** All yards, decks, patios and/or balconies must have appropriate outdoor furniture. Unacceptable furniture includes but is not limited to couches, sofas or any other material not specifically designed to act as outdoor furniture. All yards, decks, patios and/or balconies need to be kept in a neat, orderly appearance and cannot be used for storage.

**Maintenance.** All homes and landscaping, including irrigation must be maintained to the Community Standard established by the Association.

The following performance standards shall be followed by Owners with respect to maintenance of their residential landscaping:

- Overspray or excess runoff of irrigation water shall be avoided.
- Watering Hours: Outside watering shall be limited to the hours of 6:00 p.m. to 10 a.m., except when necessary to establish new landscaping.
- Weeds: All landscapes shall be maintained to eliminate weeds.
- Turf grass mowing: Should generally be mowed to maintain a uniform appearance.
- Diseased or dead plants: All landscaping shall be kept disease free. All dead landscaping shall be removed immediately and replaced within thirty (30) days, unless during winter then can be replaced in the spring.

### **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 be responsible for paying the cost to the association of the work that was completed. The second offense will be a fine of \$200 plus the cost of the work. The third and subsequent offenses will be a fine of \$300 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.

**Pets.** Owners are allowed a total of three domesticated animals per Residential Home. All dogs must be on a leash and attended by their owner at all times. Pet owners are responsible for the conduct of their pets and shall not allow them to create any inconvenience, annoyance, hazard or unsightly mess on individual lots, Common Areas or adjoining property, including, without limitation, excessive barking. Owners are responsible for immediately picking up after their pets.

**Snow Removal.** Homeowners are responsible for the removal of snow on the sidewalks and driveways adjacent to their property within twenty four (24) hours of when the snow stops falling.

**Garage/Yard Sales.** No garage sale, yard sale, or similar activity shall be conducted on any portion of the community unless it is a community sponsored event approved by the Executive Board.

**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.

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

**Per the Belmont Ridge Homeowners Association's Adoption and Amendment of Policies, Procedures and Rules, the Association can amend this policy with a majority vote of the total number of Board of Directors, not just Board Members present, by resolution or with a 2/3 majority Vote of Members. However, as long as the Declarant owns any Lots held for sale, any such action shall also require the Declarant's approval. A change to the Miscellaneous Policies per the Declarations shall take effect thirty (30) days after the date on which written notice of the change is given to the Owners, unless a different effective date is set forth in the notice.**

**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 (BELMONT RIDGE HOMEOWNER'S Association, Inc.). 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 BELMONT RIDGE HOMEOWNER'S ASSOCIATION, INC. (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 \_\_\_\_\_, 2011.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2011.

BELMONT RIDGE HOMEOWNER'S  
ASSOCIATION, INC.

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