

TABLE OF CONTENTS
FOR
HOUSE RULES OF
GLEN MEADOWS ASSOCIATION

	<u>Page No.</u>
INTRODUCTION	1
TERMINOLOGY	1
GENERAL INFORMATION	1
COMMON AREAS	2
RENTAL OF LIVING UNIT	3
PARKING	3
REFUSE	3
PETS	4
TENNIS COURT	4
POOL	5
SPECIAL ARRANGEMENTS	5

GLEN MEADOWS ASSOCIATION

HOUSE RULES

To prevent annoyance and nuisance and to promote harmonious living and the maximum enjoyment of Glen Meadows, all residents and their guests shall be bound by the following rules and by standards of reasonable conduct whether covered by these rules or not.

These House Rules have been duly approved and recorded by the Glen Meadows Executive Board on this 10th day of Aug., 1996, and hereafter become the governing House Rules. These House Rules are not intended to conflict with the By-Laws of the Association of Owners and in the event of a conflict, the By-Laws shall prevail. These House Rules may be modified by majority vote of the Executive Board.

Authority for the administration and enforcement of these House Rules rests in the Executive Board or its appointed agent.

TERMINOLOGY

<u>Residents:</u>	All persons living at Glen Meadows.
<u>Agents:</u>	Any real estate broker, individual or company who is empowered to act on behalf of any owner.
<u>Guests:</u>	Persons located on the premises for a period of time at the invitation of a resident.
<u>Managing Agent:</u>	The Executive Board's agent who has the management responsibility as outlined in the Declaration and By-Laws.
<u>Owner:</u>	Any person who is recognized by the Weld County Assessor's office as having an ownership interest in any lot or living unit in Glen Meadows.

GENERAL

- A-1 Each owner and resident shall read these House Rules and is responsible for family's, guests', and rental agent's compliance with them.
- A-2 Violation of House Rules should be reported immediately to the Executive Board or Managing Agent.
- A-3 No resident shall permit any noise made by himself or herself, family, or visitors which deprives others of their right to quiet enjoyment of their Glen Meadows home.
- A-4 The complex shall be operated only as residential units.
- A-5 No commercial or business activities shall be carried on within any unit except as outlined under Article VI, Section 3 of the Declaration.

- A-6 No soliciting shall be permitted on the premises.
- A-7 No radio or TV antenna may be erected or maintained outside the physical confines of any unit.
- A-8 No outside clotheslines shall be erected, no clothing or laundry shall be hung in windows or doorways in such a manner as to be viewed from outside the buildings.
- A-9 No awnings, air-conditioning units, or other projections shall be attached to outside walls of the buildings without the prior written approval from the Executive Board.
- A-10 Articles of furniture such as refrigerators, tall shelvings, beds, screens, and other unsightly articles are not permitted to be stored outside the physical confines of any unit.
- A-11 Owners and/or Agents shall notify a representative of Glen Meadows Executive Board when units are to be unoccupied for any extended length (3 weeks or more) of time. This is for protection of the property and notification shall include, in writing, a contact person for emergency purposes.

COMMON AREAS

- B-1 The sidewalks and driveways shall not be obstructed or used for purposes other than ingress or egress or parking.
- B-2 Electrical and plumbing apparatus, such as toilets and garbage disposals shall be used only for the purpose for which they were designed. No sweepings, rubbish, or unusual articles shall be put into the plumbing. Any damage to the buildings or other units shall be the responsibility of the persons who caused that damage.
- B-3 Any damage to the common areas or areas of the Association caused by any owner, guest, or resident, shall allow the Association to recover costs of repair from the person responsible.
- B-4 No items of personal property, including baby carriages, shopping carts, or hoses, shall be left or allowed to stand in any part of the unit entrance or parking areas. No garbage cans, household supplies, or similar articles will be kept or stored outside the confines of the unit.
- B-5 No fences shall be erected nor any changes made to existing fences without Executive Board approval.
- B-6 No changes shall be made to landscaping without Executive Board approval.
- B-7 No changes may be made to any unit exterior without Executive Board approval.

RENTAL OF LIVING UNIT

- C-1 Owners or agents of owners who rent, loan, or otherwise permit occupancy of their living units by others, are individually required to furnish a copy of the House Rules of the Association to those residents at time residents take initial possession of the property.
- C-2 The Association shall continue to hold the owner responsible for all actions or omissions of a rental agent and for the failure of any resident to comply with the House Rules of the Association.

PARKING

- D-1 It is the full responsibility of each resident to keep adjacent driveways and parking spaces free from excess amounts of oil, grease, and other substances.
- D-2 Painting or repair of vehicles shall not be permitted on common area property. No racing of engines or tire-squealing accelerations are permitted.
- D-3 No property such as boats, recreational vehicles, trailers, lumber, crates, bicycles, furniture or other items can be stored or placed on any driveway, parking space, or street. Exception for loading or unloading is restricted to six (6) hours.
- D-4 Residents must not allow their cars to block the entrance or exit driveways.
- D-5 No commercial or business vehicles except those business vehicles used for transportation purposes only may be placed on any driveway, parking space, or street.
- D-6 All vehicles must be in operating order and legally licensed and insured or be removed by the owner of the vehicle within 48 hours of written notice being provided by the Association.
- D-7 Parking for GUESTS only is permitted on the street, with the exceptions of cul de sacs, not to exceed six (6) hours.

REFUSE

- E-1 Garbage must be wrapped or bagged in plastic and tied before depositing into trash cans.
- E-2 No flammable materials such as paint, thinner, solvent, or other combustible and dangerous materials shall be put into the trash.
- E-3 Trash will be placed curbside in closed containers only on the day of actual trash pick-up.

PETS

- F-1 No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of Glen Meadows except that dogs, cats, and other usual household pets, in number as established from time to time by the Executive Board, may be kept by the unit owners and occupants in their respective unit. Dogs and cats must be on leash at all times when outside of house.
- F-2 Definition of pets includes dogs and cats, not to exceed two (2) animals. These regulations do not restrict the right of any resident to maintain fish or small caged birds (in reasonable number) except that they may not be used for any commercial purpose. The keeping of rabbits, monkeys, parrots, rodents, poultry, pigs, snakes, or other exotic animals is not allowed.
- F-3 Pet owners are responsible for immediately picking up feces of their pets in all areas. Any damage to the common areas or areas of Association responsibility will be the full responsibility of persons causing damage. Any damages caused by cleaning chemicals or such materials used in any attempt to remedy said damage is also the full responsibility of each pet owner, who shall reimburse the full cost of removal and/or replacement of items damaged by pet.
- F-4 Financial and all other responsibility for any personal injury caused by a pet, and/or any personal property damage to any owner, occupant, guest, employee of the owner of a residence, or to any member of the public shall be that of the pet owner.
- F-5 Pet owners in violation of the above rules will be subject to the following: Owners of pets off leash involved in contact with a person or other pet in which injury occurs will receive a notice from the Executive Board or its representative for immediate removal of pet(s) from the premises.

TENNIS COURT

- G-1 Hours: 7:00 a.m. until dark.
- G-2 Residents and guests only. Guests must be accompanied by a member at all times.
- G-3 Tennis and white soled shoes only.
- G-4 Pick up your trash and belongings. Association not responsible for lost articles.
- G-5 No pets, glass items, food, or gum in court areas.

POOL

- H-1 Hours: 8:00 a.m. until 10:00 p.m.
- H-2 Residents and guests only. All guests must be accompanied at all times by a resident 16 years of age or older.
- H-3 Pick up your trash and belongings. Association not responsible for lost articles.
- H-4 No pets, glass items, food, or gum on deck or in the pool.
- H-5 No running or rough stuff.
- H-6 Children under 12 years old must be supervised by someone 18 years of age or older.
- H-7 No floating devices may be used when there are more than five (5) persons in the pool.
- H-8 Chemicals are added occasionally; swimmers should shower after use of pool.

SPECIAL ARRANGEMENTS

The pool and tennis court can be reserved for private parties under the following conditions:

1. Member must have Board approval at least one week (7 days) before function.
2. Person responsible for function is responsible for posting information by pool gate at least three (3) days prior to function. This is to inform other members and to give adequate notice.
3. No holiday weekends will be allowed for private parties.
4. All parties must end by 10:00 p.m.
5. Each request will be considered independently.
6. Members are responsible for guests' behavior and any damage occurring from function and/or guest.
7. A deposit of \$50.00 shall be required for groups of more than 10 people.
8. The member reserving and using the pool or tennis court for a private party shall clean the premises after use and failing same shall be assessed the cost thereof.

**S.B. 100 POLICIES, PROCEDURES, RULES AND REGULATIONS
FOR
GLEN MEADOWS HOMEOWNERS ASSOCIATION, INC.
(a Common Interest Community)**

Interpretation

1. Use of the term “Act”.

With respect to the Association’s S.B. 100 Policies, Procedures, Rules and Regulations, all references to the “Act” are to the Colorado Common Interest Ownership Act, C.R.S. Sections 38-33.3-101 to 319, as it may be amended from time to time.

2. Use of the term “Association Documents”.

All references to “Association Documents” are to the existing Declaration and rules and regulations.

3. Use of the term “Owner”.

The use of the word “Owner” shall also apply to and include any person who is permitted to be on the Project by an Owner including, but not limited to, an Owner’s family, guests, invitees, tenants, visitors or independent contractors.

Policy Concerning Collection of Unpaid Assessments

1. Policy.

The collection of unpaid Assessments is an important part of governing the Association and such collection should be done to the extent practical in a uniform manner in accordance with the Colorado Common Interest Ownership Act, C.R.S. Sections 38-33.3-101 to 319 (the “Act”), and the existing Declaration and rules and regulations (the “Association Documents”) as such terms are defined under C.R.S. Section 38-33.3-103. It is the intent of this Policy to provide a framework for the collection of past due Assessments in a timely and efficient manner.

2. Collection.

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

a. *Step 1: Late Notice.*

The Association shall send a late notice to any delinquent Owner before taking legal action. The late notice shall be mailed by regular United States mail. A late fee of \$25.00 will be assessed against the Owner if Assessments become past due.

b. *Step 2: Notice of Lien and Legal Action.*

In the event payment is not received from any delinquent Owner within thirty days after the date of the late notice referenced above, the Association shall take one or more of the following actions:

i. **Lien.** File an Assessment lien against the delinquent Owner’s property (and assess a lien fee of up to \$38.00);

ii. **Legal Action.** Refer the matter to an attorney to take action, including the commencement and maintenance of 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’s documents or the Act;

iii. **Post-Judgment Action.** Pursue collection of judgments obtained against Owners; and

iv. **Other Action.** Take all other lawful action as may be deemed necessary or appropriate to collect delinquent Assessments in accordance with the Association Documents and Colorado law.

The Association may make adjustments to this policy based upon the specific facts of each case. For example, the existence of bankruptcy proceedings, foreclosure proceedings, or other special circumstances may impact the options available to the Association. Accordingly, 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 the Act.

3. Association's Attorney Fees and Costs.

Any delinquent Owner shall be responsible for all 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 the Act.

Policy Concerning Conflicts of Interest Involving Board Members

1. Conflict of Interest Policy.

The purposes of this Policy are: (1) to set forth procedures and rules to identify and handle conflict of interest situations involving Board members, (2) to provide a framework for appropriate education of existing and new Board members as to (i) their responsibilities in terms of timely disclosing conflict of interest situations and (ii) the limits the Act places upon the participation of a Board member with a conflict of interest, and (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.

2. Identification and Disclosure of Conflict of Interest Situations.

a. *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 the Act where a contract, decision or other action being considered by the Board would financially benefit:

- i. Any Board member; or,
- ii. 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. 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: (1) 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 (2) 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 (3) 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.

a. *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.

b. *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.

a. *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, subject to the following provisions.

b. *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:

i. The Board member with a conflict of interest shall fully identify and disclose the conflict as provided above; and

ii. 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

iii. 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

iv. 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.

a. *Existing Board Members.*

Upon adoption of this Policy, the Association Secretary shall provide all existing Board members with a copy of this Policy.

b. *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.

c. *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.

7. Annual Refresher.

Each year, the Board of Directors shall discuss this Policy and its requirements and if appropriate, engage in refresher training at the expense of the Association.

Policy Concerning Conduct of Meetings

1. Meetings of the Members.

Meetings of the Association's Members shall be, to the extent practical, conducted in accordance with the requirements of the Association Documents, the Act and the Colorado Revised Nonprofit Corporation Act, C.R.S. Sections 7-121-101 to 7-137-301 (the "Nonprofit Act"), as amended from time to time, to the extent applicable.

a. *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.

b. *Order of Business.*

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

- Establish quorum.
- Call meeting to order.
- Approval of minutes of prior meeting.
- Reports of committees/officers.
- Old business.
- New business (Budget Ratification, Election of directors, etc.)
- Adjournment.

c. *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.

2. Board Meetings.

a. *Governing Documents and Laws.*

Meetings of the Association's Board shall be, to the extent practical, conducted in accordance with the requirements of the Association Documents (especially the Bylaws), the Act

and the Nonprofit Act, to the extent applicable.

b. *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.

c. *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.

d. *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.

e. *Executive Sessions.*

Executive or closed-door sessions of the Board shall be conducted in accordance with the Act.

Policy Concerning Enforcement of Covenants and Rules

1. Complaint Form.

Any complaint which alleges a violation of the Association Documents and/or the Policies shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A. At a minimum, the complaint should set forth: (1) the name, unit number and phone number of the complaining witness (who need not be an Owner), (2) the name and unit number of the violator, (3) the specific details or description of the violation, including the date, time and location where the violation occurred, (4) a statement by the complaining witness concerning whether he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary, and (5) the signature of the complaining witness and the date on which the complaint is made.

2. Owner Notification.

The Owner shall be notified of the complaint and alleged violations by the Association or its duly authorized agent. If the complaint is based on conduct of the Owner's tenant, the tenant may also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B ("Notice of Violation").

3. Owner Response.

Any Owner charged with a violation of the Rules is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:

a. *Request for Hearing Form.*

Within seven (7) days after the Notice of Violation has been delivered on the Owner, the Owner must complete the Request for a Hearing form (see Exhibit B-2), which is attached to the Notice of Violation, and return it to the Association or its manager.

b. *Date of Hearing.*

If a request for a hearing is timely filed, a hearing on the complaint shall be held before the Board. The hearing shall be conducted no later than forty-five (45) days after receipt of the Request for a Hearing, as determined by the Board. An Owner may request an expedited hearing.

c. *Conduct of Hearing.*

At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. The general procedure for the hearing is as follows:

i. The presiding Board member shall (1) establish a quorum, (2) explain

these policy and procedures, (3) describe the nature of the alleged violation, and (4) allow the complaining witness or witnesses to put forth evidence concerning the alleged violation, or review information presented to the Board regarding the alleged violation.

ii. The Owner may then provide rebuttal to the alleged violation using witnesses or any other information deemed relevant and necessary.

iii. Following a hearing, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Owner and Association.

d. *Notification of Decision.*

Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit C.

4. Default.

If no Request for a Hearing is filed within seven (7) days, a hearing will be considered waived, the allegations in the Notice of Violation may be deemed admitted by default, and the Board will impose appropriate sanctions (if any). The Owner shall be notified by the Association of any such determination in the same manner as if a hearing had been conducted.

5. Remedies.

If an Owner is found to have violated personally or is otherwise liable for a violation of the Association Documents and/or Rules, the following shall occur:

a. *Notification and Legal Action.*

If found to be guilty of a violation of a given provision of the Declaration and/or Rules, the Owner shall be notified of the finding by the Association or its duly authorized agents of such determination. The first violation, at the discretion of the Board, may be considered a warning that if any further violations occur a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine or refer the matter to the managing agent (and/or legal counsel) to take further action, including without limitation the commencement of a court action for legal and equitable relief.

b. *Amount of Fine.*

Where a fine is imposed, unless expressly provided in another Section of these Rules, it shall be in the amount of \$0.00 for a single incident of violation of a Rule, \$50.00 for a second single incident of violation of the same Rule, and \$100.00 for a third or subsequent single incident of violation of the same Rule, and not to exceed \$150.00. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.

c. *Additional Costs.*

If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to pay for any damage or any unauthorized condition on the property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Association, or to pay any legal expenses and costs incurred by the Association as a result of the violation. Any damage to the Common Elements, which has been repaired by the Owner, must be inspected by the Board's representative to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Owner as part of his share of the Common Expenses.

6. Compliance.

Any Owner assessed herein shall immediately cure any noncompliance and pay any charges imposed within thirty (30) days of notification. Failure to cure or make the payment on time shall subject the Owner to all of the legal or equitable remedies available and/or necessary for the collection thereof. All charges imposed herein shall be added to the Owner's account and shall be collected in the same manner as any regular or special assessment against the Unit or as allowed by the Act.

7. Notification.

Time is of the essence of this policy. Notices are deemed delivered either: (1) at the time of delivery if by personal delivery, or (b) on the second business day after deposit in the United States Mail, whichever occurs first.

8. Remedies Cumulative.

The remedies provided for herein are not exhaustive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or Association Bylaws to prevent or eliminate violations thereof these Policies.

Exhibit A
to
Policy Concerning Enforcement of Covenants and Rules

VIOLATION COMPLAINT – WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Reporting Witness Name

Date

Unit #

Area Code – Phone Number

ADDITIONAL WITNESS:

Name & Address

Area Code – Phone Number

INFORMATION CONCERNING THE VIOLATOR

Violator's Name

Area Code – Phone Number

Unit #

Unit Owner's Name, Address & Phone No, if different than the Violator.

INFORMATION CONCERNING THE VIOLATION

Violation Date

Time

Location

Section(s) of Declaration, Bylaws or Rules that was violated

Reporting Witness's Observations:

Were any photographs or sound recordings made? Yes _____ No. _____ Please attach.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDE AND NOT UPON WHAT HAS BEEN TOLD TO ME. IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL _____ WILL NOT _____ APPEAR TO TESTIFY AS A WITNESS.

Signature

Exhibit B
to
Policy Concerning Enforcement of Covenants and Rules

NOTICE OF VIOLATION FORM

TO: _____ Date: _____
(Unit Owner/Tenant)

NOTICE OF VIOLATION

Re: Violation of Declaration, Bylaws or Rules and Regulations

You are hereby notified, as the Owner/Tenant of the Unit # _____ at (Address, City) _____, Colorado that you violated the Association's Declaration, Bylaws or Rules and Regulations. The actions complained of occurred on or about _____, 200_ and are described as follows:

UNDER THE ASSOCIATION'S RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN 7 DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR MONTHLY ASSESSMENT.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, THE ASSOCIATION MAY CORRECT THE VIOLATION AT YOUR EXPENSE.

Please consult the Association's rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form with 7 days to the Association at the address below.

Very truly yours,
Glen Meadows Homeowners Association, Inc.

By: _____
Title: _____

Address

City, State, Zip

Area Code and Phone #

Exhibit B-2
to
Policy Concerning Enforcement of Covenants and Rules

REQUEST FOR A HEARING FORM

I hereby request a hearing on the statements made against me as contained in the Notice of Violation dated _____, 200_, alleging a violation of the Declaration, Bylaws or Rules of The Glen Meadows Homeowners Association, Inc.

Owner/Resident's Name (printed)

Address

City, State, Zip

Area Code and Phone #

Signature

Date

Exhibit C
to
Policy Concerning Enforcement of Covenants and Rules
NOTICE OF DETERMINATION REGARDING VIOLATION

TO: _____ Date: _____
(Unit Owner/Tenant)

On _____, 200_, you were notified of a violation of the Declaration, Bylaws, or Rules of the Association. Pursuant to the Association rules:

- ☐ A hearing was held at your request regarding the alleged violation.
- ☐ You have admitted to the violation by default and waived your right to request a hearing. After considering the complaint and evidence, the following determination has been made and the following action(s) will be taken:
- ☐ You were found not guilty and no action will be taken.
- ☐ A 1st, 2nd, 3rd or subsequent violation (circle one) of the Association Declaration, Bylaws or Rules has occurred and a fine in the amount of \$_____ is now due.
- ☐ A violation of the Association's Declaration, Bylaws or Rules of a continuing nature has occurred and a fine in the amount of \$_____ per day from _____, 200_ is now due. A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
- ☐ Damages & expenses in the amount of \$_____ have accrued and are due.
- ☐ Legal expenses in the amount of \$_____ have been incurred by the Association and are due.
- ☐ Damages have occurred or an architectural violation exists, as charged in the complaint. The Association will proceed to have the damages or violation corrected or repaired at your expense.
- ☐ As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the fees and expenses incurred will be assessed to you.

Glen Meadows Homeowners Association, Inc.

By: _____
Title: _____
Address: _____

Policy Concerning Inspection and Copying of Association Records

1. Purpose.

This Policy is intended to set forth procedures and rules to promote the consistent and predictable handling of requests by Owners for the inspection and copying of Association records, and to 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.

2. Compliance with the Act.

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

3. 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 forty-five (45) business days from a proper request for review and copying as provided below.

4. Protection of Original Documents.

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

5. Document Inspection / Copying Request form.

Any Owner seeking to inspect or copy Association records shall submit a written 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. Such written request must include adequate information to allow review of the request as provided below. The date on which a compliant written request is actually received by the responsible Association representative shall be deemed the "Date of Request."

a. *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:

i. Purpose of the Request. The reason stated by the requesting 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 Owner shall not be considered a "proper purpose."

ii. 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.

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

6. Production of Records for Inspection/Copying.

a. *Production of Records.*

The Association shall make reasonable efforts to make the requested records available for inspection or copying within twenty (20) 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 the Act, and in addition, it shall advise the requesting 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.

b. *Where Copies are requested.*

Where an 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 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 Owner is expected to be invoiced for reimbursement of the Association for its cost in having copies prepared. Prior to any copies being ordered, the Association may at its election require the requesting 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. The Association shall make reasonable efforts to make the copies available within thirty (30) business days of the Date of Request.

7. Inspection of Records.

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. The Association shall make reasonable efforts to commence such inspections within twenty (20) 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, an Owner may inspect the same for up to five (5) hours per business day. During records inspections, an Owner may designate certain portions of the records for copying; in which case the policies related to copying specified above shall apply from the time such records are designated.

Policy Concerning Investment of Reserve Funds

1. Policy.

The purposes of this Policy are to: (1) manage the Association's reserve funds in a prudent manner to promote the preservation of those funds for their intended uses, (2) structure the maturities of investments to ensure the Association will have liquid assets available for its anticipated needs, and (3) realize appropriate returns on the Association's investments.

2. Separate Accounting.

All liquid and non-liquid reserve fund investments shall be maintained and accounted for separate from the Association's operating account or accounts.

3. Types of Investments.

The Board shall invest the Association's reserve funds in one or more of the following types of investments: (1) FDIC-insured interest bearing liquid bank accounts (money market deposit accounts) with no more than \$100,000 in any one financial institution, (2) FDIC-insured certificates of deposit with no more than \$100,000 in any one financial institution, (3) Money market funds that invest only in United States Treasuries and Treasury-backed securities, (4) Treasury bills, notes or bonds purchased with the intent to hold to maturity, or (5) any other type of investment that is (i) FDIC-insured or guaranteed by the United States government (but only to the extent of such insurance or guarantee), or (ii) an obligation of the United States government.

4. 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. Laddering of Non-Liquid Investments.

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

6. Investment Advisor.

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

7. Control of Investments.

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

Policy Concerning the Adoption and Amendment of Policies

1. Amendment of Rules, Regulations, Policies and Procedures.

The power to adopt and amend the Association's Policies, Procedures, Rules and Regulations (collectively, the "Policies") rests with the Board, provided, however, that except as provided below Owners will receive notice and the opportunity to comment on the Policies before they are amended.

2. Power to Adopt or Amend.

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

3. Notice to Owners.

Except as otherwise required by the Association Documents, prior to the amendment of Policies, the Board shall provide notice of the proposed adoption or amendment to all Owners. Notice shall be mailed or delivered to each Owner at least 10 days prior to the meeting at which the Board intends to adopt or amend the Policy; provided, however, that the Association desires to utilize the Uniform Electronic Transactions Act, C.R.S. Sections 24-71.3-101 to 121 to the extent possible, and therefore notice shall also be delivered in an electronic record capable of retention by the recipient at the time of receipt to each Owner who provides the Association with an email address for this purpose. Owners may provide 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 thereafter be delivered to all Owners.

4. Amendments to Conform with the Law.

Notwithstanding any other provision of these Policies, in the event the Board should in good faith believe that any of the provisions of these Policies violate any applicable law or the requirements of the secondary mortgage market, or of VA or FHA, then the Board shall so advise the Owners and propose and enact corrective amendments to this Section.

Policy Concerning American and Service Flags, Flagpoles, and Political Signs

Notwithstanding any provision in the Association Documents, the Association Documents shall not be interpreted to prohibit any of the following:

1. American Flags. The display of the American flag by an Owner on such Owner's property, in the window of the Owner's residence, or on a balcony adjoining the Owner's property if the American flag is displayed in a manner consistent with the federal flag code, P.L. 94-344; 90 Stat. 810; 4 U.S.C. 4 to 10. The Association may adopt further reasonable rules regarding the placement and manner of display of the American flag, which may regulate the location and size of flags and flagpoles, provided that such further rules do not prohibit the installation of a flag or flagpole.

2. Service Flags. The display by an Owner of a service flag bearing a star denoting the service of the Owner or a member of the Owner's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the Owner's residence. The Association may adopt further reasonable rules regarding the size and manner of display of such service flags; except that the maximum dimensions allowed shall be not less than nine inches by sixteen inches.

3. Political Signs. The display of a political sign by an Owner on that Owner's property or in a window of the Owner's residence; except that the display of political signs earlier than forty-five days before the day of an election and later than seven days after an election day may be prohibited. Further, the size and number of political signs that may be placed on an Owner's property shall not exceed any applicable city, town, or county ordinance that regulates the size and number of political signs on residential property. If the city, town, or county in which the Project is located does not regulate the size and number of political signs on residential property, then only one political sign per political office or ballot issue that is contested in a pending election, with the maximum dimensions of thirty-six inches by forty-eight inches, shall be permitted on an Owner's property unless the Association Documents allow for more. As used in this paragraph, "political sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

Policy Concerning the Parking of Certain Emergency Vehicles

Notwithstanding any provision in the Association Documents, the Association Documents shall not be interpreted to prohibit the parking of a motor vehicle by an Owner on a street, driveway, or guest parking area in the Project if the vehicle is required to be available at designated periods at the Owner's residence as a condition of the Owner's employment and all of the following criteria are met:

1. The vehicle has a gross vehicle weight rating of ten thousand pounds or less;
2. The Owner is a bona fide member of a volunteer fire department or is employed by an emergency service provider, as defined in section 29-11-101(1.6), C.R.S.;
3. The vehicle bears an official emblem or other visible designation of the emergency service provider; and
4. Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other persons to use streets and driveways within the Project.

Policy Concerning the Certain Fire Hazards

Notwithstanding any provision in the Association Documents, the Association Documents shall not be interpreted to prohibit:

1. Defensible Space. The removal by an owner of trees, shrubs, or other vegetation to create defensible space around a dwelling for fire mitigation purposes, so long as such removal complies with a written defensible space plan created for the property by the Colorado state forest service, an individual or company certified by a local governmental entity to create such a plan, or the fire chief, fire marshal, or fire protection district within whose jurisdiction the unit is located, and is no more extensive than necessary to comply with such plan. The plan shall be registered with the Association before the commencement of work. The Association may require changes to the plan if the association obtains the consent of the person, official, or agency that originally created the plan. The work shall comply with applicable association standards regarding slash removal, stump height, revegetation, and contractor regulations.

2. Roofing Materials. The replacement by an Owner of cedar shakes or other flammable roofing materials with nonflammable roofing materials for fire prevention or fire suppression purposes. The Association Documents may specify reasonable standards for the color, appearance, and general type of nonflammable roofing materials that are used to replace flammable roofing materials, but may not require the use of nonflammable materials that exceed the replacement cost of the flammable materials for which they are being substituted.

Policy Concerning Alternative Dispute Resolution

1. Mediation Available.

If an Owner is found to have violated personally or is otherwise liable for a violation of the Association Documents and/or Policies, except disputes regarding past due assessments or any matter that may require an injunction, restraining order or protection order for the protection of the Project, either the Association or the Owner may thereafter 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 agree on a mediator or otherwise settle the dispute through mediation, the Association or Owner may pursue any other lawful remedy allowed by the Declaration, these Rules and Regulation or Colorado law.

a. *Mediation Fees and Costs.*

Fees and costs associated with the mediation, including payment of fees to the mediator, shall be paid as follows: (1) the requesting party shall pay the mediator in advance for the first two hours of mediation, and (2) 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.

b. *Representation.*

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.

c. *Failure to Appear.*

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.

d. *Continuation of Hearing and Imposition of Fines.*

A request for mediation shall not suspend or stay any hearing or imposition of fines. 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 Declaration and Colorado law.

e. *Continuation of Legal Proceedings.*

If a lawsuit for the collection of Assessments or enforcement of the Declaration, these Rules and Regulations, or under the Act 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.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
GLEN MEADOWS
(A Nonprofit Corporation)**

The undersigned signs and acknowledges, for delivery to the Secretary of State of Colorado, these Amended and Restated Articles of Incorporation under the Colorado Revised Nonprofit Corporation Act.

RECITALS

Glen Meadows, a Colorado nonprofit corporation ("Association"), certifies to the Secretary of State of Colorado that:

By their signature below, the president and secretary of the Board of Directors certify these Amended and Restated Articles of Incorporation received the assent of seventy-five percent (75%) of the entire membership;

The provisions set forth in these Amended and Restated Articles of Incorporation supersede and replace the existing Articles of Incorporation and all amendments;

The Association desires to amend and restate its Articles of Incorporation currently in effect as set forth below and that the Articles of Incorporation of the Association are hereby amended by striking in their entirety Articles I through XI, inclusive, and by substituting the following:

**ARTICLE 1.
NAME**

The name of the corporation is Glen Meadows (the "Association").

**ARTICLE 2.
DURATION**

The duration of the Association shall be perpetual.

**ARTICLE 3.
DEFINITIONS**

The definitions set forth in the Amendment, Revision and Restatement of the Declaration of Covenants, Conditions and Restrictions of Glen Meadows, as may be amended,

("Declaration") shall apply to all capitalized terms contained in these Articles, unless otherwise noted or the context provides otherwise.

ARTICLE 4.

NONPROFIT

The Association shall be a nonprofit corporation, without shares of stock.

ARTICLE 5.

PURPOSES AND POWERS OF ASSOCIATION

The purposes for which the Association is formed are as follows:

(a) To operate and manage the common interest community known as "Glen Meadows" a Planned community, and to operate and manage the Property and Common Area included within the Community, situated in Weld County, State of Colorado, subject to the Declaration, plats, Maps, Bylaws and such Rules and Regulations as the Board of Directors may from time to time adopt, for the purposes of enhancing and preserving the value of the Property;

(b) To maintain Glen Meadows as a community of the highest quality and value, and to enhance and protect the Property's value, desirability and attractiveness;

(c) To perform all acts and services and exercise all powers and duties in accordance with the requirements for an association of owners charged with the administration of the Property under the terms of the Colorado Common Interest Ownership Act, as amended (the "Act") and as applicable to common interest communities created prior to July 1, 1992, and as set forth in the Declaration;

(d) To act for and on behalf of the Members of the Association in all matters deemed necessary and proper for the protection, maintenance, and improvement of the lands and improvements owned by the Members and this Association;

(e) To provide for administration, maintenance, preservation, improvement, and architectural review as contained in the Declaration;

(f) To promote, foster, and advance the health, safety, and welfare of the residents;

(g) To do any and all permitted acts suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and do any and all acts that, in the opinion of the Board, will promote the common benefit and enjoyment of the occupants, residents within the Glen Meadows Community, and to have and to

exercise any and all powers, rights, and privileges which are granted under the Act, the Declaration, Bylaws, and the laws applicable to a nonprofit corporation of the State of Colorado.

The foregoing statements of purpose shall be construed as a statement of both purposes and powers. The purposes and powers stated in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

ARTICLE 6. ELIMINATION OF CERTAIN LIABILITIES OF DIRECTORS

There shall be no liability, either direct or indirect, of any Director acting within the scope of his or her duties as a Director, or any other person serving the Association at the direction of the Board of Directors without compensation, to the Association or to its Members for monetary damages for breaches of fiduciary duties arising out of such services. Notwithstanding the foregoing, this provision shall not eliminate the liability of a Director to the Association or its Members for any breach, act, omission, or transaction for which the Act or the Colorado Revised Nonprofit Corporation Act expressly prohibits elimination of liability.

ARTICLE 7. MEMBERSHIP RIGHTS AND QUALIFICATIONS

There shall be one membership for each Lot owned within the Community. This membership shall be automatically transferred upon the conveyance of that Lot. The authorized number and qualifications of Members of the Association, the voting and other rights and privileges of Members, Members' liability for Assessments, and the method of collection of Assessments shall be contained in the Declaration and Bylaws of the Association.

ARTICLE 8. PRINCIPAL OFFICE AND REGISTERED AGENT

The current principal office of the Association is 1008 8th Street, Greeley CO 80631. The current registered agent of the Association is OneWay Community Management, LLC at the registered address of 1008 8th Street, Greeley, CO 80631. The principal office and the registered agent and office of the Association may change from time to time, by action of the Board of Directors.

ARTICLE 9. BOARD OF DIRECTORS

The business and affairs of the Association shall be conducted, managed and controlled by a Board of Directors. The Board of Directors may consist of any number between three and

seven persons. A specific number is set forth in the Bylaws and may be changed by a duly adopted resolution of the Board of Directors, so long as the number is still within the range established herein.

ARTICLE 10.
AMENDMENT

Amendment of these Articles shall require the affirmative vote of Members holding at least a majority of the votes in the Association, voting in person or by proxy, at a regular or special meeting of the Members at which a quorum is present; *provided, however*, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with the provisions of the Declaration.

ARTICLE 11.
DISSOLUTION

In the event of the dissolution of the Association as a corporation, either voluntarily or involuntarily by the Members, by operation of law, or otherwise, the assets of the Association shall be distributed in accordance with the Colorado Revised Nonprofit Corporation Act.

ARTICLE 12.
INTERPRETATION

The terms and provisions of the Declaration are incorporated by reference when necessary to interpret, construe or clarify the provisions of these Articles. In the event of conflict, the terms and provisions of the Declaration shall control over these Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned has signed these Amended and Restated Articles of Incorporation on this ____ day of _____, 20__.

GLEN MEADOWS,
a Colorado nonprofit corporation,

_____,
President

_____,
Secretary

The name and mailing address of the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused is: Melissa M. Garcia, Esq., 555 Zang St., Suite 100, Lakewood, CO 80228.



AFTER RECORDING RETURN TO:

~~Altitude Community Law P.C.
555 Zang St., Suite 100
Lakewood, CO 80228~~

One Way Community Management
1008 8th St. Greeley, CO 80631

Attn: Cassandra
Weber

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF GLEN MEADOWS**

(a Planned Community)

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS.....	2
Section 1.1	Defined Terms.....	2
ARTICLE 2	NAMES/DESCRIPTION OF PROPERTY/EASEMENTS.....	4
Section 2.1	Name and Type.....	4
Section 2.2	Property.....	4
Section 2.3	Easement for Encroachments.....	4
Section 2.4	Blanket Easement.....	4
Section 2.5	Easement for Common and Party Walls.....	5
Section 2.6	Access.....	5
Section 2.7	Owners' Easements of Enjoyment.....	5
Section 2.8	Delegation of Use.....	6
Section 2.9	Disclaimer of Liability.....	6
ARTICLE 3	THE ASSOCIATION.....	7
Section 3.1	Membership.....	7
Section 3.2	Allocated Interests.....	7
Section 3.3	General Purposes and Powers of the Association.....	7
Section 3.4	Authority of the Association.....	7
Section 3.5	Managing Agent.....	7
Section 3.6	Indemnification.....	8
Section 3.7	Security Disclaimer.....	8
Section 3.8	Education and Training.....	8
ARTICLE 4	MAINTENANCE AND SERVICE RESPONSIBILITIES.....	9
Section 4.1	Association Maintenance and Service Responsibilities.....	9
Section 4.2	Owner's Maintenance Responsibility.....	10
Section 4.3	Owner Responsibilities.....	11
Section 4.4	Bedbugs.....	11
Section 4.5	Insect and Vermin Infestations.....	12
Section 4.6	Inspection, Repair and Replacement of Designated Owner Maintenance Components.....	12
Section 4.7	Failure to Maintain.....	12
ARTICLE 5	PARTY WALLS.....	13
Section 5.1	General Rules of Law to Apply.....	13
Section 5.2	Sharing of Repair and Maintenance.....	13
Section 5.3	Destruction by Fire or Other Casualty.....	13
Section 5.4	Liability for Negligence.....	13
Section 5.5	Right to Contribution Runs with Land.....	14
Section 5.6	Dispute Resolution.....	14
ARTICLE 6	COVENANT FOR COMMON EXPENSE ASSESSMENTS.....	14
Section 6.1	Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments.....	14
Section 6.2	Basis of Assessments.....	15
Section 6.3	Special Assessments.....	15
Section 6.4	Supplemental Assessments.....	15
Section 6.5	Application of Payments.....	16
Section 6.6	Effect of Non-Payment of Assessments.....	16
Section 6.7	Lien Priority.....	17

Section 6.8	Working Capital.....	17
Section 6.9	Borrowing.....	18
ARTICLE 7 USE RESTRICTIONS.....		18
Section 7.1	Flexible Application of the Subsequent Covenants and Restrictions.	18
Section 7.2	Authority.	18
Section 7.3	Use/Occupancy.....	18
Section 7.4	Leasing and Occupancy.	19
Section 7.5	Acquisition of Multiple Units.	22
Section 7.6	Restrictions on Pets.	22
Section 7.7	Antennae.....	22
Section 7.8	Tanks.	23
Section 7.9	Nuisances.	23
Section 7.10	Vehicular Parking, Storage, and Repairs.	23
Section 7.11	Use of Common Area.....	25
Section 7.12	No Annoying Lights, Sounds or Odors.	25
Section 7.13	No Hazardous Activities.	25
Section 7.14	Restrictions on Clotheslines and Storage.....	25
Section 7.15	Restriction on Signs and Advertising Devices.....	25
Section 7.16	Outbuildings.....	26
Section 7.17	Trash Removal Restriction.....	26
Section 7.18	Prohibition of Marijuana Distribution and Growing.....	26
Section 7.19	Smoking Prohibition.	26
Section 7.20	Prohibited Activities.....	27
Section 7.21	Restrictions on Structural Alterations and Exterior Improvements.	27
Section 1.1	Restriction on Mining and Drilling.	27
Section 7.22	Rules and Regulations.....	27
Section 7.23	Compliance with Governing Documents.....	28
Section 7.24	Subdivision and Combination of Lots.....	28
Section 7.25	No Imperiling of Insurance.	28
Section 7.26	Compliance With Other Laws.....	28
Section 7.27	Use of the Words Glen Meadows.	28
ARTICLE 8 ARCHITECTURAL APPROVAL/DESIGN REVIEW.....		28
Section 8.1	Required Approval.	28
Section 8.2	Acknowledgment of Owners.....	29
Section 8.3	Architectural Criteria.....	30
Section 8.4	Establishment of the Committee.....	30
Section 8.5	Architectural Guidelines.....	30
Section 8.6	Reply and Communication.....	30
Section 8.7	Condition of Approval.	31
Section 8.8	Commencement and Completion of Construction.....	31
Section 8.9	Variances.....	31
Section 8.10	Right to Appeal.	31
Section 8.11	Waivers.....	31
Section 8.12	Liability.....	32
ARTICLE 9 INSURANCE.....		32
Section 9.1	Insurance to be Carried by the Association.....	32
Section 9.2	Real Property Insurance on the Living Units and Common Areas.....	32

Section 9.3	Association Flood Insurance.....	33
Section 9.4	Liability Insurance.....	33
Section 9.5	Fidelity Insurance.....	33
Section 9.6	Workers Compensation.....	34
Section 9.7	Director and Officer Liability Insurance.....	34
Section 9.8	Other Insurance.....	34
Section 9.9	Miscellaneous Terms Governing Insurance Carried by the Association.	34
Section 9.10	Insurance Obtained by Owners.....	35
Section 9.11	Insurance Premium.....	35
Section 9.12	Managing Agent Insurance.....	35
Section 9.13	Waiver of Claims Against Association.....	35
Section 9.14	Adjustments by the Association.....	36
Section 9.15	Duty to Repair.....	36
Section 9.16	Condemnation and Casualty Insurance Allocations and Distributions.....	36
Section 9.17	Responsibility for Payment of Deductible Amount.....	36
Section 9.18	Insurance Assessments.....	37
Section 9.19	Association as Attorney-in-Fact.....	37
Section 9.20	Payment of Claims to Delinquent Owners.....	37
ARTICLE 10	MISCELLANEOUS AND GENERAL PROVISIONS.....	37
Section 10.1	Compliance and Enforcement.....	37
Section 10.2	Term of Declaration.....	39
Section 10.3	Covenants to Run.....	39
Section 10.4	Termination.....	39
Section 10.5	Attorney Fees.....	39
Section 10.6	Amendment of Declaration by Owners.....	39
Section 10.7	Interpretation.....	40
Section 10.8	Singular Includes the Plural.....	40
Section 10.9	Captions.....	40
Section 10.10	Non-Waiver.....	40
Section 10.11	Conflict of Provisions.....	40
Section 10.12	Challenge to this Amendment.....	40
Section 10.13	Severability.....	40
Section 10.14	Effective Date.....	41
EXHIBIT A.....		43
PROPERTY DESCRIPTION.....		43
EXHIBIT B.....		44
MAINTENANCE AND INSURANCE OBLIGATIONS.....		44



**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF GLEN MEADOWS**

THIS AMENDED AND RESTATED DECLARATION is made effective upon recording.

RECITALS

A. The Association recorded an Amendment, Revisions and Restatement of the Declaration of Covenants, Conditions and Restrictions of Glen Meadows on February 21, 1996, at Reception no. 2477165 in the real property records of Weld County, Colorado (the "Original Declaration") subjecting the real estate described therein to the terms and conditions set forth in the Original Declaration

B. The Owners and the Association desire to amend and restate all provisions of the Original Declaration, by virtue of this Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Glen Meadows ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration.

C. The Original Declaration provides for and allows for this Declaration in Article X, Section 2, which provides as follows:

This Declaration may be amended during the first twenty (20) year period in accordance with the provisions of C.R.S. §38-33.3-217 as originally enacted or subsequently amended by the Colorado Legislature;

D. The Original Declaration further requires prior written consent of at least sixty-seven percent (67%) of the Members for any amendments to Article XII, Section 2 of the Original Declaration. This Declaration proposes changes to subsection (a) of Article XII, Section 2 of the Original Declaration.

E. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means;

F. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;

F. The purposes of the amendments in this Declaration are to remove unreasonable restrictions on the community, remove developer "boilerplate" language that is no longer applicable to the Community, remove provisions that do not allow the Board to efficiently operate the community or deal with community concerns, remove provisions that do not comply with current state law, add provisions that provide the proper tools for the Association to

effectively solve problems, add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations, and add provisions that reflect beneficial state law provisions.

G. The purpose of the Association as provided in the Declaration is to preserve the value and desirability of the Community and the Lots and to further the interests of the residents of the Community and Members of the Association; and

H. In accordance with the provisions of C.R.S. §38-33.3-217 the Association obtained: (i) the affirmative vote or agreement of Owner of Lots to which more than fifty percent of the votes in the Association are allocated, and (ii) written consent of at least 67% of the Members for any amendments to those provisions set forth Article XII, Section 2 of the Original Declaration. Or alternatively, a Court Order entered by the District Court for Weld County, Colorado pursuant to C.R.S. §38-33.3-217(7), has been entered approving this Declaration.

NOW THEREFORE, the Original Declaration is amended and restated as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Defined Terms.

Each capitalized term in this Declaration shall have the meaning specified or as used in the Act, unless otherwise defined in this Declaration or the context requires otherwise:

(a) "Act" shall mean the Colorado Common Interest Ownership Act, *C.R.S. §38-33.3-101 et. seq.*, as it may be amended.

(b) "Architectural Review Committee" or "Committee" shall mean the committee appointed by the Board of Directors pursuant to this Declaration for the purpose of administering the architectural approval and design review provisions contained in this Declaration.

(c) "Assessment" shall include all Common Expense Assessments, insurance Assessments, utility Assessments, and any other expense levied to a Lot pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

(d) "Association" shall mean and refer to the Glen Meadows, a Colorado nonprofit corporation, and its successors and assigns.

(e) "Board" or "Board of Directors" shall mean the body designated in the Governing Documents to act on behalf of the Association.

(f) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, together with all improvements located thereon and all common property owned by the Association, but excluding the Lots, and shall include any Common Area located upon any real property which is annexed to the Property.



(g) “Common Expenses” shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

(h) “Community” or “Glen Meadows Community” shall mean the planned community created by the Original Declaration, as amended and restated by this Declaration, consisting of the Property, Common Area, and any improvements constructed on the Property and the Common Area.

(i) “Governing Documents” shall mean this Declaration, the Map, the Articles of Incorporation, the Bylaws, and any Rules and Regulations of the Association, as they may be amended from time to time.

(j) “Living Unit” shall mean the residential dwelling improvement constructed on a Lot, whether attached by one or more party walls to another Living Unit, or detached, which is designed and intended for use and occupancy as a residence by a single family. “Living Unit” shall also have the same meaning as “Unit” as defined in C.R.S. §38-33.3-103(3).

(k) “Lot” shall mean and refer to any of the Lots shown upon any recorded subdivision map or plat of the Property, together with all appurtenances thereto and improvements now or hereafter located thereon, with the exception of the Common Area.

(l) “Map” or “Plat” shall mean and refer to the map(s) and/or plat(s) of the Property and improvements that are subject to this Declaration and which are designated in the Map or Plat recorded in the records of the Office of the Clerk and Recorder of Weld County. More than one Map or supplement thereto may be recorded, and, if so, then the term “Map” shall collectively mean and refer to all of such maps, plats and supplements thereto.

(m) “Member” shall mean any Owner. The terms “Member” and “Owner” may be used interchangeably.

(n) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(o) “Pet” shall mean and include cats, dogs, birds, reptiles or other household animals, as may be further defined in or supplemented by the Rules and Regulations.

(p) “Property” shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(q) “Rules and Regulations” shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of

the Community, and/or clarification of the Governing Documents, including any amendment to those instruments.

ARTICLE 2 NAMES/DESCRIPTION OF PROPERTY/EASEMENTS

Section 2.1 Name and Type.

The type of Common Interest Community is a Planned Community. The name of the Planned Community is Glen Meadows. The name of the Association is the Glen Meadows Townhomes Homeowners' Association.

Section 2.2 Property.

The Community is located in Weld County, State of Colorado. The Property of the Community is described in *Exhibit A* of this Declaration and/or as is consistent with the common scheme and plan for the creation and operation of the Community. The Property currently consists of 34 Living Units, with four of the Living Units built on two Lots each, totaling 38 Lots. Easements for utilities and other purposes over and across the Lots and Common Area may be as shown upon a recorded Map and on any recorded map of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.3 Easement for Encroachments.

Each Living Unit and the property included in the Common Area shall be subject to an easement for encroachments created by the original construction, settling and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a multi-family structure containing two Living Units is partially or totally destroyed, and then rebuilt, the owners of the attached Living Units so affected agree that minor encroachments of parts of the adjacent Living Unit or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2.4 Blanket Easement.

(a) Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, and employees to enter in or to cross over the Common Area and any Lot to perform the duties of operation, installation, maintenance, repair and replacement of the Lot, Living Unit or Common Area provided for in this Declaration.

(b) Utility Easement. A blanket easement is granted to the Association upon, across, over and under all of the Common Area and, as applicable, the Lots for ingress, egress, installation, replacing, repairing and maintaining any utilities, including but not limited to water, sewers, gas, telephones, electricity, cable, and a master antenna system, to the extent the Association is responsible for such utilities. By virtue of this easement, the Association shall have the authority to permit a utility company to affix and maintain wires, circuits, conduits, meters and similar equipment on, across and under the Living



Units. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Common Area or Lots, except as approved by the Board of Directors. The easements provided for in this paragraph shall in no way affect any other prior recorded easements on the premises.

Section 2.5 Easement for Common and Party Walls.

Each Owner, his agents and contractors, are granted a non-exclusive easement for the purpose of maintenance, construction, reconstruction and repair, in, over, under and upon adjacent Lots and in and upon adjacent Living Units for purposes of common wall maintenance and repair, in accordance with the party wall provisions contained in this Declaration, upon reasonable notice to the Owners of the common wall. Any damage occasioned to the adjacent Lot or improvements, including the dwelling thereon, in exercising this easement, shall be the responsibility of the Owner whose negligent or wrongful acts or omissions caused the damage.

Section 2.6 Access.

For the purpose of performing the maintenance referred to in this Article, and inspections related thereto, the Association, through its Board and its duly authorized agents, contractors, employees or the Architectural Review Committee, shall have the right, after reasonable notice to the Owner or occupants thereof and during regular business hours, to enter upon any Lot, and such entry shall not be deemed a trespass. In emergency situations, the Association or its agents, contractors or employees, may enter without notice at any time, but the Owner or other occupants thereof shall be notified as soon as reasonably possible thereafter. In performing repairs or maintenance authorized under this Article, the Association shall not be liable for any loss, cost or damage caused by its actions, except on account of its willful misconduct.

Section 2.7 Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Owners on the Common Area;
- (b) the right of the Association to adopt Rules and Regulations governing the use of the Common Area;
- (c) the right of the Association, upon approval of Members holding at least 67% of the total votes entitled to be cast in the Association, to mortgage the Common Area as security for loans or other such purposes, provided, that the rights of such mortgagee shall be subordinate to the rights of the homeowners;

(d) the right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication or similar interest through, over or in the Common Area;

(e) the right of the Association to transfer or convey ownership of the Common Area, or any portion thereof, subject to the prior approval of Members holding at least 67% of the total votes entitled to be cast in the Association;

(f) the right of the Association to suspend the voting rights and the right to use of any Common Area and recreational facilities for a period not to exceed 60 days or until the violation is cured, whichever period is greater; provided that suspension of voting and use rights shall be automatic during any period that an Owner is in default in payment of any Common Expense Assessment;

(g) the right of the Association to close portions of the Common Area for maintenance, repair, replacement, and improvement; and

(h) the right of the Association to change use of, add, or remove improvements to the Common Area.

Section 2.8 Delegation of Use.

Owners may delegate, in accordance with the Bylaws and Rules and Regulations adopted by the Board of Directors, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property. If the Owner delegates rights to use the Common Area and facilities to tenants or contract purchasers who reside on their Lot, the Owner shall not be entitled to use the Common Area and facilities. The Board of Directors shall have the express right to limit Owners' ability to delegate their right to use the recreational amenities of the Community through Rules and Regulations and/or reasonable fees charged for such use.

Section 2.9 Disclaimer of Liability.

The Association shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Area or any of its improvements, fixtures, and facilities. It shall be the affirmative duty and responsibility of each Owner, and each user of the Common Area, to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

ARTICLE 3 THE ASSOCIATION

Section 3.1 Membership.

Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Living Unit. Ownership of a Living Unit shall be the sole qualification for membership. Each Living Unit shall be entitled to cast one vote. Fractional and cumulative voting are prohibited.

Section 3.2 Allocated Interests.

The Common Expense liability and votes in the Association are allocated to each Living Unit as follows:

- (a) the percentage of liability for Common Expenses, equally; and
- (b) the number of votes in the Association, equally.

Section 3.3 General Purposes and Powers of the Association.

The Association, through its Board of Directors, shall perform functions and manage the Community as provided in the Recitals section of this Declaration. All Owners and any purchaser of a Living Unit shall be deemed to have assented to, ratified and approved such designations and management. The Association shall have all power necessary or desirable to effectuate such purposes.

Section 3.4 Authority of the Association.

The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, to the extent it applies to communities created prior to July 1, 1992, this Declaration, the Map, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to affect such right or privilege or to satisfy such duty or obligation.

Section 3.5 Managing Agent.

The Association may employ or contract for the services of a managing agent, who is licensed as a community association manager pursuant to Colorado law, as applicable, to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more

than three years and shall be subject to cancellation by the Association on 30 days' notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.6 Indemnification

To the full extent permitted by law, each officer, director, committee member and volunteer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member, or volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member, or volunteer at the time such expenses are incurred, pursuant to the indemnification provisions set forth in the Bylaws and by Colorado law.

Section 3.7 Security Disclaimer

The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

Section 3.8 Education and Training

As a Common Expense, the Association shall, in accordance with the Act, provide education and training opportunities for Owners, residents and occupants, including providing funding and permitting use of facilities for such purposes. The Association shall provide education and training activities as a tool for fostering Owner, resident and occupant awareness of governance, operations and concerns of the Community and of the Association. Appropriate educational topics include dispute or conflict resolution, issues involving the Governing Documents, and education or topics benefitting or contributing to operation or governance of the Community and the rights and responsibilities of Owners and the Association. The Association may also fund and support education and training for officers and directors.



ARTICLE 4 MAINTENANCE AND SERVICE RESPONSIBILITIES

Section 4.1 Association Maintenance and Service Responsibilities.

(a) The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance and service responsibilities. The Association shall maintain, repair, replace, and keep in good repair in a workman like manner as a Common Expense those items set forth in **Exhibit B** of this Declaration.

(b) Association Discretion. The Association may, in its sole discretion, assume the obligation for maintenance or repair of additional property, either real or personal, that lies within or outside the Community. The Association shall have the right to assume such obligation even if the obligation currently lies with Owners or other entities, provided however, the Association shall provide Owners with 15 days prior written notice of any such change. The Association, in its sole discretion, shall determine the time and manner in which any maintenance, whether required or assumed, shall be performed as well as the color or type of materials used.

(c) Maintenance of Common Area by Owner. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Area or any portion of the Lot that is Association maintenance responsibility by an Owner or occupant shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(d) Damage to Lot by Association. The Association shall repair incidental damage to any Lot resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

(e) Liability of Association.

(i) The Association shall not be liable for injury or damage to person or property caused by or resulting from any water, rain, snow or ice which may leak or flow from any portion of the Common Area or from any device, pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except:

(A) for injuries or damages arising after the Owner of a Lot has put the Association on written notice of a specific leak or flow from any portion of the Common Area or device, pipe, drain, conduit, appliance or equipment for which the Association has a maintenance responsibility; and

(B) only if the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.

(ii) The Association shall not be liable to the Owner of any Lot or such Owner's tenant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Area.

(iii) The Association shall not be liable to any Owner, or any Owner's tenant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(iv) No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 4.2 Owner's Maintenance Responsibility.

(a) Except as otherwise provided in this Declaration and as clarified in Exhibit B, each Owner shall have the obligation to maintain, repair and replace all portions of the Owner's Living Unit and any other improvements on the Lot as further set forth in **Exhibit B** of this Declaration.

(b) The Association, upon written resolution of the Board, shall have the authority to require all Owners to do any act or perform any work involving portions of the Community which are the Owner's maintenance responsibility, which will, in the Association's sole discretion, conserve common utilities.

(c) The Association shall have right, but not the obligation, to install water, electricity or other commonly provided utility conservation devices (including, but not limited to, toilets and shower heads) as a Common Expense of the Association. If the Association installs such equipment as a Common Expense and the utility provider has a rebate program, the Association shall be entitled to the rebate.

(d) All maintenance, repair and replacement work by the Owner, including work performed on the roof, shall be performed to the standards of the Association, as may be clarified in the Rules and Regulations.



Section 4.3 Owner Responsibilities.

Each Owner shall have the responsibility to:

- (a) perform his or her maintenance responsibility in such manner so as not to unreasonably disturb other persons in Living Units;
- (b) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible;
- (c) pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants, guests, with the cost thereof to be added to and become part of the Owner's next chargeable Assessment; and
- (d) An Owner shall not be liable for injury or damage to person or property caused by or resulting from the Owner's maintenance or lack of maintenance of the Lot except if the Owner has failed to exercise due care in performing said maintenance. An Owner shall not be liable to any other Owner, or any Owner's occupant, guest or family or the Association for any damage or injury caused in whole or in part by the Owner's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Owner's failure to discharge its responsibilities.

Section 4.4 Bedbugs.

Each Owner shall be required to take necessary measures, as determined in the sole discretion of the Board of Directors, to retard and prevent bedbugs from accumulating in the Living Unit. Owners shall immediately notify the Board in writing of the following: (a) any evidence of bedbugs in a Living Unit; (b) all steps taken to remove bedbugs in a Living Unit. Owners shall be responsible for treatment and removal of bedbugs immediately upon the discovery of the same. The receipt of notice of bedbugs in a Living Unit by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration. Owners must provide written confirmation to the Association that all bedbugs have been removed from the Living Unit upon completion and must provide evidence and documentation to the Association of such removal. Owners shall be responsible for any damage to his or her Living Unit and personal property, to any other Living Units, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this Section. Owners shall be responsible for all costs and expenses incurred by the Board to remove bedbugs or for damage within his or her Living Unit or to any other Living Unit if the Owner fails to meet the requirements of this Section.

Section 4.5 Insect and Vermin Infestations.

Each Owner shall be required to take necessary measures, as determined in the sole discretion of the Board of Directors, to retard and prevent insect and vermin infestations, including but not limited to, bedbugs, rodents, vermin, termites, lice, cockroaches, mice, and rats from accumulating in the Living Unit. Owners shall immediately notify the Board in writing of the following: (a) any evidence of an insect and/or vermin infestation in a Living Unit; and (b) all steps taken to remove insects and vermin in a Living Unit. Owners shall be responsible for treatment and removal of insect and/or vermin infestations immediately upon the discovery of the same. The receipt of notice of an insects and/or vermin infestation in a Living Unit by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration. Owners must provide written confirmation to the Association that all insect and/or vermin infestations have been removed from the Living Unit upon completion of the remediation process and must provide evidence and documentation to the Association of such removal. Failure by any Owner to comply with this Section shall entitle the Association to perform all necessary remediation and collect any amounts expended for such remediation as an Assessment. Owners shall be responsible for any damages to their Living Units, personal property, to any other Living Units, as well as any injury to residents and guests resulting from the Owner's failure to comply with this Section. Any fees or costs incurred by the Association or other Owners as a result of violation of this Section shall be the obligation of the infested Living Unit's Owner to pay.

Section 4.6 Inspection, Repair and Replacement of Designated Owner Maintenance Components.

The Association shall have the right, but not the obligation, to conduct a periodic inspection, on a schedule to be determined by the Board of Directors, of designated Owner maintenance components as may be set forth in the Rules and Regulations. If, in the Board of Directors' sole discretion, the component needs to be maintained, repaired or replaced, the Association may provide such maintenance, repair or replacement (even though such component may be the Owner's responsibility) and the cost of such periodic inspection, maintenance, repair or replacement may be assessed against the Owner of the Living Unit served by such component pursuant to this Declaration.

Section 4.7 Failure to Maintain.

If the Association determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, except in the case of an emergency, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

Unless the Association determines that an emergency exists, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10

days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as provided in this Section; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the Assessment to which such Owner is subject, shall become and be a lien against the Lot(s) upon which the Living Unit is built and shall be collected as provided in this Declaration for the collection of Assessments.

If the Board determines that the need for maintenance or repair is a Common Expense and is caused through the willful or negligent act of any Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or occupant's Lot(s), shall become a lien against the Lot(s), and shall be collected as provided in this Declaration for the collection of Assessments.

ARTICLE 5 PARTY WALLS

Section 5.1 General Rules of Law to Apply.

Each wall which is built as a part of the original construction of a Living Unit upon the Property and placed on the dividing line between Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

Section 5.2 Sharing of Repair and Maintenance.

The cost of reasonable repair, replacement and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 5.3 Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, subject to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.4 Liability for Negligence.

Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for in this Declaration, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and damages as a result of failure to do so.

Section 5.5 Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5.6 Dispute Resolution.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall submit the dispute to mediation. If the dispute cannot be resolved through mediation, the parties may pursue the dispute in arbitration or through a legal proceeding before a court.

ARTICLE 6 COVENANT FOR COMMON EXPENSE ASSESSMENTS

Section 6.1 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments.

Each Owner, by acceptance of a deed for a Living Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments and such other Assessments as imposed by the Association. Such Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, shall be the personal obligation of the Owner of such Living Unit at the time when the Assessment or other charges became or fell due.

The Association annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, and additional fees charged by the managing agent, including but not limited to, administration and witness fees, and/or any other charges that may be assessed and/or levied or may be agreed to in the process of collecting past due Assessments, including but not limited to, credit card convenience fees from whatever source, shall be a charge on each Living Unit and shall be a continuing lien upon the Living Unit against which each such Assessment or charge is made.

If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment of the Living Unit against which the Common Expense Assessments are made.

All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, except as provided in this Declaration, shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration. Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Living Units equally.



Section 6.2 Basis of Assessments.

The budget for annual Assessments shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The budget may be vetoed by votes of Owners representing a majority of the total Association vote. Assessments for Common Expenses shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay. Should the Board adopt a revised budget, the Board shall submit such revised budget to the Owners for ratification in the same manner as above.

Section 6.3 Special Assessments.

In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover previously unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, or unbudgeted repairs or replacements of capital improvements that are not covered by the general reserve fund. The proposed Special Assessment shall be submitted to the Owners for ratification pursuant to Section 303(4) of the Act and as set forth in the Bylaws, as the Bylaws may be amended from time to time. The proposed Special Assessment may be vetoed by a majority of the total Association vote. A proposed Special Assessment will be ratified unless Owners representing more than a majority of the total Association vote, either in person or by proxy, vote to reject the Special Assessment at a meeting called for such purpose. Special Assessments may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall have the right to require that Special Assessments be paid in advance of the provision of the subject services or materials.

Section 6.4 Supplemental Assessments.

The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (a) Those amounts expended by the Association for the benefit of any individual Living Unit or Lot or any occupant thereof, including but not limited to: insurance; maintenance, repair and replacement specific to a Living Unit or Lot; maintenance, repair, and replacement caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (b) Any extraordinary maintenance, repair, improvement or replacement costs of any area which the Association maintains required on fewer than all the Living Units or Lots;
- (c) Any extraordinary insurance costs incurred as a result of the value of a particular Owner's Living Unit or Lot or the actions of an Owner (or his agents, guests, licensees, invitees or lessees);



- (d) Any extraordinary roof costs based on type of roof or benefit received;
- (e) All fines and costs assessed against an Owner pursuant to the Governing Documents; and
- (f) Any other expenditures or charges which the Board, in its reasonable and sole discretion, chooses to allocate to a Living Unit and is reasonably determined to be allocable to a particular Living Unit.

Section 6.5 Application of Payments.

All sums collected on a delinquent account referred to an attorney shall be remitted to the Association's attorney until the account is brought current. All payments received on an account of any Owner or the Owner's Lot shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, returned check fees, lien fees and other costs owing or incurred with respect to such Owner pursuant to the Governing Documents, prior to application of the payment to any special or regular Assessments due or to become due with respect to such Owner.

Section 6.6 Effect of Non-Payment of Assessments.

- (a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 15 days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis to accrue monthly, from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.
- (b) Failure to make payment within 30 days of the due date thereof shall, at the option of the Board, cause the total amount of such Owner's Common Expense Assessment for the remainder of that fiscal year to become immediately due and payable. The Board may, in its discretion, decelerate the Member's annual Assessment.
- (c) Further, the Association may foreclose its lien and/or bring an action at law or in equity, or all of the same, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving the Association's lien therefor. Likewise, the obtaining of a money judgment shall not preclude the foreclosure of the Association's lien so long as the judgment remains unsatisfied.
- (d) Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or

fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Living Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Living Unit, the Board may take possession and rent said Living Unit or apply for the appointment of a receiver for the Living Unit without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

Section 6.7 Lien Priority.

The lien of the Association under this Section is prior to all other liens and encumbrances on a Living Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Living Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Living Unit.

This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. The acceptance of a deed to a Living Unit subject to this Declaration shall constitute a waiver of the homestead exemption as against said Assessment lien.

Sale or transfer of any Living Unit shall not affect the lien for said Assessments or charges except that sale or transfer of any Living Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Living Unit from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 6.8 Working Capital.

Each Owner, at the time of closing on the purchase of the Living Unit or Lot, shall make a nonrefundable contribution to the Association in an amount equal to two times the amount of the current monthly installment of the annual Common Expense Assessments as determined by the Board from time to time. This contribution shall be transferred to the Association at the time of closing of the purchase and may be used towards funding the reserve account. Such contribution to the working capital shall not relieve an Owner from making regular payments of Assessments as the same become due. Upon the transfer of his or her Living Unit or Lot, an Owner shall not be entitled to a refund from the Association for the aforesaid contribution.

Section 6.9 Borrowing.

The Association shall have the right to borrow money and assign its right to future income, including the right to assign its right to receive Common Expense Assessments.

ARTICLE 7 USE RESTRICTIONS

Section 7.1 Flexible Application of the Subsequent Covenants and Restrictions.

All Lots within the Glen Meadows Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

Section 7.2 Authority.

All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Living Units or Lots may be limited by the provisions in the Governing Documents.
- (b) The Board may, from time to time, adopt and amend reasonable definitions of words, phrases and terms used in this Declaration and other Governing Documents.
- (c) The Board may establish penalties for the infraction of all regulations and Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions.
- (d) All fines imposed are collectable as Assessments.

Section 7.3 Use/Occupancy.

All Lots within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Lots shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and does not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration.

External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner. Uses

which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi-trailers; (e) the use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

Section 7.4 Leasing and Occupancy.

The leasing of Living Units shall be governed by the restrictions imposed by this Section. Except as provided herein, the leasing of Units shall be prohibited. "Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Unit by the family member of an Owner. For purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute leasing under this Declaration.

(a) General. Owners desiring to lease their Living Units may do so only if they have applied for and received from the Association either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Living Unit provided that such leasing is in strict accordance with the terms of the permit and this Section. The Association shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All Leasing Permits and Hardship Leasing Permits shall be valid only as to specific Owners and Living Units and shall not be transferable between either Units or Owners; provided, however if a valid lease is in place at the date of transfer of the Living Unit, that lease may continue until the expiration of the lease term or for a maximum of one year, whichever is earlier.

(b) Applicability. All Owners as of the date of the effective date of this Declaration shall be entitled to a Leasing Permit, notwithstanding the percentage limitations set forth herein. However, upon conveyance or transfer of a Living Unit, any grantee of the Living Unit shall be subject to the provisions of this Section. Any such grantee must apply for and receive a Leasing Permit.

(c) Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for seven (7) Living Units (i.e., 20% of the total number of Living Units) in the Community. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) subject to the terms of subsection (a) above, the sale or transfer of the Unit to a person or entity other than the Owner (excluding sales or transfers to (a) an Owner's spouse, (b) a person cohabitating with the Owner, and (c) a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the voluntary surrender of the permit by the Owner. If current Leasing Permits have been issued for seven Living Units, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below seven. Owners who have been denied a Leasing Permit shall automatically be placed on

a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls to less than seven. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(d) Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Association for a Hardship Leasing Permit. The Association shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Owner.

A "hardship" as described herein shall include, but not be limited to the following situations: (1) an Owner must relocate his or her residence outside Colorado and cannot, within six months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Unit is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit. The Board may adopt rules and regulations further clarifying situations constituting "hardship." Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a Leasing Permit.

(e) Leasing Provisions. Leasing which is authorized, pursuant to permit, hereunder shall be governed by the following provisions:

(i) General. Living Units may be leased only in their entirety; no fraction or portion may be leased. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Living Units or assignment of leases. All leases must be for a term of not less than 6 months.

(ii) Within 10 days after executing a lease agreement for the lease of a Living Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Living Unit. The Owner may redact financial terms of the lease. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Compliance with Declaration, Bylaws and Rules and Regulations and Use of Common Elements. Each Owner covenants and agrees that any lease of a Living Unit shall contain the following language and agrees that if such language is not



expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease.

(A) Compliance with Declaration, Bylaws and Rules and Regulations. The lessee shall comply with all provisions of the Governing Documents adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Living Unit in order to ensure such compliance. The Owner shall cause all occupants of his or her Living Unit to comply with the Governing Documents adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Living Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee. The fine may be assessed against the Owner after both parties are provided notice and an opportunity for hearing. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Governing Documents adopted pursuant thereto by the lessee, any occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Colorado law. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration and the Owner fails to commence such action within 30 days of the date of the Association's notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner for breaches resulting from the violation of the Governing Documents adopted pursuant thereto. If the Association evicts the lessee, any costs, including but not limited to reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Unit.

(B) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including but not limited to, the use of any and all recreational facilities and other amenities.

(f) Inapplicability of this Section to First Mortgagees and Association. Notwithstanding the above, this Section shall not apply to any leasing transaction entered into by the Association, or the holder of any first mortgage on a Living Unit who becomes the Owner of a Living Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage. Such parties shall be permitted to lease a Living Unit without first obtaining a permit in accordance with this Section, and such Living Units shall not be considered as being leased in determining the maximum number of Living Units that may be leased in accordance with this Section.]



Section 7.5 Acquisition of Multiple Units.

No Owner who owns or controls two Living Units in the Community, directly or indirectly through an affiliate of the Owner, shall acquire, whether directly or indirectly through an affiliate of the Owner, any interest in any additional Living Unit in the Community, whether through purchase, trade, gift, inheritance, lease, merger, consolidation or other means of acquisition. Notwithstanding anything in this Declaration to the contrary, this restriction on acquisition of Living Units shall not apply to a mortgagee acquiring title to a Living Unit subject to a mortgage by foreclosure or deed in lieu of foreclosure. This restriction shall be enforceable by the Association or any Owner by means of an action for injunction to restrain any future acquisition or to require an Owner who has violated this restriction to divest any interest so acquired.

Section 7.6 Restrictions on Pets.

Up to three (3) Pets, as defined in Section 1.1, may be kept in a Living Unit, if the Pet(s) is/are not a nuisance to other residents. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or residents in the Community or is otherwise considered to be a dangerous breed, as may be further defined in the Rules and Regulations. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any.

Pets may not be kept for any commercial purposes. Animals are not permitted in the recreational areas. Exterior pet enclosures are prohibited. When on other Common Area, Pets must be on a leash and under control. Feces left by Pets upon the Common Area must be removed promptly by the owner of the Pet or the person responsible for the Pet. Pets shall not be allowed to defecate or urinate on any patio or balcony in the Community. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

Section 7.7 Antennae.

“Permitted Antennas” are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Permitted Antennas shall be installed in the least conspicuous location available on a Lot which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Except as allowed by federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Lot.

Section 7.8 Tanks.

No tanks of any kind (either elevated or buried), except for small portable tanks associated with an outdoor gas grill, shall be erected, placed or permitted upon any Lot without the prior written approval of the Association.

Section 7.9 Nuisances.

No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot, Living Unit or any Common Area, or any portion of the Community by residents. Further, no improper, offensive or unlawful use shall be permitted within the Glen Meadows Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 7.10 Vehicular Parking, Storage, and Repairs.

(a) Parking upon any Common Area, including the private streets, shall be regulated by the Association.

(b) The following may not be parked or stored within the Community, including the Common Area private streets, unless such parking or storage is within a garage on a Lot, or unless authorized in writing by the Association or is otherwise exempted by Colorado law: oversized vehicles, pickup trucks over $\frac{3}{4}$ ton, trailers (including camping trailers, boat trailers, hauling trailers), boats or other motor-craft and accessories thereto, self-contained motorized recreational vehicles, commercial vehicles or other oversized types of vehicles or equipment as prohibited by rule or regulation. The foregoing may be parked as a temporary expedience for loading or delivery of goods or services; provided, however, that overnight parking is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of any Common Area, Lots, or any improvement located thereon.

(c) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within the Community unless parked or stored within a garage. An "abandoned or inoperable vehicle" shall be defined by Colorado

statutes governing inoperable, unlicensed or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association.

(d) No motor vehicle may impede the safe and efficient use of streets within the Community by residents, obstruct emergency access to/from the Community or interfere with the reasonable needs of other residents to use their driveway, streets, or guest parking within the Community.

(e) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted outside of garages. This provision shall not be deemed to prevent washing and polishing of a vehicle, together with those activities normally incident and necessary to such washing and polishing, provided washing is done with a hose with a shut off valve to prevent waste of water. Minor repairs may be performed, provided they may be completed the day commenced, there is no damage (e.g., oil, residue) to paved areas, and all equipment and parts are removed upon completion of the work. No vehicles may be left unattended on jacks or jack stands.

(f) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

(g) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 72 hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. A notice also shall be conspicuously placed at the Community stating the name and telephone number of the person or entity which will do the towing and/or booting hereunder. If 72 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user, and the owner thereof shall be solely responsible for all towing and storage charges.

(h) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot or Living Unit, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Lot, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

(i) If a vehicle is towed or booted in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.



Section 7.11 Use of Common Area.

There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Association.

Section 7.12 No Annoying Lights, Sounds or Odors.

No light shall be emitted from any portion of the Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Community except with the prior written approval of the Association.

Section 7.13 No Hazardous Activities.

No activity shall be conducted on and no improvement shall be constructed on any Property within the Community which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property within the Community. No open fires shall be lighted or permitted on any Property within the Community except in a contained barbeque unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent dispersal of burning embers unless otherwise prohibited by governmental ordinances. No Owner or Owners shall permit any condition on his Lot or Lots which creates a fire hazard or is in violation of applicable fire prevention regulations

Section 7.14 Restrictions on Clotheslines and Storage.

Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board and except as otherwise permitted by Colorado law, no non-retractable clotheslines, drying areas or yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted on any Lot unless the same, in each instance, is expressly permitted in writing by the Association.

Section 7.15 Restriction on Signs and Advertising Devices.

Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a Lot except such sign or signs as may be approved in writing by the Association. Political signs, which are signs intended to impact the outcome of an election or ballot issue must be displayed in accordance with the Association's Rules and Regulations. One professionally lettered "For Sale" or "For Rent" sign may be displayed inside a window of a Lot.

Section 7.16 Outbuildings.

An “outbuilding” shall mean an enclosed or covered structure not directly attached to the dwelling it serves. No outbuilding or temporary structure, including sheds, playhouses, trailers, mobile homes, tents, shacks, barns, swing sets, pet enclosures (including pens, cages or hutches), detached garages or carports, shall be allowed on any Lot. Further, no outbuilding or temporary structure shall be used on any Lot at any time for residential purposes, either temporarily or permanently.

Section 7.17 Trash Removal Restriction.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or any Common Area or on any Lot, unless placed in a suitable container suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner. The Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners.

Section 7.18 Prohibition of Marijuana Distribution and Growing.

No Owner or occupant of a Lot may utilize such Lot for the purpose of growing or distributing marijuana. This prohibition may further be clarified by the Board of Directors through Rules and Regulations. Owners will be responsible for any damage resulting from a violation of this restriction, including but not limited to increased water and utility charges.

Section 7.19 Smoking Prohibition.

(a) Definitions. For the purposes of this Section, the following terms shall be defined as follows:

(i) “Smoking” shall mean and include the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or other tobacco product, marijuana or any other legal or illegal substance.

(ii) “Business Invitee” shall mean and include, but not be limited to, any contractor, agent, household worker or other person hired by the Owner, tenant or resident to provide a service or product to the Owner, tenant or resident.

(b) Smoking Prohibition. No Owner, guest, family member, tenant, resident, business invitee or visitor shall smoke cigarettes, cigars, other tobacco products and/or any other legal or illegal substance on Common Area in the Community.

(c) Disclosure Requirement. Any Owner who rents his or her Living Unit or otherwise allows someone other than the Owner to reside within or occupy the Living Unit shall disclose to all persons residing within the Living Unit that smoking is prohibited within all Common Area prior to their residency or occupancy.

(d) Enforcement. Each Owner is responsible for the actions of all other persons residing within or visiting his or her Unit and shall be subject to disciplinary action or a court action for an injunction, or any remedies available under this Declaration or State law, for violation of this Section. This Section may be enforced in a court of law by any Owner, resident or the Association. Any and all fees and costs incurred by the Association as a result of enforcing this Section shall be recoverable by the Association and may be collected as an Assessment under the terms of this Declaration.

(e) Rules and Regulations. The Board of Directors shall have the authority and power to enact Rules and Regulations which it deems necessary to enforce this restriction, including a schedule of fines which may be imposed after notice and opportunity for hearing.

Section 7.20 Prohibited Activities.

No Owner or occupant of a Lot may engage in any activity or practice which, in the sole discretion of the Board, is considered a threat to the health and/or safety of other Owners and residents within the Community, including but not limited to, hoarding, creating conditions conducive to indoor fires, allowing Living Units to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Living Units in the Community.

Section 7.21 Restrictions on Structural Alterations and Exterior Improvements.

No structural alterations to any Living Unit shall be done by any Owner, without the prior written approval of the Association. No improvement to the exterior of a building which includes a Living Unit or to the Common Area shall be constructed, erected, placed or installed within the Community unless complete plans and specifications thereto shall have been first submitted to and approved in writing by the Association.

Section 1.1 Restriction on Mining and Drilling.

No Property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 7.22 Rules and Regulations.

In furtherance of the provisions of this Declaration, and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time to time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 7.23 Compliance with Governing Documents.

Each Owner and occupant shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

Section 7.24 Subdivision and Combination of Lots.

Subdivision of a Lot and combination of Lots is not permitted.

Section 7.25 No Imperiling of Insurance.

Nothing shall be done or kept in or on any portion of the Property which might result in an increase in the premiums with respect to insurance obtained for all or any portion of the Property or which might cause cancellation of such insurance.

Section 7.26 Compliance With Other Laws.

No improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 7.27 Use of the Words Glen Meadows.

No resident or Owner shall use the words Glen Meadows or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.

ARTICLE 8 ARCHITECTURAL APPROVAL/DESIGN REVIEW

Section 8.1 Required Approval.

No structures, including residences, outbuildings, accessory buildings, tennis courts, swimming pools, antennas (except as otherwise permitted under this Declaration), flags and flag poles (except as otherwise permitted by the Act), fences, walls, exterior lighting, landscaping, or any other improvements shall be constructed, erected, relocated, removed or installed on a Lot.

Nor shall any alteration or change to the exterior of the improvements, the exterior of a Living Unit, to a Lot or to any structure or any attachment to the exterior of a residence (including paint, awnings, patios, decks, house numbers, or shutters) be commenced unless complete plans and specifications shall have been first submitted to and approved in writing by the Architectural Review Committee ("Committee") as may be outlined in the Rules and Regulations.

No alteration, addition or change to the interior of the Living Unit that affects the exterior appearance of the Living Unit, including but not limited to the installation of window treatments, shall be commenced without prior Committee approval.

The Committee may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), location and size of driveways, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee.

Section 8.2 Acknowledgment of Owners.

Owners acknowledge, accept and agree to the following:

(a) Owners will not commence construction or installation of an improvement until they have submitted improvement plans and specifications and received written approval from the Committee;

(b) Owners shall immediately comply with any request by the Association for additional information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;

(c) Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

(d) Owners, by submitting an application for approval, hereby certify: (i) they will construct or modify improvements located only on their own Lot or upon Property which they have permission to construct, modify or improve; and (i) they will not violate any easements, rights-of-way, or other rights appurtenant to such Property.

(e) Owners shall notify the Committee of completion of the improvement's installation or construction within five days of such completion;

(f) Upon completion of an improvement, Owners authorize the Committee or its representative(s) to enter onto the Lot for exterior inspection;

(g) Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the Committee's approval;

(h) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the improvement into compliance with the submitted and approved plans and specifications;

(i) In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation or construction, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.

Section 8.3 Architectural Criteria.

The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious.

Approval shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effect of location and use of improvements on nearby Lots, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set forth in this Declaration. Upon its review of such plans, specifications and submittals, the Committee may require that the applicant(s) reimburse the Committee for actual expense incurred by it in its review and approval process. The Committee may further require the payment of a fee to accompany all plan submissions.

Section 8.4 Establishment of the Committee.

The Committee shall consist of a minimum of three members appointed by the Board of Directors. If no Committee is appointed, the Board of Directors shall act as the Committee. The Board shall have the authority to remove any members of the Committee at their sole discretion.

Section 8.5 Architectural Guidelines.

The Committee may propose architectural guidelines from time to time, which guidelines may be approved by the Board of Directors and included in or with any Rules and Regulations of the Association. Such guidelines may address variances, waiver of approval requirements, height, material, color and other specifications for certain improvements, additional criteria for approval, requirements for construction, and additional provisions regulating the receipt, review and response to applications.

Section 8.6 Reply and Communication.

The Committee shall reply to all submittal of plans made in accordance herewith in writing within 45 days after receipt. In the event the Committee fails to take any action on submitted plans and specifications within 45 days after the Committee has received the plans and specifications, approval shall be deemed to be denied; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of this Declaration, the Rules and Regulations or any architectural guidelines adopted



by the Board. All communications and submittals shall be addressed to the Committee in care of the Association.

Section 8.7 Condition of Approval.

In the discretion of the Board or the Committee, an Owner may be required to enter into a written agreement establishing the approval of an application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest. As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration.

Section 8.8 Commencement and Completion of Construction.

All improvements approved by the Committee must be commenced within one year from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the Committee shall be completed within 90 days of commencement.

Section 8.9 Variances.

The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed under this Article when circumstances including but not limited to topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however a majority of the Board must sign such variance.

Section 8.10 Right to Appeal.

If the Board of Directors is not acting as the Committee, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board of Directors. The Board of Directors shall review the decision of the Committee pursuant to the criteria set forth in this Article and the architectural guidelines. Any decision of the Committee may be overruled and reversed on appeal by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision was inconsistent with the criteria set forth in this Article and/or the guidelines.

Section 8.11 Waivers.

The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent.

Section 8.12 Liability.

The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or to any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants.

The Committee shall not bear any responsibility for ensuring structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements. The Association will not make any investigation into title, ownership, easements, rights-of-way, or other rights appurtenant to Property with respect to architectural requests and shall not be liable for any disputes relating to the same.

ARTICLE 9 INSURANCE

Section 9.1 Insurance to be Carried by the Association.

The Association shall obtain and maintain in full force and effect to the extent reasonably available, and at all times, the insurance coverage set forth in this Declaration, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Colorado. All insurance purchased by the Association shall be purchased from companies with ratings of "A" or better, to the extent that insurance is available at reasonable cost to the Association through such companies.

Section 9.2 Real Property Insurance on the Living Units and Common Areas.

- (a) The Association shall obtain insurance providing all risk coverage or the nearest equivalent available for the full replacement cost, without deduction for depreciation, for all insurable improvements located on the Common Areas, the Living Units, and the other property of the Association, as further clarified in **Exhibit B** of this Declaration, regardless of ownership.
- (b) If the Board of Directors changes policies so that a lesser level of coverage is provided, the Board shall notify all Owners in writing at least 10 days prior to the commencement of the policy with reduced coverage.
- (c) All policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee, and their successors and assigns, which shall provide that the loss, if any thereunder, shall be payable to the Association for the use and benefit of such first mortgagee, and their successors and assigns, as their interests may appear of record in the records of the office of the Clerk and Recorder of Weld County.
- (d) The Association may also obtain any additional endorsements which it deems advisable and in the best interests of the Community by the Board of Directors.
- (e) The insurance described in this Section shall be inflation coverage insurance, if such insurance is available, which shall at all times represent 100% of the

replacement value of all facilities in the Common Area except land, foundation, excavation and other items normally excluded from coverage and except for any deductible provisions as permitted under this Article.

(f) At least every three years, the Association may obtain an appraisal for insurance purposes which shall be maintained as a permanent record showing that the insurance in any year represents 100% of the replacement value of each Living Unit and the facilities in the Common Area.

(g) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

Section 9.3 Association Flood Insurance.

The Association shall obtain flood insurance to the extent required by the Federal Emergency Management Agency (FEMA) or any other governmental agency.

Section 9.4 Liability Insurance.

The Association shall obtain a comprehensive policy of public liability and property damage liability insurance covering all of the Living Units (excluding liability within each Living Unit) and the Common Areas, including structural coverage of the Living Units, in such limits as the Board may from time to time determine, but not in any amount less than a combined single limit of \$1,000,000.00, and in all cases covering all claims for bodily injury or property damage.

Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Lots and the Common Area. The foregoing liability insurance shall name the Association as the insured.

Section 9.5 Fidelity Insurance.

The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees, volunteers and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The clause "officers, directors, trustees and employees" shall not include any officer, director, agent or employee of any independent, professional manager or managing agent heretofore or hereafter employed by the Association.

The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees, as required by law. If the Association retains a Managing Agent, the Managing Agent shall be required to provide such fidelity insurance covering itself and its employees and naming the Association as the loss payee.

Section 9.6 Workers Compensation.

The Association shall obtain and maintain workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in forms now or hereafter required by law.

Section 9.7 Director and Officer Liability Insurance.

The Association shall purchase directors' and officers' insurance in an amount reasonably necessary to protect the directors and officers.

Section 9.8 Other Insurance.

The Association may obtain insurance against such other risks, of similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 9.9 Miscellaneous Terms Governing Insurance Carried by the Association.

The Association shall maintain, to the extent reasonably available and necessary, policies with the following terms or provisions:

(a) All policies of insurance shall provide that each Owner is an insured under the policy with respect to liability arising out of such Owner's membership in the Association.

(b) All policies of insurance shall contain waivers of subrogation against any Owner or member of his or her household.

(c) All policies of insurance shall contain waivers of any defense based on invalidity arising from any acts of an Owner and shall provide that such policies may not be canceled or modified without at least 45 days prior written notice to all of the Owners, holders of First Mortgages and the Association.

(d) If requested, certificates of insurance and renewals thereof, together with proof of payments of premiums, shall be delivered to all First Mortgagees at least 10 days prior to expiration of the then current policies.

(e) All liability insurance shall be carried in blanket form naming the Association, the Board, the manager or managing agent, if any, and the officers of the Association, as insureds.

(f) Prior to renewing casualty insurance and not less than every three years, pursuant to the provisions hereof, the Board may obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the

full replacement cost of the Living Units and the Common Area, without deduction for depreciation, review any increases in the cost of living, and/or consider other factors, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions hereof. In no event shall any casualty insurance policy contain a co-insurance clause.

(g) All policies of insurance of the Association shall be primary, providing the primary insurance of the loss, if there is other insurance in the name of the Owner.

(h) All policies of insurance shall provide that the insurance thereunder shall not be invalidated, suspended, voidable or have any condition of recovery due to an act or omission by any Owner, only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to the Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy, as to the interests of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Section 9.10 Insurance Obtained by Owners.

Each Owner shall be responsible for maintaining insurance which covers his Lot and Living Unit thereon to the extent not covered by policies maintained by the Association, as further clarified in Exhibit B of this Declaration. Such insurance shall include, but may not be limited to, furnishings and personal or other property in the Living Unit and liability insurance for injury, death or damage in the Living Unit or upon the Lot. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

Section 9.11 Insurance Premium.

Except as assessed in proportion to risk, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 9.12 Managing Agent Insurance.

The manager or managing agent, if any, shall be insured for the benefit of the Association, and shall maintain and submit evidence of such coverage to the Association, including professional liability or errors and omissions insurance, workers' compensation, unemployment and fidelity coverage.

Section 9.13 Waiver of Claims Against Association.

As to all policies of insurance maintained by or for the benefit of the Association and Owners, the Association and the Owners hereby waive and release all claims against one another

and the Board, to the extent of the insurance proceeds available, whether or not the insurance damage or injury is caused by the negligence of or breach of any agreement by these persons.

Section 9.14 Adjustments by the Association.

Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association, and not to any first mortgagee. The Association shall hold any insurance proceeds in trust for the Association, Owners and first mortgagees as their interests may appear. The proceeds must be distributed first for the repair or restoration of the damaged property, and the Association, Owners and first mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored. If the insurance proceeds are insufficient to cover the cost of repair or reconstruction, the Association may levy a Special Assessment to cover the short fall (or deductible) pursuant to this Declaration.

Section 9.15 Duty to Repair.

Any portion of the Property and Common Area for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association or Owner.

Section 9.16 Condemnation and Casualty Insurance Allocations and Distributions.

In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be to the parties as their interests and rights are determined or allocated by record or as set forth in the Act.

Section 9.17 Responsibility for Payment of Deductible Amount.

Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be as follows:

(a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Area unless the damage is the liability of an Owner, his family, guests, or invitees, as set forth in this Declaration, in which case the Association shall seek reimbursement of the deductible amount as an Assessment in compliance with and under the terms of this Declaration.

(b) The Owner shall pay or absorb the deductible for any loss to the Living Unit and/or Lot that would be the responsibility of the Owner in the absence of insurance unless the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible. If a negligent Owner fails to pay the deductible for damage to a Living Unit and/or Lot, the Association may, but shall not be obligated to seek the deductible on behalf of the

Owner suffering the loss as provided in this Declaration for the collection of Assessments.

Section 9.18 Insurance Assessments.

If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair due to deductibles allocated to the Association or failure of the Association to maintain coverage to defray costs of repair and reconstruction which in the absence of insurance would be the maintenance responsibility of the Association, the deductible or additional cost shall be a Common Expense. This Assessment shall not be considered an Assessment as discussed in this Declaration and shall not require any vote or ratification of the Owners.

Section 9.19 Association as Attorney-in-Fact.

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of dealing with any improvements covered by insurance written in the name of the Association pursuant to this Article upon their damage or destruction as provided in this Declaration, or a complete or partial taking or condemnation as provided in this Declaration.

Acceptance by a grantee of a deed or other instrument of conveyance conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact. Furthermore, if so requested, an Owner shall execute a separate instrument specifically setting forth this appointment.

Section 9.20 Payment of Claims to Delinquent Owners.

Notwithstanding anything to the contrary in this Declaration, the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in payment of Assessments owed to the Association under this Declaration hereof, then the Association may retain and apply such proceeds recovered to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

ARTICLE 10 MISCELLANEOUS AND GENERAL PROVISIONS

Section 10.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Lot;

(ii) suspending the right to vote or use Common Area;

(iii) exercising self-help or taking action to abate any violation of the Governing Documents;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(v) without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(vi) levying specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents; and

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a specific Assessment. The Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise

judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action.

Section 10.2 Term of Declaration.

The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 10.3 Covenants to Run.

All of the covenants, easements, servitudes and provisions contained in this Declaration shall be a burden on the title to all of the lands within the Property, and the benefits thereof shall inure to the owners of all of the lands within the Property.

Section 10.4 Termination.

Termination of this Common Interest Community shall be in accordance with the Act.

Section 10.5 Attorney Fees.

If an Owner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs, without the necessity of commencing a legal proceeding. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding.

In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner, shall be charged as an Assessment and shall constitute a lien against the Lot.

Section 10.6 Amendment of Declaration by Owners.

Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of Members holding at least 51% of the votes in the Association.

Said votes may be obtained in any method allowed by the Governing Documents of the Association. The amendment or repeal shall be effective upon the recordation in the office of the Clerk and Recorder of the Weld County, of a certificate, setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 10.7 Interpretation.

The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration. This Declaration shall be construed and governed under the laws of the State of Colorado.

Section 10.8 Singular Includes the Plural.

Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 10.9 Captions.

All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 10.10 Non-Waiver.

Any forbearance or failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration or of any subsequent enforcement of such provision.

Section 10.11 Conflict of Provisions.

In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control. In the case of conflict between the Articles of Incorporation and Bylaws, the Articles of Incorporation shall control.

Section 10.12 Challenge to this Amendment.

All challenges to the validity of this amendment must be made within one year after the effective date of this document.

Section 10.13 Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 10.14 Effective Date

The effective date of this Declaration shall be May 1, 2019.

The undersigned, being the President and the Secretary of Glen Meadows, hereby certify that the Association has obtained: (i) the affirmative vote or agreement of Owner of Lots to which more than fifty percent of the votes in the Association are allocated for this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Glen Meadows, and (ii) written consent of at least 67% of the Members for any amendments to those provisions set forth Article XII, Section 2(a) of the Original Declaration, as evidenced by written instruments filed with the records of the Association. Or, alternatively, has obtained court approval of this Declaration pursuant to the provisions of the Act, Section 217(7). Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

GLEN MEADOWS,
a Colorado nonprofit corporation

By: Jennifer D. Sears
President

ATTEST:

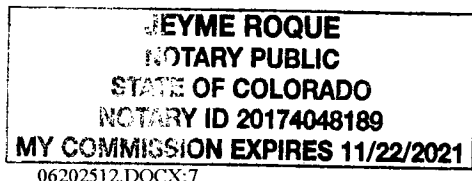
By: Diana Y. Moore
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing was acknowledged before me this 31 day of December, 2018, by Jennifer D. Sears, as President of Glen Meadows, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: 11/22/2021.



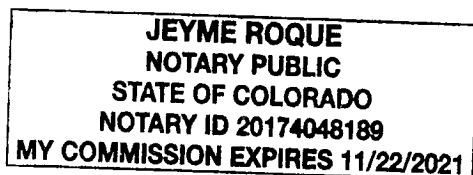
Jeyme Roque
Notary Public

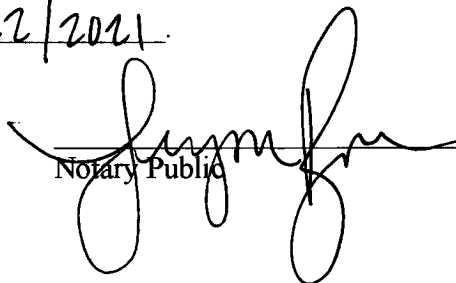
STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing was acknowledged before me this 31st day of December,
2018, by Olivia Z. Moore, as Secretary of Glen Meadows, a Colorado
nonprofit corporation.

Witness my hand and official seal.

My commission expires: 11/22/2021.





Notary Public

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land located in the North Half (N ½) of the Northwest Quarter (NW ¼) of Section 18, T5N, R65W of the 6th P.M., City of Greeley, Colorado; described as follows:

Beginning at the Northeast corner of said Northwest Quarter, Section 18, thence "South", 459.90 feet along the East line of said Northwest Quarter to its intersection with the Northerly line of Reservoir Road; thence S29°58'00"W, 35.80 feet; thence N40°43'38"W, 7.99 feet to the True Point of Beginning; thence S30°46'07"W, 513.33 feet to the point of curve of a curve bearing Southwesterly; the arc of said curve being subtended by a chord bearing S41°29'53"W, 291.15 feet; thence along said arc 292.86 feet; thence N78°26'41"W, 17.08 feet; thence N13°10'00"W, 647.20 feet; thence N35°46'00"E, 500.00 feet; thence S40°43'38"E, 501.77 feet to the True Point of Beginning; thus described tract containing 7.850 acres. TOGETHER WITH AND SUBJECT TO ALL easements and rights-of-way which are of public record.

EXHIBIT B

MAINTENANCE AND INSURANCE OBLIGATIONS

“A” = Association obligation

“O” = Owner obligation

“NA” = not applicable

The term “maintenance” includes repair and replacement unless otherwise noted on the Chart.

All Association maintenance, repair and replacement, including painting and staining, shall be per a scheduled adopted by the Board.

	MAINTENANCE	INSURANCE
BUILDING EXTERIORS		
Residence-structure, including foundation, columns, girders, beams and supports	O	O
Siding, sheathing, wrap, brick, trim, molding, and other exterior facade surfaces	O	O
Exterior stoops, steps, and concrete surfaces	O	O
Gutters and downspouts	O	O
Porches, patios, and balconies	O	O
Roof shingles and roof underlay	O	O
Window screens	O	O
Window and other glass surfaces—cleaning, repair and replacement	O	O
Window frames--painting and trim, staining and caulking	O	O
Skylights	O	O
Exterior unit doors and garage doors--painting and staining	O	O
Exterior unit doors including peep holes, doorknobs and lock mechanisms--maintenance and repair	O	O
Garage doors—maintenance, repair and replacement, including door openers	O	O
Storm doors	O	O

	MAINTENANCE	INSURANCE
Balcony/patio sliding glass doors	O	O
Exterior light fixtures	O	O
UTILITIES		
Utilities <u>outside</u> Living Units and garages servicing more than one Living Unit, if any:	O – if outside the Living Unit but inside the Lot boundaries A – if outside the Lot boundaries	O – within Lot boundaries A – outside Lot boundaries
<ol style="list-style-type: none"> 1. Electrical and other wires 2. Water and sewer pipes 3. Cables 4. Circuit boxes 5. Water meters 6. Circuit breakers 		
Utilities <u>outside</u> Living Units and garages servicing only one Living Unit (except circuit breakers):	O – if outside the Living Unit but inside the Lot boundaries A – if outside the Lot boundaries	O – within Lot boundaries A – outside Lot boundaries
<ol style="list-style-type: none"> 1. Electrical and other wires 2. Water/sewer pipes 3. Cables 4. Circuit boxes 5. Water meters 6. Circuit breakers 		
Utilities <u>inside</u> Living Units or garages:		
<ol style="list-style-type: none"> 1. Furnaces 2. Heating equipment 3. Thermostats 4. Ducts 5. Conduits 6. Water pipes 7. Electrical wiring 8. Electrical outlets 9. Telephone wiring 10. Telephone outlets 11. Light switches 12. Hot water equipment 13. Cable wiring 14. Compressors 15. Sump pumps 16. Circuit breakers 	O	O

	MAINTENANCE	INSURANCE
Air conditioners, including condensers and lines running from/to such equipment	O	O
RESIDENCE INTERIORS		
Furnishings, including all personal property such as furniture, electronics, jewelry, and clothing	O	O
Window coverings	O	O
Permanent fixtures including but not limited to: <ol style="list-style-type: none"> 1. ceiling fans 2. hand rails 3. cabinets 4. countertops 5. bathtubs and showers 6. sinks 7. toilets 	O	O
Appliances including: <ol style="list-style-type: none"> 1. oven 2. range 3. refrigerator 4. dishwasher 5. washer/dryer 6. countertop microwave 	O	O
Fireplaces (including facade, screen, chimney back, flue, and damper)	O	O



Interior non-perimeter walls, floors, and ceilings including finished and unfinished surfaces, doors, drywalls, studs, insulation, hardware, and other material lying within such walls, floors, and ceilings	O	O
Finished surfaces of perimeter walls and ceilings; including: <ol style="list-style-type: none"> drywalls paint wallpaper paneling texture 	O	O
Finished surfaces of perimeter floors-- including: <ol style="list-style-type: none"> tile vinyl hardwood carpeting 	O	O
Any components lying between the perimeter drywalls and residence exterior, including but not limited to: <ol style="list-style-type: none"> insulation girders beams pipes wiring plumbing 	O	O
Party walls (walls dividing residences and shared by owners/residents on each side)	O	O
Basements	O	O
Crawl spaces	O	O
Garage interiors, including any drywall or improvements therein	O	O

GROUNDS		
Retaining walls outside of Lot boundaries	A	A
Landscaping	A	A
Irrigation system and time clocks	A	A
Private roads, main drives, and sidewalks	A	A
Private drives*	A – Pre-conversion O – Post conversion	O
Visitor parking areas	A	A
Pool	A	A
Tennis Courts/Basketball courts	A	A
Monuments and signage	A	A
Perimeter fence	A	A
Storage sheds, equipment sheds	A	A
Sewer main line	A	A
Sewer line from Unit to main line	O	O
OTHER		
Snow removal from driveways and sidewalks to the main entrance of the Unit	A	A
Garbage pick-up	A	A
Common Areas existing in community and not otherwise listed	A	A
Any personal property of owners not otherwise listed	O	O
Any owner installed exterior/interior improvement not otherwise listed	O	O

*If in the future, the Association converts all private driveways from asphalt to concrete, as a Common Expense of the Association. While the driveways are asphalt, they are Association responsibility. Once the driveways are converted to concrete, they are Owner responsibility.

Glen Meadows Home Owner's Association

Minutes – 2.15.2021

Board members present: Jennifer Sears – President, Dana Hart – Vice President, Virginia Axtell – Financial Support, Diana Moore – Secretary, Diana Alcantar, and Joe Gianotto.

Ryan from 4 Corners met with the board prior to the start of the meeting. He was finishing up the documents showing the expense / repairs done on each unit as a result of the 2018 hail storm. Total amount to be paid out is \$511,053.04. Each homeowner will receive a copy pertaining to their unit. The plan now is to move forward and finally pay 4 Corners for this job. Ryan will go by OneWay's office and pick up a check next week. Diana M. made the motion to proceed with the payment, Jennifer seconded and all were in favor.

HOA Agenda

1. Meeting was called to order at 5:15 pm.
2. Last board meeting minutes were dated 1/25/2021 and have been approved with corrections.
3. Treasurer's Report
 - Operating and Money Market Accounts 608,424. Breakdown is as follows:
 - \$ 143,217 reserve fund.
 - \$ 13,000 reserves – Retaining Walls
 - \$ 14,145 special assessment fund.
 - \$ 442,358 Hail Insurance Claims (2018).
 - \$ (4,295) operating fund.
 - \$ 2,634 Delinquent
 - Discussion of monthly bills.
 - Treasurer's report was filed.
4. Architectural Requests – Unit 1750 submitted ARC to replace all windows in the units. After some discussion it was approved. OneWay will send an approval letter to the homeowners.
5. Director's Report
 - Next zoom meeting is scheduled for March 15 with just the GM board.
 - April 19 zoom meeting scheduled with OneWay.

February, 2021 final – approved with corrections

6. OneWay Community Management Report/Emails/Old Business.

Gutter pan replacement – the board voted to accept the bid from Estes Valley Asphalt. Their bid was for \$6,693. Jennifer made the motion to accept and move forward on this project, Diana M. seconded and all were in favor.

Pool tile repair will not happen this year due to the fact that we had not set money aside for that job. We will see what the 2022 season looks like. OneWay will request a bid from Clarity Pools for maintenance.

7. New Business

Scott from FLM met with the board to talk about water saving methods. Cost of water is getting more and more expensive and we need to come up with ways to help bring down that expense. Last year we were 28% over the budgeted amount for water. City of Greeley is promoting a Life after Lawn program which might be beneficial to GM.

In short we need to come up with a plan to cut back on water usage. Scott is completing the application as well as drawing/plan to be submitted to the City of Greeley. The board has requested that we receive the document by March 4th giving the board time to look them over and get back to Scott with any questions/comment prior to submission. Applications are due back to the City of Greeley on March 15th.

What we are proposing this year will be considered Phase I. This phase will include area of grass removal along Reservoir Rd. It will be a work in progress over the next 5 years or so.

Homeowners interested in learning more about this project can go to the following website:
<http://greeleygov.com/services/ws/conservation/life-after-lawn>

Due to our inability to have an Annual Meeting, and could not approve new budget the budget for 2020 is now the same budget for 2021. There were no budget adjustments made to help absorb some of the proposed water conservation expenses. However, the board voted to reduce the budget for this year's tree trimming/removal down to \$1750.

Spring Clean Up has been scheduled for April 24th. Cassie will send an email blast out to all homeowners.

Cassie will email out a spring newsletter for the board to review – soon 😊.

7. Meeting adjourned at 6:45 pm.

February, 2021 final – approved with corrections

THINGS TO REMEMBER!!!!

1. **SEWER LINES** – The main sewer line is the responsibility of the association. However, each homeowner is responsible for the sewer line from their unit to the main line. Many of our units have their sewer line running under driveways to the main line. It would be at the homeowners expense to tear up and repair the driveway. Homeowners should make it a practice to have their line jetted out once a year. Royal T Rooter is the company to use as they know our area. They charge \$95.00 and will bill you. If your access is outside you do not need to be home. Their phone number is 970-353-3700.
2. Remember we are responsible for a three foot area around each of our properties.

3. REMEMBER TO PICK UP AFTER YOUR PETS.

4. SPEED LIMIT IN GM IS 15 MILES PER HOUR – SLOW DOWN PLEASE.

5. Terms Expiration:

December 2020

Jennifer Sears
Ginny Axtell

December 2021

Dana Hart
Diana Moore
Joe Gianotto

December 2022

Diana Alcantar

- - Direction on how to access OneWay Management Website .
Type in address: www.onewayhoa.com

User Name Login: your email address
Password: your password



Balance Sheet

As of 3/31/2021, Cash Basis

OneWay Community
Management
1008 8th St
Greeley, CO 80631
970-515-5004
info@onewayhoa.com

Glen Meadows HOA

Assets

Current Asset

Glen Meadows- Operating 1st Bank	29,141.88
Glen Meadows- Reserve - MMA CBC	66,032.98
Glen Meadows- Savings- 1st Bank	8,000.08
Total Current Asset	\$103,174.94

Total Assets

\$103,174.94

Liabilities

Total Liabilities

\$0.00

Equity

Opening Balance Equity	121,955.94
Retained Earnings	481,653.05
Net Income	(500,434.05)
Total Equity	\$103,174.94

Total Liabilities & Equity

\$103,174.94



Budget vs. Actuals

Cash basis

OneWay Community
Management
1008 8th St
Greeley, CO 80631
970-515-5004
info@onewayhoa.com

Glen Meadows HOA - 2021 (2020) COVID19- Last ratified budget

	3/1/2021 - 3/31/2021				1/1/2021 - 3/31/2021			
Account	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Income								
Association Fee Income	9,745.00	9,350.00	395.00	104.22 %	31,430.00	28,050.00	3,380.00	112.05 %
Working Capital Income	550.00	0.00	550.00	--	550.00	0.00	550.00	--
Total for Income	\$10,295.00	\$9,350.00	\$945.00	110.11 %	\$31,980.00	\$28,050.00	\$3,930.00	114.01 %
Expenses								
ADMINISTRATIVE								
Administration Fees	0.00	30.00	(30.00)	0.00 %	0.00	90.00	(90.00)	0.00 %
Postage and Delivery	55.00	12.50	42.50	440.00 %	55.00	37.50	17.50	146.67 %
Printing	0.00	20.83	(20.83)	0.00 %	0.00	62.50	(62.50)	0.00 %
Reconcile Bank Accounts	70.00	0.00	70.00	--	105.00	0.00	105.00	--
Supplies	0.00	8.33	(8.33)	0.00 %	0.00	25.00	(25.00)	0.00 %
Transfer to Reserve	1,666.67	1,666.67	0.00	100.00 %	5,000.01	5,000.00	0.01	100.00 %
Transfer to Reserves- Retaining Walls	1,000.00	1,000.00	0.00	100.00 %	3,000.00	3,000.00	0.00	100.00 %
Total for ADMINISTRATIVE	\$2,791.67	\$2,738.33	\$53.34	101.95 %	\$8,160.01	\$8,215.00	(\$54.99)	99.33 %
BUILDING MAINTENANCE								
General Repairs	0.00	266.67	(266.67)	0.00 %	0.00	800.00	(800.00)	0.00 %
Total for BUILDING MAINTENANCE	\$0.00	\$266.67	(\$266.67)	0.00 %	\$0.00	\$800.00	(\$800.00)	0.00 %
CLUBHOUSE and POOL								
Pool Maint & Repair	0.00	291.67	(291.67)	0.00 %	0.00	875.00	(875.00)	0.00 %
Total for CLUBHOUSE and POOL	\$0.00	\$291.67	(\$291.67)	0.00 %	\$0.00	\$875.00	(\$875.00)	0.00 %



Budget vs. Actuals

Cash basis

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Account	3/1/2021 - 3/31/2021				1/1/2021 - 3/31/2021			
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
GROUNDS MAINTENANCE Maintenance - Repair Snow Removal Total for GROUNDS MAINTENANCE	0.00 2,147.50 \$2,147.50	166.67 500.00 \$666.67	(166.67) 1,647.50 \$1,480.83	0.00 % 429.50 % 322.13 %	0.00 7,095.00 \$7,095.00	500.00 1,500.00 \$2,000.00	(500.00) 5,595.00 \$5,095.00	0.00 % 473.00 % 354.75 %
INSURANCE Directors and Officers Insurance General Liability Insurance Total for INSURANCE	0.00 0.00 \$0.00	64.17 580.83 \$645.00	(64.17) (580.83) (\$645.00)	0.00 % 0.00 % 0.00 %	0.00 0.00 \$0.00	192.50 1,742.50 \$1,935.00	(192.50) (1,742.50) (\$1,935.00)	0.00 % 0.00 % 0.00 %
LANDSCAPE MAINTENANCE Irrigation Maintenance and Repair Lawn Care Contract Tree & Shrub care Weed control Total for LANDSCAPE MAINTENANCE	0.00 0.00 0.00 0.00 \$0.00	333.33 1,433.33 291.67 86.67 \$2,145.00	(333.33) (1,433.33) (291.67) (86.67) (\$2,145.00)	0.00 % 0.00 % 0.00 % 0.00 % 0.00 %	0.00 0.00 0.00 0.00 \$0.00	1,000.00 4,300.00 875.00 260.00 \$6,435.00	(1,000.00) (4,300.00) (875.00) (260.00) (\$6,435.00)	0.00 % 0.00 % 0.00 % 0.00 % 0.00 %
LEGAL and PROFESSIONAL FEES Legal Fees Management Fees State Filing Fees Tax Preparation Fees Taxes- State and Federal	0.00 1,110.00 0.00 0.00 0.00	83.33 525.00 27.50 12.50 8.33	(83.33) 585.00 (27.50) (12.50) (8.33)	0.00 % 211.43 % 0.00 % 0.00 % 0.00 %	55.00 1,665.00 0.00 0.00 0.00	250.00 1,575.00 82.50 37.50 25.00	(195.00) 90.00 (82.50) (37.50) (25.00)	22.00 % 105.71 % 0.00 % 0.00 % 0.00 %



Budget vs. Actuals

Cash basis

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Management
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Account	3/1/2021 - 3/31/2021				1/1/2021 - 3/31/2021			
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Total for LEGAL and PROFESSIONAL FEES	\$1,110.00	\$656.67	\$453.33	169.04 %	\$1,720.00	\$1,970.00	(\$250.00)	87.31 %
UTILITIES								
Electric	140.93	308.33	(167.40)	45.71 %	724.10	925.00	(200.90)	78.28 %
Gas	64.80	100.00	(35.20)	64.80 %	97.78	300.00	(202.22)	32.59 %
Trash Service	398.62	375.00	23.62	106.30 %	1,199.55	1,125.00	74.55	106.63 %
Water	2,194.54	2,416.67	(222.13)	90.81 %	3,357.30	7,250.00	(3,892.70)	46.31 %
Total for UTILITIES	\$2,798.89	\$3,200.00	(\$401.11)	87.47 %	\$5,378.73	\$9,600.00	(\$4,221.27)	56.03 %
Total for Expenses	\$8,848.06	\$10,610.00	(\$1,761.94)	83.39 %	\$22,353.74	\$31,830.00	(\$9,476.26)	70.23 %
Net Operating Income	\$1,446.94	(\$1,260.00)	\$2,706.94	0.00 %	\$9,626.26	(\$3,780.00)	\$13,406.26	0.00 %
Non-operating Income								
Interest Income	4.62	41.67	(37.05)	11.09 %	176.60	125.00	51.60	141.28 %
Legal Judgement- Dues/Insurance/Court Fees	0.00	676.17	(676.17)	0.00 %	0.00	2,028.50	(2,028.50)	0.00 %
Transfer From Operating- Reserves	1,666.67	1,666.67	0.00	100.00 %	5,000.01	5,000.00	0.01	100.00 %
Transfer From Operating- Retaining Walls	1,000.00	1,000.00	0.00	100.00 %	3,000.00	3,000.00	0.00	100.00 %
Total for Non-operating Income	\$2,671.29	\$3,384.50	(\$713.21)	78.93 %	\$8,176.61	\$10,153.50	(\$1,976.89)	80.53 %
Non-operating Expenses								
Capital Expense - Asphalt Maintenance	0.00	500.00	(500.00)	0.00 %	0.00	1,500.00	(1,500.00)	0.00 %
Capital Expense - Concrete Drain Pans	6,693.00	0.00	6,693.00	--	6,693.00	0.00	6,693.00	--
Capital Expense - Hail Damage Repairs	511,053.04	0.00	511,053.04	--	511,053.04	0.00	511,053.04	--
Capital Expense - Retaining Walls	0.00	583.33	(583.33)	0.00 %	0.00	1,750.00	(1,750.00)	0.00 %



Budget vs. Actuals

Cash basis

OneWay Community
Management
1008 8th St
Greeley, CO 80631
970-515-5004
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Account	3/1/2021 - 3/31/2021				1/1/2021 - 3/31/2021			
	Actual	Budget	Over Budget	% of Budget	Actual	Budget	Over Budget	% of Budget
Capital Improvement - Landscape Project	0.00	250.00	(250.00)	0.00 %	0.00	750.00	(750.00)	0.00 %
Total for Non-operating Expenses	\$517,746.04	\$1,333.33	\$516,412.71	38,830.95 %	\$517,746.04	\$4,000.00	\$513,746.04	12,943.65 %
Net Non-operating Income	(\$515,074.75)	\$2,051.17	(\$517,125.92)	25,111.31 %	(\$509,569.43)	\$2,153.50	(\$515,722.93)	24,280.97 %
Net Income	(\$513,627.81)	\$791.17	(\$514,418.98)	- 64,920.30 %	(\$499,943.12)	\$2,373.50	(\$502,316.67)	- 21,063.54 %

**Glen Meadows HOA - 2021 (2020) COVID19- Last
ratified budget**

Account	Budget
Income	
Association Fee Income	\$112200.00
Total for Income	\$112200.00
Expenses	
ADMINISTRATIVE	
Administration Fees	\$360.00
Postage and Delivery	\$150.00
Printing	\$250.00
Supplies	\$100.00
Transfer to Reserve	\$20000.00
Transfer to Reserves- Retaining Walls	\$12000.00
Total for ADMINISTRATIVE	\$32860.00
BUILDING MAINTENANCE	
General Repairs	\$3200.00
Total for BUILDING MAINTENANCE	\$3200.00
CLUBHOUSE and POOL	
Pool Maint & Repair	\$3500.00
Total for CLUBHOUSE and POOL	\$3500.00
GROUNDS MAINTENANCE	
Maintenance - Repair	\$2000.00
Snow Removal	\$6000.00
Total for GROUNDS MAINTENANCE	\$8000.00
INSURANCE	
Directors and Officers Insurance	\$770.00
General Liability Insurance	\$6970.00
Total for INSURANCE	\$7740.00
LANDSCAPE MAINTENANCE	
Irrigation Maintenance and Repair	\$4000.00
Lawn Care Contract	\$17200.00
Tree & Shrub care	\$3500.00
Weed control	\$1040.00
Total for LANDSCAPE MAINTENANCE	\$25740.00
LEGAL and PROFESSIONAL FEES	
Legal Fees	\$1000.00
Management Fees	\$6300.00
State Filing Fees	\$330.00
Tax Preparation Fees	\$150.00
Taxes- State and Federal	\$100.00
Total for LEGAL and PROFESSIONAL FEES	\$7880.00
UTILITIES	
Electric	\$3700.00
Gas	\$1200.00
Trash Service	\$4500.00
Water	\$29000.00
Total for UTILITIES	\$38400.00
Total for Expenses	\$127320.00
Net Operating Income	-\$15120.00
Non-operating Income	
Interest Income	\$500.00
Legal Judgement- Dues/Insurance/Court Fees	\$8114.00
Transfer From Operating- Reserves	\$20000.00
Transfer From Operating- Retaining Walls	\$12000.00
Total for Non-operating Income	\$40614.00
Non-operating Expenses	
Capital Expense - Asphalt Maintenance	\$6000.00
Capital Expense - Retaining Walls	\$7000.00
Capital Improvement - Landscape Project	\$3000.00
Total for Non-operating Expenses	\$16000.00
Net Non-operating Income	\$24614.00
Net Income	\$9494.00