

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

TABLE OF CONTENTS

RESPONSIBLE GOVERNANCE POLICIES

| | |
|--|----|
| POLICY FOR CONDUCTING ASSOCIATION MEETINGS..... | 2 |
| POLICY FOR HANDLING CONFLICTS OF INTEREST OF EXECUTIVE BOARD MEMBERS | 5 |
| POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS..... | 8 |
| POLICY FOR INVESTMENT OF RESERVE FUNDS..... | 13 |
| POLICY FOR COLLECTION OF UNPAID ASSESSMENTS..... | 15 |
| POLICY FOR ENFORCEMENT OF COVENANTS AND RULES (INCLUDING NOTICE AND HEARING PROCEDURES AND SCHEDULE OF FINES)..... | 17 |
| PROCEDURES FOR THE ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES..... | 22 |

ARCHITECTURAL CONTROL GUIDELINES

| | |
|-------------------------------|----|
| ARCHITECTURAL GUIDELINES..... | 24 |
|-------------------------------|----|

MISCELLANEOUS POLICIES, PROCEDURES AND RESOLUTIONS

| | |
|--|----|
| RESOLUTION FOR COLLECTION OF DELINQUENT ASSESSMENTS..... | 30 |
| MISCELLANEOUS POLICIES..... | 32 |

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION
POLICY FOR CONDUCTING ASSOCIATION MEETINGS
Effective: Mar 1, 2009

1. Introduction.

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

2. Policy Purpose.

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

3. Member Meetings.

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

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

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

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

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

4. Board Meetings.

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

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

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

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

4.4 Meeting Minutes. Minutes of Board meetings will be taken by (a) the Association Secretary, (b) in the absence of the Secretary, any other officer designated by the President, or (c) a representative of the Association's management company,

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

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


CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION (the "Association") certifies that the foregoing Policy for Conducting Association Meetings was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on Feb. 4, 2009.

Dated this February 4, 2009.

CLEARVIEW P.U.D. HOMEOWNERS
ASSOCIATION

By:


Secretary

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION
POLICY FOR HANDLING CONFLICTS OF INTEREST
OF EXECUTIVE BOARD MEMBERS
Effective: Mar 1, 2009

1. Introduction.

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

2. Policy Purposes.

The purposes of this Policy are:

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

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

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

3. Identification and Disclosure of Conflict of Interest Situations.

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

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

3.2 Declaration and Disclosure of Conflict of Interest. A Board member who has a conflict of interest regarding any contract, decision or other action shall declare and disclose the conflict of interest in an open meeting before the Board conducts any substantive discussion of the issue. In making such declaration and disclosure, the affected Board member shall:

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

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

4.1 Discussion. Unless the Declaration provides for stricter limits on participation, in which case such stricter limits control, a Board member who has a conflict of interest may, after identifying and disclosing the conflict, participate in the Board's discussion of the pending contract, decision or other action.

4.2 Voting. A Board member who has a conflict of interest shall not vote on any matter related to consideration of the contract, decision or other action implicated by the conflict of interest.

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

5.1 Effect of Non-Compliance: Any contract, decision or other action of the Board which is adopted subject to a conflict of interest in violation of the identification, disclosure, and participation limitations set forth above shall be void and unenforceable.

5.2 Reconsideration / Ratification: Where the Board identifies a previous contract, decision or other action which was adopted in violation of the identification, disclosure and participation limits above, the Board shall, at an open meeting, take the matter up for reconsideration. At such meeting:

- a. The Board member with a conflict of interest shall fully identify and disclose the conflict as provided above; and
- b. The Board shall discuss the reason(s) why the identification, disclosure or participation limitations above were overlooked or otherwise improperly handled during previous adoption of the decision; and
- c. The Board shall discuss whether, after having considered the foregoing considerations, the contract, decision or other action should be ratified by a new vote in compliance with this Policy; and
- d. The Board shall conduct a new vote on the question of ratification, with the Board member(s) affected by the conflict of interest abstaining from participation in such vote, as required by this Policy.

6. Board Member Education.

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

CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION (the "Association") certifies that the foregoing Policy for Handling Conflicts of Interest was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on February 4, 2009.

Dated this February 4, 2009.

CLEARVIEW P.U.D. HOMEOWNERS
ASSOCIATION

By:

Secretary

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION
POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS
Effective: Mar 1, 2009

1. Introduction.

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

2. Policy Purposes.

The purposes of this Policy are to:

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

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

3. Document Retention Policy.

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

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

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

4. Procedure for Requesting Inspection of Records.

- 4.3 Document Inspection / Copying Request form. Any Association Unit Owner seeking to inspect or copy Association records shall submit a request in substantially the form of the attached “Records Inspection / Copying Request” to the Association through its managing agent, if applicable, or if the Association has no acting managing agent, then through the Association’s Secretary. The date on which a compliant written request is received by the responsible Association representative shall be deemed the “Date of Request.”

- 4.2 Review of Request. Upon receipt of a written Records Inspection / Copying Request, the Association’s managing agent, if applicable, or else the Association’s Secretary shall review the request and determine in good faith whether the purpose of the request is proper; whether the request describes the records sought with reasonable particularity; and whether the records sought are relevant to the purpose of the request. In making such determinations, consideration shall be giving to the following:

- a. Purpose of the Request. The reason stated by the requesting Unit Owner must be such that the request can be considered to have been interposed in good faith and for a proper purpose. For purposes of this section, any request which, on its face, appears to be interposed for purposes of commercial marketing, for direct sales campaigns, to enrich the owner making the request, or which is specifically calculated solely to annoy, harass, or oppress the Association or any Unit Owner or Unit Owners shall not be considered a “proper purpose.”
- b. Description of Materials Sought: A request shall state with reasonable particularity the records sought and their connection with the purpose identified as the reason for the request. For purposes of this section, for example, a request seeking “all association documents related to covenant violations” would not be a request made with reasonable particularity. However, a request identifying specific classifications of documents (such as minutes, decisions, contracts, or policies) that is appropriately limited in time and scope (i.e., seeking records for a specific and pertinent time frame) shall be considered to have been interposed with the required reasonable particularity.

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

5. Production of Records for Inspection / Copying.

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

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

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

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

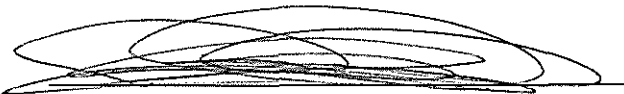
CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION (the "Association") certifies that the foregoing Policy Regarding Inspection and Copying of Association Records was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on February 4, 2009.

Dated this February 4, 2009.

CLEARVIEW P.U.D. HOMEOWNERS
ASSOCIATION

By:



Secretary

REQUEST FOR INSPECTION / COPYING OF ASSOCIATION RECORDS

Association Member Name: _____ Date: _____

Address: _____

Telephone #: _____

I HEREBY REQUEST THAT CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION PROVIDE ACCESS TO THE BOOKS AND RECORDS OF THE ASSOCIATION.

I. State the Purpose of the Request. _____

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

III. Type of Review: (choose one)

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

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

IV. Certification and Acknowledgement of Association Records Policies:

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

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

Member Signature: _____ Date: _____

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION

POLICY FOR INVESTMENT OF RESERVE FUNDS

Effective: Mar 1, 2009

1. Introduction.

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

2. Policy Purposes.

The purposes of this Policy are to:

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

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

2.3 Realize appropriate returns on the Association's investments.

3. Segregated Accounts.

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

4. Types of Investments.

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

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

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

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

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

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

5. Liquidity.

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

6. Laddering of Non-Liquid Investments.

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

7. Investment Advisor.

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

8. Control of Investments.

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

CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION (the "Association") certifies that the foregoing Policy for Investment of Reserve Funds was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on February 4, 2009.

Dated this February 4, 2009.

CLEARVIEW P.U.D. HOMEOWNERS
ASSOCIATION

By: 
Secretary

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION
POLICY FOR COLLECTION OF UNPAID ASSESSMENTS
Effective: Mar 1, 2009

1. Introduction.

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

2. Policy Purposes.

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

3. Collection of Unpaid Assessments.

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

- a. If Assessments are payable monthly, the Association shall send a letter demanding payment to any delinquent Owner owing two months of past due Assessments. The demand letter shall be mailed by regular United States mail within thirty days of the delinquent Owner becoming two months delinquent in the payment of Assessments. A late fee of \$100.00 will be assessed against the Owner if any unpaid amounts become past due.
- b. If Assessments are payable annually, the dues are due on March 31st each year. The Association will send out invoices each year on or about the first week in January. The Association will send out a follow-up statement on or about February 28 of each year to those who have not paid.

The account is considered past due if all amounts due are not received by the last day of March. A late fee of \$100 will be assessed against any owner on April 1st for any past due amounts owed the Association. In addition, the Association may turn the account over to its Legal Counsel and a demand letter will be sent by the Associations' counsel.

- c. In the event payment is not received from any delinquent Owner within thirty days after the date of the demand letter referenced above, the Association may:

- i. File an Assessment lien against the delinquent Owner's property;
- ii. Commence and maintain legal proceedings (lawsuits seeking personal judgments and foreclosure actions) for the recovery of delinquent Assessments, late fees, interest, attorney fees and costs as may be allowed by the Association Documents or CCIOA;
- iii. Pursue collection of judgments obtained against Owners; and
- iv. Take all other lawful action necessary to collect delinquent Assessments in accordance with the Association Documents and Colorado law.

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

4. Association's Attorney Fees and Costs.

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

CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION (the "Association") certifies that the foregoing Policy for Collection of Unpaid Assessments was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on Febr 4, 2009.

Dated this March 11, 2009.

CLEARVIEW P.U.D. HOMEOWNERS
ASSOCIATION

By: 

Secretary

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION
POLICY FOR ENFORCEMENT OF COVENANTS AND RULES (INCLUDING NOTICE
AND HEARING PROCEDURES AND SCHEDULE OF FINES)

Effective: Mar 1, 2009

1. Introduction.

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

2. Policy Purposes.

The purposes of this Policy are to:

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

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

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

3. Mediation.

3.1. Request for Mediation. In the event of a dispute between the Association and any Owner, except disputes regarding past due assessments or any matter that may require an injunction, restraining order or protection order for the protection of the community, either the Association or an Owner may request mediation by an independent, third-party mediator. A request for mediation (the "Request") must be in writing and mailed to the Association or Owner by U.S. Mail, first class postage prepaid to such address for the recipient shown by the public records. The Request shall be considered effective three days following deposit in the mail. The parties shall make reasonable efforts to select a mediator and schedule mediation of the dispute within thirty days after the effective date of the Request, or such longer time as the parties may agree upon in writing. If the mediation does not occur within thirty days (or longer if so agreed in writing), or the parties are unable to

settle the dispute through mediation, the Association or Owner may pursue any other lawful remedy allowed by the Association Documents or Colorado law.

3.2 Mediation Fees and Costs. Fees and costs associated with the mediation, including payment of fees to the mediator, shall be paid as follows:

- a. The requesting party shall pay the mediator in advance for the first two hours of mediation.
- b. If the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally by the Association and Owner(s) and paid at the conclusion of the mediation.
- c. The Association and any participating Owner may be represented by an attorney at the mediation. Each party shall pay their respective attorney fees associated with the mediation.
- d. If Owner requests mediation but fails to appear at the date and time scheduled for the mediation, the Owner shall pay all expenses of the Association related to the mediation, including attorney fees and costs, and those expenses shall be assessed against the Owner as part of the Owner's Assessment.

3.3. Continuation of Hearing and Imposition of Fines. A request for mediation shall not suspend or stay any hearing or imposition of fines in accordance with the Fine Policy set forth below. Any fines imposed prior to or after a request for mediation shall remain in place or continue to accrue (in the event of a continuing violation where a daily fine is imposed) pending mediation of the dispute. Unless otherwise agreed at mediation, such fines shall remain legally collectable as Assessments in accordance with the Association Documents and Colorado law.

3.4. Continuation of Legal Proceedings. If a lawsuit for the collection of Assessments or enforcement of the Association Documents is commenced prior to receiving a request for mediation, such request shall not suspend or stay the lawsuit. The lawsuit shall continue forward, in addition to the mediation process described above, unless otherwise agreed upon by the parties in writing.

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

4.1 Fine Policy. The Association may levy fines for violations of the Association Documents in accordance with the following notice and hearing procedures.

4.2 Notice of Violation ("Notice"). The Notice of Violation process is as follows:

- a. The Association or any member of the Association may note a violation. If noted by a member, the member should report the violation in writing to the Association at the Association's address.

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

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

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

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

- 4.5 Fines. If an Owner fails to timely correct a violation, the Board has the right to assess a one-time fine in the amount of \$100.00 - \$5,000.00 (as the Board deems reasonable and necessary to promote correction of the violation). In addition, the Board may assess daily fines for any continuing or persistent violation in the amount of \$15.00 - \$25.00 per day (as the Board determines to be reasonable and necessary to promote correction of the violation) until the Owner has corrected the violation. The Owner is responsible for notifying the Association in writing if and when the violation has been corrected. Any daily fine shall continue at the stated rate until the earlier of (a) the date on which the Owner gives written notice of correction, regardless of when the violation was corrected, or (b) 120 days after commencement of the daily fine.
- 4.6 Injunction. If the violation has not been corrected within 120 days after commencement of a daily fine, or after imposition of a one-time fine, the Association may commence the necessary legal proceedings under the Association Documents or under Colorado law to compel correction of the violation as well as to recover any unpaid fines, court costs, attorney=s fees and other Association expenses arising from the violation. Nothing in this paragraph shall preclude the Association from commencing legal proceedings to correct the violation prior to expiration of the 120 day period.
- 4.7 Collection of Fines. Assessed fines may be billed to the Owner by U.S. Mail, and are legally collectable as Assessments in accordance with the Association Documents and Colorado law. The fines are the personal obligation of the violating Owner and, in addition, constitute a lien against such Owner's property. Furthermore, the violating Owner is responsible for all costs and reasonable attorney fees incurred by the Association as a result of the violation.
- 4.8 Repeat Violations. A repeat violation is a violation committed by an Owner which is the same as the original violation committed by that Owner, and which occurs within twelve months after the original violation. A repeat violation is considered a continuation of the original violation, and thus an Owner committing a repeat violation is not entitled to the same hearing procedures set forth above. However the Association shall provide Notice of the repeat violation to the Owner in accordance with Section 4.2 above. If the repeat violation has not been corrected within the time period specified in the Notice for correction of the violation, then the fine (which will be determined by the board and may be up to double the amount of the fine assessed for the original violation) will commence upon the expiration of the correction time period, notwithstanding any other provisions of this Fine Policy to the contrary. An Owner committing a repeat violation shall have no right to a hearing on such repeat violation before the Board.
- 4.9 Fines Not Exclusive Remedy. Fines levied under this Policy are not the Association=s exclusive remedy for addressing a violation. Nothing in this Fine Policy precludes the Association from pursuing any other remedy provided under the Association Documents or under Colorado law for correcting the violation.

CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION (the "Association") certifies that the foregoing Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines) was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on February 4, 2009.

Dated this February 4, 2009.

CLEARVIEW P.U.D. HOMEOWNERS
ASSOCIATION

By:


Secretary

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION
PROCEDURES FOR THE ADOPTION AND AMENDMENT OF
POLICIES, PROCEDURES AND RULES

Effective: Mar 1, 2009

1. Introduction.

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

2. Policy Purposes.

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

3. Power to Adopt or Amend.

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

4. Notice to Owners.

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


CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION (the "Association") certifies that the foregoing Policy for the Adoption and Amendment of Policies, Procedures and Rules was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on February 4, 2009.

Dated this February 4, 2009.

CLEARVIEW P.U.D. HOMEOWNERS
ASSOCIATION

By:

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Secretary

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION

ARCHITECTURAL CONTROL GUIDELINES

Effective: Mar 1, 2009

I. SUBMISSION AND REVIEW OF PLANS:

Pursuant to Article IX of the Declaration of Protective Covenants, Conditions and Restrictions for Clearview P.U.D. Homeowners Association, the Architectural Control Committee has established the following requirements and standards for design, construction and materials in connection with Improvements:

1. Minimum Square Footages. No dwelling shall be erected, altered, or permitted to remain on any Lot unless the finished floor space area thereof, exclusive of basement, open porches, garages, and attached out-buildings, and based on exterior measurements, is not less than:

- a. 1200 square feet for a one-story dwelling;
- b. 1400 square feet for more than a one-story dwelling

2. Exterior Materials. Each dwelling shall have an exterior comprised of high quality materials appropriate for the home style and design being built. The brick coverage shall be a minimum of twenty-five percent (25%) of the front elevation with additional requirements for corner lots or plans with substantial side exposure to public pedestrian and vehicular view. Stone or stucco may be substituted for brick in cases where the architectural style would be further enhanced by this alternative. Siding style and material will be approved on a case-by-case basis, but may be Masonite, vinyl siding, stucco or natural wood product. No vertical siding will be allowed. Masonite lap siding shall have no more than eight (8) inches exposure. Any other siding must have the written approval of the Architectural Control Committee. Enhancing architectural features such as grids in windows, gable vents, box soffits, and front porches with decorative railing are encouraged by the Architectural Control Committee and may be required at the discretion of the Committee. **No modular or prefabricated construction of any kind shall be permitted.**

3. Exterior Color. The exterior paint, stain, or other coloring materials to be utilized on any dwelling, outbuilding, fence, wall, or other exterior structure shall be of a muted tone and shall first be approved in writing by the Architectural Control Committee. In the event any homeowner wants to change the color of his or her residence, they may do so only with the prior written approval of the Architectural Control Committee.

4. Roof Pitch and Material. Each dwelling erected within the subdivision shall have a minimum roof pitch of 5:12. Roofing materials will be approved on a case-by-case basis, but

must be, at a minimum, a 30-year warranty laminated composition shingle. No roof vents shall be installed on the street side of any roof.

5. Roof Overhangs. Roof overhangs shall be a minimum of twelve (12) inches. This shall apply to both soffits and eave overhangs.

6. Garage Doors. Garage doors may be of a metal/steel material.

7. Garages. Each dwelling shall have a minimum two (2) car and a maximum three (3) car attached garage. Any dwelling with a three (3) car garage shall have a minimum offset of one (1) foot and a maximum offset of four (4) feet on the third car bay.

8. Similar Plans. If similar house plans are used, the plan must be separated by at least two (2) other lots unless there are significant architectural differences between the plans.

9. Fencing. All fencing plans must be submitted and approved by the Architectural Control Committee and will be considered on a case-by-case basis. As a general standard, in the first filing, fencing shall not exceed six (6) feet in height and shall be constructed of cedar or vinyl with pickets no less than four (4) inches and no greater than six (6) inches in width. No prefabricated fence panels will be allowed. No chain link fencing will be allowed except within an enclosed area invisible to public pedestrian and vehicular view. No dog run shall be nearer than two (2) feet to the Owner's property line. Properties that back up to open space may have special requirements. In the second filing, fencing shall be of either a six (6) foot privacy or four (4) foot 3-rail style. Fencing shall be constructed of white vinyl with a minimum vinyl thickness of 0.15" for posts and 0.10" for rails. Posts shall be a minimum of 5" x 5" and buried a minimum depth of 24" in concrete. No chain link fencing will be allowed except within an enclosed area invisible to public pedestrian and vehicular view. No dog run shall be nearer than two (2) feet to the Owner's property line. Any property side that backs up to open space cannot have privacy fencing. Three-rail fencing is required in these areas. A wire mesh can be installed on the inside of the split-rail to provide more containment.

10. Clotheslines. No clotheslines are to be installed on any Lot unless submitted to Architectural Review Committee or Homeowners Association Board for approval prior to installation.

11. Setback Requirements. All even numbered residential lots shall have a minimum front setback of twenty-five (25) feet and all odd numbered residential lots shall have a minimum front setback of twenty (20) feet.

12. Site Planning. Overall site planning and grading of each Lot shall be provided for the approval of the Architectural Review Committee. A Grading/Drainage plan certified by a qualified surveyor or engineer must be submitted upon completion of any dwelling on any Lot.

13. Landscaping. As required by the Town of Johnstown Ordinance No. 2002-689 for the issuance of a certificate of occupancy, at least one (1) one and one-half (1 1/2) inch caliper tree shall be provided for each lot of seventy (70) foot frontage or less and at least two (2) trees for every lot in excess of seventy (70) foot frontage. For corner lots, at least one (1) tree shall be required for each street. Corner lots have two (2) frontages. If the street frontage is in excess of seventy (70) feet, then the requirement is two (2) trees per street frontage. Back yard trees may count, provided they are planted along the road. The trees shall be located so as not to interfere with sight distance at driveways. The Planning and Zoning Commission shall furnish a list of acceptable trees. Street trees shall be installed in conjunction with the issuance of a building permit and prior to issuance of a certificate of occupancy or a certificate from a local nursery must be provided to the homeowner with a copy to the Building Inspector.

All landscaping plans including a timetable for starting and completion must be submitted and approved by the Architectural Control Committee within ninety (90) days after the dwelling is complete and will be considered on a case-by-case basis. Each lot shall have a maximum irrigated area equal to fifty percent (50%) of the total lot area. Any lot shall have completed landscaping no later than one (1) year after the dwelling is inhabited.

SPECIAL REQUIREMENTS FOR SECOND FILING:

1. House Elevations. The Town of Johnstown will be working collectively with the Architectural Control Committee. House elevations are subject to Town of Johnstown approval and shall be reviewed by the Town Planner at permit application and prior to the issuance of building permits. Approval or disapproval by the Town Planner shall be considered the only approval required by the Architectural Control Committee for house elevations. Exterior Colors, landscaping, fencing, etc. must be submitted directly to the Architectural Control Committee, not to the Town.

2. Fencing. All fencing plans must be submitted and approved by the Architectural Control Committee and will be considered on a case-by-case basis. As a general standard, fencing shall be of either a six (6) foot privacy or four (4) foot 3-rail style. Fencing shall be constructed of white vinyl with a minimum vinyl thickness of 0.15" for posts and 0.10" for rails. Posts shall be a minimum of 5" x 5" and buried a minimum depth of 24" in concrete. No chain link fencing will be allowed except within an enclosed area invisible to public pedestrian and vehicular view. No dog run shall be nearer than two (2) feet to the Owner's property line. Properties that back up to open space may have special requirements.

CLEARVIEW PUD

Landscape Plan Submittal Requirements

Intent

Landscape improvements become the final critical element in the overall streetscape, architectural integrity and aesthetics of the development. A properly conceived and well-designed landscape program will intimately be the single most important value-enhancing element for Clearview.

All landscape improvements that are to be constructed, whether the original landscaping when the home is constructed or subsequent landscape improvements, are subject to review by the ACC.

Plan Submittal

Once a landscape plan is prepared, two (2) copies of the plan shall be submitted to the Homeowner Association's (HOA) Management Company. All landscape plans including a timetable for starting and completion must be submitted and approved by the Architectural Control Committee (ACC) within ninety (90) days after the dwelling is complete and will be considered on a case-by-case basis. Each lot shall have a maximum irrigated area equal to or less than fifty (50%) percent of the total lot area. Any lot shall have completed landscaping no later than one (1) year after the dwelling is inhabited.

The landscape plan shall contain the following information:

1. Lot number, block number, filing number, address, owner, and name of person preparing the plan as well as the date and scale of the plan.
2. All existing and proposed conditions including: house, driveways, sidewalks, patios, decks, walks, natural features, drainageways and swales, berms, fencing (type, location, color, height, and location of gates), trees, shrubs, perennials and groundcovers with botanical or common names and sizes as well as all planting bed locations with the type of mulch in the beds (ie: wood, rock, etc.). All landscape features shall also be shown and detailed on the plan, including walls, fences, gardens, hot tubs, walks, patios, decks, gazebos, water features, boulders, structures, play equipment, basketball hoops, lighting, etc. The square footage of the lot as well as the square footage of the proposed irrigated turf areas must also be shown on the plan.
3. Within two (2) weeks following submittal, the Architectural Control Committee (ACC) shall provide written comments to the Owner. Should the plans be approved as submitted, the Owner shall apply for the appropriate building and/or irrigation permit(s) from the Town of Johnstown, and when approved, begin construction. In the event that revisions are needed or that the plan is denied, the Owner shall revise the plan and resubmit it to the Management Company. Construction may not begin until written approval is granted by the ACC.

Landscape Design Standards

1. **Final Grade.** The builder is responsible for maintaining the proper finished lot grade and the Owner/landscape contractor shall provide for the final fine grading which will occur at the time of landscaping. This final fine grade shall include the final shaping of berms, retaining wall areas, drainage patterns and the landscape requirements of the plan.
2. **Drainage.** The final drainage for each lot shall take water from the lot out to the street or along the back and/or rear property lines out to the open space areas. If drainage occurs down the side of the lot or near property line, grading must be coordinated with the adjacent property owner to prevent drainage across adjacent properties. Coordination of landscape beds and turf areas must occur between properties in order to provide for design continuity between properties and mitigate rapid runoff and wash out of turf or mulch areas.
3. **Berms.** Landscaped berms can significantly add to the overall quality and appearance of a landscape design. These berms should be smooth, gently rolling land forms which appear to blend naturally with the final grading. Slopes and berms should not exceed three (3) to one (1) with the top of the berm flatter than the sides.
4. **Minimum Tree/Shrub Placement and Sizes.** As required by the Town of Johnstown Ordinance No. 2002-689 for issuance of a Certificate of Occupancy, at least one (1), one and one-half (1 ½) inch caliper tree shall be provided for each lot of seventy (70) foot of frontage or less and at least two (2) trees for every lot in excess of seventy (70) foot of frontage. For corner lots, at least one (1) tree shall be required for each street. Corner lots have two (2) frontages. If the street frontage is in excess of seventy (70) feet, then the requirement is two (2) trees for each frontage in excess of seventy (70) feet. Back yard trees may count, provided they are planted along the road. The trees shall be located so as not to interfere with sight distance at driveways. The Planning and Zoning Commission shall furnish a list of acceptable trees. Street trees shall be installed in conjunction with the issuance of a building permit and prior to issuance of a certificate of occupancy or a certificate from a local nursery must be provided to the homeowner with a copy to the Building Inspector.

These street trees shall be installed by the builder or homeowner in accordance with the Town of Johnstown approved "Clearview P.U.D. Homeowners Association Final Landscape and Street Lighting Plan" on file with the HOA's management company and the Town of Johnstown. The size and species of all street trees are shown on the Final Landscape Plan and no modifications or deviations from the plan shall be allowed. The homeowner's submitted landscape plan shall show the correct species and location of the required street trees per the approved Final Landscape and Street Lighting Plan.

5. **Retaining Walls.** Retaining walls shall be as low as possible and integrated into the entire landscape plan. The use of terracing is required in order to maintain a maximum height of four (4) feet whenever possible. Walls must be made of the same materials of the building structure or of stone to complement the structure. Flagstone, moss rock, rhyolite and brick are encouraged.
6. **Screening.** Garages, parking areas, utility boxes, pet enclosures, play equipment, hot tubs and other such items shall be screened from adjoining residences as much as possible.

The rear area of the residence should provide for outdoor use areas and have adequate screening to protect the privacy and view of the Owner as well as surrounding neighbors.

7. Maintenance. All landscaping and yards shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plant material, elimination of weeds and removal of trash.

The Association is responsible for the maintenance in the open space parcels throughout the project. Adjacent lot owners may perform maintenance functions on a more frequent schedule if desired; however, the Association assumes no liability for any grounds maintenance other than what is stated here.

ENFORCEMENT:

Failure to conform to these guidelines or obtain necessary approval from the ACC will be a violation of the Declaration of Covenants, Conditions and Restrictions for (CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION). The Association shall have the right to exercise any remedy provided for in the Declaration, other Association documents and Colorado law.

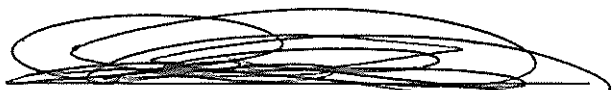
CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION (the "Association") certifies that the foregoing Architectural Guidelines were approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on Feb 4, 2009.

Dated this Feb 4, 2009.

CLEARVIEW P.U.D. HOMEOWNERS
ASSOCIATION

By:


Secretary

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION
RESOLUTION FOR COLLECTION OF DELINQUENT ASSESSMENTS
Effective Mar 1, 2009

The CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION, a Colorado non-profit corporation (the "Association"), through its Board of Directors, adopts this Resolution to provide for the timely and efficient collection of delinquent assessments as provided for in the (Declaration) and Colorado Common Interest Ownership Act ("CCIOA").

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

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

The Association recognizes that it has the power to decide whether to accept an offer of settlement from a delinquent unit owner either before or after legal proceedings are commenced. The Association wishes to grant the Attorney that power for the limited purpose of collecting delinquent assessments, late fees, interest, attorney fees and costs as may be allowed by the Declaration or CCIOA. In the event a proposed settlement may result in less than full payment to the Association, the Attorney shall have the authority, in the exercise of its reasonable

judgment, to settle for not less than ninety percent (90%) of the total amount (assessments, late fees, interest, attorney fees and costs) owed by delinquent unit owners. If the Attorney deems settlement advisable for less than ninety percent (90%) of the total amount owed to the Association, approval for such settlement must be obtained from the Association through its Board of Directors or managing agent.

This Resolution shall be effective as of the date set forth above and shall continue until the Association gives the Attorney written notice that it has been amended or revoked.

CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION (the "Association") certifies that the foregoing Resolution for Collection of Delinquent Assessments was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on February 4, 2009.

Dated this February 4, 2009.

CLEARVIEW P.U.D. HOMEOWNERS
ASSOCIATION

By:



Secretary

CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION

Miscellaneous Policies

Effective: Mar 1, 2009

1. Introduction.

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

2. Policy Purposes.

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

A. Lot Maintenance.

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

1. Keeping lots free of trash and other debris;
2. Keeping lots free of any weeds over 10 inches high, including but not limited to weeds around any utility box on the lot;
3. Keeping all weeds or grasses trimmed and edged so they do not grow onto or over any sidewalk adjacent to the lots;
4. Keeping all weeds between the street and sidewalk adjacent to the Owner's lot maintained as set forth above.

5. No Owner shall allow any dumping of any materials (other than piles of dirt), trash or debris of any kind on any empty lot.
6. It is recommended that each lot shall be sprayed with weed-control to avoid further growth of weeds on the lot.
7. Each lot may be inspected on the first day of each month year round. If the lot is not in compliance with any one of these conditions set forth above, the Association will contract the work to be done on that lot to bring it into compliance. The association will not be required to send a warning letter or notice to the offending lot owners.
8. The first offense, the owner of the lot will be responsible for paying the cost to the association of the work that was completed. The second offense will be a fine of \$200 plus the cost of the work. The third and subsequent offenses will be a fine of \$300 plus the cost of the work. All charges will be due and payable to the association within 30 days from the time the invoice is mailed to the owner.

B. Late Fees.

The association charges late fees of \$100 for all past due amounts.

C. Pet Control.

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

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

D. Signs.

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

E. Sheds.

Sheds, outbuildings, and other structures will be reviewed on a case by case basis, and must be approved by the Architectural Review Committee before being allowed. In the event there is not an Architectural Review Committee the Board of Directors shall serve in that capacity.

The criteria for review are as follows:

1. Maximum height will be 8 feet 0 inches, measured from base to the highest point of the shed.
2. Maximum area of shed, measured outside wall to outside wall will not exceed 100 square feet.
3. The sides of the shed must match the house as closely as possible. Paint samples of the house and shed must be provided to the Architectural Review Committee.
4. If there are shingles on the shed, the color must match the house shingles as closely as possible. Paint samples must for the shed shingles and house shingles must be provided to the Architectural Review Committee.
5. The Architectural Review Committee must approve the location of the shed.
6. If a building permit is required, the owner is responsible for obtaining it before commencing the construction of the shed.
7. Approval must be given to owners of existing sheds and the sheds must meet the criteria stated above. A request for approval must be submitted to the Architectural Review Committee; otherwise, the shed will be in violation of the covenants.

3. Enforcement.

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

CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION (the "Association") certifies that the foregoing Policy for Enforcement of Covenants and Rules (Including Notice and Hearing Procedures and Schedule of Fines) was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on Feb. 4, 2009.

Dated this Feb 4, 2009.

CLEARVIEW P.U.D. HOMEOWNERS
ASSOCIATION

By:


Secretary