

**PIONEER RIDGE COMMUNITY ASSOCIATION, INC.
RULES AND REGULATIONS**

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**PIONEER RIDGE COMMUNITY ASSOCIATION
POLICY FOR CONDUCTING ASSOCIATION MEETINGS
Effective: August 9, 2022**

1. Introduction.

The Board of Directors (“Board”) of Pioneer Ridge Community Association, a Colorado nonprofit corporation (“Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Community Declaration for Pioneer Ridge (“Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act, as amended (“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, as amended (“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, and except as set forth in the code of conduct below, 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 Code of Conduct. The following code of conduct shall apply to meetings of the Members:

3.3.1 Anyone wishing to speak must first be recognized by the meeting chair.

3.3.2 Members shall not interrupt anyone who validly has the floor.

3.3.3 When speaking, Members shall abide by any time limits set by the meeting chair for comment.

3.3.4 Members shall at all times speak and otherwise behave with common courtesy and civility. In particular, Members shall refrain from personal attacks, and from using profane, rude or threatening language.

3.3.5 Any comments should be relevant to the agenda item being discussed.

3.3.6 No Member may speak for a second time on an issue until everyone who wants to speak about that issue has been given the chance to speak once.

3.3.7 Members may not speak more than twice on any one issue, subject to the discretion of the meeting chair.

3.3.8 Members shall obey all orders made by the meeting chair, including an order to step down (i.e., an order to stop speaking and yield the floor).

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

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

3.5 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. Because minutes of Member meetings will be taken, and in order to encourage full discussion by the Members, no Member meeting may be recorded by audio or video means unless otherwise allowed by the Board in its sole discretion.

3.6 Proxies. Votes allocated to a Unit or Lot may be cast pursuant to a duly executed proxy by the Unit or Lot Owner. If a Unit or Lot is owned by more than one person, each owner of the Unit or Lot may vote or register a protest to the casting of votes by the other owners of the Unit or Lot through a duly executed proxy. A Unit or Lot owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven months after its date, unless the proxy itself indicates an earlier termination date.

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, and except as set forth in the code of conduct below, 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 Code of Conduct. The following code of conduct shall apply to meetings of the Board:

4.3.1 Directors shall conduct themselves in a professional and businesslike manner.

4.3.2 No personal attacks may be made against other Directors, Association Members, residents or managing agents.

4.3.3 Directors shall at all times speak and otherwise behave with common courtesy and civility. In particular, Directors shall refrain from personal attacks, and from using profane, rude or threatening language.

4.3.4 Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.

4.4 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.
- Adjournment.

4.5 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.

Because minutes of Board meetings will be taken, and in order to encourage full discussion by the Directors, no Board meeting may be recorded by audio or video means unless otherwise allowed by the Board in its sole discretion.

4.6 Executive Sessions. Executive or closed-door sessions of the Board shall be conducted in accordance with CCIOA (C.R.S. § 38-33.3-308). Specifically with regard to delinquency issues with regard to Members, all discussions regarding delinquency shall be held in executive session. In order to proceed with collection action against any member, after compliance with all requirements of the Association's Collection of Unpaid Assessments Policy, a majority of the Board, at a meeting at which a quorum is present, must vote to pursue collection. Upon request of the delinquent member has the right to request the results of any relevant vote regarding the Member's delinquency. A record of such vote will be maintained in the Association's permanent records.

5. Variations.

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

6. Amendment.

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

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Pioneer Ridge Community Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Policy for Conducting Association Meetings was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on August 3, 2022.

Pioneer Ridge Community Association, a Colorado
nonprofit corporation

By: Karl D Hagman, President

PIONEER RIDGE COMMUNITY ASSOCIATION, INC.
POLICY REGARDING BOARD MEMBER CONFLICTS OF INTEREST

Adopted _____, 2014

The following Policy Regarding Board Member Conflicts of Interest has been adopted by Pioneer Ridge Community Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To adopt a policy and procedure to be followed when a Board member has a conflict of interest to ensure proper disclosure of the conflict and voting procedures.

THEREFORE, IT IS RESOLVED that the Association hereby adopts the following policy regarding Board member conflicts of interest:

1. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of the properties in the community. All members of the Board shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to, the Association. All members of the Board shall avoid conflicts of interest and conflicting interest transactions in their dealings with and representation of the Association and shall avoid the appearance of impropriety in those dealings.

2. Definitions.

a. “Conflict of interest” means circumstances under which a Board member may be unduly influenced in his or her decision making process in favor of or against any particular action.

b. “Conflicting interest transaction” means any contract, transaction, or other financial relationship between the Association and a Board member, or between the Association and a party related to a Board member, or between the Association and an entity in which a Board member of the Association is a director or officer or has a financial interest.

c. “Party related to a Board member” means a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the Board member or a party related to a Board member has a beneficial interest, or an entity in which a party related to a Board member is a director, officer, or has a financial interest.

Unless otherwise defined in this policy, capitalized terms herein shall have the same meaning as in the Declaration or the Association’s Articles of Incorporation or Bylaws.

3. No Loans to Board Members. No loans shall be made by the Association to Board members or officers. Any Board member or officer who assents to or participates in the making of such a loan shall be personally liable to the Association for the amount of the loan until repayment thereof.

4. Disclosure of Conflict of Interest or Conflicting Interest Transaction. At the commencement of any meeting of the Board, the Board shall afford an opportunity to all Board members to declare whether they have any conflicts of interest in any matter affecting the Association that has not previously been disclosed. In advance of entering into a conflicting interest transaction, the interested Board member shall declare at an open meeting of the Board, that a contract, transaction, or other financial relationship being contemplated or discussed by the Board may constitute a conflicting interest transaction with such Board member, and the interested Board member shall describe in detail all of the particular facts of the conflicting interest transaction and the conflict of interest giving rise thereto. If a Board member other than the interested Board member, in good faith, believes that the interested Board member has a conflict of interest, or that the contract, transaction or other financial relationship being contemplated or discussed might constitute a conflicting interest transaction, then such other Board member may disclose the facts upon which such belief is formed, and the remainder of the Board, not including the interested Board member, shall make a good faith determination as to whether a conflict of interest or conflicting interest transaction exists.

5. Action Upon Disclosure. After the interested Board member makes such a declaration, or the remainder of the Board determines that a conflict of interest or a conflicting interest transaction exists, the interested Board member may be counted as present for purposes of establishing a quorum of the Board, but the interested Board member shall not participate in a discussion of the matter giving rise to the conflict of interest or conflicting interest transaction, nor shall the interested Board member vote on the issue giving rise to the conflict of interest or the conflicting interest transaction.

6. Validity of Action. No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a Member or by or in the right of the Association, solely because (a) the conflicting interest transaction involves a Board member or a party related to a Board member or an entity in which the Board member is a director or officer or has a financial interest, or (b) the Board member is present at or participates in the meeting of the Association's Board or of a committee of the Board that authorizes, approves, or ratifies the conflicting interest transaction, or (c) the Board member's vote is counted for such purpose if:

- a. the material facts as to the Board member's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or
- b. the material facts as to the Board member's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the Board members entitled to vote thereon; or
- c. the conflicting interest transaction is fair as to the Association.

7. Supplement to Law. The provisions of this policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.

8. Periodic Review. The Board shall review this policy annually and revise if deemed necessary in its discretion.

Pioneer Ridge Community Association, Inc.

DocuSigned by:
By Karl Hagman
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President

This Policy Regarding Board Member Conflicts of Interest was adopted by the Board of Directors on the ___ day of _____, 2014, effective the ___ day of _____, 2014, and is attested to by the Secretary of Pioneer Ridge Community Association, Inc..

Secretary

PIONEER RIDGE COMMUNITY ASSOCIATION, INC.
POLICY REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS

Adopted _____, 2014

The following policy and procedures have been adopted by Pioneer Ridge Community Association, Inc. (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To establish a uniform policy and procedures for the inspection and copying of Association records by Association Owners; to establish the type of records kept by the Association or its agent; and to establish the cost of copying Association records.

WHEREAS, the Colorado Common Interest Ownership Act, in C.R.S. 38-33.3-317, gives all Owners the right, during reasonable business hours, to examine and copy the financial and certain other records of the Association.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing the inspection and copying of Association records:

1. Association Records. The following shall be the sole records of the Association for purposes of document retention and production to Owners:

- (a) Detailed records of receipts and expenditures affecting the operation and administration of the Association;
- (b) Records of claims for construction defects and amounts received pursuant to settlement of those claims;
- (c) Minutes of all meetings of its Owners and Board, a record of all actions taken by the Owners or Board without a meeting, and a record of all actions taken by any committee of the Board;
- (d) Written communications among, and the votes cast by, Board members that are:
 - (i) Directly related to an action taken by the Board without a meeting pursuant to section 7-128-202, C.R.S.; or
 - (ii) Directly related to an action taken by the Board without a meeting pursuant to the Association’s bylaws;

(e) The names of Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Owner is entitled to vote;

(f) Its current Declaration, Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, responsible governance policies adopted pursuant to section 38-33.3-209.5, and other policies adopted by the Board;

(g) Annual financial statements and most recently published financial statements, if any, showing in reasonable detail its assets and liabilities and results of operations for the past three years and tax returns of the Association for the past seven years, to the extent available;

(h) A list of the names, electronic mail addresses, and physical mailing addresses of its current Board members and officers;

(i) Its most recent annual report delivered to the Secretary of State;

(j) Financial records sufficiently detailed to enable the Association to comply with section 38-33.3-316(8) concerning statements of unpaid assessments;

(k) The Association's most recent reserve study, if any;

(l) Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;

(m) Records of Board or Committee actions to approve or deny any requests for design or architectural approval from Owners;

(n) Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;

(o) Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;

(p) All written communications within the past three years to all Owners generally as Owners;

(q) The Association's operating budget for the current fiscal year; and

(r) A list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies, which list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.

2. Request for Records. All records maintained by the Association shall be available for examination and copying (including electronic transmission if available) by an Owner or the Owner's authorized agent. Any Owner or authorized agent requesting records must submit a written request, describing with reasonable particularity the records sought, at least ten (10) days prior to inspection or production of the documents. Records may be inspected and copied between 9 AM and 4 PM, Monday through Friday, except for holidays, at the Association's management offices, if any, or the offices of the Association's Secretary, at the Board's Discretion. Notwithstanding the above, at the discretion of the Board, all records may also be inspected at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request to inspect has been received. Any permitted inspection must not disrupt the ordinary business activities of the Association or its managing agent.

3. Charges for Records. The Association may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of Association records, which may include the cost or recovery and re-storage of off-site records. The charge may not exceed the estimated cost of production and reproduction of the records. Unless otherwise provided in a Board resolution or in the management agreement for the Association, the pertinent parts of which shall be attached to the policy, the Association will charge twenty-five cents (\$.25) per page for copies, including electronic scans, of records. If after payment of the deposit it is determined that the actual cost was more than the deposit, Owner shall pay such amount prior to delivery of the copies. If after payment of the deposit it is determined that the actual cost was less than the deposit, the difference shall be returned to the Owner with the copies. There shall be no cost to any Owner accessing records which are required to be disclosed by Colorado law at no cost to Owners.

4. Purpose of Records Request. The Association may not condition the production of records upon the statement of a "proper purpose," except that Association records and the information contained therein shall not be used for any commercial purpose.

5. Membership Lists. A membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner without the prior consent of the Board. Without limiting the foregoing sentence, without the consent of the Board, a membership list, or any part thereof, may not be (a) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association; (b) used for any commercial purpose; or (c) sold to or purchased by any person.

6. Records That May Be Withheld. Records maintained by the Association may be withheld from inspection and copying at the Board's discretion to the extent that they are or concern:

(a) Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;

(b) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;

(c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine, including but not limited to confidential litigation files and matters covering consultation with legal counsel concerning disputes that are subject of pending or imminent court proceedings or are privileged or confidential between attorney and client.;

(d) Disclosure of information in violation of law;

(e) Files dealing with investigative proceedings concerning possible or actual criminal misconduct;

(f) Records of an executive session;

(g) Individual Lots other than those of the requesting Owner;

(h) Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board of Directors; or

(i) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

7. Records That Must Be Withheld. Records maintained by the Association are not subject to inspection and copying, and shall be withheld, to the extent that they are or concern:

(a) Personnel, salary, or medical records relating to specific individuals; or

(b) Personal identification and account information of members and residents, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers. However, if a member or resident provides the Association with prior written consent, either by electronic mail or other writing, to the disclosure of either their telephone numbers or electronic mail addresses, or both, the Association may publish that information to other members and residents. The written consent must be kept as a record of the Association and remains valid until the person withdraws it by providing the Association with a written notice of withdrawal of the consent. If a person withdraws his or her consent, the Association is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal.

8. Board's Discretionary Rights. At the discretion of the Board, certain records may only be inspected in the presence of a Board member. No records may be removed from the Association's principal office without the express written consent of the Board. If an Owner requests to inspect records, the Association may photocopy and provide the requested records to

the Owner in lieu of the Owner's inspection of the records, if consented to and paid for by the Owner.

9. Commercial Purpose. Association records and the information contained therein shall not be used for commercial purposes.

10. No Obligation to Create Documents. The Association is not obligated to compile or synthesize information in its records. If the Association agrees to compile or produce information or documents not identified in this policy as an Association record, the Association may charge additional fees to the requesting Owner to cover the actual expenses associated with such compilation or production.

11. Damages. The Association reserves the right to pursue any individual for damages or injunctive relief or both, including reasonable attorneys' fees, for abuse of these rights, including, but not limited to, use of any records for a prohibited purpose.

12. Deviations. The Board or its agent may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.

13. Supersedes Prior Policy. This policy supersedes in its entirety any other policy previously adopted by the Board addressing the inspection and copying of Association records.

Pioneer Ridge Community Association, Inc.

DocuSigned by:
By: Karl Hagman
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President

This policy regarding inspection and copying of Association records was adopted by the Board of Directors at a regular meeting held on the ___ day of _____, 2014, and is attested to by the Secretary of Pioneer Ridge Community Association, Inc.

Secretary

PIONEER RIDGE COMMUNITY ASSOCIATION, INC.
RESERVE FUND INVESTMENT POLICY

Adopted _____, 2014

The following Reserve Fund Investment Policy has been adopted by Pioneer Ridge Community Association, Inc. (“Association”) pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To protect and ensure the safety of the assets and capital improvements of the Association and those volunteers who participate in the investment process and to further provide guidance to those who offer investment services to the Association, including brokers/dealers, banks, consultants, savings institutions, and custodians.

The following investment policy addresses the methods, procedures and practices which must be exercised to ensure effective and judicious fiscal investment management of the Association’s reserve funds. This policy does not set forth: (1) the minimum reserve fund balance required of the Association; (2) any mandate for an annual reserve fund study; or (3) the tax consequences of the investment options contained herein.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policies and procedures for the investment of the Association’s reserve funds:

1. Investment Objectives

All funds which are held for capital expenditures as a part of the reserve fund shall be deposited and invested by the Association in accordance with Colorado Revised Statutes and resolutions enacted by the Association’s Board of Directors in a manner to accomplish the following objectives:

A. Safety of Funds: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital, with the objective of mitigating credit risk and interest rate risk.

1. Credit Risk: The Association will minimize credit risk, the risk of loss due to the failure of the financial institution, by:

a. Limiting investments to the safest types of investments as provided for herein;

- b. Pre-qualifying the financial institutions, brokers/dealers, and advisors with which the Association does business; and
 - c. Subject to the limitations herein, diversifying the investment portfolio so that potential losses on individual investments will be minimized.
 - 2. Interest Rate Risk: The Association will minimize the risk of the market value of investments in the portfolio due to changes in general interest rates by:
 - a. Structuring the investment portfolio so that investments mature sufficiently close to cash requirements for ongoing operations, thereby minimizing the potential need to sell investments prior to maturity; and
 - b. Investing all funds primarily in short- to intermediate-term investments.
 - B. Liquidity of Funds: The investment portfolio shall remain sufficiently liquid to meet all planned reserve fund expenditures for the following fiscal year. To ensure that adequate reserve funds are available to pay the Association's reserve expenditures, annual reserve fund investments shall reasonably match the planned reserve fund expenditures for the following fiscal year.
 - C. Types of Investments: The reserve fund portfolio shall consist largely of Money Market Accounts and/or Certificates of Deposit.
 - D. Yield: Subject to the restrictions on the types of investments, the Association's portfolio shall earn a competitive market rate of return on available funds throughout budgetary and economic cycles. In meeting this objective, the Association, through the Board of Directors, will take into account the Association's investment risk, constraints, and cash flow needs.
2. Delegation of Authority

Responsibility for conducting investment transactions for the Association resides with the Treasurer. The President of the Board of Directors, or another Board member designated by the Board, will be considered an authorized person to assist the Treasurer in performing investment management, cash management, or treasury functions. Persons authorized to transact investment business for the Association are limited to these two officers. The Treasurer will provide a copy

of this investment policy to all of the Association's investment service providers. Association Members will receive a copy of this investment policy from the Treasurer upon request. The Treasurer may engage the support services of outside professionals, subject to the availability of budgeted funds and approval from the Board of Directors. The Board of Directors shall provide a copy of this policy to the newly elected Treasurer at the assumption of office.

3. Ineligible Investments and Transactions

The Association shall not invest in the following asset classes:

- A. Individual stocks;
- B. Equity mutual funds, domestic or foreign;
- C. Mutual funds consisting of bonds or mortgages and or derivatives;
- D. Options on equity, debt or commodities;
- E. Floating rate securities; and
- F. Investment in a single institution in excess of FDIC insurance limits.

4. Selection of Banks and Credit Unions as Depositories and Providers of General Banking Services

Banks, savings institutions and credit unions shall be approved by written resolution by the Board of Directors to provide depository and other banking services for the Association. To be eligible for authorization, a bank and savings institution must be domiciled in the United States and be a member of the FDIC. To be eligible for authorization, a credit union must be domiciled in the United States and accounts must be insured by the National Credit Union Share Insurance Fund (NCUSIF). Banks, saving institutions and credit unions failing to meet the minimum criteria outlined in this paragraph, or, in the judgment of the Treasurer or Board of Directors, no longer offering adequate safety to the Association funds, shall be unauthorized to provide depository and other banking services for the Association.

5. Reporting

On an annual basis, an investment report shall be prepared and submitted by the Treasurer or an outside advisor, who will provide such report to the Board of Directors in a timely manner, listing the reserve fund investments held by the Association and the current market valuation of the investments. The report shall include a summary of investment earnings during the prior fiscal year. The Board shall make available to requesting Members a listing on an itemized basis as to amount, type and rate of return, of the instruments, funds and accounts in which Association funds are invested or deposited.

6. Policy Revisions

The Board of Directors shall review this reserve fund investment policy periodically and may amend the policy as conditions warrant. The Treasurer may recommend amendments to this policy as necessary.

Pioneer Ridge Community Association, Inc.

DocuSigned by:
By: Karl Hagman
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President

This Reserve Fund Investment Policy was adopted by the Board of Directors on the ___ day of _____, 2014, effective the ___ day of _____, 2014, and is attested to by the Secretary of Pioneer Ridge Community Association, Inc..

Secretary

PIONEER RIDGE COMMUNITY ASSOCIATION, INC.
POLICY REGARDING RESERVES

Adopted _____, 2014

The following policy has been adopted by Pioneer Ridge Community Association, Inc. pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To adopt a policy addressing the need for a reserve study, funding of any work recommended by the reserve study and projected sources of funding, and whether the reserve study is based on a physical analysis and financial analysis. It is the Board's desire to create and maintain adequate reserves to provide for the orderly maintenance, repair, replacement and improvement of the common areas so as to minimize the risk to the membership of special assessments, deferred maintenance, or unfunded losses.

NOW, THEREFORE, IT IS RESOLVED that the Board of Directors does hereby adopt the following policy regarding reserves:

Need for Reserve Study

1. The Association is obligated to maintain, repair, replace or improve certain improvements within the community.

Reserve Study

2. The Association will conduct periodic reserve studies based on recommendations obtained from an independent, qualified reserve study professional, or will conduct periodic reserve studies based on an internal examination of the common areas and improvements and a financial analysis of the requisite reserves as required by this policy.
3. Depending on available resources, the Association may either engage a third-party or may make in-house interim updates to a professional reserve study and may adjust the schedule for updating the reserve study. An update to a reserve study may result from an on-site review of the property or an off-site review of the reserve study and the Association's governing

documents. The Board of Directors should consider the following factors when determining the schedule for interim updates to a reserve study:

- (a) Significant additions or replacements to the common elements since the last reserve study;
- (b) Wear and tear to common elements due to unseasonable weather or lack of maintenance;
- (c) Technological or product development improvements that could result in cost savings;
- (d) Substantial increases in cost of materials or labor;
- (e) Any scheduled maintenance, repairs, or replacements that the Association deferred or accelerated;
- (f) Whether reserve income was received as planned;
- (g) Whether reserve expenditures were incurred as planned;
- (h) The Association's selected method of funding reserves.

4. The full reserve study will consist of a physical analysis and a financial analysis. Interim updates may consist of a physical analysis, a financial analysis, or both. A physical analysis includes an inventory of all improvements that the Association is responsible for maintaining, repairing, replacing or improving and a visual inspection of those items to determine their existing condition. A financial analysis includes an evaluation of the estimated remaining life of an item, the adequacy of existing reserve funds, projected future reserve income, projected future reserve needs, and the ability to meet future reserve needs under the existing funding plan.

5. The Association does not have a current reserve study on file.

6. As of the date of this policy, the Association plans to update its reserve study every three years.

Funding Plan

7. The Association does not allocate reserve funds for improvements costing less than \$1,000 to repair or replace.

8. The Board of Directors will take appropriate action to fund the reserve account in an amount sufficient to adequately maintain the Association's assets using a portion of the Association's regular annual assessments, and may also use any other available sources of

Association income. The Board shall determine, in an exercise of its good faith business judgment, the appropriate level of reserves necessary. If necessary to adequately maintain the Association's assets, the Board may increase allocations to the reserve fund from regular annual assessments, or may levy a special assessment, or both.

9. The Association may elect to apply funds from its operating account to maintenance, repair or replacement costs otherwise covered by reserve funds.

10. The Association will invest all reserve funds in accordance with the Association's policy regarding investment of reserve funds.

Pioneer Ridge Community Association, Inc.

By:  DocuSigned by:
F4C905A20CD144F...

Title

This Policy Regarding Reserves was adopted by the Board of Directors on the _____ day of _____, 2014, effective the ____ day of _____, 2014, and is attested to by the Secretary of Pioneer Ridge Community Association, Inc.

Secretary

**PIONEER RIDGE COMMUNITY ASSOCIATION
POLICY FOR COLLECTION OF UNPAID ASSESSMENTS
Effective: August 9, 2022**

1. Introduction. The Board of Directors (“Board”) of Pioneer Ridge Community Association, a Colorado nonprofit corporation (“Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Community Declaration for Pioneer Ridge (“Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act, as amended (“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 collection of unpaid Assessments is an important part of governing the Association and such collection should be done in a uniform manner in accordance with the Association Documents and CCIOA, specifically as CCIOA has been amended by HB 22-1137. 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:

3.1 Due Date/Delinquent Payments. Assessments are due upon the date specified by the Board. Any Assessment not paid within 10 days after its due date is considered past due and delinquent. A late charge in the amount of \$100.00 will be assessed against the delinquent Owner per delinquent assessment. Daily late fees are prohibited. Furthermore, the Association may impose interest at any rate up to 8% per annum on past due Assessments from the date of delinquency.

3.2 Returned Check Charge. In addition to any other charges under the Association Documents and this Policy, if an Owner makes payment of Assessments to the Association by a check which is not honored by the bank on which it was written or is returned by such bank for any reason whatsoever, including but not limited to insufficient funds, the Owner shall immediately pay the Association, as part of the Owner’s Assessment, a reasonable returned check charge not to exceed \$20.00.

3.3 Notice to Owner/Payment Plan. If any Assessments are 30 days past due, and before the Association turns over a past due account over to a collection agency or an attorney for collection, the Association must contact the Owner, by written notice, regarding the delinquency. The required written notice must be delivered to the delinquent Owner by both certified mail, return receipt requested, and by posting on the front door, or other conspicuous place, at the Owner’s Unit or Lot. Additionally, the Association must also contact the Owner by one of the following means:

- 1st class mail;
- text message; or

- email.

The cost associated with posting the notice of delinquency shall be charged to the delinquent Owner.

The Association must keep a written record all attempts to contact an Owner regarding a delinquency, specifically including the date of each attempt, the time of each attempt, and the method by which Association made each attempt.

The Owner may designate another contact person for the Association to contact regarding any delinquency. Such designation shall be made in writing and sent to the Association. In such instance, the Association shall send the notice of delinquency to both the Owner and the Owner's designated contact person.

The Owner may designate that all notices regarding delinquency are to be in a language other than English. Such designation shall be made in writing and sent to the Association. In such case, the Association must provide the notice to the Owner in the preferred language as designated by the Owner and in English.

The delinquency notice to all Owners must include the following:

- An itemization of the past due balance, listing the past due amount broken down into past due assessments, fines, fees or other charges owed to the Association.
- That unless the Owner acquired the Owner's Unit or Lot through a foreclosure and does not occupy the Unit or Lot, the Owner will have an opportunity to enter into a payment plan that allows the Owner to pay off the past due amount in equal payments over eighteen (18) months, with monthly payments to be at a minimum \$25.00 per month. Under such a payment plan, the Owner will be required to make payment of the past due Assessments and also remain current with payment of the regular Assessments as they come due during the term of the payment plan. If the Owner does not comply with the payment plan, the Association can then pursue legal action against the Owner as set forth in this Policy.
- If the Owner enters into a payment plan, the Owner can pay the full past due amount at any time, without penalty.
- The contact information for the Association's property manager in the event the delinquent Owner wishes to enter into a payment plan or has any other questions about the amount owing to the Association.
- That action is required to cure the Owner's delinquency and if the Owner fails to do so within 30 days following the date of the Association's letter, the Owner's past due account may be turned over to a collection agency or an attorney, a lawsuit may be filed against the Owner, a lien may be filed and foreclosed against the Owner's Unit or Lot if the delinquency is related to non-payment of

Assessments, and the Association may pursue any other remedies available under Colorado law including the recovery of attorney fees and costs of collection.

- A description of the steps the Association must take before commencing legal action for collection of any unpaid assessments and a description of what legal action the Association may take to small claims court, including injunctive relief.

3.4 Owner's Failure to Respond or Comply with Repayment Plan. If after 30 days of the delinquency notice being sent to any delinquent Owner the Owner has not responded or has declined the offer of the eighteen (18) month repayment period, the Association may commence collection pursuant to Section 3.7 below.

If the Owner enters into a repayment plan of any length, should the owner fail to make any three (3) of the agreed upon monthly payments within fifteen (15) days of their due date or fails to pay three (3) regular assessments within fifteen (15) days of their due date then the Association may commence the collection process pursuant to Section 3.7 below.

3.5 Monthly Notice of Delinquency. The Association shall send monthly notices to all Owners with an outstanding balance. The monthly notices shall be sent via 1st class mail and email, if Owner provided the Association in writing with Owner's email address, and shall include an itemized listing of the past due amount broken down into past due assessments, fines, fees or other charges owed to the Association. The monthly notice shall be sent to the Owner in English and such other preferred language as designated by the Owner. The Association shall not charge any Owner for an account statement showing the total amount the Owner owes.

3.6 Application of Payments on Delinquent Accounts. All payments received with regard to a delinquent Owner's account shall be applied in the following order:

3.6.1 Past due assessments;

3.6.2 Outstanding fines;

3.6.3 Association's attorneys' fees and costs and expenses of enforcement and collection;

3.6.4 Late charges and interest (if any);

3.6.5 Returned check charges; and

3.6.6 Other costs owing under the Association.

3.7 Collection Remedies. Before a delinquent Owner can be sent to a collection agency or to an attorney for collection, the majority of the Association's Board of Directors must vote to take such action with regard to the delinquent Owner in an open Board of Director's meeting to which the delinquent Owner is invited to attend and in compliance with the Association's Conduct of Meetings Policy. The Board shall record

its vote. The Association's Manager may not commence any collection action without first obtaining the approval of the Association's Board as set forth above. Discussion of the delinquency shall be in executive session pursuant to the Association's Conduct of Meetings Policy.

In the event payment is not received from any delinquent Owner within 30 days after the date of the Association's letter referenced above, the Association may pursue any one or all of the following remedies:

3.7.1 File an Assessment lien against the delinquent Owner's property;

3.7.2 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 (foreclosure actions may not be initiated for unpaid fines, interest or late fees alone);

3.7.3 Pursue collection of judgments obtained against Owner;

3.7.4 Take all other lawful action necessary to collect delinquent Assessments in accordance with the Association Documents and Colorado law; and

3.7.5 Suspend the voting rights of the delinquent Owner during the duration of the delinquency.

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 this Policy, the Association Documents and CCIOA.

Should the Association pursue foreclosure of its assessment lien, no member of the Association's Board of Directors, the Association's Manager, or any of the Manager's employees, or the Association's legal representative or any member of said law firm, or any family member of any of the preceding, shall be permitted to purchase a foreclosed home or unit.

4. Enforcement. Either the Association or an Owner seeking to enforce this Policy, or any rights and responsibilities under the Governing Documents or this Policy related to disputes arising out of assessments, fines or fees owed to the Association and for which the amount does not exceed \$7,500.00, exclusive of interest and costs, may file a claim in Small Claims Court for such enforcement, including injunctive relief.

5. Violation of Foreclosure Laws. Should the Association violate this Policy, or any law of the State of Colorado with regard to foreclosure, the affected Owner may, within five (5) years of the violation, file a civil lawsuit in a court of competent jurisdiction to seek damages. The court may award up to \$25,000.00, plus costs and reasonable attorney fees, if the Owner proves the violation by a preponderance of the evidence.

6. **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 pursuant to this Policy, the Association Documents and CCIOA. No attorney fees shall be assessed to any delinquent Owner until all notice requirements set forth in this Policy have been complied with. Where litigation is filed to collect past due Assessments, the Court shall determine the reasonableness of all attorney fees and costs.
7. **Foreclosure and Bankruptcy Notices.** If the Association receives any bankruptcy or foreclosure notice regarding an Owner with unpaid Assessments, the Association may seek advice from its attorney regarding the appropriate action to be taken.
8. **Variations.** The Board may from time to time vary from the requirements set forth in this Policy if the Board determines in its sole discretion that such variance is reasonable under the circumstances.
9. **Amendment.** This Policy may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Pioneer Ridge Community Association, a Colorado nonprofit corporation ("Association") certifies that the foregoing Policy for Collection of Unpaid Assessments was approved by the vote of a majority of the Association's Directors at a meeting of the Association's Board of Directors held on August 3, 2022.

Pioneer Ridge Community Association, a Colorado nonprofit corporation

By:

Karl A. Hagman, President

**PIONEER RIDGE COMMUNITY ASSOCIATION
POLICY FOR ENFORCEMENT OF COVENANTS AND RULES
(INCLUDING NOTICE AND HEARING PROCEDURES AND SCHEDULE OF FINES)
Effective: August 9, 2022**

1. Introduction.

The Board of Directors (“Board”) of Pioneer Ridge Community Association, a Colorado nonprofit corporation (“Association”), acting pursuant to the powers set forth in the Association’s Bylaws, Articles of Incorporation, the Community Declaration for Pioneer Ridge (“Declaration”) (such documents being collectively referred to as the “Association Documents”), and the Colorado Common Interest Ownership Act, as amended (“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, in accordance with the Association Documents and CCIOA, specifically as amended by HB 22-1137;

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; 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, either the Association or an Owner may request mediation by an independent, third-party mediator. A request for mediation (“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 30 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 30 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:

3.2.1 The requesting party shall pay the mediator in advance for the first two hours of mediation.

3.2.2 If the mediation lasts more than two hours, the mediator's fees for time beyond the first two hours shall be divided equally between the Association and Owner(s), and paid at the conclusion of the mediation.

3.2.3 The Association and any participating Owner may be represented by their respective attorneys at the mediation. Each party shall pay their respective attorney fees associated with the mediation.

3.2.4 If an 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 recurring 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 fair and impartial fact-finding process which is designed to determine whether the alleged violation actually occurred and whether the owner allegedly violating the Association Documents is the one who should be held responsible for the violation.

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

4.2.1 The Association or any member of the Association may report a violation. If reported by a member, the member should report the violation in writing to the Association at the Association's address. If the violation is of the type that can be readily photographed, any report of the violation should include one or more photographs of the violation.

4.2.2 The Board will verify the violation and, if verified, the Board shall issue a written Notice to the violating Owner.

4.2.2(a) For covenant violations that threaten public safety or health, the Notice will describe the nature of the violation, advise the Owner that he/she has seventy-two (72) hours to correct the violation or may be fined 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. At the conclusion of the seventy-two (72) hour period, the Association shall inspect the Owner's property to determine if the violation has been corrected. If the violation has not been corrected, the Association may impose fines as set forth in Section 4.5 below and take other legal action the Association deems appropriate to correct the violation.

4.2.2(b) For covenant violations that do not threaten public safety or health, the Notice will describe the nature of the violation, advise the Owner that he/she has thirty (30) days to correct the violation or may be fined 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. The Notice shall be sent to the Owner by certified mail, return receipt requested. No later than seven (7) days after the conclusion of the thirty (30) day period, the Association shall inspect the Owner's property to determine if the violation has been corrected. If the violation has not corrected, the Association shall send a second Notice to the Owner advising that the violation has not been corrected and that the Owner has an additional thirty (30) days to correct the violation or may be fined 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. The second Notice shall also be sent to the Owner by certified mail, return receipt requested. If at the conclusion of the second thirty (30) day period the violation has still not been corrected, the Association may impose fines as set forth in Section 4.5 below and take other legal action the Association deems appropriate to correct the violation.

4.2.2(c) Before the expiration of either the first or the second thirty (30) day period to cure the violation, the Owner may send the Association written notice that the violation has been cured, with visual evidence that the violation has been cured and the violation will be deemed cured as of the date the Owner sends the written notice. If the written notice from the Owner does not include visual evidence of the cure, then the Association shall inspect the Owner's property as soon as practicable to determine if the violation has been cured.

4.2.2(d) If the Owner does not provide written notice to the Association that the violation has been cured before the expiration the second thirty (30) day period to cure the violation, then within seven (7) days after the expiration of the second thirty (30) day period the Association shall inspect the Owner's property as soon as practicable to determine if the violation has been cured. If upon inspect the Association determines that the violation has not been cured the Association may impose fines as set forth in Section 4.5 below and take other legal action the Association deems appropriate to correct the violation.

4.2.2(e) If the Association determines the violation has been cured, the Association shall promptly notify the Owner, in English and such other preferred language as designated by the Owner, that the Owner will not be further fined with regard to the violation and provide notice of any outstanding fine balance owed by the Owner to the Association.

4.2.3 The Notice, together with a copy of this Policy, will be sent via U.S. Mail, first class postage prepaid, return receipt requested, addressed to the last registered address of the Owner as listed in the Association's records. The Notice will be considered effective three days after it is deposited in the mail.

4.2.4 Any Owner may designate in writing that all Notices regarding covenant violations are to be in a language other than English and, in such case, the Association must provide the Notice to the Owner in the preferred language as designated by the Owner and in English.

4.3 Requests for Hearing. Any Owner receiving a violation Notice has the right to request a hearing before the Board as the Association's impartial decision-maker. To request a hearing, the Owner must contact the Association in writing within seven (7) days after the effective date of the Notice. The Association's Board shall then set a date for the hearing as soon as is practicable. 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. No Board member may have any direct personal or financial interest in the outcome of the hearing process. A Board member shall not be deemed to have a direct personal or financial interest in the outcome if the Board member will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. Any Board member who does have any direct personal or financial interest in the outcome of the hearing process shall not participate in the hearing. The purposes of the hearing are to (1) determine if the Owner receiving the Notice should be held responsible for the alleged violation, (2) evaluate any 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:

4.4.1 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.

4.4.2 The Owner may then provide rebuttal to the Notice using witnesses or any other information deemed relevant and necessary.

4.4.3 After all testimony and other evidence has been presented, the Board shall decide whether the Owner should be held responsible for the alleged violation. If the Board finds that the Owner has violated the Association Documents, 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 that the Owner should not be held responsible for the alleged violation, then (1) no fine shall be assessed, and (2) the Association shall not allocate to that Owner's Association account any of the Association's costs or attorneys' fees incurred in asserting or hearing the alleged violation.

4.5 Fines. If an Owner fails to timely correct a violation as set forth in Section 4.2 above, then the Board shall fine the Owner \$100.00 and written notice of the fine shall be provided to the Owner ("Initial Fine Letter"). If the violation is not corrected within ten (10) days of the date of the Initial Fine Letter, then the Board shall fine the Owner an additional \$150.00 and written notice of the additional fine shall be provided to the Owner ("Second Fine Letter"). If the violation is still not corrected within ten (10) days of the date of the Second Fine Letter, then the Board shall fine the Owner \$250.00 and written notice of the fine shall be provided to the Owner. In the alternative, the Association may fine the Owner the sum of \$50.00 every other day, up to a maximum of \$500.00, until the violation is corrected. In no circumstance may the Owner be fined in excess of \$500.00 per violation. The Owner is responsible for notifying the Association in writing if and when the violation has been corrected.

4.6 Injunction. If the violation has not been corrected within 60 days after the Notice, 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, attorneys' 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 60-day period.

4.7 Collection of Fines. Assessed fines shall be billed to the Owner pursuant to the Association's policy for Collection of Unpaid Assessments 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, but shall in no event exceed \$500.00 per 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.

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

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

CERTIFICATION

The undersigned, being the duly elected and acting President or Secretary of the Pioneer Ridge Community Association, a Colorado nonprofit corporation ("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 a majority of the Association's Directors at a meeting of the Association's Board of Directors held on

August 3, 2022.

Pioneer Ridge Community Association, a Colorado nonprofit corporation

By: Karl S. Hagman, President

PIONEER RIDGE COMMUNITY ASSOCIATION, INC.

POLICY REGARDING THE ADOPTION AND AMENDMENT OF POLICIES AND RULES

Adopted _____, 2014

The following procedures have been adopted by Pioneer Ridge Community Association, Inc. (“Association”) pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To adopt a policy setting forth procedures for the adoption and amendment of policies, procedures, and rules.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing adoption and amendment of policies, procedures and rules:

1. Pursuant to the Association’s governing documents and Colorado Revised Statutes 38-33.3-302, the authority to create, adopt, enforce, amend and repeal policies, procedures, rules and regulations (hereinafter collectively referred to as a “Rule”) lies with the Board of Directors of the Association. The Board may adopt certain Rules as may be necessary to facilitate the efficient operation of the Association, including clarification of ambiguous provisions in other documents. The Board has the right, but not the obligation, prior to adopting any new Rule, to conduct an informational meeting of the owners and solicit their input regarding any new or existing Rule.

2. When the Board, in the exercise of its discretion, determines that a Rule should be adopted, amended or repealed, as appropriate, it shall do so at a meeting of the Board. At the meeting at which the Board intends to adopt the proposed Rule, at an appropriate time determined by the Board, but before the Board votes on the adoption of the Rule, members or their agents shall be permitted to speak regarding the Rule. If more than one person desires to address the Rule and there are opposing views, the Board shall provide for a reasonable number of persons to speak in favor of and against the Rule.

3. The Board shall then give notice of the adoption, amendment, or repeal of the Rule in writing by first class mail, postage prepaid, to each Member of the Association at the address for notices to Members as may be provided for in the Association’s Declaration or Bylaws, and shall publish the Rule by any reasonable means available, including but not limited to posting the Rule in the community or on its website, if any, by e-mail, mail, newsletter, or personal delivery. The Rule, along with all other Rules of the Association, shall be available for

inspection and copying in accordance with the Association's policy regarding inspection and copying of Association records.

4. Any owner's failure to receive the Rule shall not be a defense to any attempt by the Association to enforce the Rule or to levy fines, expenses, or attorneys' fees as a result of a violation of the Rule.

Pioneer Ridge Community Association, Inc.

By:  _____
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President

This Policy Regarding the Adoption and Amendment of Policies and Rules was adopted by the Board of Directors on the _____ day of _____, 2014, effective the ____ day of _____, 2014, and is attested to by the Secretary of Pioneer Ridge Community Association, Inc..

Secretary

PIONEER RIDGE COMMUNITY ASSOCIATION, INC.
PROCEDURES FOR ARC APPROVAL

GENERAL — in a few specific cases, as indicated in the listing in the preceding Section II, a specific type of Proposed Improvement is not permitted under any circumstance. In all other cases, including Proposed Improvements not included in Section II, advanced or prior written approval by the ARC is required before a Proposed Improvement is commenced. This section of the Design Guidelines explains how such approval can be obtained.

A. DRAWINGS OR PLANS The Declaration requires an Owner to submit to the ARC, prior to commencement of work on any Proposed Improvement, descriptions, plot plans, construction plans, specifications and samples of materials and colors, etc. as the ARC shall reasonably request, showing the nature, kind, height, width, color, material and location of the Proposed Improvement. In the case of major proposed Improvements, such as room additions, decks, or structural changes, detailed plans should be professionally prepared by an architect, engineer, and/or draftsman and should meet Weld County and /or Town of Johnstown requirements. However, simple drawings and descriptions may be sufficient for other Proposed Improvements. Whether done by the Owner or professionally, the following provisions should be followed in preparing drawings or plans.

1. The drawing or plan should be done to scale, and should depict the property lines of the Parcel and the outside boundary lines of the Home as located on the Parcel. Drawings made from a Parcel survey base are preferred.
2. Existing Improvements, in addition to the home, should be shown on the drawing or plan, and identified or labeled. Such existing Improvements include driveways, walks, decks, trees, bushes, etc.
3. The Proposed Improvements should be shown on the plan and labeled either on the plan, or an attachment. These should be a brief description of the Proposed Improvement, including the materials to be used and the colors.
4. The plan or drawing and other materials should show the name of the Owner, the address of the Home, and the telephone number where the Owner can be reached.

C. SUBMISSION OF DRAWINGS AND PLANS — Two (2) copies of the Design Review Request Form and two (2) copies of the drawing or plan shall be submitted to the ARC. Plans should be submitted to the ARC in care of the Association's property management company.

D. REVIEW FEE — No fee is charged at the time for review of plans by the ARC. All costs for submittals shall be borne by the Owner and shall be payable prior to final approval. Any reasonable engineering consultant fees or other fees incurred by the

Association in reviewing any Proposed Improvement will be assessed to the Owner requesting approval of the Proposed Improvement.

- E. **ACTION BY THE ARC** — The ARC will meet as required to review plans submitted for approval. The ARC may require submission of additional information or material, and the ARC may deny the request until all required information or materials have been submitted. The ARC will act upon all requests within thirty (30) days after receipt of Design Review Request Form or thirty (30) days after receipt for all additional information or materials requested by the ARC, whichever is later, unless the time is extended by mutual agreement. All decisions of the ARC will be in writing.
- F. **PERFORMANCE OF WORK** — After approval by the ARC, a Proposed Improvement should be accomplished as promptly as possible, in accordance with the approved plans, drawings and description. The work must be completed, in any event, within twelve (12) months after approval by the ARC (except landscaping which must be completed within six (6) months of original closing date with builder.)
- G. **DECLARATION PREVAILS** —The foregoing Design Guidelines and procedures are supplementary to all of the terms and provisions of the Declaration, and shall remain in full force and effect. In the event of any actual or apparent conflict between these procedures and the Declaration, the Declaration shall prevail.

IV. AMENDMENT

These Design Guidelines may at any time, from time to time, be added to, deleted from, repealed, amended, modified, re-enacted, or otherwise changed by the Board at its discretion.

PIONEER RIDGE COMMUNITY ASSOCIATION, INC. DESIGN GUIDELINES FOR THE ARC

The Declaration requires prior approval by the ARC or its designated representative before any Proposed Improvement is constructed, erected,

placed, or altered. These Design Guidelines establish certain acceptable designs for different types of Proposed Improvements. These Design Guidelines apply to residential property in the Community, and are intended to assist the Owners. Prior to installation or commencement of construction, all Proposed Improvements must be submitted to the ARC for review and approval. See Section 3C for submission process.

1. CONTENT OF DESIGN GUIDELINES — In addition to the introductory material, these Design Guidelines contain:

- a) A list of specific types of Proposed Improvements which Owners might wish to make, with specific information as to each of these types of Proposed Improvements.
- b) A summary of procedures for obtaining approval from the ARC.

EFFECT OF THE DECLARATION — Each Owner shall receive and should become familiar with the Declaration. Nothing in these Design Guidelines shall supersede or alter the provisions or requirements of the Declaration.

- c) **EFFECT OF GOVERNMENTAL AND OTHER REGULATIONS** — Use of any property in the Community and any Existing Improvements must comply with applicable building codes and other governmental requirements and regulations. Approval by the ARC will not constitute assurance that Existing Improvements or Proposed Improvements comply with applicable governmental requirements and regulations or that a permit or approvals are not also required from applicable governmental bodies. For information about Weld County or Town of Johnstown requirements, Owners should write or call the Town of Johnstown or Weld County Building Department.

- d) **INTERFERENCE WITH UTILITIES** — In making Proposed Improvements, Owners are responsible for locating all water, sewer, gas, electric, telephone, cable television, irrigation lines, or other utility lines and easements. Owners should not make any Proposed Improvements over such easements without the consent of the utility involved, and owners will be responsible for any damage to utility lines. Underground utility lines and easements can usually be located by contacting the Utility Notification Center of Colorado at 1-800-922-1987.

2. GOAL OF DESIGN GUIDELINES — Compliance with these Design Guidelines and the provisions of the Declaration will help preserve the inherent architectural and

aesthetic quality of the Community. It is important that the Proposed Improvements be made in harmony with, and not detrimental to, the rest of the Community. A spirit of cooperation with the ARC and neighbors will go far in creating an optimum environment, which will benefit the Owners. By following these Design Guidelines and obtaining approvals of Proposed Improvements from the ARC, Owners will be protecting their financial investment and will help to promote Proposed Improvements that are compatible with the other Homes and property within the Community.

3. **INTERPRETATION OF THE DESIGN GUIDELINES** – The ARC shall interpret these Design Guidelines.

4. **ENFORCEMENT OF DECLARATION AND DESIGN GUIDELINES**—The ARC shall have primary responsibility for the enforcement of the architectural requirements or the Declaration and these Design Guidelines. The ARC will investigate written complaints of Owners for violations of the architectural requirements of the Declaration of these Design Guidelines if such complaints are dated and signed by the Owner. The ARC, the Board, and employees of the Association shall use all reasonable means to maintain the anonymity of the complaining Owner(s), The ARC shall be allowed access to the property of the Owner filing the complaint for purposes of verification of the complaint. If a violation is found, the ARC shall notify the Owners whose property is in violation, in writing, requesting that appropriate action be taken to achieve compliance. If such Owner does not bring his property into compliance with the Declaration and Design Guidelines within thirty (30) days, or the time specified by the notice, the ARC will request that the violation be referred to the Board for enforcement action, which may include the Board fining the Owners for such non-compliance.

5. **ADVISING OF NEIGHBORS** – It is suggested that Owners advise neighbors prior to submitting forms for Proposed Improvements. In certain cases, the ARC may request adjacent neighbor input.

6. **CONTACT INFORMATION** – It is suggested all new homeowners contact the property management company to ensure their name(s) and address are correct. This will help ensure the timely receipt of all HOA notices and other business correspondence, and can serve homeowners as a source for informational needs and instructions in submitting plans for ARC approval.

7. **MEMBERS ENFORCEMENT RIGHTS** – all community members have the right and responsibility to ensure these guidelines are enforced. If you see a violation of these guidelines, please consider reporting such to the Board or the management company so that all homeowners can enjoy our community to the fullest possible extent.

SPECIFIC TYPES OF IMPROVEMENTS – DESIGN GUIDELINES

A. GENERAL

1. The following alphabetical list covers a wide variety of specific types of Proposed Improvements which Owners and builders typically consider installing. Pertinent information is given as to each. Unless otherwise specifically stated, drawings or plans for Proposed Improvements shall be submitted to the ARC, and the written approval of the ARC shall be obtained before the Proposed Improvement is made. Drawings or plans shall include dimensions, setbacks, roof slopes, types of materials and both elevation and plan views of all proposed expansions or additions. Applications for paint change must be accompanied by samples or chips of the colors to be approved, along with a written description of color schemes of adjacent Homes.

Drawings, plans and other color samples will be retained in association files for future reference. If desired by the ARC, the ARC may submit the request to the Board for its separate review and response. In some cases, where specifically stated, a type of Proposed Improvement is prohibited. Proposed Improvements that are not listed will require ARC approval.

2. The architectural style of a proposed Home shall be consistent with the style and character of the other residences built in the same general area of the Community. The ARC, in its sole discretion, shall determine such consistency.

ADDITIONS AND EXPANSIONS — ARC approval is required.

Owners must use the "Design Review Request Form" when submitting a request for an addition or expansions. Additions or expansions to the Homes will require submission of detailed plans and specifications, including description of materials to be used, and plan and elevation drawings showing dimensions, setbacks, roof slopes, etc. Additions and expansions must be of the same architectural style and color as that of the Home. All work is subject to obtaining required permits, approvals and licenses from all governmental entities with jurisdiction over said additions and expansions inclusive of the Town of Johnstown and/or Weld County.

ADDRESS NUMBERS — ARC approval is required to relocate the address numbers to a position different from that originally installed by the builder,

ADVERTISING — See Signs in the Rules and Regulations document.

AIR CONDITIONING EQUIPMENT — ARC approval is required. Air conditioning equipment, including swamp coolers, must be ground-mounted and installed in the rear or side yards; it should not be visible from the street right of way. It should be installed in such a way that any noise to adjacent Homes is minimized. Installation of air conditioning equipment, including swamp coolers, on the roof of the Home or in a window of the Home will not be permitted.

ANTENNAS — Any facility for the transmission or reception of audio or visual signals shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. Notwithstanding the foregoing, neither the restrictions nor the requirements of the Section shall apply to those antennas (which may include some satellite

dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antennas which are specifically covered by the Telecommunications Act of 1966, as amended, the ARC shall be empowered to adopt guidelines governing the types of antennas that are permissible hereunder, and to the extent permitted by the Telecommunications Act of 1966, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance. No radio antenna, TV antenna or satellite dish may be erected within or on any common element area.

ASTRO TURF — Neither Astro-Turf nor any other floor covering shall be used on the front porch or any balcony.

AWNINGS — See Overhangs

BALCONIES — See Decks

BASKETBALL BACKBOARDS — ARC approval is required. If garage or pole-mounted, the backboard and support structure should be clear or painted the same color as the house, unless otherwise approved by the ARC. Garage mounted backboards in the front yard may not project more than two feet (2') from the front of the garage. Pole-mounted basketball backboards must have a black or galvanized removable steel pole and must be installed midway between the front of the house and the sidewalk. Rims and nets on all types of basketball units must be maintained in neat and clean appearance.

Backyard concrete pads for basketball courts may not exceed seventeen feet (17') in any direction. Temporary basketball backboards also are acceptable, but must be placed in such a manner that they do not block sidewalks and pedestrian walkways and are not placed in streets.

BOATS — See Motor Home Vehicles in the Rules and Regulations document.

BUILDING HEIGHT — Required to comply with applicable building codes and zoning regulations established by the Town of Johnstown and/or Weld County.

CABLE TV ANTENNAS - See Antennas.

CARPORT — Not Permitted

CIRCULAR DRIVES — See Driveways

CLOTHESLINES AND HANGERS — Requires ARC approval. All clotheslines and hangers must be placed in backyard, match color scheme of your home and screened from street view.

CLOTH OR CANVAS OVERHANGS — See Overhangs.

COLOR — See Painting

DECKS — ARC approval is required. Decks must be constructed of wood or other material matching the material of the Home and, if painted, must match the color scheme of the Home, unless otherwise approved by the ARC. Decks must be installed as an integral part of the Home and patio areas.

Construction of decks over easement areas is not permitted and applicable building permits are required. Dimensions and location must be submitted on drawings.

DOG RUNS — ARC approval is required. Dog runs must be constructed with fencing approved by the ARC. Dog runs must be located in the rear or side yard, abutting the Home and substantially screened from view. Dog runs are limited in size to 575 square feet, cannot be higher than the Parcel boundary fence, and in no case can be more than five feet (5') high. Wood screening or mature landscape screening is required to hide a substantial view of the dog run. Dog runs must have double fence when next to any Association owned fence and

may not use any Association owned fence as part of the dog run fence. In some cases, if required by the ARC, written consent from adjacent neighbors may be requested.

DOORS — ARC approval is required for the addition or replacement of storm or other type doors to a Home. The material should match existing colors of the home unless otherwise approved by the ARC. Security doors or security window bars require ARC approval. The approval existing colors will be white, black and colors of the approved Home colors.

DRAINAGE — See Article 9, Paragraph 18 of the Declaration. Homeowners may not construct any structure or device or install any mechanism which alters the established drainage and/or permits direct drainage of any kind into any portion of the common elements or adjacent properties.

DRIVEWAYS — All driveways leading from the street to an Owner's home or Parcel are to be constructed of permanent, properly-formed, hard- surfaced paving (i.e., concrete with a four inch (4") minimum thickness. Modifications to the original driveway require ARC approval. Extensions to existing driveways may not be more than three feet (3') in width on either side, and must match the existing driveway. Asphalt extensions are not acceptable.

EVAPORATIVE COOLERS — See Air Conditioning

EXTERIOR LIGHTING — See Lights and Lighting

EXTERIOR MATERIALS — The only acceptable exterior building materials are high-quality hardboard siding, brick, stone, or other harmonious materials utilized for accent of Home details as approved by the ARC.

FENCES

1. The authorized and standard fence is a five-foot cedar, dog-eared fence.
2. Drainage — It is important to remember that certain drainage patterns may exist along or under proposed Fence locations. When constructing a Fence, be sure to provide for a space between the bottom of the fence and the ground elevation so as not to block these drainage patterns.
3. Design — Fences may not be constructed without ARC approval. All Fences must adhere to any sign triangle regulations of Weld County/Town of Johnstown.
 - a) **Fences or Screening Located Within Parcel Line** — Must be an integral part of the landscape design.
 - b) **Front Yard Fences** – Front yards are not permitted to be fenced in or partially fenced.
 - c) **Double Fences** — Not permitted, except see Dog Run. Double Fences are not the same as double facing. Check with the ARC.
 - d) **Cluster Mail Boxes** — Fences bordering cluster mail boxes must allow 3-1/2' to 4' clearance behind the cluster box to allow for mail delivery.
4. No plastic or metal chicken wire, barbed wire, chain links, or strand wire will be allowed. Hog wire may be used to enclose an open rail fence.
5. Fences shall not be constructed within right-of-way areas or side Parcel easements and, therefore, must be set back from the sidewalk the distances established in Weld County or Town of Johnstown requirements.
6. Maintenance Responsibility — Deteriorated materials must be replaced by the Owner with materials identical to the original in quality, quantity and design.

FLAGPOLES — ARC approval is required.

GAZEBOS – ARC approval is required. Gazebos may be up to 12’x12’ in size and must be constructed of wood or other material matching the material of the house. Gazebos must be painted or stained to match, blend-in, or complement the color scheme of the house, and installed in the back yard unless otherwise approved by the ARC. Metal roofs of matching color are permitted. Construction of Gazebos over easement areas is not permitted and applicable building permits are required. Dimensions and location must be submitted on drawings.

GRADING AND GRADE CHANGES — See Drainage.

GREENHOUSE WINDOWS — ARC approval is required.

HOT TUBS — ARC approval is required. Must be ground-mounted and an integral part of the deck or patio area and of the rear yard landscaping. Must be in the rear yard. All work is subject to obtaining required permits, approvals and licenses from entities with jurisdiction over said installations inclusive of Johnstown and/or Weld County.

HOLIDAY DECORATIONS — All seasonal decorations must be removed within thirty (30) days following that particular holiday or celebration.

Consideration of neighbors should be exercised when decorating for any occasion.

HOME NUMBERS — See Address Numbers.

IRRIGATION SYSTEMS — Underground manual or automatic irrigation systems do not require approval of the ARC. Such systems must meet Weld County's and/or The Town of Johnstown's building codes, if applicable.

JACUZZI — See Hot Tubs.

JUNK VEHICLES — See Motor Home Vehicles.

LANDSCAPE AND MAINTENANCE — ARC approval required. Landscaping, which includes sod or seeded grass, must be installed within six (6) months after the date of original closing with builder. Any changes, additions or subtractions to the approved landscaping plan within the six (6) month deadline must be submitted for ARC approval. This in no way voids the six (6) month deadline. After the above six (6) month deadline period, changes, additions or subtractions must be submitted, along with completion dates, to the ARC for approval.

1. In addition, landscaping shall follow all requirements of Weld County and/or The Town of Johnstown.
2. Gravel, rock and/or soil piles left in front or on visible side yards of Parcels, in the street, or on the driveway shall be left no longer than a period of thirty days. Leaving gravel, rock and/or soil piles in the street is not suggested. Contact Weld County and/or Town of Johnstown for more specific information.
3. Delivery and placement of landscape materials shall not damage common elements or entry/median areas. Delivery trucks are not allowed to cross these areas (to avoid sprinkler and landscape damage). If this regulation is violated and damage to the Common Elements results, the Owner will be held financially responsible for repairing the damage caused by the Owner or the Owner's agent, guests or tenants.
4. The common elements and/or adjacent properties, whether homeowner or builder owned, are not to be used in any fashion or manner in any landscaping or project by a homeowner. This includes, but is not restricted to, staging, material storage,

dumping or access. Landscaping projects are restricted to the property of the homeowner undertaking this work.

5. The common elements and/or adjacent properties are not to be used for dumping any kind of yard refuse or other trash, including, but not restricted to, grass clippings, tree branches, plant waste, household items, mechanical devices, toys, etc.
6. When not in direct use, yard maintenance equipment and paraphernalia, including horticulture items and fertilizers, are subject to the same exposure stipulations as garbage and trash cans or receptacles.

LIGHTS AND LIGHTING — ARC approval is not required for exterior lighting which is in accordance with the following regulations: Exterior lights must be of the same style and character as those installed by builder on other Homes or Parcels, and be as small in size as is reasonably practicable. Exterior lighting should be directed toward the Home and must be of low wattage to minimize glare sources to neighbors and other Owners. Any variance from these Design Guidelines or use of high wattage spotlights or floodlights requires ARC approval.

OVERHANGS (CLOTH OR CANVAS) — ARC approval is required. The color must be the same as the exterior of the Home, unless otherwise approved by the ARC. Metal or fiberglass awnings are not permitted.

PAINTING — ARC approval is not required if color and color combinations are identical to the original color painted by builder **however** notification of painting your home is required to the ARC. Color and/or color combination changes require ARC approval.

1. All exterior colors must be reviewed for approval by the ARC, including repainting of all Existing Improvements. The ARC will access the overall color composition formed by the individual materials.
2. All roof vent caps, louvers, plumbing stacks, chimney flashing, valley flashing, etc., are to be painted a color not in contrast with the color of the roofing.
3. Whenever exterior painting is to be done, all changes must be approved by the ARC prior to commencement of such painting. Changes include any paint or color scheme other than the original brand paint, color number and scheme. It is recommended that all homes be painted on a regular schedule to avoid chipping and peeling. Paint schemes must be different from neighboring homes.
4. Garage doors are to be the same color as the siding or trim of the Home, unless otherwise requested and approved by the ARC. Outlining the garage door panels in a contrasting color or in a checkerboard design is not permitted.
5. Most Homes have multiple tone paint schemes (e.g., siding color, trim color and accent color for shutters and doors). New colors submitted should, but are not required to, preserve this multiple tone scheme. For example, if the trim was a different color than the doors and shutters originally, it should also be different in the submitted colors.
6. Color selections should be submitted to the ARC. indicate which color chips are for trim, siding and accent (doors and shutters) color. **PLEASE PLAN TO SUBMIT REQUESTS IN ADVANCE OF THE THIRTY (30) DAY REVIEW**

TIME FRAME ALLOWED FOR UNDER THE DECLARATION AND THESE DESIGN GUIDELINES.

7. All selections are reviewed by the ARC and, in some cases, by a professional consultant.
8. In general, after approval, only those areas that are painted may be repainted; only those areas stained may be restained; unpainted surfaces and unstained areas (such as brick or stone) shall remain unpainted and unstained.

PATIO COVERS — ARC approval is required. Plans must show the exterior elevation, designate materials and colors, and include dimensions.

Applicable building permits must be obtained from Weld County and/or The Town of Johnstown.

PATIOS (ENCLOSED) — See Additions and Expansions.

PATIOS (OPEN) — ARC approval is required.

PAVING — ARC approval is required for front yard changes, regardless of whether for walks, driveways, patio areas or other purposes.

PLAY AND SPORTS EQUIPMENT - See also Basketball Backboards ARC approval is required. Equipment shall be located in the rear or side yard.

Size of play yards will be considered on a case-by-case basis depending on Parcel size and proximity to neighbors. Broken or non-functioning play and sports equipment is not allowed to be stored or accumulated on any homeowner's property and be visible from the street. The maximum height of the equipment should not exceed ten (10) feet. In some cases written consent from adjacent neighbors may be required.

PRIVACY SCREENS - ARC approval is required. Privacy screens must be constructed of wood and not exceed 6' in height.

RAIN BARRELS: ARC approval is required. Rain barrels up to 55 gallons are permitted in the back and side yards only and must be totally screened from view from the street. Rain barrels must be kept neat and free from algae and other growths. Visible rain barrels are treated as a violation and must be moved.

ROOFS — ARC approval is required. Submit colors and type of materials to be used. Uniformity with existing Units in the Community is required. All work is subject to obtaining required permits, approvals and licenses from all governmental entities with jurisdiction, inclusive of the town of Johnstown and/or Weld County.

SHEDS — ARC approval is required. Owners should use the Design Review Request Form to request approval. Materials shall be the same materials as on the exterior of the Home. One shed shall be allowed only in rear yards unless an exception is granted. The Shed must be the same color as the exterior of the Home, unless otherwise approved by the ARC. The shed shall not be more than eight feet six inches (8' 6") high at the peak; nor larger than 120 square feet. Siding, roofing, and trim material must match those on the Home. The ARC, in reviewing the application for shed approval, shall consider parcel grading, Fence locations, landscape screening, etc., in granting any approvals for a shed. All work is subject to obtaining required permits, approvals and licenses from all governmental entities with jurisdiction, inclusive of the town of Johnstown and/or Weld County.

SHUTTERS (EXTERIOR) — ARC approval is required. Exterior shutters must be the same materials and painted to match the color scheme of the exterior of the Home.

SIDING — ARC approval is required. Siding must be essentially the same as the siding installed by the builder on other Homes in the Community, and must be painted according to standards established in the Design Guidelines. See Painting. Aluminum or steel siding will not be permitted.

SOLAR COLLECTORS: ARC approval is required. Solar collectors or panels are permitted only on the roof of the house. Solar panels may not be placed in the yard, on the side of the house, the fence, the shed or anywhere else beside the roof of the house. Solar panels not placed on the roof will be treated as a violation and it will be necessary to remove them.

SKYLIGHTS — ARC approval is required.

SPRINKLER SYSTEMS — See Irrigation Systems.

POOLS/SPA'S — ARC approval is required. The size of the pools (either above or in ground) will be considered on a case-by-case basis depending on parcel size and proximity to neighbors. Homeowners are responsible for ensuring that your pool/spa complies with applicable Town of Johnstown ordinances at all times

STORM DOORS — See Doors.

SUNSHADES — See overhangs.

TREE HOUSES — Not Permitted.

UNDERDRAINS — Modification or impeding the flow of drainage is prohibited.

UTILITY EQUIPMENT — Installation of utilities or utility equipment requires ARC approval unless located underground or within an enclosed structure. Pipes, wires, poles, utility meters and other utility facilities must be kept and maintained to the extent reasonably possible, underground or within an enclosed structure.

VANES — ARC approval is required.

VENTS — See Rooftop Equipment.

WALLS — RETAINING — A single retaining wall shall not be more than thirty-six inches (36") in height (measured at the exposed side) without an engineering plan. Where required by the ARC, the Owner shall provide a detailed landscape plan, indicating the size and exposure of the retaining wall at the time of plan review for approval. Owners are liable for their respective lot drainage. Retaining walls shall be constructed of brick, treated wood, natural stone, or similar materials, subject to approval by the ARC. Exposed concrete retaining walls are specifically forbidden. Maintenance of retaining walls on individual lots is the responsibility of the Owner. All work is subject to obtaining required permits, approvals and licenses from all governmental entities with jurisdiction, inclusive of the town of Johnstown and/or Weld County.

WELLS — Not Permitted.

WIND TURBINES — Needs approval from ARC.

WINDOWS — ARC approval is required for all windows not of the same make or design as originally installed by the builder. Submission of plans and specifications to the ARC shall include a description of the window frame materials and color. Mill finish on aluminum windows is specifically prohibited. Replacement windows shall be substantially the same as those initially installed.

THESE DESIGN GUIDELINES WERE INITIALLY ADOPTED BY THE BOARD, at a special meeting of the Board which was held on the 20th day of September, 2014, and are hereby adopted as amended by the Board at meetings of the Board on the October, 15th 2014 and July 19th 2017. As provided in the Declaration and as provided in this document, these Design Guidelines are subject to amendment by the Board of Directors.

Karl Hagman President

GENERAL RULES AND REGULATIONS

1. **Owner Responsibility:** Each Owner is responsible to ensure that the Owner, including children, Tenants, guests, developers and contractors/builders working for Owner, complies with these Rules; and each Owner is subject to the enforcement actions contained herein.
2. **Noxious or Offensive Activities:** No person will allow any noxious and offensive activity, including noises, to be conducted upon the Owner's Parcel, nor will any Owner allow any activity of any kind upon the Owner's Parcel to become an unreasonable annoyance or nuisance to any other Owner or Resident per the town of Johnstown ordinances.
3. **Insurance Risk:** No person will allow any activity or condition upon the Owner's Parcel, nor any activity by the Owner nor any affiliate of Owner (any person other than an Owner, whose right to be within the Pioneer Ridge Community arises out of that person's relationship with the Owner) upon the Common Area, which would increase the rate of insurance on any Association property, without prior written approval of the Board.
4. **Littering, Dumping:** No person will allow any littering, dumping, dropping, or abandoning any amount of any type of material within the boundaries of the Pioneer Ridge Community, except in approved garbage receptacles.
5. **Wildlife:** No person will interfere with or disturb any wildlife on the Pioneer Ridge Community common area. Any wildlife considered to be a "varmint" or pest causing natural resource damage or public endangerment will be controlled by the responsible authority. Any wildlife on private property will be handled within the laws of the town of Johnstown and the State of Colorado.
6. **Outside Storage:** No furniture, fixtures, appliances, or similar items not designed for exterior use may be stored in any manner visible from any other Parcel or common area.
7. **Temporary Structures:** Homeowners shall allow any temporary structure to be kept upon the Owner's Parcel for a period NOT to exceed 72 hours. Furthermore, there shall be no tent, shack, temporary structure or temporary building shall be placed upon any property within the Common Interest Community except with Design Review Committee consent.
8. **Approved Pets:** Household pets which are commonly kept as pets. Such as dogs, house cats, birds and other common household pets, may be kept as household pets within Pioneer Ridge Community without prior approval so long as they meet state and county requirements. Before any other type of animal may be kept as a household pet,

the Owner must first obtain written approval from the Board of Directors. Animals may only be kept in such numbers and in such a manner so as not to create a nuisance or health hazard and in accordance with the town of Johnstown code and laws. No animal or any structure associated with any animal may be kept in any location, which is visible from any other parcel or common area except as approved by the Architectural Review Committee. Horses, cattle, sheep, chickens, and other livestock or wild animals are not permitted.

9. **Animal Control:** Any animal kept by an Owner when not in a controlled area on their own property must be on a leash or similar restraint under direct control of the handler or Owner. Any animal, which creates any nuisance by continual barking, causing damage to other people's property or otherwise disturbing persons or other animals must be controlled. Any domestic animal that is running loose in the Pioneer Ridge Community, not under direct leash control and off its Owner's property, may be removed by Animal Control. Owners must immediately use a "pooper scooper" or other method to clean up after their pets when they are off of their personal property.
10. **Automobile Repair:** Light repairs that do not leave the vehicle inoperable after dusk are allowed. Major vehicle repair (engine repair, transmission repair, etc.) will not be performed in any visible area from any other parcel or common area.
11. **Interference with Electronic Devices:** No Owner will permit any activity to be conducted on the Owner's Parcel which interferes with any television, radio, home computer or similar electronic device operation within Pioneer Ridge Community.
12. **Swing Sets, Recreational Equipment:** All swing sets or other recreational equipment (Including location and color) must be approved by the Architectural Review Committee prior to installation. All equipment must be screened as much as possible from any other Parcel and the Common Area.
13. **Basketball Hoops:** Please refer to the Design Criteria Document for permanent basketball hoops. Temporary basketball backboards also are acceptable but must be placed in such a manner that they do not block sidewalks and pedestrian walkways and are not placed in streets.
14. **Trash Collection:** Only approved plastic containers are to be used for trash and recycling. Trash and recycling containers should not be placed at the curb before the evening prior to pickup and removed from the curb by end of the pickup day. The trash placement and removal days/times should be adjusted accordingly due to the trash holiday collection schedule. The storage of all trash and recycle containers (on non-trash collection days) should not be visible from the street.
15. **Developer/Builder Provided Trees:** Any of these trees that are removed, must be replaced by a similar type tree of which is on the Town of Johnstown approved tree list.
16. **Holiday Decorations:** A tasteful, temporary decoration or display, if it is clearly incidental to and customarily and commonly associated with any national, local, or religious celebration, is allowed within the community. Such display is exempt from any setback regulations of this community, however such display shall be erected no more than 45 days prior to and removed no more than 30 days after the celebration in question.
17. **Signs:** Unless permitted in the Declaration, no sign of any kind shall be displayed to the public view on any part of the Parcel or Home, except one professional sign per

dwelling advertising a dwelling for sale or rent. All signs, including political signs, shall be removed from any homeowner property at the end of the last sale day or campaign end. Non-advertising security system signs and sports team signs are allowed. No signage is allowed on the common elements.

18. **Political signs** may not exceed thirty-six inches by forty-eight inches and only 1 sign per contested political office or ballot issue in an upcoming election is permitted. Political signs may be displayed no more than 45 days prior to the day of election and must be removed no later than 7 days after the campaign ends. Political signs are not permitted on common areas.
19. **Rain Barrels:** ARC approval is required. Rain barrels up to 55 gallons are permitted in the back and side yards only and must be totally screened from view from the street. Rain barrels must be kept neat and free from algae and other growths. Visible rain barrels are treated as a violation and must be moved.
19. **Solar Collectors:** ARC approval is required. Solar collectors or panels are permitted only on the roof of the house. Solar panels may not be placed in the yard, on the side of the house, the fence, the shed or anywhere else beside the roof of the house. Solar panels not placed on the roof will be treated as a violation and it will be necessary to remove them.
20. **Gazebos** – ARC approval is required. Gazebos may be up to 12'x12' in size and must be constructed of wood or other material matching the material of the house. Gazebos must be painted or stained to match, blend-in, or complement the color scheme of the house, and installed in the back yard unless otherwise approved by the ARC. Metal roofs of matching color are permitted. Construction of Gazebos over easement areas is not permitted and applicable building permits are required. Dimensions and location must be submitted on drawings.

TRAFFIC & ACCESS RULES AND REGULATIONS

1. **Motor Home Vehicles, House Trailers and Camper Trailers or other like Vehicles:** Not permitted to be located or parked permanently within the Community as set forth in the Declaration. Such vehicles may be stored only within garages. The Association does not permit enclosed structures other than garages for this type of storage. A total of 48 hours is allowed for loading prior to and an additional 48 hours for unloading such vehicles after a homeowners trip. Visitors to homeowners utilizing the above conveyances must move said conveyances from the general area after 48 hours. Visitors may not obstruct sidewalks or streets with any maintenance equipment or devices for their conveyances nor may they use the streets or sidewalks for any furniture placement, coverings or other household or camping items. All Guideline and Declaration stipulations concerning recreational and trailer equipment apply to visitors. All motor home vehicles and trailers are subject to the town of Johnstown law, please contact the town of Johnstown for further restrictions. No activity such as

repair, rebuilding, dismantling, repainting or servicing of any kind of trailers or boats may be performed or conducted in the Community unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property.

2. **Motorized Vehicles:** Motorized vehicles are not to be driven on greenbelts or Common Elements. This includes snowmobiles, golf carts, motorcycles, mini-bikes, go carts, mopeds and delivery trucks but excludes maintenance equipment of the HOA's landscaping contractor or subcontractors or any other contractor authorized by the board or committees. Such vehicles shall not be parked so as to be visible from any of the homes or the street.
3. **Motorized Commercial Vehicles:** Commercial vehicles must be parked in the garage or driveway. All stipulations in the Declarations and Guidelines regarding the care and maintenance of motor vehicles also apply to commercial vehicles. Motorized commercial vehicles with a total weight rating of one ton or less are allowed as long as the homeowner uses such vehicle on a daily basis commuting from home to work and back. Any excess of more than one motorized commercial vehicle must be stored out of sight in the garage or off-site. All commercial vehicles in excess of one ton must have Board approval to be parked in the community.

PUBLIC SAFETY & FIRE PREVENTION RULES AND REGULATIONS

1. **Fire Hazards:** No owner will permit any condition on the Owner's parcel or common area which creates a fire hazard or which is in violation of any permanent or temporary fire prevention regulations of any government authority.
2. **Propane, Gas, Oil Tanks:** No Owner will permit any liquid propane, gasoline (except in 5 gallon safety containers), oil or similar substances to be stored or kept in any tanks or other storage devices within Pioneer Ridge Community. The provisions of this section will apply at all times and to any such materials kept for any purpose, including construction. Fuel tanks used for family outdoor cooking appliances are hereby excepted.
3. **Outside Burning:** No Owner will permit any outside fires except barbecues, outside fireplaces, and braziers. All outside fires must be kept within facilities approved by the local Johnstown fire department.
4. **Fire Hazard Prevention:** Each Owner will remove from the Owner's Parcel all dead branches, brush, and other material which would create a fire hazard, and each Owner will perform such other tasks, as requested by the Board, to remove or eliminate material which constitutes or creates a fire hazard. The Board will remove such material and take similar actions with respect to the Common Area. No fire is permitted within ten feet of any bush, tree or other flammable materials.

THE COMMON AREA RULES & REGULATIONS

1. **Use of Common Areas:** Except as otherwise approved by the Board and shown on an approved master plan, the common area will not be altered, no structure may be constructed upon the common area, and no item is allowed to be placed or stored in the common area.
2. **Pedestrian Walkways:** Free use of walkways and free circulation of foot traffic within Pioneer Ridge will be maintained at all times. No owner will allow any obstruction of any walkways upon the Owner's Parcel or located within the common area.
3. **Trails:** No horses, mules, burros, or other such animals may be kept or ridden on any street, walkway, or common area within Pioneer Ridge.
4. **Common Area Storage:** No storage is allowed in the common area without the prior consent of the Board except in any common area the Board may designate as a storage area.

MAINTENANCE RULES & REGULATIONS

1. **Maintenance of Improvements:** Each Owner will maintain all improvements upon the Owner's Parcel, including walkways and paving, in the same or a superior condition, and each Owner will promptly make all necessary or appropriate repairs and replacements to any such improvements. Work will not be performed prior to 8am and will need to be completed prior to dusk.
2. **Landscape Deadline:** Landscaping must be installed by Owner within 180 days from the date of Certificate of Occupancy on property. Any exception to this rule must be an extension of time granted by the Architectural Review Committee, in writing.
3. **Maintenance of Landscaping:** Each owner will maintain the landscaping upon the Owner's Parcel in the same or superior condition. Each Owner will diligently maintain, cultivate, husband, protect, and preserve all shrubs and trees upon the Owner's Parcel, including installation of any needed erosion control measures which may arise. Dead shrubs and trees are to be removed by Owner and in accordance with other sections in this document. Landscaping can NOT be kept in disrepair.
4. **Maintenance of Common Area:** The Common Area will be maintained by the Pioneer Ridge Community Association.
5. **Maintenance of Unimproved Parcel:** Each Owner is responsible for trash and/or maintenance of his and/or her parcel of land.

ARCHITECTURAL REVIEW

1. **In General:** The Architectural Review Committee is the committee created by Article V of the Declaration. The Architectural Review Committee will have three or more members. Its general purpose will be to ensure that all development within Pioneer Ridge complies with the Requirements of the Community Declaration as

well as the Design Criteria Guidelines and Standards. The Architectural Review Committee will be responsible for the review and approval or rejection of all improvements within Pioneer Ridge. Any appeal of a decision of the Architectural Review Committee concerning a violation of Association Rules shall be made to the HOA Board as provided in Section J.

2. **Fences:** All common area fences along greenbelt or natural areas will be maintained by the Association. Any modification to the common area fences including but not limited to access gates and/or messaging for animal control of common area fence must be specifically approved by the Architectural Review Committee in writing. Fences and/or walks/brick columns/entrance monuments (individually and collectively "Fences") constructed by developer and/or builder along or abutting Parcel lines, arterial streets, collectors streets or local streets may not be removed, replaced, stained or painted a different color or altered, including adding a gate, without approval of the ARC Committee. If any such Fences constructed by developer and/or builder which are located upon an Owner's Parcel are damaged or destroyed by owner or Owner's agents, guests, or tenants, the Owner shall repair and recondition the same at the Owner's expense.

Interior lot (along the lot frontage and between Owner lots) fencing shall meet the specifications as defined in the Design Criteria Guidelines and Standards, and be approved in writing by the Architectural Review Committee prior to beginning construction. If the Homeowner's property has part of the Community fence, the homeowner will be able to taper the property fence from the community fence down to the permitted 5 foot property fence.

POLICY FOR HOA GREENBELT ACCESS

We understand that there can be occasions where there is a need to access your home via the greenbelt areas for purposes such as construction, landscaping, deliveries, etc. While it is our intent to allow this to occur, it must be done in a manner so as to not damage anything in the process and to protect the condition of the greenbelt areas. In order to achieve this we have a procedure that must be followed.

Homeowners (HO) must email the information below to the property manager prior to any equipment, vehicles etc. from entering the greenbelt areas. It is also understood and the HO agrees by submitting the request that the HO is solely responsible for any and all costs associated with damage that results in their or their contractor's access to the greenbelt areas. Any and all damage to ground, i.e. ruts, turf, groundcover, etc., sprinkler systems and fencing will be the financial responsibility of the HO to repair and or restore to its original condition prior to access. Please work with your contractor to help ensure no damage is done.

Failure to make an access request will result in a \$250 fine. In addition to any costs to repair damage that may have result from unauthorized access. Management company and or BOD have sole discretion in the final approval of any repairs that may be performed.

After the work is done, be sure to email pictures showing the greenbelt area that was accessed. The information required is:

1. Name, address, and phone number
2. Approx date of access & length of time needed Purpose of access.
3. What type of vehicle will access the area
4. Pictures with date stamp of area prior to access
5. Pictures with date stamp of area after access