

HANDBOOK OF RULES AND REGULATIONS
FOR
THE MEADOWS AT POUFRE RIVER RANCH
A PLANNED COMMUNITY
AND
THE MEADOWS AT POUFRE RIVER RANCH OF GREELEY SUBASSOCIATION
(Assessment Group 2)

The information in this handbook further defines the regulations and procedures established in the Declaration of Covenants. The information within this handbook was current at the time of printing, but may be updated without notice.

Association Rules

The Meadows Association rules are based on common sense and courtesy. These rules help to maintain the operation and appearance of the Community and provide all Homeowners with the comfort and convenience that we expect in our home environment. The rules are based on the Covenants under which we made our home purchases. "ARC" used below refers to Architectural Review Committee. "Common Area" is all areas outside the walls of the individual Living Units, and outside of porches, patios, decks and driveways. Discussion directly with neighbors of any problems that come up between us is always encouraged. An alternative is to call our Property Manager for assistance. It is hoped that all Owners will respect the rights of other Community Members and that we will all enjoy living in the pleasant surroundings of The Meadows.

A. General Guidelines

1. Report any exterior concerns to the Managing Agent, especially when delay might cause further damage.
2. Homeowners shall not make or permit disturbing **noise** in the Living Unit or anywhere on the premises. Radio, television, stereo, musical instruments, etc. shall not be played in any manner that will disturb other Homeowners. Please be considerate with the use of wind chimes.
3. No **nuisance** shall be permitted to exist or operate upon any property so as to jeopardize property values or to be detrimental to the well being of any other Member of the Association. Nothing shall be done that could imperil insurance on the community property of the Association.
- X 4. No **light** shall be emitted from any Lot, which is unreasonably bright, or causes unreasonable glare; no sound shall be emitted on any Lot which is unreasonably loud or annoying; and no odor shall be emitted on any Lot which is noxious or offensive to others
5. No Living Unit may be used for any other purpose other than as a **single-family residence**.
6. No **business or commercial activity** shall be carried on or within the Community other than those home occupations defined as such in the City of Greeley Zoning Code.

Article 6 CC & R
Sec 23 Leases

7. Short-term leases are not permitted. A copy of the lease agreement between an owner and tenant should be filed with the managing agent.
8. All Living Unit exteriors shall be kept in a clean, safe, and attractive condition, and no rubbish, refuse, refuse containers, or garbage shall be allowed to accumulate.
9. No signs or advertising devices of any nature shall be erected or maintained on any part of the Community without written approval of the ARC. Exceptions are 36 inch x 36 inch "For Sale" signs, security signs and political signs allowed by law 45 days prior to an election, and removed the day after the election.
10. ARC approval is not needed for installation of a dish that is 39 inches or less in diameter. Transmission devices may not be mounted on the front of the Living Unit. The device should not be mounted higher than the ridgeline of the roof.
11. All seasonal banners, lights, or decorations should be removed from the Living Unit at the end of the season. No flag should be hung if tattered or torn. No objects such as posters, signs, stickers, decals and tinfoil should be placed on or affixed to the windows or doors where they are visible from the exterior of the building.
12. The patio, deck area or open space surrounding the home should not be used for storage. This area is meant for patio furniture and grills. Storage sheds, boats, bicycles and similar items should be stored within the garage.
13. Snow removal from interior drives, driveways and sidewalks will be done by a snow removal company hired by the Association. It is not practical for them to come more than once a day, so Owners are expected to maintain care in keeping driveways and sidewalks free of ice. Contact the Association manager for recommended products that will not damage the concrete.
14. No activities shall be conducted on the Common Areas that are or might be unsafe or hazardous to any person in the Community. No firearms or fireworks shall be discharged in accordance with City Ordinances. No open fires may be lighted in any Common Area.

15. No **garbage, refuse, rubbish or cuttings** shall be deposited on any street, and not on any Common Areas unless placed in a container located on Owner's driveway on the scheduled day of collection. Trash containers will be kept in the interior of the Living Unit except on **trash collection** day. This container can be one rented from the trash disposal company used by the Association, or personally provided by Owner.
16. All common areas, including lawns, are open to Owners to use for their **personal recreational purposes**, including, but not limited to sports, games, picnics, social activities, and access to the 2 bridges over Ditch #3. It is expected that such use will be respectful of Owners living in houses adjoining these areas and to the Community. Some of these areas are behind houses or are in very close proximity to private patios/decks, so contacting these Owners prior to use would be the neighborly thing to do.
17. Please contact the Board for a variance for specific **larger social activities** using Common areas, such as weddings, parties, or other non-family events.
18. There shall be no **clothes drying** outside the interior of the Living Unit and no clothes poles or lines shall be installed or maintained at anytime outside the interior of the Living Unit.
19. **Garage sales** are permitted. Please have someone available to manage parking.
20. Owners are liable for any and all **damages to Association property** caused by themselves, their families, or their guests.

B. Architectural:

1. No appurtenant alterations, additions or improvements may be made to the common elements. All draperies, verticals and mini blinds will be kept in good condition where seen from the outside of the Living Unit.
2. Owners will not paint, stain, or otherwise change the **color of the exterior** of any home. Owners must request ARC approval of any change to exterior of Living Units such as windows, screens, doors, and storm doors. ARC approval is required for any changes to exterior patios/decks, such as privacy walls, wind screens, etc. Any **stucco repairs** must be approved in advance by ARC.
3. Owners are responsible for **maintaining the exterior** glass, doors, screens, garage doors and surfaces of patios/decks, courtyards walks and driveways located adjacent to the Living Unit, all exterior electrical lights and fixtures, skylights, roofs, water and sewer transmission lines from the point of connection with the city service to the Living Unit, and all power, gas, telephone and cable lines at the point those lines connect to their respective services and run to the Living Unit. **The Association has the right to require owners to complete needed maintenance.**
4. **Storm doors** may be full glass or partial glass. Polished brass is not permitted. Storm doors will bronze or brown in color. White, black or other colors are not appropriate. Handles, hinges and trim must be black polished chrome or bronze color.
5. Owners must apply to ARC to request approval of **changes in landscaping, including plantings and grading.** Approval will not include reimbursement for the cost of owner initiated, ARC approved changes in landscaping unless the changes are determined by the ARC to be in the best interests of the Community. All mowing, watering, weeding, pruning will be done by the Landscaping company hired by the Association to do so.
6. No **accessory buildings, dog runs or electric/electronic fencing or electronic leashes** are permitted.
7. ARC approval is required before any **hot tub** is installed on the exterior of any Unit.
8. No tanks for the **storage of gas, fuel, oil,** or other materials shall be erected, placed or permitted above or below the surface of the Lots.

C. Pets:

1. Owners may keep a reasonable number of household **pets**, subject to existing ordinances of the City of Greeley, CO.
2. **All pets shall be kept in the interior of any Living Unit.** Pets should **not** be kept on balconies or decks, or tied to the outside of the unit, or to any part of Common areas.
3. Any pet must be kept at all times on a **leash** and under the control of the owner if the pet is taken from the interior of any Living Unit.
4. It is the responsibility of every pet owner to maintain all lawn areas used by the pets to avoid any noise or odor or nuisance to any other owner within the Association. **ANIMAL FECES MUST BE PICKED UP AND DISPOSED OF IMMEDIATELY.** Any dead grass or damage to lawns resulting from pet defecation/urine must be treated/replaced at the owner's expense.

D. Parking:

1. **One personal passenger vehicle** may be parked outside the garage on any Owner's driveway on a regular basis.
2. **Recreational vehicles** may be parked on the Owner's driveway for a period up to 48 hours and then they must be removed from the property or placed within the garage.
3. **Parking along the private asphalt drive is not permitted** with the exception of parties, short-term deliveries, unloading, or people employed to do work within the Living Unit. During these excepted times, **one lane of the drive MUST remain open for emergency traffic in accordance with local Fire & Safety ordinances.**
4. No activity such as **maintenance, repair, rebuilding, dismantling, repainting, or servicing** of any kind of vehicles, trailers, or boats may be performed on any Common Area or driveway. All such activity must be contained within enclosed structures. **Washing and polishing cars** is excepted.
5. Garage doors should remain closed.

E. GENERAL ADMINISTRATIVE RULES

1. Any consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers.
2. Any formal complaint regarding the management of the property or regarding actions of other unit owners will be made in writing, signed, and mailed to the Executive Board of the Community Association.

F. Delinquency Policy

1. All **monthly/quarterly dues** must be paid to the Association not later than the 10th of the month in which it is due. Payments made after the 10th of the month will be considered delinquent. A **\$25 late fee** will be charged per month, per installment.
2. Any Owner **delinquent in monthly dues/assessments** for more than 60 days will have the cable television shut off to the Living Unit. Cable will be restored once all delinquent fees have been paid. A service fee will be assessed to reconnect the cable.
3. The Board will refer all accounts **delinquent more than 90 days** to the attorney for filing of a Lien. All costs, fees and expenses for such proceedings will be added to the owner's outstanding account.

G. FINES AND ENFORCEMENT OF RULES AND REGULATIONS

1. The Association may adopt, amend, repeal and enforce rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use of any property within the project. Any such rules and regulations shall be reasonable and uniformly applied. Such rules and regulations shall be effective only upon adoption by resolution of the Executive Board of the Association. Copies of the currently effective rules and regulations will be made available to each Member upon request and payment of the reasonable expense of copying the same. Each Member shall comply with such rules and regulations and shall see that Related Users comply with such rules and regulations. Such rules and regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the rules and regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail. [Article IV, Section 14, Declaration of Covenants, Conditions, and Restrictions for The Meadows]
2. Each Day that a violation continues after notice shall be considered a separate violation. The total amount of fines will be added to and become part of all other assessment to which the Lot/Living Unit is subject.
3. The Executive Board of the Association may, subject to the provisions hereof, levy an Assessment against any Member if (a) the willful or negligent failure of the Member or Related User of the Member to comply with this Declaration, the Articles of Incorporation, the Bylaws of the Association, rules and regulations adopted by the Association, or guidelines or ruled adopted by the Association Architectural Review committee have resulted in the expenditure of funds to cause such compliance, or (b) if a Member or a Related User of the Member shall fail to pay any fines or penalties established in the rules and regulations of the Association for breach of or failure to comply with this Declaration or such rules and regulations. Such Assessments shall be known as Reimbursement Assessments. The amount of the Reimbursement Assessments shall be due and payable to the Association thirty (30) days after notice to the Member of the decision of the Executive Board of the Association that the Assessment is owing. [Article V, Section 7, Declaration of Covenants, Conditions, and restrictions for The Meadows]

4. **Fines** resulting from non-compliance with Rules and Regulations

- a. The Association, acting through an officer, Board member or managing agent, must give the Owner written notice of the fine or damage charge which describes the violation or damage and the amount of the damage or penalty fine.
- b. Owners who are not in compliance with these rules and regulations will be fined at a rate of \$10.00 per day until they are in compliance.
- c. Owners have the right to request a hearing with the Board if they dispute the violation or damage.