
**COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.
Policies, Operating Procedures, and Rules**

Maintaining the quality of life for all residents is the intent of your Homeowners Association's governing documents. To achieve this goal, Policies, Operating Procedures and Rules were adopted to provide the greatest good for the greatest number of people. This document has been prepared as a convenient reference for both owner and renter residents in the Country Club Homeowners Association (CCHOA) Inc. neighborhood. The complete text of the restrictive covenants and obligations are found in the CCHOA's Declaration of Covenants and Bylaws, which all owners should have a copy of and be familiar with.

Board of Directors:

President: _____ Date: _____

Vice-President _____ Date: _____

Treasurer: _____ Date: _____

Secretary: _____ Date: _____

At Large Director: _____ Date: _____

1. Covenants Compliance

- A. An important goal of the Covenants Compliance Committee (CCC), which previously was called the Architectural Control Committee, is to improve efforts to preserve the nature of our neighborhood and value of our homes. **Proactive neighbors interacting with other neighbors are the key to maintaining the standards of the neighborhood.**
- B. The CCC has the responsibility to assist with education regarding, and compliance with, the protective covenants of the CCHOA. The CCC serves under the supervision of the elected Board of Directors of the CCHOA. Its authority derives from the Declaration of Protective Covenants.
- C. The CCC seeks to avoid conflict through a thorough, ongoing education process aimed at ensuring all residents are aware of the covenants, the fact that they are enforced, and the processes for obtaining CCC approval for covenant-related issues and building projects.
- 1) To this end, a yearly mailing will ensure residents are aware of the covenants, know whom their CCC members are, and reiterate the process for covenants compliance.
 - 2) The Operating Procedures of the CCC will be listed as part of that education, such that residents are aware of the processes the CCC will undertake to ensure compliance and do not consider CCC action as personal or vindictive.
 - 3) Additionally, new residents will be advised of the covenants through their closing entity (e.g., Real Estate agent, Title Insurance Company, Mortgage Broker). A newcomers' welcome visit that addresses the covenants and the information sent to residents yearly will, as available, complement this information.
- D. General Homeowner Responsibilities: Maintaining the quality and character of the neighborhood is the responsibility of all residents with the CCC acting as a representative of the homeowners as a whole. Homeowner responsibilities include the following:
- 1) Owners are responsible for maintaining their own property. The property shall be kept in a clean, sightly, and sanitary condition. Fences and decks shall be kept in good condition/repair.
 - 2) Rental properties. It is the homeowner's responsibility to ensure tenants adhere to the covenants. Use your neighbors and/or rental managers to give you timely feedback on renters' impact on your property.
 - 3) Outside improvements/repairs. Building permits shall be required in accordance with the Colorado Springs Building Code and shall, for external projects that change the appearance of the lot or associated structures, be coordinated with the CCC, to ensure compliance with the covenants prior to submittal to the Pikes Peak Regional Building Department (PPRBD), if required. See Exhibit E for the Application Form for Architectural Change and Exhibit F for the Application Form for a Variance Request.

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- a) Requests for CCC approval, either for construction or a variance, shall be submitted by homeowners to the CCC by hardcopy means with sufficient detail to convey the type, scope, location, materials, etc. to be used in the project as well as the timeframe for completion.
 - b) Simple hand drawn or computer-generated sketches shall accompany the request to facilitate CCC understanding.
 - c) Additionally, the homeowner shall include full contact information to include address, telephone number, email, etc.
 - d) Quick approval/feedback is our goal; call us so we can help speed things along.
- 4) Landscaping. Homeowners are responsible for maintenance of lawns, shrubs, trees, and/or landscaping materials. Lawns that are dying or dead, full of weeds, or neglected need attention. Homeowners do not need CCC approval to re-landscape when the re-landscaping does not change the essence or character of the neighborhood.
 - 5) Working from home is common and should not be any different than staying at home. However, when conducting a business from home is noticeable with increased traffic or activity, causes parking issues, or is an annoyance to the neighbors, then this type of business is prohibited by covenants and city code.
- E. To assist Owners in determining whether an improvement or addition to their home or lot would fall within the guidelines of the CCHOA and if a request would need to be made, Exhibit G was created.
- 1) Exhibit G lists common items for improvement or addition to a home or lot but should not be considered all-inclusive. Homeowners with questions about an item not on this list can contact the CCC for further clarification/assistance.
 - 2) Some items on this listing have pre-approved guidelines specific to that subject and are outlined in Exhibit G.
- F. CCC Approval Actions: The CCC is responsible for reviewing architectural applications from homeowners within the neighborhood.
- 1) The CCC will plan meetings as needed to review applications. If there are no applications pending and no enforcement actions to be taken, the meetings may be cancelled.
 - 2) Upon receipt of an application, the CCC will inform the applicant of the date their application will be reviewed.
 - 3) Upon review, the CCC will advise the applicant immediately as to the outcome of the review.
 - a) If the application is approved unchanged, the applicant is immediately free to begin construction of the applied for action, assuming city approval has been granted (if required).
 - b) If revisions are necessary, the CCC will state the reason for the rejection, and advise as to how the application may be made compliant.

- c) All haste will be made in the process to avoid unnecessary delays in approval.
- 4) In reviewing applications, the CCC will use as its guide this document, the covenants of CCHOA, and the building codes of the city of Colorado Springs.
 - a) In each case of conflict between covenants and city codes, the more restrictive requirement will be levied.
 - b) Rejections will cite the specific ordinance or covenant item that the application violates.
 - c) Approvals and rejections will be made by majority vote of the CCC.
- 5) The CCC shall approve or disapprove within 30 days after the plans and specifications have been submitted to it.

G. Violations Processes

- 1) A uniform, well-publicized covenant compliance process is essential to homeowner understanding and compliance. The Board/CCC will adhere to the following process, taking care to document its actions at each step of the process:
 - a) The CCC must receive a **written** complaint from at least **two Lots** (Owners and/or Tenants (Complainants)) to set the process in motion. Written complaints may be submitted through the CCHOA web site or directly to a CCC member. See Exhibit H for the Violation Forms.
 - b) The CCC may conduct reasonable investigations (including visual inspections) to determine if a violation exists. Complaints that cannot be reasonably verified may be dismissed in the sole discretion of the CCC.
 - c) If this visit establishes there is no violation, both the complainant and the accused will be notified in writing, and a written record of the transactions made.
 - d) If a violation is noted, time is of the essence in notifying the offending party ("Alleged Violator") and minimizing unnecessary cost to the offender.
 - i. If feasible, CCC personal contact will be made, immediately after finding of reasonable probability of violation. The personal visit will be made to explain the violation, and explain the options the homeowner has in reaching compliance.
 - ii. In addition, the CCC will send a written notice ("Violation Letter") to the owner. The Violation Letter will outline the offense and advise the Alleged Violator that they have 30 days to correct an existing violation, and that work on a violation in progress must cease immediately. It will also detail the subsequent steps the CCC will undertake to ensure compliance.
 - iii. The CCC will attempt to gain the cooperation of the Alleged Violator(s) to correct the violation and, if necessary, invite the Alleged Violator to appear at a CCC and/or Board meeting to further discuss the issue.

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- iv. After the timeline stated in the Violation Letter, if the infraction is a violation of a City of Colorado Springs ordinance, a complaint will be made to the City's Code Enforcement Division verbally and in writing. It is assumed the City will take all future steps to ensure compliance, but committee members may monitor the process to ensure the City has taken appropriate action.
 - v. If the violation is not prohibited by City ordinance, the CCC may take additional action. This may include, but is not limited to, additional site visits, "second notice" letters, and legal action through the counsel retained by the CCHOA.
 - If the Alleged Violator does not come into compliance within 30 days of the initial Violation Letter, this will be considered a second violation.
 - Second and subsequent letter(s) may then be sent to the Alleged Violator, explaining the nature of the violation and the proposed CCHOA CCC additional action(s).
 - The letter(s) shall further state that the Alleged Violator is entitled to a hearing on the merits of the matter at the next Board meeting provided that such hearing is requested in writing within 15 days of the date on the violation letter.
 - If a hearing is requested by the Alleged Violator, the Board, CCC or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved prior to the hearing date.
 - The alleged Violator has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined as "a person or group of persons who have the authority to make a decision regarding the enforcement of the association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.
 - Prior to the beginning of each hearing the Board must be called into Executive Session to ensure confidentiality for all parties.

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- At the beginning of each hearing, the presiding officer shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing.
 - Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances.
 - Neither the Complainants nor the Alleged Violator are required to attend the hearing.
 - The Impartial Decision Maker shall base its decision solely on the matters set forth in the complaint, results of the investigation and such other credible evidence as may be presented at the hearing.
 - After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed 15 days, render its written findings and decision.
 - If the Alleged Violator fails to request a hearing within 15 days of any Violation Letter, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing.
 - The decision of the Impartial Decision Maker shall be in writing and provided to the Alleged Violator and Complainant within 15 days of the hearing, or if no hearing is requested, within 15 days of the final decision.
- vi. The CCC, when desiring the CCHOA's assistance, will notify the Board of Directors, defining the offense and corrective action needed.
- vii. Any legal action must be approved in advance by a majority of the CCHOA Board at a scheduled meeting.
- viii. The CCHOA will support and enforce the provisions of the protective covenants through the CCC provided the Board of Directors agrees with the corrective action proposed by the CCC and provided the alleged violations of the protective covenants can be corrected.
- ix. Parties to Violations: Owners shall be responsible for violations committed by their contractors, guests, family members, and tenants; for example, pets kept by tenants or signs placed by real estate agents.

- x. The Board may contact the police, any regulatory or licensing authorities or other parties having jurisdiction over the matter regarding the Alleged Violation.

H. Dispute Resolution

- 1) The CCHOA believes that the cost, complexity, and delay inherent in court proceedings make litigation a particularly inefficient means of resolving community disagreements. Further, relationships in our community may be damaged through use of adversarial means of resolving disputes. Accordingly, the CCHOA encourages the use of alternative methods for resolving disputes.
- 2) Notwithstanding the above, nothing in this Dispute Resolution Policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet.
- 3) Neither the CCHOA nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.
- 4) In the event of any dispute between the CCHOA and an Owner (and disputes between individual Owners) in situations that do not involve an imminent threat to the peace, health, or safety of the community, the CCHOA and Member(s) involved in the dispute shall work to resolve the dispute using the procedures set forth below prior to filing a complaint in court or otherwise initiating a legal proceeding.
 - a) For each of the resolution processes, Colorado law governs the process and the parties do not waive their right to employ legal counsel at their own expense to assist them.
 - b) In the event of any dispute involving the CCHOA and an Owner, the Owner is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation.
 - c) Any Owner is entitled to attend and address his concerns with the Board at a Board meeting and under certain reasonable time restrictions set by the Board.
 - d) The CCHOA or any Owner wishing to resolve a dispute ("Initiating Party") will provide the other participant(s) with a written statement, referred to as "Request for Resolution" describing:
 - i. The nature of the dispute, including the date, time, location, persons involved, and the other participant's role in the dispute; and
 - ii. A request for what the Initiating Party would like the other participant to do or not do to resolve the dispute; and
 - iii. Times and dates that the Initiating Party may be available to communicate directly with the other participant(s) to discuss good faith ways to resolve the dispute.
 - iv. The meeting should be within 30 days from the date of the Request for Resolution unless otherwise agreed by the parties.

- e) Any controversy between the CCHOA and the homeowner arising out of the provisions of the governing documents may also be submitted to mediation or arbitration by agreement of the parties prior to the commencement of any legal proceeding.
- i. Mediation. If the parties agree to mediate the dispute, they will participate in good faith, subject to the following:
 - The parties will select a mutually acceptable mediator within 30 days of the date of receipt of the Request for Resolution, with a trained, neutral mediator. If the participants cannot reach agreement on whom to select as a mediator, a mediator shall be appointed by a third party or parties.
 - The mediator will facilitate the process but will not make decisions for the parties.
 - The parties will use best efforts to schedule mediation within 60 days from the date of the Request for Resolution.
 - The cost of mediation will be shared equally among the participants unless they agree otherwise.
 - The mediator shall provide the participants, and the CCHOA if the CCHOA is not a participant, with documentation noting who attended and that the mediation occurred.
 - The agreement of the parties, if one is reached, may be presented to the court as a stipulation.
 - Either party to the mediation may terminate the mediation process without prejudice.
 - ii. Arbitration:
 - If the parties do not resolve the dispute through mediation, the parties may submit the dispute to binding arbitration with a trained, neutral arbitrator who will decide the outcome of the dispute based on evidence and testimony provided by the parties.
 - Each participant must provide the other(s) with the name of at least one acceptable arbitrator.
 - If the participants cannot reach agreement on who to select as an arbitrator, an arbitrator shall be appointed by a third party or parties.
 - The participants will work with the arbitrator to establish the date(s) for the arbitration.
 - The decision of the arbitrator will be final and binding on the parties to the fullest extent permitted under the laws of Colorado. Judgment may be enforced in any court having jurisdiction.
 - The participants shall mutually agree on an arbitrator.
 - The cost of arbitration will be shared equally among the participants unless they agree otherwise; Provided, however, that the arbitrator shall have authority to require one

participant to pay all or a portion of the other participant's legal fees to the extent such an award is permissible under law.

- The Arbitrator shall provide the participants and the CCHOA if the CCHOA is not a participant, with findings of fact and conclusions.
- iii. If the parties resolve any dispute through mediation, or arbitration, and a participant fails to abide by the terms of the agreement or award, the non-defaulting party may initiate legal proceedings to enforce the agreement or award without need to comply with the provisions of this policy. Additionally, the party taking action to enforce the agreement or award shall, if that participant prevails, be entitled to recover from the non-complying participant all costs incurred in enforcing the agreement or award, including without limitation, attorney fees and costs.

2. Dues Collection Policies

- A. Owners who wish to be CCHOA Members in Good Standing are responsible for paying dues as provided in the CCHOA's governing documents.
- B. CCHOA Members are responsible for contacting the CCHOA and making arrangements for the delivery of all payments to the CCHOA, whether by mail, web site, or in person.
- 1) CCHOA Members must notify the CCHOA in writing of any change in their mailing address or status immediately.
 - 2) The CCHOA shall not be liable for any errors or omissions in any call for dues to the CCHOA Member or Tenant as a result of a failure to notify the CCHOA in writing of an address change.
- C. Checks containing a restrictive endorsement on the back may, at the option of the CCHOA, either (i) be returned to the CCHOA Member or Tenant and the amount tendered shall be considered unpaid, or (ii) be deposited without waiving any of the rights and remedies of the CCHOA to unpaid sums, whether or not the restrictive endorsement is crossed out.
- D. Returned Checks
- 1) The CCHOA will impose an administrative fee (currently \$20.00) for all returned checks, drafts or money orders.
 - 2) If two or more of an Owner's/Tenant's checks are returned unpaid by the bank within any fiscal year, the CCHOA may require that all of the Owner's/Tenant's future payments, for a period of one year, be made by certified check, cash, or money order.
 - 3) The CCHOA shall not be obligated to process any payment more than once.

4. Additional Procedures and Considerations

The following policies and considerations are attached separately but shall be part of these Policies, Operating Procedures, and Rules:

- Exhibit A— *Meetings*
- Exhibit B— *Investment of Reserve Funds*
- Exhibit C— *Records*
- Exhibit D— *Conflicts of Interest*
- Exhibit E— *Application Form for Architectural Change*
- Exhibit F — *Application form for Variance Request*
- Exhibit G— *Improvement(s) Restrictions - General*
- Exhibit H— *Violation Forms*
- *Exhibit I— Landscape Considerations (Information Only)*

**EXHIBIT A
MEETINGS**

1. Conducting Meetings

- A. CCHOA meetings shall be conducted in accordance with the CCHOA governing documents, including the CCHOA Bylaws, and in accordance with the Colorado Revised Nonprofit Corporation Act (“CRNCA”). In addition, all meetings shall be conducted in accordance with the most recent version of Robert’s Rules of Order.
- B. At all meetings, attendees are expected to maintain proper behavior and decorum, which requires that attendees shall:
 - 1) Be respectful to others present and to the meeting process;
 - 2) Refrain from name-calling, use of foul language, and other aggressive behavior;
 - 3) Differentiate statements of opinion from statements of fact; and
 - 4) Speak only when acknowledged by the chair of the meeting (“Chair”).
- C. If an attendee fails to observe the above standard, demonstrating inappropriate behavior, which negatively impacts the CCHOA’s meeting(s), the Chair shall issue one warning to the attendee.
- D. If inappropriate behavior continues, the attendee may be asked to leave the meeting.
- E. If the attendee refuses to comply, the meeting may be adjourned at that time, even though there are agenda items not yet heard, or the Chair may take other action, at the sole discretion of the Chair, including request for police assistance.

2. Owner/Tenants Participation at Board Meetings

- A. All meetings of the Board of Directors, except Executive Sessions, are open to attendance by any Owner/Tenant (i.e., Renter) or any person designated in writing by that Owner/Tenant as the Owner’s/Tenant’s Representative.
- B. All Owners/Tenants or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings of the Board.
 - 1) The Board shall designate an appropriate time at the beginning of the meeting for all Owners/Tenants or their representatives to speak on any matter shown on the agenda, but such period shall not exceed a total of 20 minutes with a maximum of five minutes per Owner/Tenant..
 - 2) Owners/Tenants who wish to discuss a certain issue, complaint, or requests shall submit such in writing at least 15 days prior to the Board meeting.
 - 3) A reasonable number of persons may speak on each side of any issue.
 - 4) All or any Owners/Tenants or designated representatives wishing to speak shall sign a sheet with the Secretary prior to the meeting and the

Board's President shall allocate the time permitted among the various Owners/Tenants or designated representatives who wish to speak.

- 5) After the designated time, any attendees who are not board members shall not participate in any deliberation or discussion of the Board unless expressly authorized by the Board.

3. Owner Participation at Annual and Special Meetings of Owners

- A. Any Owner or designated representative of Owner may speak at the designated time in the agenda upon any issue requiring a vote of the Owners.
- B. The total length of any time for Owners or designated representatives speaking on a single issue of any meeting of the Owners shall not exceed the time set forth by the president at the beginning, but not exceeding a time limit of 20 minutes per issue raised, and the President shall pro-rate that time among the various Owners who speak on the issue.
- C. All issues, complaints, and requests shall be submitted to the Board in writing 15 days prior to the annual meeting.

4. Notice of Meetings

- A. Board Meetings: Notice of Board Meetings shall be given in accordance with the CCHOA governing documents.
- B. Homeowners Meetings: Notice of Homeowners Meetings shall also be given in accordance with the CCHOA Documents, but in addition, notice of such may be physically posted in a conspicuous place to the extent such posting is feasible and practical and may be given by electronic posting or electronic mail notices.

5. Secret Ballots

- A. In an election of directors, the Board shall be in charge of providing secret ballots which protect the voters' privacy but also provide for the security of the election if said election is contested or there are more candidates than positions to be filled.
- B. For the purpose of counting the ballots, the Board shall designate two home owners who volunteer and are not candidates, related to any candidates and who are not serving on the Board and who are selected at random if there are more than two volunteers.
- C. For elections that are uncontested or where the number of candidates equals the number of positions to be elected the vote may be taken by hand, acclamation, voice or ballot.
- D. Any CCHOA Member present at the meeting may request a secret ballot and the request shall be granted.

6. Executive Sessions

- A. The CCHOA Board may meet in executive closed sessions to discuss matters pertaining to consultation with legal counsel, investigative proceedings concerning possible or actual criminal misconduct, or any matter of disclosure which would constitute an unwarranted invasion of individual privacy.
- B. The CCHOA Board Members shall preserve attorney-client privilege regarding consultation and communications from legal counsel.
- C. Prior to the start of an Executive Session, all attending Board Members will be sworn in to ensure confidentiality.

EXHIBIT B
RESERVE FUNDS

Reserve funds shall not be invested. They shall be maintained in an on-demand deposit account..

EXHIBIT C
RECORDS RULE

1. **CCHOA Records Policy.**

- A. The CCHOA shall retain and make available to Members the records specifically set forth in the CCHOA's Declaration or Bylaws and the CRNCA.
- B. The CCHOA's Board of Directors, ("Board"), may adopt, in its discretion, a List of CCHOA Records setting forth the records which may be available for inspection.
- C. Members may inspect those records as provided by the CRNCA, C.R.S. § 7-136-101 et seq.

2. **Examination Procedure.**

- A. The CCHOA requires that the Owner submit a written request (in the form of the attached "**Document Request Form**") describing with reasonable particularity the records sought; such form must be received at least ten (10) days prior to inspection or production of the documents.
- B. The CCHOA may limit examination and copying times to the next regularly scheduled Board meeting if the meeting occurs within thirty (30) days after the submission of the written request.
- C. Owners who desire to examine CCHOA records must make a mutually acceptable appointment with the records custodian and designate the estimated amount of time requested for records examination.
 - 1) If possible, the CCHOA shall make an appointment with the Owner at a place and a time convenient to both parties, to conduct the inspection.
 - 2) However, if the request requires the participation of a Board member, the time, place and length of inspections will be based upon the schedule of the Board member.
 - 3) All appointments for inspection will be limited to one (1) hour unless otherwise agreed by the Board member; if additional time is needed, additional appointments will be made.
 - 4) At the discretion of the Board, records will be inspected only in the presence of a Board member or other person designated by the Board.
 - 5) The Owner shall not remove any document from the CCHOA's records, nor shall the Owner remove records from the CCHOA's place of business.
 - 6) Certain records may be copied, at the Owner's expense.
 - a) During an inspection, the Owner may designate such records for copying by use of tab, clip, or Post-It note upon the pages desired, but may not otherwise alter the records (for example, no folding, pencil or pen marks, etc.).
 - b) The CCHOA's records custodian, on behalf of the CCHOA, will make the copies.

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- c) The CCHOA shall impose a reasonable charge, which shall be collected in advance and may cover the costs of labor, including labor to use, retrieve, observe, copy and deliver records, and the cost of material for copies of CCHOA records.
 - 7) Maintaining CCHOA information is an important function of the CCHOA. Therefore, in order to ensure that records are not tampered with, removed, or destroyed, an agent of the CCHOA may remain present to observe Owners while they examine CCHOA records and the CCHOA may charge for any labor of such agent.
 - 8) Copies should be available within ten (10) working days of receipt of the request unless the condition or voluminous nature of the records makes this time frame impractical. In such cases, the copies should be made available as soon as is practical.
 - a) Depending on the number of pages requested, the records custodian may request that the Owner return at a later date to pick up the requested copies, in order to allow personnel to set aside time to reproduce the documentation requested.
 - b) A right to copy records under this policy includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request by the Owner. Any applicable charges shall be collected in advance.
 - c) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the CCHOA's location where the inspection or copying is taking place.
 - 9) The CCHOA is not obligated to compile or synthesize any information.
 3. **Exclusions.** Records maintained by the CCHOA may be withheld from inspection and copying to the extent that they concern any of the following:
 - A. Architectural drawings, plans, and design, 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 negotiations;
 - C. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
 - D. Disclosure of information in violation of law;
 - E. Records of an Executive Session of the Board; or
 - F. Individual lots other than those of the requesting Owner.
 4. **Other Confidential Records.** Records maintained by the CCHOA are not subject to inspection and copying and must be withheld to the extent that they are of concern to the following: Personal identification and account information of Owners, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers and social security numbers.

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5. **Prohibition of Illegal or Commercial Use.** Any records of the CCHOA, including without limitation, any 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 and shall not be used for any purpose which violates any law or this policy, including without limitation, any use which constitutes harassment, invasion of privacy, or bullying of any person. Without limiting the generality of the above, without the consent of the Board, any record of the CCHOA, including without limitation, any membership list, or any part thereof, may not be:
- A. Used for any commercial purpose; or
 - B. Sold to or purchased by any person.
6. **Seller Disclosures.**
- A. Upon written request complying with this policy, an Owner who is selling his/her home shall either provide to the buyer or authorize the CCHOA to provide to the buyer all of the CCHOA's governing documents.
 - B. To request written copies of the above records, the Owner or the Owner's agent must follow the rules and procedures listed under Section 2 above and must pay in advance the copying charges described in Section 2 above.
 - C. If records are available on a website, the Owner or Owner's agent should use that website to obtain the records.
 - D. Furthermore, the Owner has the responsibility to obtain from the buyer a signed acknowledgement of receipt of the required information and disclosure statement.
 - E. The Owner is then responsible for delivering the signed acknowledgement to the CCHOA as soon as possible after it is acquired.
7. **Enforcement of Rule.**
- A. Any violation of this Rule shall cause the immediate suspension of the inspection or copying until the violator agrees in writing to comply with this Rule, as well as other remedies such as fines.
 - B. The CCHOA will not honor any requests for inspection or copying that do not comply with this Rule, but the CCHOA may send a written notice to the person who made the request indicating the nature of any noncompliance.
 - C. Any CCHOA representative who receives an oral request for inspection or copying shall refer the person making the request to this Rule, and the CCHOA or its representatives will have no further obligation to respond until it receives a written request on the Document Request Form.
 - D. The CCHOA Board shall be entitled to resolve any dispute regarding the CCHOA's records based upon the Board's reasonable business judgment.

- E. It is the obligation of every Owner to hold all information in appropriate confidentiality so that information is not released to other parties or misused by others.
- F. The CCHOA shall not be liable for the disclosure or copying of any records which are required to be provided by statute or judicial proceeding.
- G. The CCHOA does not warrant or represent the accuracy, completeness, or any other matter in the records provided.
- H. The requesting Owner shall release and indemnify the CCHOA from any and all claims and liability related to the requested records and any disclosure and/or use of such records.
- I. The Board may in its discretion, adopt a records retention and/or deletion procedure for any and all records, except as otherwise restricted by law.

LIST of CCHOA RECORDS FOR POSSIBLE EXAMINATION AND COPYING

The following CCHOA records may be available for examination and copying to the extent in existence and control by the CCHOA, and in compliance with the CCHOA's Records Rule:

1. Declaration of Covenants, Conditions and Restrictions of the CCHOA (the "Declaration"); (this shall include the recording date and recording number of the Declaration);
2. Articles of Incorporation;
3. Bylaws;
4. Policies, Operating Procedures, and Rules, and Resolutions adopted by the CCHOA and other Rules or Policies, relating to the characteristics, qualifications, rights, limitations, and obligations of Members.
5. Detailed records of receipts and expenditures affecting the operation and administration of the CCHOA;
6. Minutes of all meetings of its Owners and the Board, a record of all actions taken by the Owners or the Board without a meeting, and a record of all actions taken by any committee of the Board;
7. Written communications among, and the votes cast by, Board Members that are directly related to an action taken by the Board without a meeting pursuant the CCHOA's Bylaws;
8. The names of the Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the CCHOA communicates with them, showing the number of votes each Owner is entitled to vote;
9. Financial statements for the current and past three fiscal years and tax returns of the CCHOA for the past seven years, to the extent available.

DOCUMENT REQUEST FORM

Name of Requesting Party: _____

Relation of Requesting Party to Unit: _____

Property Address: _____

Daytime Phone: _____ Email: _____

Please specify which records you are requesting to be examined or copied :

Governing Documents:

- Declaration (Covenants)
- Bylaws
- Articles of Incorporation
- Policies, Procedures, Rules and Regulations

Financial Documents:

- Financial Statement

Other:

- Please describe: _____

The undersigned agrees to pay the cost of copying, as set by the CCHOA's Board.
Payment must be received at time of service, paid by check.

Acknowledgement

This form must be received before any inspection or copying of records. Examination of books and records of the CCHOA is available during normal business hours in accordance with state law. Certain information is required to be made available. However, the persons requesting the information are solely responsible for any legal liability or damages arising from or relating to their use of the information. The CCHOA assumes no liability or responsibility for the information provided, nor its use or misuse. *The CCHOA does not warrant or represent the accuracy, completeness, or any other matter in the materials provided.* The Requesting Party agrees that any information shall not be used for commercial, solicitation, illegal or improper purposes, and to indemnify the CCHOA from any claims or expenses resulting from the use of such information. Any expense in fulfilling the Member's request shall be the expense of the Member and not the CCHOA and shall be due at the time services are rendered.

Signature of Requesting Party: _____ Date: _____

EXHIBIT D
CONFLICTS OF INTEREST

1. The Board of Directors shall comply with all of Colorado's statutory provisions regarding disclosure of conflicts of interest as found in the Colorado Revised Nonprofit Corporation Act. A "conflict of interest" is defined by the Colorado statutes, but generally means any contract, transaction, or other financial relationship between the CCHOA and a Director, or between the CCHOA and a party related to a Director, or between the CCHOA and an entity in which a Director of the CCHOA is a Director or Officer or has a financial interest.
 - A. Director means a member of the CCHOA's Board of Directors.
 - B. A party related to a Director means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a Director or Officer or has a financial interest.
 - C. The CCHOA shall make no loans to its Directors or Officers. Any Director or Officer who assents to or participates in the making of any such loan shall be liable to the CCHOA for the amount of the loan until it is repaid.
2. Each Board member is obligated by law to disclose, in an open Board meeting, any existing conflict of interest prior to any discussion or action on that issue, and the Board member shall not vote on such issue.
 - A. If a Board member is uncertain as to whether a conflict of interest exists, the member must assume that it does in fact exist and proceed accordingly.
 - B. The above notwithstanding, at any Board meeting, a Board member with a conflict of interest may be counted "present" for the purpose of determining whether a quorum exists.
3. No conflicting interest transaction shall be voidable by an Owner or on behalf of the CCHOA if the facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction; the facts are disclosed to the Owners or Board members entitled to vote on the matter and they vote to authorize the transaction; or the conflicting interest transaction is fair to the CCHOA.
4. The CCHOA may require that all Board members sign a copy of this rule to acknowledge that they have read and understand it and will comply fully with it.

EXHIBIT E
APPLICATION FOR ARCHITECTURAL CHANGE

This form supports CCHOA Protective Covenants. The Board/CCC requires sufficient information to understand the proposed change to the property, so that compliance with the Protective Covenants can be verified.

- a. Fill out the first page of the form below and send a copy to the CCHOA mailing address shown below or provide to any current member of the Board of Directors or CCC.
- b. Attach any diagrams, plans, letters from affected neighbors, or additional information as needed. Generally, the plans submitted to Pikes Peak Regional Building Department (PPRBD) for the building permit are sufficient (if required).
- c. Upon review, and if no further questions or discussion are necessary, the second page will be completed and returned for final signature.

APPLICATION FOR ARCHITECTURAL CHANGE

Property Information

Date of Request: _____

Owner: _____

Address: _____

Phone: _____ Email Address _____

PPRBD Permit Number (if applicable): _____

Project Description (include dimensions, location on lot, style and finish of structure, etc.)

APPLICATION FOR ARCHITECTURAL CHANGE (CCC REVIEW)

Board/CCC Review

Primary Reviewer: _____ Completion Date: _____

Phone: _____ Email Address: _____

Application Approval

- Approved as planned
- Approved with changes
- Disapproved

Comments (description of changes, rationale for disapproval, etc.)

Reviewer Signature

Date

Property Owner Acceptance

Date

EXHIBIT F
APPLICATION FORM FOR VARIANCE REQUEST

This form supports the CCHOA Protective Covenants. The Board/CCC requires sufficient information to understand the proposed change to the property, the rationale for the requested variance, and to determine if all compliant solutions have been duly considered.

- Fill out the first page of the form below and send a copy to the CCHOA mailing address shown above or provide to any current member of the Board of Directors or CCC.
- Attach any diagrams, plans, letters from affected neighbors, or additional information as needed. Generally, the plans submitted to Pikes Peak Regional Building Department (PPRBD) for the building permit are sufficient.

Upon review, and if no further questions or discussion is necessary, the second page will be completed and returned for final signature.

Note: An automatic variance (i.e., a variance request does not have to be submitted by the Owner) will be granted for accessory structures of 120 square feet or less in gross floor area for placement anywhere in the rear yard setback so long as the structure does not encroach into any recorded easement, unless an easement encroachment has been granted by the City.

REQUEST FOR VARIANCE TO CCHOA PROTECTIVE COVENANTS

Property Information

Date of Request: _____

Owner: _____

Address: _____

Phone: _____ **Email Address:** _____

PPRBD Permit Number (if applicable): _____

Project Description

Description of Proposed Variance

Alternatives Considered

REQUEST FOR VARIANCE (CCC REVIEW)

Primary Reviewer: _____ Completion Date: _____

Phone: _____ Email Address: _____

Variance Approval

- Approved as requested
- Approved with changes
- Disapproved

Comments (description of changes, rationale for disapproval, etc.)

Reviewer Signature _____ Date _____

Property Owner Acceptance _____ Date _____

EXHIBIT G
IMPROVEMENT(S) RESTRICTIONS – GENERAL

In some cases, where specifically stated, a homeowner may proceed with improvements without advance approval if the homeowner follows the stated guidelines. Where specifically stated, some types of improvements require CCC review. A general guideline is if a PPRBD permit is required for outdoor work, the homeowner should check with the CCC to ensure the proposed work is in compliance with the CCHOA Covenants.

1. **Decks.** Approval is required. Decks shall not be located so as not to obstruct or greatly diminish the view or create an unreasonable level of noise for adjacent property owners. Construction shall not occur over easements and must be set back a minimum of five (5) feet from the property line.
2. **Dog Houses.** Approval is not required. Doghouses shall be located in a fenced back yard and must not be visible above the fence.
3. **Dog Runs.** Approval is required. In some cases, written consent from adjacent neighbors may also be requested.
4. **Gardens – Flower or Vegetable.** Approval is not required for flower or vegetable gardens. Vegetable gardens shall be located in the rear or side yard.
5. **Irrigation Systems.** Underground automatic irrigation systems will not require approval.
6. **Painting/Stucco.** Approval is not required if color and/or color combinations are harmonious with the neighborhood. If uncertain, check with the CCC to ensure the color selection is harmonious with the neighborhood.
7. **Play Structures and Sports Equipment.** Approval is not required if in back yard. However, consideration shall be given to adjacent properties (a 5-foot setback from the property line is recommended for trampolines, swing sets, etc.) so as not to create an undue disturbance. Large structures/equipment (in excess of 10 square feet) in front yard are prohibited.
8. **Playhouses.** Approval is not required if in back yard. However, consideration shall be given to adjacent properties (a 5-foot setback from the property line is recommended) so as not to create an undue disturbance. Prohibited in front yard
9. **Statues or Fountains.** If the statue or fountain is proposed for the front yard and will be greater than five (5) feet in height, including any pedestal, approval is required.
10. **Tree Houses.** Prohibited in front yard. Tree Houses shall be allowed in back yard. However, consideration shall be given to adjacent properties (a 5-foot setback from the property line, is recommended) so as not to create an undue disturbance.
11. **Portable “Potties”.** If an owner has a contractor wishing to have a “Port-A-Potty” delivered while working on a project for the owner, this information must be included in the submitted plan to the CCC.

**EXHIBIT H
VIOLATIONS FORMS**

CCHOA PROTECTIVE COVENANTS VIOLATION REPORT

Date of Report: _____

Violation Location Information:

Owner: _____

Address: _____

Description of the Violation:

Actions Taken Thus Far to Resolve the Matter:

Complainant 1 Name: _____

Complainant 1 Telephone Number: _____

Complainant 1 E-Mail Address: _____

Complainant 2 Name: _____

Complainant 2 Telephone Number: _____

Complainant 2 E-Mail Address: _____

Please attach any additional applicable information (e.g., pictures, drawings, etc.).

VIOLATION REPORT (CCC REVIEW)

Primary Reviewer: _____ **Completion Date:** _____

Phone: _____ **Email Address:** _____

Description of Findings:

Actions Taken:

Reviewer Signature: _____ **Date:** _____

EXHIBIT I
LANDSCAPE CONSIDERATIONS (INFORMATION ONLY)

1. **Deposit of landscape materials and supplies:** Landscaping materials that could potentially deposit silts and or dusts such as natural or chemically manufactured paints, oils, automobile leaks and trash should not be deposited for any extended amount of time on lawns immediately next to or on driveways, sidewalks, or streets in front of homes whereon those materials could runoff due to rain, snow or wind, and therefore end up flowing down the storm water gutter. If the deposit of these materials must be located in these areas the proper erosion control could be straw rolls staked into the yard around piles of fertilizer or dirt. Excessive dirt deposits on driveways, sidewalks or adjoining street(s) to homes should first be scraped; then swept up and deposited on the property or in the trash before utilizing water to hose off those areas.
2. **Slopes.** In some cases, there may be relatively steep slopes on an owner's property. It is important to note that if slopes are not landscaped severe erosion and silting may occur. Slopes and banks should be planted with drought tolerant plants. Terracing, constructing retaining walls or surfacing with stone or other free draining materials can lessen erosion of slopes. Loose aggregate or wood chips are not recommended on slopes unless measures are taken to prevent erosion or displacement by wind and/or water. Slopes can also be seeded with good covers, shrubs, and bushes to prevent erosion. Rock gardens are another technique to help prevent slope erosion and create a landscape amenity. Slopes given proper design treatment can become an attractive, interesting part of the landscape.
3. **Drainage.** When installing landscaping, it is very important to ensure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or against the house foundation, walkways, sidewalks, and driveway into the street. The Architectural Control Committee may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line, on the owner's property, to allow for absorption. Adverse effects to adjacent properties will not be tolerated. It is the Board's intent to remind homeowners that a potential hazard exists when proper drainage is not maintained. Grading can be used to create berm, slopes and swales which can define space, screen undesirable views, noise and high winds. It is suggested that berm slopes not exceed 3 feet of horizontal distance to 1 foot of rise or vertical height (3 to 1 slope) in order to permit greater ease of mowing and general maintenance.
4. **Retaining Walls.** Retaining walls may be used to accommodate or create abrupt changes in grade. Such walls should be properly anchored to withstand overturning forces. Stonewalls should be made thicker at the bottom than at the top to achieve stability. To avoid destructive freeze-thaw action, all retaining

walls should incorporate weep holes into the wall design to permit water trapped behind them to be released. Walls should **not** be located so as to alter the existing drainage patterns and should provide for adequate drainage over or through (by means of weep holes) the wall structure.

5. **Climate.** Typical climatic conditions of this area include low precipitation, low average humidity, variable winds, and a fairly wide temperature range.
6. **Screening Views and Directing Winds.** Plant materials can frame pleasant vistas such as views of the mountains. Less desirable views of adjacent land (e.g. highways) can be screened with dense coniferous plantings, earth mounds, fences or walls. High velocity winds can be effectively directed by dense planting. Care should be taken, however, to respect and preserve views of adjacent lots.
7. **Rockscapes.** Boulders and cobbles present an attractive alternative landscape element if used sensitively within the overall landscape composition. Large expanses of rock mulch without substantial shrub or groundcover plantings are unacceptable. Stone or gravel mulch with harsh, unnatural or high contrast colors shall be prohibited.
8. **Irrigation.** The semi-arid climate makes watering necessary. It is recommended that watering be done in the early morning or evening. One of the most common tendencies is to over-saturate lots. The Board urges each homeowner to conserve water and as a result minimize problems on their own lots as well as on adjacent property owner's lots caused by over-watering. This can be accomplished by watering at shorter cycles more often during the course of the day. Several systems can be used to water lawns; automatic sprinkler systems and portable sprinklers. The following are some facts to consider in selecting the type and location of the sprinkler system homeowners are going to use:
 - A. Size and shape of areas to be watered.
 - B. Type of turf or ground cover.
 - C. Available water supplies and pressure.
 - D. Environment of the area-wind, rain, temperature, exposure, and grades.
 - E. Low spraying irrigation devices may help to minimize wasted water due to wind.
 - F. Installation of an irrigation system directly adjacent to front sidewalks may eventually cause undermining and deterioration to concrete and paved areas.
 - G. Type of soil and its ability to accept water.
 - H. Drip irrigation systems are recommended for tree and shrub areas.
9. **Paved Areas.** Paving may be used to define areas of intense activity and circulation patterns, such as patios, walks, and steps. Materials that can be used to create attractive patterns and textures are brick, flagstones, stepping-stones, pre-cast patterned or exposed aggregate concrete pavers. These materials are often more desirable than asphalt or poured concrete. Sufficient slope should be maintained in all paved areas to insure proper drainage

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10. **Landscape Materials. Suggested Plant List.** Go to the Colorado State University Extension web site (<http://extension.colostate.edu/topic-areas/yard-garden/>) for suggested plants
 11. **Mulches.** Mulches modify the extremes of soil temperature and improve soil by producing humus and reducing evaporation loss. Suggested minimum depth for mulches is three inches. Mulches are typically used in shrubs and groundcover beds and may consist of a variety of organic materials such as ground bark, wood chips, pole peelings or chipper chips. Natural wood mulch has environmental advantages to plant material and its use is strongly encouraged.
 12. **Landscape Maintenance.** Good consistent maintenance is essential for healthy plant materials. The following are some suggested maintenance considerations and ways of minimizing maintenance problems:
 - A. Plant with regard to climate. Consider ultimate size, shape and growth rate of species.
 - B. Locate plants and irrigation heads out of the way of pedestrian-bicycle traffic and car bumpers.
 - C. Provide simple guying systems for trees for a minimum of two years and wrap trees most susceptible to sun scald with burlap or paper during fall or winter months.
 - D. Make provisions for efficient irrigation; drain and service sprinkler systems on regular basis and conduct operational checks on a weekly basis to insure proper performance of the system.
 - E. Provide good soil mixes with sufficient organic material, 30% per tilled depth is desirable.
 - F. Use mulch at least three inches deep to hold soil moisture and to help prevent weeds and soil compaction.
 - G. Provide required fertilization, weed and pest controls etc., as required for optimum plant growth.
 - H. Prune woody plants when needed. Never prune more than 1/3 of foliage.
 - I. Space groves of trees or single trees to allow for efficient mowing.
 - J. Locate plants with similar water, sun and space requirements together.