

**TRES VALLES WEST OWNERS ASSOCIATION  
POLICIES AND PROCEDURES  
REGARDING ARCHITECTURAL REVIEW STANDARDS AND PROCEDURES**

**SUBJECT:** Adoption of a policy and procedure to be followed regarding architectural review standards and procedures.

**PURPOSE:** To adopt standard procedures governing construction, erection, placement, installation, or alteration of any structure, building, fences, walls, canopies, awnings, roofs, exterior lighting facilities, athletic facility, or other similar improvements or attachments and to assist the Association to actively foster, promote and advance the common ownership interest in the community and to preserve the inherent architectural and aesthetic quality of the community.

**AUTHORITY:** The Declaration, Bylaws and Articles of Incorporation of the Association and Colorado law.

**EFFECTIVE**

**DATE:** August 3, 2013

**RESOLUTION:** The Association hereby adopts the following procedures to be followed:

1. Declaration of Covenants. The following text is taken directly from the Second Amended and Restated Declaration of Covenants and Restrictions of Tres Valles West:

1.1. RequiredApproval.

1.1.1. With the exception of improvements made by the Association on Common Area, for which approval is not required, no structure or any attachment to an existing structure, any building, fences, walls, canopies, awnings, roofs, exterior lighting facilities, athletic facility, antennas, or other similar improvements shall be constructed, erected, placed or installed upon the Property and no alteration of the materials or appearance (including color) of the exterior of a residence or other structure shall be made, and no change in the final grade of any Lot shall be performed, unless copies of plans and specifications therefor (said plans and specifications to show exterior design, height, materials, location of the structure or addition to the structure, as well as such other materials and information as may be required by the Architectural Review Committee) shall have been first submitted to the Architectural Review Committee and approved in writing by Board Architectural Committee, with input and recommendation from the Architectural Review Committee. The plans and specifications so submitted shall comply in all respects with the applicable building and zoning regulations

of the County of Huerfano and the Planned Unit Development of Tres Valles West.

- 1.1.2. An Owner may construct a six foot cedar privacy fence or a two or three split rail wood fence which does not exceed four feet in height measured from ground level without prior approval of the Board Architectural Committee; provided, however, that only a two or three split rail wood fence which does not exceed four feet in height shall be constructed on the boundary of a Lot which is contiguous to the Common Area.
  - 1.1.3. The Architectural Review Committee and the Board Architectural Committee shall exercise their reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to residences, other structures, and property, within the Property, conform to and harmonize with the existing surroundings, residences, landscaping and structures.
  - 1.1.4. In its review of such plans, specifications and other materials and information, the Architectural Review Committee and/or the Board Architectural Committee may require that the applicant(s) reimburse the Association for the actual expenses incurred by the Architectural Review Committee and/or the Board Architectural Committee in the review and approval process. Such amounts, if any, shall be levied as part of the Common Expense Assessment against the Lot for which the request for Board Architectural Committee approval was made and, as such, shall be subject to the Association's lien for Assessments and subject to all other rights of the Association for the collection thereof, as more fully provided in the Declaration.
  - 1.1.5. Notwithstanding the foregoing, no Owner shall have the right to materially alter or modify any fencing, landscaping or grading within the Common Area.
- 1.2. Acknowledgment of Owners. Owners acknowledge, accept and agree to the following:
- 1.2.1. Owners will not commence construction or installation of an improvement or any alterations to existing improvements, as more fully described above, including any changes to grade or any other disturbances or alterations to the surface of a Lot, until they have submitted improvement plans and specifications and received written approval from the Board Architectural Committee, with input and recommendation from the Architectural Review Committee;
  - 1.2.2. Owners shall immediately comply with any request by the Association for additional information relating to an improvement or alteration prior to the Board Architectural Committee's approval of a request and/or prior to the completion of an improvement or alteration. Failure to comply with such a request by an Owner shall result in the withdrawal of Board Architectural Committee approval, if previously granted;
  - 1.2.3. Board Architectural Committee approval does not constitute approval of the local building or zoning department, drainage design or structural soundness;

- 1.2.4. Owners shall notify the Architectural Review Committee of completion of the improvement's installation, construction or alteration within twenty (20) days of such completion;
  - 1.2.5. Upon completion of an improvement or alteration, Owners authorize the Architectural Review Committee or its representative(s) to enter onto the Lot for exterior inspection;
  - 1.2.6. Failure of an Owner to notify the Architectural Review Committee of completion of an approved improvement or alteration, or refusal to allow inspection, shall result in the withdrawal of the Board Architectural Committee's approval;
  - 1.2.7. If the improvement as built or altered does not conform to the improvement or alteration as approved by the Board Architectural Committee, the Board Architectural Committee's approval will be deemed withdrawn, and upon written request of the Architectural Review Committee and/or the Board Architectural Committee, Owners shall, at their own expense and cost, promptly bring the improvement or alteration into compliance with the submitted and approved plans and specifications;
  - 1.2.8. In the event of withdrawal of Board Architectural Committee approval for any reason(s) cited in this Section, and upon written request from the Architectural Review Committee and/or the Board Architectural Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of the improvement's installation, construction or alteration, and such withdrawal will be deemed to toll the statute of limitations as it pertains to the improvement until such time as the improvement is brought into compliance.
- 1.3. Architectural Criteria. The Architectural Review Committee and the Board Architectural Committee shall exercise their reasonable judgment to the end that all attachments, improvements, construction, landscaping and alterations to improvements on a Lot or landscaping of a Lot shall comply with the requirements set forth in the Declaration. The approval or consent of the Board Architectural Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, conformity and harmony of the exterior appearance of structures and improvements with neighboring structures, surroundings and landscaping, and conformity with the specifications and purposes generally set out in the Declaration.
- 1.4. Establishment of the Committees. The Architectural Review Committee shall consist of a minimum of three members appointed by the Board of Directors. The Board Architectural Committee shall consist of a minimum of three members, all of whom must be members of the Board of Directors, appointed by the Board of Directors. The Board of Directors shall have the authority to remove any members of the Architectural Review Committee and/or the Board Architectural Committee, at its sole discretion.

- 1.5. Architectural Guidelines. The Architectural Review Committee may propose architectural guidelines from time to time, which guidelines may be approved pursuant to the Bylaws and included in or with any Rules and regulation of the Association.
- 1.6. Reply and Communication. The Architectural Review Committee shall review applications submitted for architectural approval as required herein to ensure such applications comply with the architectural criteria set forth in the Governing Documents. The Architectural Review Committee shall then issue a recommendation to the Board Architectural Committee within thirty (30) days of the receipt of complete plans and other materials which the Architectural Review Committee may require. In the event the Board Architectural Committee fails to take any action on submitted plans and specifications within ten (10) days after the Architectural Review Committee issues its recommendation to the Board Architectural Committee, approval shall be deemed to be granted; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Governing Documents. All communications and submittals shall be addressed to the Architectural Review Committee in care of the Association.
- 1.7. Conditions of Approval. As a condition of approval for a requested improvement, structure, architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, affirms and shall assume, unless otherwise agreed in writing, all responsibilities for maintenance, repair, replacement and insurance to and on such improvement, change, modification, addition or alteration. In the discretion of the Board Architectural Committee, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.
- 1.8. Commencement and Completion of Construction. All improvements, structures, architectural changes, modifications, additions or alterations approved by the Board Architectural Committee must be commenced within one (1) year from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the Board Architectural Committee, unless the Board Architectural Committee gives a written extension for commencing the work; provided, however, any request for an extension shall not be unreasonably denied. If an extension has been granted and work has not commenced within two (2) years following the original date of approval by the Board Architectural Committee, then such approval shall be deemed revoked by the Board Architectural Committee; provided, however, the Board Architectural Committee may give a written extension for commencing the work so long as the plans and specifications comply in all respects with the most current applicable building and zoning requirements of the County of Huerfano and the Planned Unit Development of Tres Valles West. Additionally, except with written Board Architectural Committee approval otherwise, and except for delays caused by labor strikes, fires, national emergencies, critical materials shortages or other

intervening forces beyond the control of the Owner, all work approved by the Board Architectural Committee shall be completed within eighteen (18) months of commencement.

- 1.9. Variances. The Board may grant reasonable variances or adjustments from any conditions and restrictions imposed by the Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in the Declaration or in architectural guidelines. The Architectural Review Committee shall make recommendations to the Board as necessary in relation to any request for a variance from an Owner. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose hereof.
- 1.10. Right to Appeal. An Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Board Architectural Committee to the entire Board of Directors. The Board of Directors shall review the decision of the Board Architectural Committee pursuant to the criteria set forth in this Policy. Any decision of the Board Architectural Committee may be overruled and reversed on appeal by the Board of Directors by a written decision setting forth the reasons for the reversal when the Board of Directors conclude that the Board Architectural Committee's decision was inconsistent with the criteria set forth in this Policy.
- 1.11. Waivers. The approval or consent of the Board Architectural Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Board Architectural Committee as to any application or other matters subsequently or additionally submitted for approval or consent.
- 1.12. Liability. The Board of Directors, the Architectural Review Committee, the Board Architectural Committee, and the members of thereof, as well as any representative of the Board designated to act on their behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction. Neither the Board, the Architectural Review Committee, nor the Board Architectural Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements.
- 1.13. Records. The Association shall maintain written records of all architectural approval applications submitted and all actions taken and decisions made with respect thereto. Such records shall be open and available for inspection and copying by any Owner and such Owner's designated agent(s) during reasonable hours of the business day according to any policy adopted by the Board.

1.14. Enforcement. Enforcement of these covenants, restrictions, charges and other provisions, as amended, may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provision. The Association shall have the right, but not the obligation, to institute, maintain and prosecute any such proceedings. In any action instituted or maintained under this Section, the Association may be entitled to recover its costs and reasonable attorney fees incurred pursuant thereto, as well as any and all other sums awarded by the court. Failure of the Association to enforce any covenant or restriction contained in this Section shall in no event be deemed a waiver of the right to do so thereafter. In addition, or in the alternative, the Association shall have all other enforcement rights as set forth in this Policy

## 2. Application Process.

2.1. Review For Completion of Application. The Architectural Review Committee shall review the submitted application.

2.1.1. If complete, the Architectural Review Committee shall send notification of receipt to Owner.

2.1.2. If incomplete, the Architectural Review Committee shall contact Owner and request the missing item(s).

2.1.3. The 40-day clock (30 days for the Architectural Review Committee and 10 days for the Board Architectural Committee) begins once the **complete** package is received by the Architectural Review Committee.

2.2. Voting. The vote of a majority of the members of the Architectural Review Committee or Board Architectural Committee shall constitute action on any matter before it.

2.3. Decision and Notice. The decision of the Board Architectural Committee, and the reasons therefore if the application is not approved, shall be conveyed to the Owner by mail, email, facsimile, telephone or otherwise within 40-days after receipt of the completed application by the Architectural Review Committee. If such notice is by telephone, written notice shall be sent to the Owner as soon as practical.

2.4. Inspection Upon Completion. Upon notification of completion from Owner to the Architectural Review Committee, the Architectural Review Committee shall inspect the project to determine whether it has been completed in conformance with the plans. If not so completed, the Architectural Review Committee shall provide the Owner with a written notice of incompleteness (specifying the items of incompleteness) and allow the Owner a reasonable period of time within which to correct the items of incompleteness; the Architectural Review Committee may allow one or more extensions of time as may be reasonable under the circumstances. If the Owner does not correct the items of incompleteness, the Architectural Review Committee will notify the Board for enforcement action.

- 2.5. Noncompliance. The Board of Directors may issue and record a Notice of Noncompliance if the Owner fails to obtain written consent or fails to comply with the terms of the approval. In the event a Notice of Noncompliance is issued, the Lot shall be restored to its condition prior to the noncompliance within 30 days of issuance of the Notice of Noncompliance. The cost to restore the Lot to its condition prior to the noncompliance shall be the responsibility of the Owner who made the improvements. Such Owner shall also be liable for any damages or injuries resulting from such improvements.
- 2.6. Communications. All communications and submittals shall be addressed to the Architectural Review Committee via the Chairperson.
- 2.7. Appeal. Refer to Section 1.10.
3. Architectural Guidelines. All Owners must submit copies of plans and specifications, showing exterior design, height, materials, location and colors of the structure or addition to the structure to obtain written approval prior to starting any improvement. The following guidelines have been set:
  - 3.1. Approval Required. All building plans, including custom homes kits, and any outbuildings or fencing, must be approved by the Board Architectural Committee.
  - 3.2. Exterior Material. There is no restriction as to the type of material that may be used for the exterior of any structure so long as it meets the requirements contained in this Policy, and blends in, conforms to, and is harmonious with the natural settings and surroundings.
  - 3.3. Size. Residences must be a minimum of 1200 square feet of living area.
  - 3.4. Setbacks. All structures must be set back from Lot lines as follows:
    - 3.4.1. Front yard building setback: 60 feet (front yard is defined and measured from the access road (POA TVW road) to the first building, house, garage, tool shed, etc.)
    - 3.4.2. Side yard building setback: 25 feet
    - 3.4.3. Rear yard building setback: 30 feet
    - 3.4.4. All fences must be setback 10 feet from Lot lines, with the exception of those in the front yard where the setback shall be the same as provided in Section 3.4.1.
  - 3.5. Color. Exterior colors on all structures, including roofing, must blend in and be harmonious with the natural setting and surroundings.
  - 3.6. Survey. The Owner shall furnish documentation, satisfactory to the Architectural Review Committee, that there is no violation of any setback requirements in the

location of the driveway(s) and building site(s). The documentation shall be a survey performed by a licensed surveyor unless the Architectural Review Committee determines otherwise. Owner shall cause the corner points of the boundary of the Lot to be flagged in some manner so as to enable the Architectural Review Committee to locate the corner points during a site inspection.

- 3.7. Damage to Association's Roads. All driveways and roads created by Owner on Owner's tracts must be constructed and maintained in such a manner to prevent damage and/or necessary repair to roads and drainage ditches maintained by the Association.
- 3.8. Location of Improvements and Use. Effect of location and use of improvements on nearby Lots, improvements, operations and uses will be considered in all applications, as well as conformity with the plan, specification and purposes generally established within the Community.
- 3.9. Outdoor Lighting. Outdoor lighting will be kept to a minimum. Outdoor lighting plans must be submitted for approval. Motion sensor lighting will be considered and approved based on direction of beams.
- 3.10. Trash and Debris. The dumpsters paid for by the Association are only for disposal of household refuse by Owners. No type of construction debris is to be put in those dumpsters. Lot Owner, through contractor or otherwise, shall arrange for trash disposal containers appropriately sized for the project no later than when construction commences. A roll-off dumpster is recommended for large projects.
- 3.11. Trash and Debris Removal. Construction debris and trash shall be removed from the Lot no later than six (6) months after construction is completed. All (i) tree, brush and shrub cuttings, branches, stumps, etc., (ii) leftover road construction dirt and rock, and (iii) any other leftover material from any other work, shall be removed from the Lot with three (3) months after the work commenced unless otherwise permitted by the Architectural Review Committee.
- 3.12. Utility Corridor. Utility services (phone and electric cable, and water line) from the street to the construction site shall be routed along the driveway or grassy areas, to the extent practical, so as to avoid damage to trees and shrubs.
- 3.13. Owner's Responsibility for Contractor and Employees. Lot Owners are responsible for the actions of their employees and contractors on the Owners' Lot and on the Common Area, and shall take actions necessary to see that the employees and contractors follow the rules of the Association, including but not limited to, observing the speed limit, using safe driving practices, not feeding or chasing wildlife, using bear-proof trash containers where appropriate, preventing trash from blowing off the site (and picking up any trash blown off the site), and staying off Lots owned by others



and the Common Area other than the road from the main gate to the construction site, unless for a business purpose approved by Lot Owners.

- 3.14. Application Sequence. No application to construct a building or structure will be accepted unless it is submitted simultaneously with, or subsequent to, an application to construct a residence on the Lot, excepting small “tool shed” type structures with a footprint not exceeding 150 square feet and a roof peak not exceeding 12 feet.
  - 3.15. Damage to Utility Lines or Easement. In making improvements to property, Owners are responsible for locating all water, sewer, gas, electrical, telephone, cable television, or other utility lines or easements and are responsible for any damages to these utilities due to construction of any improvements.
  - 3.16. Commencement of Residential Construction. Owner shall comply with the interpretation contained in the “Commencement of Residential Construction” approved by the Board of Directors and attached to this Policy as part of Attachment 1. Owner shall notify the Chairperson of the Architectural Review Committee when construction has commenced.
4. Items Not Requiring Board Architectural Committee Approval. The following do not require approval of the Board Architectural Committee:
- 4.1. Privacy fence. An Owner may construct a six foot cedar privacy fence or a two or three split rail wood fence which does not exceed four feet in height measured from ground level; provided, however, that only a two or three rail split wood fence which does not exceed four feet in height shall be constructed on the boundary of a Lot which is continuous to the Common Area. Any cedar privacy fence shall be limited to (i) enclosing no more than three (3) sides of the house, and (ii) be no more than thirty-two (32) feet perpendicular from the sides of the house enclosed; any variance from these limitations shall require the approval of the Board Architectural Committee.
  - 4.2. Landscaping. All landscaping must blend in, conform to, and be harmonious with the natural settings and surroundings.
  - 4.3. Roof Replacement. Lot Owners may replace a roof if the new roof is the same type as the old roof (metal, composite, etc.) and same original color as the roof it replaces. Any other roof type or color requires the approval of the Board Architectural Committee.
  - 4.4. Exterior Repair/Restain. Lot Owners may repaint or restain the exterior of structures so long as the paint or stain is the same original color as the existing paint or stain.
5. Miscellaneous.

- 5.1. **Definitions.** Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
- 5.2. **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.
- 5.3. **Deviations.** The Board may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
- 5.4. **Effect of Governmental and Other Regulations.** Owners are responsible to ensure that use of property and improvements to property comply with applicable building codes and zoning requirements. Approval by the Board Architectural Committee will not constitute assurance that the improvement will comply with the applicable city or county code or regulation, nor that permits will be given.
- 5.5. **Attachments.** The following documents are attached to this Policy:
  - 5.5.1. Attachment 1: Article 6, Covenants and Restrictions on Use, Alienation and Occupancy, from the Declaration of Covenants, Conditions and Restrictions; and the Commencement of Residence Construction, effective May, 1, 2012. Please read them as they offer guidance on what can be done and not done on your Lot, and when your "construction" begins for purposes of certain date determination.
  - 5.5.2. Attachment 2: General Information About Building in Tres Valles West
  - 5.5.3. Attachment 3: Application for Architectural Review
- 5.6. **Amendment.** This Policy may be amended from time to time.

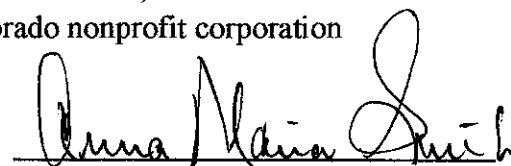
**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of the Tres Valles West Owners Association, a Colorado nonprofit corporation, certifies that the foregoing was approved by the Owners of the Association, at a duly called and held meeting of the Owners on August 3, 2013, and in witness thereof, the undersigned has subscribed his/her name.

**TRES VALLES WEST OWNERS  
ASSOCIATION,**

a Colorado nonprofit corporation

By:

  
President

## Attachment 1

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

#### ARTICLE 6 COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 6.1 Flexible Application of the Subsequent Covenants and Restrictions. All Lots within the Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors or by an appropriate committee (subject to review by the Board of Directors) if such strict application would be unreasonable or unduly harsh under the circumstances. Any such modification or waiver must be in writing.

Section 6.2 Authority. All provisions of the Governing Documents shall apply to Owners and their guests, tenants, invitees and licensees. Owners and their successors and assigns, by acceptance of a deed to their Lot, acknowledge that they have been given notice, and that:

- (a) The ability of Owners to use their Lots may be limited by the provisions in the Governing Documents.
- (b) Owners will be responsible for fines assessed against their tenants, guests and invitees for violations of the restrictions pursuant to the Governing Documents.
- (c) All fines imposed are collectable as Assessments.

Section 6.3 Use/Occupancy. All Lots within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any adopted Rules and Regulations. Lots shall not be used for any purpose other than a residential dwelling (including all ancillary uses permitted by applicable zoning ordinances) except as set forth in this Section. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and do not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials; (c) increased traffic or parked vehicles beyond that reasonable and customary to a residential dwelling use; (d) permanent or long term parking of heavy equipment, including semi trailers; (e) the use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar or other commercial purposes.

Section 6.4 Leasing and Occupancy. Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

(a) "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner; provided, however, for the purposes of this Declaration, leasing shall not include the occupancy of the Lot by the child or parent of an Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing.

(b) Short term occupancies and rentals of Lots of less than 30 days shall be prohibited, without prior written permission from the Association.

(c) All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.

(d) Each Owner who leases his or her Lot shall provide the Association, upon request, a copy of the current lease and tenant information, including the names of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.

(e) Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each lease applicant.

(f) All occupancies, leases and rental agreements of Lots shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.

(g) All occupancies of Lots shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration, and the Owner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.

(h) Leases shall be for the entire Lot.

(i) All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.

(j) The Association shall have the authority to adopt Rules and Regulations, pursuant to the Bylaws, regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

Section 6.5 Maintenance of Lots and Improvements. Except during any period of construction or reconstruction, each Lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot, the Common Area or any road. The Association, and its agents, shall have the authority, after giving the Owner 30 days written notice, to enter, replace, maintain, repair and clean up Lots which do not conform to the provisions of this Section, and to charge and collect from the Owner thereof all reasonable costs related thereto as an Assessment hereunder.

Section 6.6 Restrictions on Pets. No animals, livestock, reptiles, poultry or insects of any kind, shall be raised, bred, kept or boarded in or on the Property; provided, however, that the Owners or residents of each Lot may keep a reasonable number of dogs, cats, fish or other domestic animals which are bona fide household pets, so long as such pets are not kept for any commercial purpose and not kept in such number or in such manner a to create a nuisance to any resident(s) of the Property. Horses may be kept on a Lot. An Owner's or resident's right to keep household pets shall be coupled with the responsibility to pay for any costs to the Association for any damages caused by such pet(s). Owners shall hold the Association harmless from any claim resulting from any action of their pets or the pets of their tenants, guests or other invitees.

Section 6.7 Nuisances. No nuisance shall be permitted within the Tres Valles West Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or resident or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or any Common Area, or any portion of the Tres Valles West Community by Owners or residents. Further, no unlawful use shall be permitted within the Tres Valles West Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Tres Valles West Community or a portion thereof shall be observed.

Section 6.8 Vehicular Parking, Storage, and Repairs.

(a) Parking upon any Common Area shall be regulated by the Association.

(b) Any house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, motor-driven cycle, truck (larger than one ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, may be parked or stored

on or within the Property only if such parking or storage is done wholly within the enclosed garage located on a Lot or is otherwise screened so as to not be visible from any road, except that a tent, recreation vehicle or house trailer may be placed on a Lot for a maximum period of ninety (90) consecutive days in any one calendar year for camping. This restriction contained in this Section, however, shall not restrict trucks or other commercial vehicles within the Property which are necessary for construction or for the maintenance of the Common Area, Lots, or any improvements located thereon.

(c) No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on a Lot or within the Community. An "abandoned or inoperable vehicle" shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association.

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

(e) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on or within the Property, unless it is done within a 24-hour time period or within completely enclosed structure(s) which screen sight and sound of the activity from the road and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, or motor-driven cycle, together with those activities normally incident and necessary to such washing and polishing.

Section 6.9 Use of Common Area. There shall be no obstruction of any Common Area, nor shall anything be kept or stored on any part of any Common Area without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from any Common Area without the prior written approval of the Association.

Section 6.10 No Annoying Lights, Sounds or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be permitted from any Lot which is noxious or offensive to others.

Section 6.11 No Hazardous Activities. No activities shall be conducted on the Property or within improvements constructed on or within the Property which are or might be unsafe or Hazardous to any person or property. Owners shall hold the Association harmless from any claim resulting from any action of the Owner, and his or her tenants, guests or other invitees which results from any such activities conducted in violation of this Section.

Section 6.12 Restrictions on Clotheslines. Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board and except as otherwise permitted by Colorado law, no clotheslines, dog runs, drying yards or service yards shall be so located on any Lot as to be visible from a road.

Section 6.13 Restriction on Signs and Advertising Devices. (a) Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a Lot except such sign or signs as may be approved in writing by the Association. (b) Signs intended to impact the outcome of an election must be displayed in accordance with the Association's Rules and Regulations. (c) One professionally lettered "For Sale" or "For Rent" sign not to exceed three feet by two feet and one professionally lettered security or alarm system sign not exceeding one square foot may be displayed on a Lot. (d) A nameplate of the occupant and a road number sign may be displayed on a Lot.

Section 6.14 Outbuildings and Temporary Structures. Except as hereinafter provided, no structure of a temporary character, including but not limited to a house trailer, tent, shack, or outbuilding shall be placed or erected upon any Lot, and no residence shall be occupied in any manner at any time prior to its being fully completed, nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however, that during the actual construction, alteration, repair or remodeling of a residence, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work. Additionally, in connection with the construction of a residence, a house trailer may be placed on the Lot for a period not to exceed 365 days. The work of construction, altering or remodeling any residence shall be prosecuted diligently from the commencement thereof until the completion thereof. Except as provided herein, no house trailers, tents, shacks, outbuildings or recreational vehicles may be used as a residence on any Lot.

Section 6.15 Trash Removal Restriction. No garbage, refuse, rubbish, or cuttings shall be deposited on any road, on any Common Area or on any Lot, unless placed in a suitable container suitably located. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner. If trash removal is a service offered by the Association to Owners, then the Association shall have the exclusive right to engage a trash removal contractor on behalf of the Owners. All trash containers used outside on the Property shall be bear-proof.

Section 6.16 Underground Utility Lines. Except for those existing as of the date of the Original Declaration, all electric, television, radio and telephone line installations shall be placed underground, except that during the construction of any residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

Section 6.17 Rules and Regulations. In furtherance of the provisions of his Declaration, and the general plan, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed pursuant to the Bylaws. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 6.18 Compliance with Governing Documents. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

Section 6.19 Compliance With Other Laws. No unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 6.20 Restriction on Mining and Drilling. No Property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth. Notwithstanding the above, the Association shall have the right to quarry rocks, stones, gravel and earth from the Property for use in maintaining the roads in the Community.

Section 6.21 Lots Not to be Subdivided. No Lot shall be subdivided, except for the purpose of combining portions with an adjoining Lot, provided that no additional building site is created thereby. Not less than one entire Lot, as conveyed, shall be used as a building site.

Section 6.22 Use of the Words Tres Valles West and Tres Valles West Owners Association. No Owner or resident shall use the words Tres Valles West or Tres Valles West Owners Association or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of the Association.



## **Commencement of Residence Construction Tres Valles West Owners Association**

**This interpretation of “construction” under the Declaration of Covenants of the Association was approved by the Board of Directors by email vote on April 13, 2012 to be effective May 1, 2012.**

The TVW Board of Directors recognizes that there is nothing in the current governing documents which specifies what requirements must be met to determine that construction of a residence has “commenced”. Because an Owner has 18 months from commencement of construction to completion of construction, it is advantageous to define what commencement of construction means. The Board will consider construction of a home has commenced when all of the following have occurred:

1. The Architectural Review Committee and the Board Architectural Committee have approved the plans and specifications as detailed in Article 7, of the Declaration of Covenants of the Association.
2. A building permit has been issued
3. A construction contract has been executed with a firm start date and that date has occurred; or in the case of an Owner acting as his own contractor, a signed statement specifying such with a firm start date and that date has occurred.
4. The building site has been staked showing the footprint of the house.
5. A driveway has been established
6. Land clearing has started as necessary based on the building site.

Once construction has commenced as defined by meeting the requirements specified above, any provisions of the TVW Governing Documents related thereto apply. This includes but is not limited to Section 6.14 and 7.8 of the Covenants.

Owners shall notify the Board representative of the Architectural Committee in writing when construction has commenced.

## Attachment 2

### General Information About Building in Tres Valles West

This document will answer some of the questions that may come up during a Lot Owner's building process. It is not meant to answer every question a Lot Owner may have, just those that the Association commonly receives.

Before you get too far along in your thought process about building in Tres Valles West, familiarize yourself with the following:

- The Tres Valles West Owners Association Policies and Procedures Regarding Architectural Review Standards and Procedures. That's the Policy to which this document is attached.
- Check with the Huerfano County Building Inspector about what other requirements you must meet, other than those of Tres Valles West. These usually include land use compliance and building permits, both of which are on the Huerfano County website.

The Architectural Review Committee will respond to any questions about the Tres Valles West requirements to help you save time and money during your building process. They can review/discuss ideas to provide answers before the design phase begins.

It's important to have a licensed surveyor generate a plat map, which is required for the approval of the application. The Architectural Review Committee will use the map to verify compliance with setback specifications. Again, ask if you have any questions about what is needed. Huerfano County has its own set of requirements for a plat map, so check with the Building Inspector.

A soil survey is recommended. Information from the survey will aid in proper design of foundations and slabs.

Select a builder. Ask your neighbors in Tres Valles West about local builders.

Builder's Insurance is recommended before you start construction.

Utilities:

- Water - Tres Valles West has its own water system. The water system is regulated and governed by the Rules and Regulations, Tres Valles West Water System, which is posted on the website. Contact the Chairperson of the Water Advisory Committee regarding water service and connection. Owner will be responsible for certain costs to connect to the water system as provided in the Policy.
- Sewage - septic systems are used on each Lot. Contact Huerfano County to see what approvals are required.
- Electricity - provided by San Isabel Electric Association. It is an electric cooperative and you will become a member when you ask for service. More information is on their website.

- Telephone - the name changes from time to time but the current provider is CenturyLink. Check their website.

Attachment 3

Application for Architectural Review

Date: \_\_\_\_\_

TVW Lot Number: \_\_\_\_\_

Name of Lot

Owners: \_\_\_\_\_

Mailing Address of Owner: \_\_\_\_\_

Phone Number: (H) \_\_\_\_\_ (W) \_\_\_\_\_

(C) \_\_\_\_\_ (email) \_\_\_\_\_

Work To Be Performed (attach the following information):

What are you requesting approval to do?

What will be done with any dirt, rock or other fill dug during construction?

Type of construction - what construction process do you propose to use for the house and basement?

Exterior materials and color, including walls, windows and roof - attach color samples.

Manufacturers' brochures for exterior materials.

Architectural drawings.

Elevation drawing showing exterior dimensions and height; and square footage for the footprint of the house.

Survey by licensed surveyor showing location of construction relative to Lot boundaries and structures on Lot, if required. Otherwise, provide evidence that all setback provisions have been met.

Photographs.

Outdoor lighting.

Anything else that may be relevant to the approval process.

Planned Commencement of Construction Date: \_\_\_\_\_

Planned Completion of Construction Date: \_\_\_\_\_

Name, phone number and address of the following:

Architect: \_\_\_\_\_

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Contractor: \_\_\_\_\_

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Other contact person: \_\_\_\_\_

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Lot Owners understand that they must comply with the Architectural Review process of Article 7 of the Tres Valles West Declaration of Covenants, Conditions and Restrictions (“Covenants”), including receiving approval to construct, prior to any type of construction taking place on the Lot, including but not limited to, any changes to grade or any disturbances or alterations to the surface of a Lot.

Approval to construct does not constitute approval of the local building or zoning department, drainage design or structural or engineering safety and/or soundness. Lot Owners understand that they may be required to obtain building or other permits and approvals prior to the commencement of any work. Lot Owners agree that failure to obtain required building or other permits and approvals will result in withdrawal of the Board Architectural Committee’s approval. Lot Owners agree to furnish the Architectural Review Committee with a copy of all building permits prior to commencement of construction.

Lot Owners further agree not to alter existing drainage patterns on the Lot without the express approval in writing of the Board Architectural Committee.

Lot Owners shall immediately comply with any request by the Architectural Review Committee for additional information relating to the construction prior to the Board Architectural Committee’s approval of the Application and/or prior to the completion of construction. Failure to comply with such a request by Lot Owner shall result in the withdrawal of Board Architectural Committee approval, if previously granted.

Within twenty (20) days of completion of the approved construction, Lot Owners shall notify the Architectural Review Committee in writing of such completion. Upon completion of the construction, Lot Owners hereby authorize the Architectural Review Committee or its representative(s) to enter onto the Lot for exterior inspection. Lot Owners agree that their failure to notify the Architectural Review Committee in writing of the completion of the construction, or refusal to allow inspection, shall result in the withdrawal of the Board Architectural Committee’s approval.

Lot Owners further agree that if, at any time during the process, the Architectural Review Committee requests to enter onto the Lot or requests further information to determine if

construction is in accordance with the approval and in compliance with the Covenants, Lot Owners will comply with the request. Lot Owners agree that their failure to comply with the request shall result in withdrawal of the approval. Lot Owners further understand that the Architectural Review Committee may request additional information prior to reviewing this Application. In addition, Lot Owners agree that their failure to start or complete the construction within the time specified in the Application (which time shall conform to that required by the Covenants) shall result in withdrawal of the approval unless an extension is granted in accordance with the Covenants.

If the construction as built does not conform to the approval granted by the Board Architectural Committee, the Board Architectural Committee's approval will be deemed withdrawn, and upon written request of the Architectural Review Committee and/or the Board Architectural Committee, Lot Owners shall, at their own expense and cost, promptly bring the construction into compliance with the submitted and approved plans and specifications.

In the event of withdrawal of Board Architectural Committee approval for any reason(s) provided for in this Application, and upon written request from the Architectural Review Committee and/or Board Architectural Committee, Lot Owner, at their expense and cost, shall promptly restore the Lot to substantially the same condition as it existed prior to commencement of construction, and such withdrawal shall be deemed to toll the statute of limitations as it pertains to the construction until such time as the construction is brought into compliance.

LOT OWNERS

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