

**FOX RUN MEADOWS
HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

In furtherance of the powers given to the Association and the Executive Board by the Declaration of Protective Covenants for Fox Run Meadows PUD (“Declaration”), and in order to implement various provisions and requirements of the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et. seq., the Executive Board, after notice to the Association’s Members, does hereby adopt these Rules and Regulations which shall be binding on all members of the Association.

I. Subdivision Water System

The rules and regulations of Fox Run Meadows Homeowners Association regarding Article VII, Section 2 of the Declaration, “Subdivision Water System” shall be as follows:

1. Domestic Water Use Allowed in Case No. 91CW276. The augmentation plan adjudicated in Case No. 91CW276 for the Fox Run Meadows PUD contemplated a 26 lot subdivision with the construction of 26 single family residences (each having 4000 square feet of irrigation), the construction of 13 mother-in-law (or caretaker) units, and the quartering of 52 head of livestock within the PUD. The PUD as approved by Eagle County consists of 24 Lots, permitting the construction of 24 single family residences, the construction of 7 mother-in-law (or caretaker) units, and the quartering of 35 head of livestock. Because the final approval of the PUD involved less development than contemplated in the augmentation plan, there is excess domestic water use that can be made in the Fox Run Meadows PUD above the assumptions contained in Case No. 91CW276. These Rules and Regulations allocate that excess domestic water use. The Board of Directors reserves the right to reduce, at any time and for any reason, the amount of domestic water use that can be made on any Lot back to the assumptions contained in Case No. 91CW276.
2. Allocation of Domestic Water Use. The Owner of each Lot is subject to the following limitations on the use of domestic water:
 - A. Each Lot is entitled to one (1) single family residence. Each single family residence shall be entitled to use 430 gallons per day, 13,330 gallons per month, and 156,950 gallons per year of domestic water.
 - B. Lots 18, 19, 20, 21, 22, 23, and 24 are entitled to one (1) mother-in-law (or caretaker) unit per Lot. After said mother-in-law (or caretaker) unit has been constructed, such Lot shall be entitled to an additional 200 gallons per day, 6,000 gallons per month, and 72,000 gallons per year of domestic water.
 - C. Each Lot is entitled to up to 4,000 square feet of lawn and garden irrigation. Each

Lot may use up to 20,800 gallons per month of domestic water for irrigation purposes during the irrigation season (May through October), however such use shall not exceed the amounts provided for in Case No. 91CW276.

- D. Lots 18, 19, 20, 21, 22, 23, and 24 are entitled to quarter up to five (5) head of livestock on each Lot. For each head of livestock actually quartered, such Lot shall be entitled to ten (10) gallons of domestic water per day.
- E. Under all circumstances, the terms of the decrees in Case Nos. 91CW276 and 96CW272 are binding on the Members.

<u>Category</u>	<u>Lots</u>	<u>Non-Irrigation Season</u>	<u>Irrigation Season</u>
A	1-17	13,330 gallons per month	33,800 gallons per month
B	18-24	13,330 gallons per month +6,000 gallons per month if mother-in-law unit constructed +300 gallons per month for each head of livestock on property (max of 5)	33,800 gallons per month +6,000 gallons per month if mother-in-law unit constructed +300 gallons per month for each head of livestock on property (max of 5)

- 3. Metering. Each Owner is required to have an outside domestic water meter on the Lot. Any homes built on or after June 1, 2008 must install a water meter at the curb adjacent to a community street at a location approved by the Architectural Committee. All homes built prior to June 1, 2008 may have an outside remote meter that the Association is capable of reading. The Association shall have no obligation to provide water service to Lots without domestic water meters.
 - A. Meters shall be read at least quarterly, and the readings will be kept on file at the property management firm retained by the Executive Board.
 - B. Owners exceeding the number of gallons that they are allocated per month according to section 2 will be assessed a water surcharge as provided below.
 - C. Any Owner who does not have a working domestic meter shall be subject to fines as outlined in Section II, Imposition of Fines. Failure to install or maintain a working domestic meter may result in the termination of domestic water service to the Lot, subject to written notice to the Owner and opportunity to be heard in accordance with the Section II procedure for imposition of fines.

4. Compliance. Compliance with the Allocation of Water Use provisions in these rules and regulations may be demonstrated with meter readings for each household. In the event of an inaccurate meter or use of water from the Subdivision Water System through a non-metered means, compliance may be demonstrated by other reasonably acceptable methodologies.

5. Affidavit. Each Lot Owner is responsible for submitting a certified Affidavit stating that all domestic water (whether used for in-house purposes or irrigation) passes through the Lot's water meter prior to usage. Excluded from the scope of this affidavit is any water derived from Missouri Heights Irrigation Company, the Mountain Meadow Ditch Company, or the additional wells that may be drilled pursuant to Article VII, Section 2.D of the Declaration. The affidavit form, which must be signed, notarized, and submitted to the property manager, is attached hereto as Exhibit A.

6. Water Charges.
 - A. The Association may separately assess Lots for a base water rate and a capacity standby fee for Lots not currently connected to the water system. The base water rate and capacity reservation charges are currently included in the general assessments of the Association. For any amount of water provided to a Lot in excess of the monthly amounts permitted for payment of the base rate, the following charges shall apply:
 - i. For the first 1,000 gallons in excess of the Lot's water allocation: \$200.00;
 - ii. For the second through the fifth 1,000 gallons in excess of the Lot's water allocation: \$300.00 per 1,000 gallons; and
 - iii. For the sixth and each subsequent 1,000 gallons in excess of the Lot's water allocation: \$400.00 per 1,000 gallons.

These charges shall be imposed at the Board's discretion. If there are mitigating circumstances beyond the Owner's control, the charges may be waived or reduced by the Board.

B. In the event that excess water use on any Lot leads to a shortage of water for the Association, or risks that the Association will not be in compliance with Case No. 91CW276, the Association shall have the right to terminate water service to the Lot until the reasons for the excessive water usage have been corrected.

C. The base water rate described herein shall be part of the common expense assessment levied by the Executive Board pursuant to Article VIII of the Declaration. Payment of the common expense assessments shall be in accordance with Article VIII of

the Declaration and such other rules and regulations that may be adopted by the Executive Board. All water charges not included as part of the common expense assessment shall constitute a separate lien against the Lot benefitting the Association.

7. Domestic Water Lease. In the event that an Owner has not yet constructed a residence on a Lot, the Owner may lease domestic water in an amount not to exceed 300 gallons per day, 8,333 gallons per month and 100,000 gallons per year to another Owner until such time as the lessor Owner requires the use of the domestic water on his or her own Lot. Any lease of domestic water shall be reported to the Association. A water lease shall not relieve the Owner of the Lot leasing the domestic water from paying all assessments, including those for domestic water service. The owner of the Lot leasing the water shall receive a credit in the amount described in this paragraph against additional water charges above the allocation of domestic water described in Article I, Section 2 A, B, C, and D.
8. Drought Emergency. The Executive Board may declare a drought emergency based upon a physical shortage of water or the inability to comply with the augmentation plan decreed in Case No. 91CW276. The declaration of a drought emergency shall be for the purposes of ensuring the adequate supply of water for domestic in-house use within the Subdivision, preventing interference with or harm to the Association's wells, and mitigating fire risks. After the declaration of a drought emergency, the Executive Board may limit water use within the Subdivision below the amounts described in Case No. 91CW276 or discussed above, so long as such water use limits are applied equitably to each Lot in the Subdivision. Failure to abide by the water use limits imposed by the Executive Board due to a drought emergency shall permit the Executive Board to invoke all rights and remedies allowed for in the Declaration or in these Rules and Regulations against an offending Lot owner.

II. Imposition of Fines and Suspension of Services

In compliance with C.R.S. § 38-33.3-209.5, the Fox Run Meadows Homeowners Association hereby adopts a written policy regarding imposition of fines and suspension of services. Prior to the imposition of a fine for violations of the Association's Declaration, Bylaws, or Rules and Regulations, or the suspension of services, the Executive Board shall comply with the following procedure:

1. Demand. Written demand to cease and desist from the alleged violation will be mailed by certified mail upon the alleged violator specifying: (1) the alleged violation; (2) the action required to abate the violation; and (3) a time period of not less than 10 days during which the violation may be abated without further penalty (if such violation is a continuing one) or a statement that any additional similar violation may result in the imposition of a penalty after notice and a hearing (if the violation is not continuing).

2. Notice. At any time within 12 months of such demand, if the violation continues past the period allowed in the demand for abatement or if the same rule is subsequently violated, the Executive Board or its delegate will serve the violator with written notice by certified mail of a hearing to be held by the Executive Board. The notice will contain the following: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time will be not less than 10 days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence and witness on the Owner's behalf; and (4) the proposed penalty to be imposed.
3. Hearing. The hearing will be held pursuant to the notice, affording the Owner a reasonable opportunity to be heard in front of the Executive Board. 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. The Executive Board shall be assumed to be an impartial decision maker without specific evidence presented to the contrary.
4. Proof. Official minutes shall be taken at any hearing to impose a penalty. Prior to the effectiveness of any penalty, proof of notice and an invitation to be heard will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement will be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the penalty, if any, imposed. The presenting party will provide copies of any written evidence to the other party or parties. The decision of the Executive Board will be final.
5. Appeal. The Executive Board may in its discretion appoint a Hearing Committee to hear the matter. In such event the above procedure will apply except that either party may appeal the decision of the Hearing Committee to the Executive Board by written notice to the Hearing Committee, the other party, and the Executive Board. The Executive Board will consider the minutes of the hearing and report the decision of the Executive Board within a reasonable period of time not exceeding 60 days after receipt of the notice. The decision of the Executive Board will be final.
6. Allocation of Attorney Fees and Costs. If, as a result of the hearing, it is determined that the Owner should not be held responsible for the alleged violation, the Association shall not allocate to the Owner's account with the Association any of the Association's costs or attorney's fees incurred in asserting or hearing the claim.
7. Non-Applicability of Penalty Policy. The Association shall not be required to follow the

foregoing procedures in any action to impose any penalty, cost or fee for nonpayment of a delinquent Assessment.

8. Rights to Immediate Relief. Nothing herein shall restrict the rights of the Association to seek immediate relief, including suspending domestic water service, or seeking relief from a court, including injunctive relief, for any violation involving the domestic water system, the Water Court decree's of the Association, the peace, health or safety to person or property, or for any matter where the time frame for imposing fines could result in irreversible actions being taken (i.e. construction of improvements).

III. Alternative Dispute Resolution

In compliance with C.R.S. § 38-33.3-124, the Fox Run Meadows Homeowners Association is hereby adopting a written policy statement setting forth its procedure for addressing disputes arising between the Association and its Owners.

1. Agreement to Encourage Resolution of Disputes Without Litigation. The Association and its Owners, Executive Board, and committee members, all persons subject to the Declaration, and any person not otherwise subject to the Declaration who agrees to submit to this provision (collectively, "Bound Parties"), agree that it is in the best interests of all concerned to encourage the amicable resolution of disputes involving the Association and its Owners without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described below, unless and until it has first submitted such Claim to the alternative dispute resolution ("ADR") procedures set forth in Section 2 in a good faith effort to resolve such Claim.
 - A. Definition of Claim. As used in this article, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to (1) interpretation, application or enforcement of the Association Documents; (2) the rights, obligations, and duties of any Bound Party under the Association Documents or under the Colorado Common Interest Ownership Act; or (3) the design or construction of improvements within the Property any decision of the Architectural Committee.
 - B. Exceptions from Claim. Notwithstanding the foregoing, the following will not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 2: (1) any suit by the Association to collect assessments or other amounts due, including fees, from any Owner; (2) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief and such ancillary relief as the court may deem necessary in order to maintain the status quo); (3) any suit involving an imminent threat to peace,

health or safety of persons or property or for any matter where the time to undertake ADR could result in irreversible actions being undertaken (i.e. construction of improvements); (4) Any suit involving the integrity of the domestic water system, compliance with the Association's Water Court decrees, or compliance with the any requirements related to the irrigation water rights; (5) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Association Documents; (6) any suit in which an indispensable party is not a Bound Party; and (7) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice, unless the parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

2. Alternative Dispute Resolution Procedures.

- A. Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Executive Board stating plainly and concisely: (1) the nature of the Claim, including the persons involved and the Respondent's role in the Claim; (2) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises); (3) the Claimant's proposed resolution or remedy; and (4) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.
- B. Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Executive Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.
- C. Mediation. If the parties have not resolved the Claim through negotiation within 30 days of the date of the notice described in Section 2A (or within such other period as the parties may agree upon), the Claimant and Respondent may agree to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Eagle, Garfield, or Pitkin County. If the parties agree to submit to mediation, the parties shall schedule the mediation within sixty (60) days. The cost of hiring the mediator shall be shared equally. Both parties shall pay their estimated respective costs of the mediation prior to the mediation occurring. Failure to pay the respective costs of the mediation by one party in advance of the mediation shall be grounds for the other party to cancel the mediation.

If the parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

- D. Settlement. Any settlement of the claim through negotiation or mediation shall be documented in writing and signed by the parties and may be presented to the court as a stipulation. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorney's fees and court costs.

IV. Architectural Review Process & Guidelines

In compliance with C.R.S. § 38-33.3-302(3)(b), the Fox Run Meadows Homeowners Association is hereby adopting standards and procedures to guide decisions concerning the approval or denial of an Owner's application for architectural or landscaping changes.

1. Exterior Materials. The exterior materials used on structures in Fox Run Meadows shall be as follows:
 - A. Walls. All structures shall use a combination of cement board, stone, stucco, or other materials approved by the Architectural Committee.
 - B. Roofs. All roofs shall have natural colors and consist of asphalt, shingles, non-reflective metal, or other materials approved by the Architectural Committee.
 - C. Exterior Doors. Exterior front doors on structures must conform with the architecture of the structure. Garage doors shall be wood, metal, or masonite with a wood veneer stained to match the front door as closely as possible, or as approved by the Architectural Committee.
 - D. No bright, unfinished surfaces shall be allowed. All metallic surfaces, such as roof vents, flashing, fireplace flues and gutters shall be coated or painted to match the predominant color of the roof, fascia or exterior siding of the house, or as approved by the Architectural Committee.

2. Roofs and Eaves. The form of the roof and the materials used on it create a significant part of the visual impact of a building, and will be carefully reviewed by the Architectural Committee. Gable, hip and shed roofs will generally be acceptable for residential construction, while gambrel, flat, mansard and A-frame roofs will not be encouraged. Large roof forms or long, uninterrupted ridge lines should be complemented with smaller forms, such as dormers or shed roofs. With few exceptions, the predominate roof pitch should not be less than 5:12, with steeper pitches encouraged. Roof eaves are encouraged to be 18" to 24" in length for roofs with a more shallow pitch, and in no event less than 12" for steeper pitch roofs. However, these roofs and any other unique forms developed will be reviewed on their merits on a case-by-case basis.
3. Landscaping. The Architectural Committee encourages the use of landscaping, plant materials of a variety of heights and sizes, walkways and paths, and berms and swales to enhance the appearance of a residence and surrounding neighborhood.
 - A. Within six (6) months after completion of improvements or additions, or within any extension period granted by the Architectural Committee, all yards and open space shall be landscaped and thereafter maintained in landscape.
 - B. Areas surrounding the structure may incorporate more manicured plant materials (i.e., sod). It is recommended that a buffer comprised of flowers, bushes, shrubs or trees exist between the foundation and sodden areas to reduce the visual impact of the structure. The plant materials in buffer areas should require low levels of irrigation water. Grades surrounding the house should exceed 3% to allow proper drainage away from the foundation.
4. Architectural Review Fee. A non-refundable fee of \$750 shall be paid to the Association at the time that an application is submitted to the Architectural Committee for review of any plans as required by the Declaration. The Owner shall be responsible to reimburse the Association for all amounts generated as the result of a review of an application by the Architectural Committee, even if such review exceeds \$750. The Association and/or Architectural Committee shall prepare an accounting of costs that exceed the \$750 initial payment and shall provide the same to the Owner. The Owner shall reimburse the Association the amount on the accounting within thirty (30) days. Failure to reimburse the Association the amount on the accounting in a timely manner may result in a lien being placed on the Owner's property by the Association.
5. Construction Damage Deposit. Prior to receiving an approval from the Architectural Committee for constructing any improvement on any Lot, the Owner shall deposit with the Association the amount of \$10,000. This deposit shall be deposited into an account of the Association that is separate from the general operating account of the Association.

After the Owner has completed the approved improvements on the Lot, the Owner shall give the Association notice of completion in writing. The Association shall have thirty (30) days to inspect the improvements and the impact of construction thereof on any improvements, lands or infrastructure owned or maintained by the Association (i.e. common elements, roads, sidewalks, water pipes, irrigation ditches, open spaces areas). In the event that construction on an Owner's Lot has resulted in the imposition of a construction debris fine described in subsection 6 below or caused damage to improvements, lands or infrastructure owned or maintained by the Association, the Association shall provide an accounting of the damage to the Owner within forty-five (45) days of receiving the notice of completion. The Association shall be entitled to withhold such amounts from the deposit as will be required to offset any fines and to repair or replace any damage. The remainder, if any, shall be returned to the Owner together with the accounting, without interest. The Owner shall be responsible to reimburse the Association for all amounts required to repair or replace the damage, even if such review exceeds the deposit of \$10,000. The Owner shall reimburse the Association the amount on the accounting within thirty (30) days. Failure to reimburse the Association the amount on the accounting in a timely manner may result in a lien being placed on the Owner's property by the Association.

6. Construction Fines. All Owners are required to maintain neat, orderly construction sites on the Lots and to prevent construction debris from blowing into and accumulating upon adjacent Lots. In the event an Owner fails to maintain his or her Lot construction site in such a debris-free and orderly manner, the Architectural Committee, with the approval of the Board of Directors, shall have the authority to levy reasonable fines of up to \$100.00 per day per occurrence payable from the construction damage deposit. The Architectural Committee shall first provide written notice to the Owner by first class mail describing the construction debris issue. Upon failure by the Owner to cure the condition within ten (10) days of the posting of the notice, the Architectural Committee may assess the fine and withhold such monies from the construction damage deposit.
7. Pools. No above ground swimming pools are permitted. Architectural Committee approval of all swimming pools is as follows:
 - A. Lot Owner must demonstrate compliance with all County and State legal requirements.
 - B. Plans submitted to the Architectural Committee must include: (a) pool size, (b) placement of pool on Lot, (c) required safety fencing and (d) landscaping. All swimming pools shall be consented to by any neighboring Lot Owner whose line of sight would be affected; such property owners shall evidence their consent in writing.

- C. The signed plans must then be presented to the Architectural Committee for final approval.
 - D. Construction of pool to be completed within sixty (60) days. Extensions may be granted at discretion of the Architectural Committee.
 - F. Any debris or mud deposited on a Subdivision street as a result of construction must be removed and the street returned to preconstruction condition at Lot Owner's expense.
8. Sheds. Any Residential Lot Owner wishing to construct a shed must:
- A. Have a completed residence on the Lot prior to construction of a shed.
 - B. The exterior of the shed must conform to building materials and colors of residence.
 - C. The height of the shed at the peak of the roof shall not exceed twelve (12) feet from the ground and the square footage shall not exceed one hundred forty-four (144) square feet.
 - D. The location of the shed shall be reviewed and approved by any adjacent Lot Owners whose line of sight would be affected.
 - E. The signed plans must then be presented to the Architectural Committee for final approval.
9. Yard Structures. Any yard structure, including but not limited to, solar panels, swings, slides, forts, water features, gazebos, shall be constructed only after obtaining the signed approval of adjacent Lot Owners whose line of sight would be affected. The placement of solar panels must take into consideration the affect glare may have on other Lot Owners. Additional screening or landscaping may be necessary. Color of yard structures should be in accordance with the palette in the Fox Run Meadows Development architectural guidelines. The signed plans must then be presented to the Architectural Committee for final approval.

V. Owner Education

In compliance with C.R.S. § 38-33.3-209.7, the Fox Run Meadows Homeowners Association is hereby adopting a policy regarding owner education.

1. The Association shall provide, or cause to be provided, education to Members at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Members, the Association, and its Executive Board under Colorado law.
2. The Executive Board has determined that any or all of the following actions shall constitute compliance with such statutory education requirements:
 - A. Making available a copy of the Colorado Common Interest Ownership Act “CCIOA” at the property management firm.
 - B. Upon Owner request, providing a copy of the CCIOA provisions at no charge to the Owner.

VI. Public Disclosures

In compliance with C.R.S. § 38-33.3-209.4, the Fox Run Meadows Homeowners Association is hereby adopting a writing policy regarding public disclosures.

1. The Association shall make all information required by C.R.S. § 38-33.3-209.4 available to all Owners at no charge to Owners.
2. The Association may use any or all of the following methods and means of disclosure in compliance with this policy:
 - A. Posting the information on an Internet web page with accompanying notice of the web address to the Lot Owners.
 - B. Maintenance of a literature table or binder at the Association’s property management firm.
 - C. U.S. mail.
 - D. Personal delivery.
3. The cost of such distribution shall be accounted for as a common expense liability.

VII. Meetings

In compliance with C.R.S. § 38-33.3-308 and to supplement Article III of the Association’s Bylaws, the Fox Run Meadows Homeowners Association is hereby adopting a written policy regarding meetings.

1. Notice. Notice of any meeting of the Owners shall be physically posted in a conspicuous place, in addition to any electronic posting or electronic mail notices that may be given. At least twenty-four (24) hours prior to the meeting, the Association shall provide notice of all regular and special meetings of Owners by e-mail to all Owners who have requested such notice and who have furnished the Association with their e-mail addresses.
2. Attendance. All regular and special meetings of the Association's Executive Board or any committee thereof shall be open to all Owners or their representatives. Agendas for meetings of the Executive Board shall be made reasonably available for examination by Owners or representatives prior to said meetings, whenever reasonably possible.
3. Comment. At an appropriate time determined by the Executive Board, but before the Executive Board votes on an issue under discussion, Owners or their designated representatives shall be permitted to speak regarding that issue.
 - A. The Executive Board may place reasonable time restrictions on persons speaking during the meeting.
 - B. If more than one (1) person desires to address an issue and there are opposing views, the Executive Board shall provide for a reasonable number of persons to speak on each side of the issue.
4. Executive Session. The members of the Executive Board or any committee thereof may hold an executive or closed door session and may restrict attendance to Executive Board members and any other persons requested by the Executive Board during a regular or specially announced meeting or a part thereof.
 - A. The matters to be discussed at an executive session shall be limited to the matters enumerated in C.R.S. § 38-33.3-308(4).
 - B. Prior to the executive session, the chair of the Executive Board or committee thereof shall announce the general matter of discussion at the session.
 - C. The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session.
5. Rules and Regulations. A rule or regulation may be validly adopted only during a regular or special meeting open to all Owners and not during an executive session.

VIII. Noxious Weed Control

The Association is committed to protecting the native plant communities within Fox Run Meadows PUD and recognizes that noxious weed control is best achieved by raising homeowner awareness through education, suppressing and eradicating existing noxious weed populations, and preventing further spread of noxious weed growth into future areas. Private property in Colorado is subject to the Colorado Noxious Weed Act, which mandates, among other provisions, that “is the duty of all persons to use integrated methods to manage noxious weeds if the same are likely to be materially damaging to the land of neighboring landowners.” C.R.S. §35-5.5-104. Noxious weeds that have established as a result of a site disturbance or are present in the “natural area” of the landscape are required to be managed under a program of control. This requirement extends to undeveloped Lots in the PUD. Any Lot Owner that fails to control noxious weeds on their Lot will be notified by the Association. The Lot Owner shall have two (2) weeks to undertake appropriate weed eradication efforts. Failure of a Lot Owner to adequately control weeds on a Lot may result in notice being given by the Association to the appropriate regulatory authority. The Association may also impose fines on a Lot Owner in accordance with Article VIII of the Covenants for non-compliance with a notice to eradicate noxious weeds.

The state Agricultural Commissioner’s office maintains lists of noxious plants divided according to the following: List A – species new or not yet present in the state but proven threats to surrounding states; List B – species more common and widespread; and List C – species so numerous and common that the goal is containment to present boundaries. Information on identification and containment of noxious weeds is available from on the Colorado Department of Agriculture website.

IX. Livestock

Livestock within the Fox Run Meadows agricultural lots is restricted to a maximum of five (5) head per lot. Livestock are defined as: horses, ponies, burros, and donkeys. Any other livestock needs prior approval of the Board of Directors and neighboring lot owners.

X. Adoption

These rules and regulations, having been discussed and approved by a majority of the Executive Board after proper notice to the Lot Owners of the intent to adopt rules and regulations, are hereby adopted and made binding upon all Lot owners.

Fox Run Homeowners Association
Executive Board

Alan Caniglia, President

, Vice President

, Secretary

Dated: July 2, 2012