

Silver Spur Handbook for Homeowners

January 17, 2006

Introduction

This document, which will act as the “Rules and Regulations” of the Silver Spur Homeowners Association, has been created to help each lot owner within the Silverview Subdivision understand: how the subdivision is legally structured, how it is governed, what are the covenants that have required enforcement in the past, the current Architectural Review Committee (“ARC”) standards, and additional rules that have been adopted by the Board of Directors that must be followed within the subdivision. It is important to note that **this document does not supersede or amend the Covenants, Bylaws, or federal, state or county statutes.**

The Board of Directors of the Silver Spur Homeowners Association is a voluntary organization, dedicated to upholding the sense of community we all expect. We hope that this document provides you with the information you need to be a good member of the Association. Should you object to any of the following conventions, or want to see additional information contained within these pages, we encourage you to contact a member of the Board

Legal Entities and Documents

Silverview Estates, the legal name of Silver Spur, and herein referred to as the “Subdivision”, is located outside of the city limits of Steamboat Springs, but within the Steamboat II Metropolitan District, in Routt County, Colorado. The Subdivision is protected by the Routt County Sheriff and the Steamboat Springs Fire Rescue. The Steamboat II Metropolitan District is responsible for, and maintains, the common areas of the Subdivision, and provides the water and sewer services to each household. We recommend that you call the Metro District to obtain a copy of their rules and regulations.

To ensure the overall quality of community, the Covenants provide for the restrictions and conditions to which each lot must adhere. Each of the one-hundred and twenty-nine (129) lots within the Subdivision are legally bound to the Declaration of Covenants, Conditions and Restrictions for Silverview Estates Subdivision, filed with the Routt County Assessors office on May 30, 1996, Revised First Amendment to Declaration of Covenants, Conditions and Restrictions, filed on July 18, 2000, and Second Amendment to Declaration of Covenants, Conditions and Restrictions, filed on March 29, 2001, herein referred to as the “Covenants”.

Each of the property owners of each lot within the Subdivision is a member of the Silver Spur Homeowners Association, Inc., herein referred to as the “Association”. The Association is a non-profit corporation registered with the Secretary of State of Colorado as “Silver Spur Homeowners Association, Inc.” The Association is bound by the Bylaws of the Silver Spur Homeowners Association, Inc., filed with the Secretary of State on December 21, 2005, and herein referred to as the “Bylaws”.

The Association is governed by a Board of Directors, herein referred to as the “Board”, elected by the membership of the Association at the annual meeting. Any member of the Association in good standing is eligible to serve on the Board of Directors, and who meets the requirements as set forth by the Board. Any lot owner who has an outstanding fine/assessment shall not be considered or elected to a position on the Board or ARC.

Board of Directors

Composed of at least three (3) persons. The term of office of all Directors is at least one year, however, term limits have not been set. While the membership elects the number of Directors, the Board elects a President, Vice President, Secretary, Treasurer, and as many At Large positions as deemed necessary, and the ARC members.

Powers and Duties

The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association, and for the operation and maintenance of the Property.

(See Article IV in Bylaws for specific duties)

Voting (Covenants 3.4,B & 5.3)

Each member (of record) shall have one vote for each lot titled in his name. The Association may suspend the voting rights of any owner for any period during which assessments against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

Meetings

Monthly HOA Board Meetings

Every third Saturday of the month (8:00 a.m. – 10:30 a.m.), the Board and ARC meet to discuss open issues and routine business of the HOA and ARC. If you would like to put an item on the agenda, please contact the secretary and attend the meeting.

ARC Meetings

ARC meetings are held when needed. If you would like to meet with the ARC, please contact one of the ARC members to schedule a meeting.

Annual Association Meeting

The annual meeting of the Association should be held on the third Saturday in January. The purpose of the meeting is for the election of the Board of Directors, approve the Association budget for the ensuing year, review the past year, and report to the membership any issues affecting the Association. A quorum is necessary for the transaction of business and to adopt decisions binding on all owners of lots, and shall represent twenty percent (20%) of the total membership in good standing.

Amendment Procedures

Rules and Regulations

May be amended, repealed and adopted from time to time by the Board of Directors.

Proposed amendments may be published, but are not required to be published, in the Association's newsletter. Shall become effective 30 days after publication to all homeowners.

Bylaws

May be amended by the Board of Directors at a duly constituted meeting for such purpose or at a meeting of Owners called for such purpose. A majority vote of a quorum at either meeting shall be necessary to amend the bylaws. The notice of such meeting shall contain a summary of the proposed changes or a copy of such proposed changes. No amendment shall serve to shorten the terms of any Director or conflict with Colorado law.

Covenants

May be amended by an instrument approved by the vote of not less than seventy-five percent (75%) of the lot owners. Also, any amendment of any provision which has been required as a condition of approval by Routt County shall also be approved by the Routt County Planning Director, until such time as the Subdivision is annexed into the town of Steamboat Springs.

Lot Owner Registered Address

The owner of each lot must provide written notice to the Association of one mailing address within five days of title transfer, or change of address.

Architectural Review Committee (ARC) (Covenants Article VII)

The ARC is appointed by the Board, generally on an annual basis, and consists of three (3) members. There is no time limit a person may serve on the ARC. Homeowners interested in serving on the ARC should inform the Board prior to or at the annual meeting.

All improvements within the Subdivision must be approved by the ARC prior to commencement of construction, including, but not limited to:

- New Homes
- Colors & Materials changes
- Garages
- Roofing &/or Windows
- Attached Sheds
- Decks, Hot Tubs
- Additions
- Landscaping
- Remodels
- Fences
- External Screening
- All exterior home color must have ARC approval

Lot owner must submit two (2) sets of plans/drawings for any proposed improvement.

No fees are required for ARC approvals.

All submittals shall be reviewed and returned, either approved, approved as noted, or rejected within forty-five (45) days. The ARC typically takes between two (2) to seven (7) days to review most plans.

If the ARC disapproves a request, the homeowner may not proceed with the improvements. If a homeowner proceeds with improvements without requesting permission from the ARC, they risk the potential of redoing or removing the improvement. The homeowner may appeal the decision to the Board, in writing. It is the lot owner's responsibility to address all non-compliance issues and resolve with the ARC prior to construction.

All improvements must be complete within one (1) year from commencement of construction.

Architectural Review Standards

Construction

All construction must be completed within 12 months of commencement.

Trailers, mobile homes or outbuildings are permitted temporarily and can only be used for storage of materials and equipment and office space during the construction project. Living in these temporary structures is prohibited.

Building materials can be stored within your property during continuous construction.

All construction sites are required to have dumpsters and san-o-lets.

Driveways

Driveways are to be concrete or asphalt, to be completed within one year after home completion or as approved by the ARC.

Fences (Covenants 9.7 & 9.24)

All fencing, fence material and fence gates must be approved by the ARC prior to construction.

No fences shall be constructed on the lot line without consent from both property owners abutting to the property line.

Privacy fences will be allowed for screening purposes only. Each privacy fence submittal will be reviewed to minimize the height and length of the proposed fence. When submitting plans/drawings for a privacy fence, please be explicit as to why you need this fence.

Perimeter Fence Standards

Low open style split, or log, rail fencing is recommended for all perimeter fences. Any fence less than 42" in height may have two rails. Fences 42" – 48" in height must have three rails.

No perimeter fence shall exceed 48". Height is measured to the top of the rail and does not include the posts.

Non-glaring rectangular mesh, 2"x 4" minimum, wire fencing may be placed inside the rail fence to keep pets and children in/out. Wire mesh shall not exceed the height of the top rail of the fence.

Other fence styles may be considered on an individual basis.

Sheds (Covenants 9.3, Revised First Amendment #14, 9.3)

No buildings or other structures (sheds) shall be placed, erected, altered, or permitted to remain on any lot other than one single family dwelling, each of which single family dwelling must include either: a) an attached one car or two car garage, or b) a detached two car garage.

Specific design standards are listed in Covenants 9.4 and 9.5 as amended by the Revised First Amendment # 14-20, and Second Amendment Exhibit E. In addition, no aluminum or vinyl siding is allowed on the exterior of any home or garage.

Common Covenant Concerns

Animals (Covenants 8.5, Revised 1st Amendment #11)

Maximum of three household pets, confined within the backyard lot.

No pet is allowed to run at large through the subdivision.

No owner shall permit a pet to become a public nuisance by making loud or persistent noises, or by any other actions.

Routt County has a leash law. Pets must be restrained or on a leash at all times while on the common area. Any pet that is not leashed may be reported to the City of Steamboat Springs.

Pet Waste. Pet owners shall clean up promptly after their pet(s) and dispose of the waste in suitable containers. The trail system in Silver Spur has Pet Stations for your use, maintained by the Steamboat II Metro District.

Dog runs shall be set back 10 feet from the lot line.

Licenses. All pets must be properly licensed and immunized pursuant to the City of Steamboat ordinances.

Burning & Devices (Covenants 9.21 & 9.10)

The burning of trash, garbage and rubbish is prohibited.

The use of solid fuel burning devices within the Subdivision is prohibited.

Commercial Vehicles (see Vehicles)

Common Areas

The use of the common area falls under the jurisdiction of the Steamboat II Metro District. Steamboat II Metro District owns and manages all common areas, therefore, the rules and

regulations of the Metro District supersede the Covenants. However, homeowners are liable for damages they or their pets incur to the common area.

Any access by motorized vehicle across common area must have approval from Steamboat II Metro District prior to access, e.g. landscaping back yards.

Home Businesses (Covenants 8.3 & Revised First Amendment)

An owner may conduct a legitimate home based business from the residence provided the owner adheres to zoning ordinances and the business does not otherwise violate the covenants (see covenants for specific restrictions). The home business shall not have any employee other than those residing on the lot, and may not be visited by more than two (2) clients per day.

Landscaping (Covenants 8.12 weeds, 9.6 general description, 9.7 maintenance, 9.8 trees, 9.9 extra trees, 9.12 lawns, 9.13 Xeriscaping, 9.14 chemicals, Revised First Amendment #21, 22, 23)

Please also reference "Landscaping and Weeds Protocol" available from the Board.

Major landscaping must be approved by the ARC in advance of installation.

Landscaping plans must be submitted to the ARC sixty (60) days after completion of construction or occupancy of a new home, which ever comes first.

Ground cover (grass, turf, mulch, xeriscape plants, rock, etc.) and required trees (9.8 and 9.9) must be completed within the first full growing season following completion of construction or date of occupancy, which ever comes first.

Landscaping shall be kept and maintained in a neat, clean, and attractive condition. Dead or dying landscape materials shall be replaced as soon as possible.

Lawn irrigation must be done in a manner to avoid water waste. Xeriscaping is encouraged.

Lot owners must maintain their landscaping to the edge of the road.

Weeds (see Weeds) need to be controlled on all lots.

On a vacant lot, if construction is not begun within a reasonable time frame, the owner shall seed the entire lot with native grasses. Vacant lots shall be maintained in a well kept condition with weed control a priority.

Maintenance of Lots (Covenants 9.7)

No property within the Subdivision shall be permitted to fall into disrepair, and all property (including fences, improvements, landscaping, painted exterior surfaces and other exterior materials) shall be kept in good repair and maintained in a clean, and attractive condition.

Nuisances (Covenants 8.9, Revised First Amendment #13, 8.10)

Also see Storage

No nuisance shall be permitted within the Subdivision.

No use, activity or practice which is annoying, offensive, disturbing or interferes with the peaceful enjoyment by any resident of the Subdivision shall be entered into.

No lot shall be used for public gatherings, concerts or other open public activities without the consent of all adjoining lot owners and the Board.

Satellite Dishes (Covenants 8.9 & 9.18)

Satellite dishes with less than 24-inch diameter shall be permitted in a location that has been given ARC approval.

Signs (Covenants 8.4)

No advertising signs shall be permitted with the exception of those listed below.

Signs required by legal proceedings

Signs used by contractors during the time of construction, no larger than 18" X 32"

For Sale Signs - Shall not to exceed 18" X 32"

Garage Sale Signs— The Board allows a reasonable number of garage sale signs or directional signs within the Subdivision. Residents are required to remove the signs by 6:00 p.m. on the last day of a garage sale.

Political Signs – Residents are entitled to erect a political sign as part of their First Amendment rights two weeks prior to election date. The sign must be removed within three days after the election.

Other Signs – The Board periodically places signs within the Subdivision and common space for the benefit of the community.

Speed Limits

The speed limit within the Subdivision is 25 mph. The Routt County Sheriff's office monitors our Subdivision.

Please slow down for the safety of our children.

Storage (Covenants 8.9, Revised First Amendment #13, 8.10)

No lot shall be used for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing or material be kept on a lot that will emit foul or obnoxious odors.

No building materials shall be stored on any site except temporarily during continuous construction of an improvement.

No antennae, towers, poles, unregistered vehicles, inoperable vehicles, disabled junk or abandoned vehicles, vehicle parts, heavy construction equipment, tractors, trucks larger than one ton pick-ups, buses or mobile homes, snowmobiles, jet skis, boats, motorcycles, utility trailers, travel trailers, or other vehicles shall be stored on a lot, except within a garage or otherwise screened from view, without prior approval from the ARC, the Board and all adjacent lot owners.

Trash & Garbage (Covenants 8.8 & 9.21)

It is the responsibility of each lot owner to keep their lot clear of underbrush and debris which is visible from an adjacent lot, any common area and interior roads. This includes (but not limited to) clothes lines, equipment, service yards, woodpiles, drying yards and storage piles.

All rubbish, garbage, refuse and trash shall be kept in covered containers and removed from all lots and shall not be allowed to accumulate.

Fly-tight containers are required for the storage of garbage and refuse, pending its removal and disposal.

Vehicles (Covenants 8.9, 8.14, & 9.17)

Also see Storage.

No vehicles shall be stored on a lot, except within a garage or otherwise screened from view, without prior approval from the ARC, the Board and all adjacent lot owners.

No vehicles of any kind (snowmobiles, motorcycles, motorbikes or other motorized means) may be operated on any part of the common areas.

No temporary structures, including but not limited to a horse trailer or mobile home, shall ever be allowed to remain on any lot.

Only operable and currently registered cars and light trucks can be parked in driveways.

No vehicle or other devices shall be parked or kept on any roads overnight. Lot owners must provide proper parking on their lot to accommodate himself, his family members, tenants and guests. For snow removal purposes, absolutely no street parking from November 1st through May 1st.

Weeds (Covenants 8.12)

Each lot owner shall remove *noxious* weeds (especially whitetop) from their lot on a regular basis. Disturbed areas shall be planted with native or other grasses to compete with Whitetop.

The Association shall comply with the Association's weed control policy which adopts the requirements of the Routt County Weed Advisory Board.

The Board has the authority to remove all noxious weeds from any lot, and to require removal of same by any lot owner.

As part of yard maintenance, the Board would like each lot owner to keep their *obnoxious* weeds under control.

Non-Compliance Enforcement

All Silver Spur Association Rules and Regulations, all rules set forth in the Covenants and in the By-Laws, and all Architectural Review Committee standards shall be vigorously enforced by the Association, its members, the Board of Directors, and all committees of the Association.

The Board will do a periodic inspection of the community and record violations to be reviewed by the Board. Additionally, resident complaints may be submitted in writing by the complainant to the Board.

Procedure

In the event of a non-compliance issue, the HOA Board member assigned to the non-compliance area will attempt to make initial contact with the lot owner to indicate the non-compliance. The lot owner will be informed that a non-compliance letter is being sent to document the situation. The intent of this initial contact is to make sure the lot owner is aware of the non-compliance and attempt to mutually agree upon corrective action and time frame.

A non-compliance letter, sent via certified mail or hand delivered, will state the violation, the corrective action, how much time is allowed for corrective action AND the consequences if the non-compliance issue is not corrected. A digital photograph of the violation may be included.

Note: ARC non-compliance issues must be corrected within 45 days per the covenants.

All other non-compliance time frames will be less than 45 days.

Penalties

A \$250.00 initial fine will be incurred if the non-compliance issue is not corrected within stated time frame.

Once fines are assessed – they **WILL NOT BE WAIVED!!**

Failure to correct the non-compliance within thirty days (30) from the initial notice will result in an additional fine of \$500.00. \$500.00 will be assessed every thirty days (30) until the non-compliance is corrected.

Outstanding fines incur 21% interest, annual rate.

If fines are outstanding longer than ninety days (90), an “Intent to File Lien” will be sent.

If fines and interest are not paid within thirty (30) days after the “Intent to File Lien” letter, a Lien will be filed.

Liens will only be released when the full amount of all amounts due to the Association are paid.

If corrective action is not accomplished within one year, the fine structure will double each month after the 12th month.

Second Violation

If the same non-compliance issue arises with the same lot owner, an automatic fine will be assessed, without courtesy of a non-compliance letter or personal contact.

Please Note

All correspondence must be documented in writing.

A violation by a rental tenant or guest shall be treated as a violation by the owner of the unit occupied by the tenant. The owner shall receive the letters cited above which shall outline a complaint for a rules violation committed by a tenant.

Special Consideration Requests: A Board member has the authority to deny a special consideration request, but does not have authority to approve a special request. If special consideration is necessary, that request must be in writing to the Board. The Board will determine if the request will be granted.

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