



**GOVERNANCE POLICIES AND PROCEDURES  
FOR COMMUNITY FACILITIES AND FUNCTIONS OF THE  
PALISADE LEGENDS HOMEOWNERS ASSOCIATION**

These Governance Policies and Procedures for Community Facilities and Functions of the Palisade Legends Homeowners (“Community Policies” or “Policies”) are effective as of May 3, 2021, and are made pursuant to the authority conferred upon the Palisade Legends Homeowners Association (“Association”) in the Declaration of Covenants, Conditions, and Restrictions of Palisade Legends Subdivision (“Subdivision”), recorded April 19, 2019, at Reception No. 2875950, in the real property records of Mesa County, Colorado (the “Declaration”).

1. **Defined Terms.** Unless otherwise provided, capitalized terms in these Community Policies shall have the same meaning as in the Declaration. For purposes of these Policies, additional terms are defined as follows:

1.1. “Association Documents” shall mean and refer to the Declaration, Articles of Incorporation, the Bylaws, these Community Policies, and any other rules or regulations adopted by the Association from time to time.

1.2. “Authorized User” means the following persons: (i) an Owner; (ii) an Owner’s Tenant; or (iii) a Guest authorized to use some or all the Common Areas located within the Subdivision subject to the terms, conditions, and limitations of these Policies.

1.3. “Board” shall mean and refer to the Board of Directors of the Association.

1.4. “Community Manager” means the person appointed by the Association or Manager to manage and supervise all or some of the Common Areas and associated functions within the Palisade Legends Subdivision.

1.5. “Clubhouse” means the centrally located building structure and surrounding grounds in the Subdivision on which the pool, workout room, dog park, pickleball court and other Common Areas are located. The Clubhouse and Common Areas are available for the common use

and enjoyment of the Owners and their Tenants, and any other Authorized Users as set forth in these Policies.

1.6. "Guest" shall mean and refer to any person or persons who are present in the Palisade Legends Subdivision at the specific invitation of an Owner or Owner's Tenant and who is accompanied by the Owner or Owner's Tenant while occupying the Subdivision.

1.7. "Manager" shall mean and refer to any person or entity engaged in the business of professional property management and appointed by the Association pursuant to Section 7.32 of the Declaration to carry out any or all of the Association's management duties as stated in the Association Documents.

1.8. "Open Space" means any of the property located within the Subdivision which has been designated as "open space" and is owned by the Association.

1.9. "Owner" means a person or persons who are the current fee simple owner of a Lot in the Subdivision, as reflected in the records maintained by the Association.

1.10. "Tenant" means a person or persons duly authorized to lease a residence from an Owner on a long-term basis, provided that the Owner and Tenant have complied with all the terms and conditions set forth in the Association Documents. Family members related to a Tenant are deemed to be a "Tenant" for purposes of these Community Policies.

## **2. Guest Privileges.**

2.1. **Guest Visitation.** Owners are permitted to host and entertain Guests within the Subdivision. For the duration of a Guest's time spent within the Subdivision, Guests must be specifically accompanied by an Owner or Owner's Tenant (as the case may be) at all times. An Owner or Tenant may not host more than four (4) Guests on any given day unless: the Guest(s) is/are visiting the Subdivision in conjunction with the rental of the Clubhouse or other Common Areas. To maintain the peaceful enjoyment of the Subdivision and Common Areas for the use and enjoyment of the Members, Owners and Tenants shall be required to educate their Guests as to the general operations of the Association and all the rights, privileges, responsibilities, and limitations contained in the Association Documents. A Guest's occupancy of the Subdivision pursuant to these Community Policies shall be subject at all times and in all respects to all of the provisions contained in the Association Documents, including the Declaration, and any refusal or failure by a Guest to comply with any of the aforesaid documents, in any respect, may result in the Guest being asked to leave the premises immediately. Excessive, blatant, or frequent violations of any Association covenant, rule or regulation by a Guest will result in permanent loss of guest privileges enjoyed by the hosting Owner or Tenant and immediate dismissal of the Guest.

**2.2. Professional Management.** Owners and Tenants acknowledge that the Association may from time to time utilize professional management businesses in performing the Association’s duties under the Association Documents, including the Declaration. If the Association appoints Manager to perform any of the Association’s duties with respect to these Community Policies, Owners and Tenants understand that Manager shall be responsible for managing the Subdivision and enforcing the Association Documents and the rules and limitations set forth in these Community Policies.

**3. Clubhouse Rules.** The Clubhouse is located within the Palisade Legends Subdivision and is available for use by Owners and Tenants, and their Guests. The swimming pool and workout room are located within the immediate vicinity of the Clubhouse as more particularly described in Sections 4 and 5 of these Policies. Authorized Users under this Section 3 are expected to behave in a respectful and appropriate manner when occupying the Clubhouse and Common Areas, including the pool and workout room. No offensive language or unsuitable behavior is permitted within the Clubhouse or the Common Areas. Any person or persons exhibiting such behavior will be asked to leave. Persistent abusive behavior within the Clubhouse or Common Areas may result in the temporary or permanent revocation of an Owner or Tenant’s rights to use such Common Areas. Pets of any kind are not allowed within the Clubhouse structure at any time. Smoking or vaping of any substance is prohibited inside the Clubhouse and in the Common Areas, including the pool area and workout room. No open fires of any sort are permitted within the Common Areas. All Owners, Tenants, and their Guests are required to enter and exit the Clubhouse through designated entry and exit points (doors, gates, etc.).

**3.1. Clubhouse Amenities.** The Clubhouse and Common Areas include, but are not limited to, the following amenities: pet area and grooming center, pet park, swimming pool, picnic area, tot lot, basketball half court, pickle ball courts, irrigation pond, and pedestrian paths. These amenities are defined as Common Areas under the Declaration and are owned and controlled by the Association for the common use and enjoyment of the Owners, Tenants, and their Guests.

**3.2. Clubhouse and Facility Rentals.** Portions of the Clubhouse and other Common Areas may, in the Association’s discretion, be rented to Owners or their Tenants for private functions and other gatherings pursuant to these Policies and the Declaration. The Clubhouse and Common Areas may only be rented by Owners and their Full time Tenants. Vacation Rental Tenants may not rent out the Clubhouse and Common Areas. The terms, conditions, and approval of any such rental use shall be in the Board’s sole discretion. Rentals may only occur during normal operating hours and during such rental periods the rented facilities shall be closed to non-renting Owners and Tenants, subject to any limitations as determined by the Association, in its sole discretion. Authorized Users under this subsection 3.2 (Owners and their Tenants) shall observe and be respectful of any area-specific limitations while the Clubhouse and Common Area facilities are being rented for private functions or events. Authorized Users under this subsection 3.2 are restricted to reserving a maximum of two (2) private events per calendar year. Rentals shall be subject to the following terms and conditions, not including any additional terms and conditions as established from time to time by the Board:

**3.2.1.** The duration of the rental period shall include the time needed to prepare the Clubhouse and/or Common Area facilities for such use and the time needed for cleaning after the private function or event ends.

3.2.2. Rental reservations must be made in advance and shall be based on availability. Rental fees and a security deposit must be paid at the time of the rental reservation.

3.2.3. Rental fees will vary depending on the nature, size, and type of event or private function. The Association – through the Community Manager – shall establish a fee schedule for rentals and this fee schedule shall be made available to Owners and Tenants upon request.

3.2.4. Special approval from the Board is needed before any outside equipment and/or third-party services are used in conjunction with the rental of the Clubhouse or related Common Area facilities, including the pool area. The Board is authorized to accept or deny any such requests, in its sole discretion.

3.2.5. Authorized Users may be asked to provide an additional damage deposit upon scheduling the reservation date for a private function or event. Upon completion of the private function or event, if no damage has occurred during the function or event, the damage deposit shall be returned to the Authorized User.

3.2.6. Any damage or loss of equipment that occurs during the event or function shall be billed to the person or persons responsible for reserving the event or function.

**4. Rules for Pool Area; Permission to Use the Pool.**

4.1. **Hours of Operation.** The pool located in the Palisade Legends Subdivision shall be open to Owners, their Tenants, and Guests from 8:00 a.m. to 8:00 p.m., daily, including weekends. The pool may be occasionally closed due to inclement weather, for maintenance and repairs, or for safety and security reasons, as determined by the Association in its sole discretion.

4.3. **Etiquette; Rules.** There shall be no on-duty lifeguards retained by the Association to monitor the pool area. All children who are Authorized Users but are under the age of twelve (12) must be accompanied and supervised by an adult who is an Authorized User and is over the age of eighteen (18). For children under the age of five (5), the supervising adult must always be physically in the pool with the child, within arm’s reach. Children under the age of 5 shall not be permitted to be within the pool without adult supervision. Parents (or supervising adult(s)) are expected to take responsibility for their children’s’ behavior. The following rules also apply to the use of the pool area:

4.3.1. Well-behaved, leashed dogs are allowed in the pool area. However, dogs or other pets are not allowed to enter the swimming pool at any time. Owners are responsible for damage to the pool, pool cover, equipment, furniture and fence caused by their dogs.

4.3.2. Cloth or disposable infant diapers are not permitted in the swimming pool. Infants must wear swim-adaptable diapers.

4.3.3. Food and drink are permitted but must be consumed at least five (5) feet away from the swimming pool, within the appropriate perimeter deck areas. Glass objects are not permitted within the pool and pool area at any time.

4.3.4. Bicycles, tricycles, skateboards, in-line skates, heelys, longboards, one-wheels, or similar recreational equipment are not allowed within the pool area under any circumstances.

4.3.5. Horseplay, rough housing, running, spitting, fighting, and other reckless or dangerous behavior and/or activities are not allowed within the pool area under any circumstances.

4.3.6. Small inflatable beach balls and other self-inflating pool toys are permissible. Super soakers, rafts, or any full-size flotation device that is blown up or pumped up are not permitted.

4.3.7. Personal radios, stereos, MP3 players, and other similar items are allowed only if personal headphones are used. Authorized Users are not allowed to play music within the pool area out loud without using personal headphones.

4.3.8. All Authorized Users must wear appropriate swimming pool or beach attire.

4.3.9. All trash and garbage must be safely and completely disposed of using the trash receptacles provided within the pool area.

4.3.10. The Association may provide a limited quantity of pool toys for Authorized Users to enjoy while using the pool and pool area. All Authorized Users are encouraged to treat Association property with respect and remove all such items from the pool after use. Authorized Users are similarly encouraged to fold down lounge chairs before leaving the pool area.

4.3.11. Smoking of any kind (including the use of e-cigarettes, vape pens, Juuls, etc.) is strictly prohibited within the pool area.

4.3.12. **Classes.** From time to time, the Association may provide group water aerobics classes (for a fee) for Owners and their Tenants to participate in. Participants acknowledge that all physical activities offered may involve some risk and thus participants take part in these classes and programs at their own risk.

**5. Workout Room Rules.** The workout room, including all weight and fitness equipment, are available only to the Owners and their Tenants. Authorized Users under this Section 5 should be sufficiently knowledgeable and physically capable to use the available equipment in the manner in which it was intended to be used. Authorized Users should bring their own workout towel with them when using the workout room, facilities, and equipment. All workout equipment should be returned to appropriate storage areas and weights re-racked when such items are no longer being used. All workout equipment including, by way of example, weights, exercise machines, and treadmills, should be sanitized with towels and antiseptic wipes which are available on site. Televisions should be turned off and remotes returned to the shelving unit below the television when not in use.

5.1. **Classes.** From time to time, the Association may provide group fitness classes (for a fee) and training programs for Owners and their Tenants to participate in. Participants acknowledge that all physical activities offered may involve some risk and thus participants take part in these classes and programs at their own risk.

**6. Open Space and Trail Policy Rules.** There are certain areas of land located within the Palisade Legends Subdivision which have been designated as Open Space and these lands are owned by the Association. There is also a system of interconnected trails located throughout the Subdivision which are intended to be used by Authorized Users for low impact recreational uses (walking, running, etc.). Authorized Users shall remain on these designated trails and shall not create trails of their own or modify existing trails within the Subdivision. Children under the age of 12 should be accompanied by an adult if using the Association’s Open Space or trails. The use or disposal of any glass items is strictly prohibited on the trails and Open Space areas. No firearms of any sort (including any and all rifles, handguns) nor weapons of any nature shall be permitted on the trails and Open Space areas. No open or enclosed fires are permitted. All trash and pet waste must be immediately removed and disposed of by the Authorized Owner in appropriate waste facilities per Title 6, Chapter 6.09 of the City of Grand Junction Municipal Code (updated through October 1, 2018) (the “Code”). Dogs must remain leashed at all times within the Subdivision per Chapter 6.08 of the Code. The use of motorized vehicles, bicycles, skateboards are prohibited on the trails and in the Open Space. Authorized Users may push buggies, use cross country skis and snowshoes on designated trails and Open Space when seasonally appropriate.

**7. Pet Policies.**

**7.1. Dog Park Rules.** The dog park is a fenced enclosure located within the Subdivision for the enjoyment of the Owners and Long Term Tenants and their dogs. The dog park will be open daily from Dawn to Dusk. Owners, Long term Tenants, and all other Authorized Users who harbor, keep, or are in custody of a dog shall be solely responsible for ensuring that the dog is well-behaved when in the dog park and does not become at-large in the Subdivision. All dogs kept within the Subdivision must be currently vaccinated and the individual or individuals responsible for the dog must provide the Association with a copy of written confirmation of such vaccine. Dogs must display current tags from the Mesa County Animal Services Center or the County the owner lives much of the time. Owners and Tenants must be present within the fenced enclosure with their dogs and are responsible for the behavior of their dog or dogs at all times. Owners and Tenants must have in their possession a leash for each of their dogs per the Code. No Owner, Tenant or Authorized User shall promote dog fighting and/or maintain a peaceful and safe environment for all other residents or visitors in the Subdivision. **Vacation Rental Tenants are not allowed to use the Dog Park for the safety of the Dogs who are there with Owner or Long Term Tenants.**

**7.2. Pet Hotel and Grooming Services. Not open Yet. An Amendment will be sent out with the rules when this amenity is available.**

**8. Violations.** Any violation of these Community Policies may result in a written reprimand from the Board and/or removal of the Owner or Tenant’s privileges contained in these Policies, as further provided below. Access to the Subdivision may be denied to any Guest in the sole discretion of the Association, acting through the Board. Access to the Property, Common Areas, Clubhouse, pool area, workout room, Open Space, or trails may be denied to any Owner or Tenant who has received more than two (2) reprimands in any 30-day period, in addition to any fines and other sanctions available to the Association under the Association Documents, subject to the Owner’s right to request mediation under subsection 10.3 of the Declaration.

9. **Fines.** Upon written notice, the Association, through the Board, may levy a fine or fines against any Owner or Tenant for any violation of a term or provision of any Association Document including these Policies. Unless specifically provided otherwise, such fine shall be in the amount of **\$25** per occurrence, per day (if the violation is ongoing). Owner or Tenant shall, within seven (7) days after notice from the Board, either pay the fine, or submit a written statement to the Board explaining why the fine is not justified. Within seven (7) days after receipt of the Owner or Tenant's explanation, the Board shall either waive the fine or provide the Owner with a written statement explaining why the Owner's request was denied. Owner shall then have seven (7) days after receipt of the Board's written statement to either pay the fine or submit the matter to mediation in accordance with subsection 10.3 of the Declaration. Any fine that is not waived or otherwise dismissed by the Association or a court of law shall be treated as a past due assessment, subject to all of the terms and provisions of the Declaration and law, specifically including the Association's right to foreclose.

10. **Adoption and Amendment.** Pursuant to the Declaration, by majority agreement of the members of the Board, the Board may amend these Community Policies and adopt and amend such other or additional policies, procedures, rules and regulations as it deems to be in the best interest of the Subdivision and the Association, so long as any such policy, procedure or rule does not conflict with any term or provision of the Declaration, the Articles of Incorporation, or the Bylaws.

**These Community Policies are adopted by the undersigned Declarant who owns all of the Lots in the Subdivision, represents 100% of the now-existing voting rights of the Member. These Policies are effective as of the 3rd day of May, 2021, and are in compliance with applicable Colorado law including the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101, et seq.**

PALISADE LEGENDS HOMEOWNERS ASSOCIATION:

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Nathalie Ames, President