



**Ranch of the Rockies Homeowner's Association**  
**Policies & Procedures and Rules**



Revised 12-27-2022

**Ranch of the Rockies Homeowner's Association**

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## Adoption and Amendment of Policies, Procedures, and Rules

This section discusses procedures the Board uses to review, adopt, repeal and amend policies, procedures, and rules of the Ranch of the Rockies Association (the Association).

Ranch of the Rockies Association (RORA) is a nonprofit corporation formed to maintain common property and prepare documentation to comply with the terms of the Water Augmentation Plan for the area platted as Western Union Ranch (WUR) and so recorded in the records of Park County, Colorado.

The policies, procedures and rules contained in this document may be amended, repealed or altered, in whole or in part, based upon a majority vote of the Board of Directors of the Association. It is recommended that proposed new rules, which are not mandated by law, should be presented to the membership via the newsletter with a request for comment. Comments should be reviewed by the Board and changes to the proposals should be made as appropriate. The final proposed rules should be included on the annual ballot/proxy for approval or rejection of a majority of the members voting at the annual membership meeting.

The Secretary of the Board shall request a review by the Board, of the Association's Policies and Procedures document once per calendar year, preferably at the first monthly meeting of the Board for each calendar year. At this meeting the Secretary shall present to the Board any requests for reviews or changes, from Board members or from members (property owners) in good standing of the Association.

New policies, procedures and rules may be adopted by a majority vote of the Board, as long as those policies, procedures and rules do not conflict with the Covenants, Bylaws or Articles of Incorporation of the Association.

All changes to the policies, procedures and rules of the Association shall be discussed by the Board of Directors, a motion to make the change will be required, and a majority of the Board must vote in favor of the change before such a change can be adopted.

## Collection Policy and Procedures

**Any strikethrough in the this section is replaced by HB 22-1137 Effective August 9<sup>th</sup> 2022**

Billing and collection policies for annual dues and special assessments will be discussed in this section of the document. In the event of a conflict between the policies, procedures and rules in this section, and the Articles of Incorporation or the Bylaws of the Association, the Articles of Incorporation or the Bylaws of the Association will take precedence.

1. Admission Without Fee:

- a. Ownership of a tract or lot without payment of an admission fee, shall establish the owner as a member of this Association.

2. Annual Dues:

- a. Assessments for annual dues shall be based on and assessed against the individual tracts and the owners thereof, as identified in the original Plat of the Ranch of the Rockies. For the purposes of assessment, tracts of land shall be identified by reviewing the original Plat Document without giving consideration to tracts of land, which may have been joined or combined subsequent to the original Plat.
- b. The dues assessment is **one hundred and fifty-five dollars (\$155)** per year per tract subject to such modification, as the Board of Directors require.

3. Payment of Dues:

- a. The annual dues shall be payable in one installment to be paid when an owner becomes a member and all subsequent installments to be paid on or before the due date as set forth by the Board of Directors and every calendar year thereafter during the period of such membership.

4. Special Assessments:

- a. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted, including, without limitation, the costs of any construction, restoration, unbudgeted repairs, or replacements of capital improvements, as long as such Special Assessment receives the consent of a majority of the Members present and voting, in person or by proxy, at a duly constituted meeting.

## 5. Default in Payment of Dues or Assessments:

- a. When any member shall be in default in the payment of dues or assessments for a period of thirty days from the date on which dues or assessments become payable, he shall, for purposes of voting, use of the garbage facilities, use of the reservoir for fishing, use of the pavilion, use of the common horse facilities, use of the RV rental storage area, and any other common use area of the Association, be considered as a member NOT in good standing. Such member shall not be reinstated as a member in good standing until he has paid his dues and assessments in *full*.
- b. In addition to the foregoing, if any member shall fail to pay his dues or assessments as the same become due, on the failure of payment of the dues or assessments after sixty day's written notice of such delinquency given by the Association to such member, the amount of the assessment shall become a lien on such member's unit or lot in the subdivision in favor of the Association and the Association shall have the right to record a notice of claim of lien and proceed thereon for the foreclosure and enforcement of liens. In addition, the Association shall have the right to commence a personal action against such member for the collection of the dues or assessments in any court of competent jurisdiction.

## 6. Assignment of Dues:

- a. In the event any member whose dues are paid in *full*, during the year in which such dues are paid, terminate his membership by sale of his lot he shall be entitled to assign to the buyer of such lot the benefit of the paid-up dues.

## ~~7. Dues Billing:~~

- ~~a. A bill shall be sent to each owner of record on or before January 15<sup>th</sup> of each calendar year. This itemized bill will reflect the current year's dues plus any dues and/or late charges which may have been assessed for dues in arrears.~~
- ~~b. Late fees— All dues not paid by March 31<sup>st</sup> are considered late. All late dues will be charged a late fee of 20% annually. Payments shall be applied to arrearages first.~~
- ~~c. Past Due Notice— A past due notice will be sent out April 1<sup>st</sup> for any past due dues plus 20%. The notice shall contain contact information allowing the Member the option to set up a written payment plan, whereby equal monthly payments may be made on assessments, over a six-month period. Late fees will stop accruing upon submission of the approved payment plan to the Association's accounting department. There is no prepayment penalty. A Member's failure to remit payment of an agreed-upon installment, or to remain current with regular assessments as they come due during the six-month period, constitutes a failure to comply with the terms of the payment plan. Nothing prohibits the Association from pursuing legal action if the Member fails to comply with the terms of the payment plan.~~
- ~~d. Liens— Any owner of record in arrears two years will be sent a letter explaining that a lien will be filed on the property in arrears sixty days after the mailing date of the letter. If no response is received within the 60 day period, a lien will be filed for the amount of the dues and any accumulated late charges, plus any future amounts that may accumulate prior to payment in full.~~
- ~~e. Lien Releases— Arrears which have had a lien recorded against them will, upon payment in full, have the lien released. A release form will be mailed to the owner of record within 30 days of receipt of payment in full.~~

## 8. Exception Processing

- (a) Treasurer's Deeds are issued as a result of tax sales. Any liens that the Association has recorded are extinguished. The party named on the Treasurer's Deed must be billed for the pro-rated portion of the year from the issue date on the deed and for calendar years succeeding the issue date. Any amount owed at the time the Treasurer's Deed is issued must be written off as a bad debt.
- (b) Owners filing bankruptcy. If an owner files bankruptcy, the Association must write off, as bad debts, any amounts owed at the time the bankruptcy proceeding is concluded.
- (c) Properties acquired as a result of a foreclosure may be reviewed by legal counsel and action taken upon advice of legal counsel. Some amounts owed at the time the title is transferred, may need to be written off as a bad debt.

~~9. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Member. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.~~

~~10. Application of Payments. All sums collected on a delinquent account that has been turned over to the Association's attorney shall be remitted to the Association until the account is brought current. All payments received on account of any Member or the Member's property (hereinafter collectively "Member"), shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Member pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Member.~~

11. ~~Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with the Association, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to:
  - a. ~~Filing of a suit against the delinquent Member for a money judgment.~~
  - b. ~~Instituting a judicial foreclosure action of the Association's lien.~~
  - c. ~~Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and~~
  - d. ~~Filing a court action seeking appointment of a receiver.~~~~
12. ~~Payment Plan: The Association shall make a good faith effort to set up a payment plan with any Member delinquent in payment of its unpaid assessments or other amounts owed to the Association as set forth above and based upon the following procedures:
  - a. This Payment Plan provision does not apply if the member does not occupy the tract and has acquired the property as a result of:
    - i. ~~A default of a security interest encumbering the unit; or~~
    - ii. ~~Foreclosure of the Association's lien; and~~
    - iii. ~~The unit member had previously entered into a payment plan with the Association.~~
  - b. ~~Notwithstanding anything contained in Section 12(a) above, this Payment Plan provision does not apply to a unit member that has a payment plan in place or has defaulted at any time on a plan arrangement with the Association.~~
  - c. ~~If a payment plan is negotiated between a member and the Association, the payment plan will allow the member to pay off the amount owed, plus all appropriate penalties, legal fees and costs, interest or late charges, in equal installments over a period of at least six (6) months.~~
  - d. ~~Additional late charges will be suspended upon entering a payment plan with the Association.~~
  - e. ~~The payment plan agreement shall take the form of a Promissory Note in a form similar to that set forth in Exhibit A, attached hereto.~~
  - f. ~~A member fails to comply with the terms of his or her payment plan, the Association may pursue all legal action against the member to enforce the debt owed.~~
  - g. ~~A member's failure to remit payment of an agreed upon installment, or to remain current with regular assessments as they come due during the six (6) month period, constitutes a failure to comply with the terms of his or her payment plan.~~~~
13. For purposes of this policy, the term "assessments" include regular and special assessments and any associated fees, charges, late charges, attorney fees, fines, and interest pursuant to 38-33.3-315(2), C.R.S.
14. Upon referral of any matter to the Association's attorney, the Association shall pay the attorney's usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.
15. Mediation/Arbitration: The State of Colorado encourages the use of mediation/arbitration to use all available public or private resources for alternative dispute resolution. Therefore, nothing herein shall prohibit the Association and a unit member from mutually agreeing to use mediation and/or arbitration to attempt to resolve any dispute between the Association and a unit member prior to the commencement of any legal proceeding. Either party to the mediation may terminate the mediation process with prejudice. If a mediation agreement is reached between the parties and either party violates the stipulation, the other party may apply immediately to the appropriate court for relief. If the parties agree to arbitration, the decision of the arbitrator shall be final and binding upon the parties.
16. ~~Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing a Member for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.~~
17. ~~Communication with Members. All communications with a delinquent Member shall be handled through the Association's attorney once a matter has been referred to the attorney. No member of the Board of Directors shall discuss the collection of the account directly with a Member after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.~~
18. Credit Report. In the event a Member becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law, the Member acknowledges and agrees that the Association may cause a credit report to be pulled via an agent, in order to facilitate the collection of unpaid assessments.

❖ The following policy was adopted by the Board of Directors

Pursuant to HB 22-1137

**POLICY OF RANCH OF THE ROCKIES ASSOCIATION REGARDING PROCEDURES FOR  
COLLECTION OF UNPAID ASSESSMENTS**

**SUBJECT:** Adoption of a policy and procedure regarding the collection of unpaid assessments.

**PURPOSE:** To provide notice of the Association's adoption of a uniform and systematic procedure to collect assessments and other charges of the Association.

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

**EFFECTIVE DATE:** August 9, 2022

**RESOLUTION:** The Association hereby adopts the following policy:

**The Association hereby gives notice of its adoption of the following policies and procedures  
for the collection of assessments and other charges of the Association:**

1. Due Dates. Installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 31<sup>st</sup> of January of each year. Assessments or other charges not paid in full to the Association within one day of the due date shall be considered past due and delinquent. Assessments or other charges not paid in full to the Association within ten (10) days of the due date shall incur late fees and interest as provided below. In the event notice of acceleration is given to delinquent Owner(s), the Owner(s) of the unit shall also be charged any costs incurred by the Association in giving notice of such acceleration.
2. Receipt Date. The Association shall post payments on the day that the payment is received in the Association's office.

3. Late Charges on Delinquent Installments. The Association shall impose on a monthly basis a **\$50.00** charge for the 1st month, then **\$50.00** per month thereafter each Owner who fails to timely pay any assessment within ten (10) days of the due date. This late charge shall be a "common expense" for each delinquent Owner. The Association shall impose interest from the date due at the rate of **8% per annum** on the amount owed for each Owner who fails to timely pay their monthly installment of the any assessment within ten (10) days of the due date.
4. Personal Obligation for Late Charges. The late charge shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth herein) for payment of assessments.
5. Return Check Charges. In addition to any and all charges imposed under the Declaration, Articles of Incorporation and Bylaws, the Rules and Regulations of the Association or this Policy, a return check fee, not to exceed \$20.00, shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations or this Policy after the date adopted as shown above. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of any assessment is not timely made within ten (10) days of the due date.
6. Service Fees. In the event the Association incurs any type of service fee, regardless of what it is called, for the handling and processing of delinquent accounts on a per account basis, such fees will be the responsibility of the Owner as such fee would not be incurred but for the delinquency of the Owner.
7. Repayment Plan. Any Owner who becomes delinquent in payment of assessments may enter into a repayment plan with the Association, which plan shall be for a minimum term of 18 months or such other longer term as may be approved by the Board of Directors.

Such repayment plan shall be offered to each Owner prior to the Association referring any account to an attorney or collection agency for collection action. Under the repayment plan, the Owner may choose the amount to be paid each month, so long as each payment is at least twenty- five dollars (\$25.00) until the balance of the amount owed is less than twenty-five dollars (\$25.00).

The Owner shall be deemed to be in default of the repayment plan and the repayment plan with the Association shall be null and void if within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the Owner either declined the repayment plan; or after accepting the repayment plan, failed to pay at least three (3) of the monthly installments within fifteen (15) days after the monthly installments were due

If the Owner does not confirm written acceptance of the repayment plan within thirty (30) days after the Association has provided the Owner with a written offer to enter into a repayment plan, the offer shall be deemed to be declined.

In the event the Owner defaults or otherwise does not comply with the terms and conditions of the repayment plan, including the payment of ongoing assessments of the Association, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action or may take such other action as it deems appropriate in relation to the delinquency.

An Owner who has entered into a repayment plan may elect to pay the remaining balance owed under the repayment plan at any time during the duration of the repayment plan.

8. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.
9. Application of Payments. Once an account is referred to the Association's attorney, all sums collected on a delinquent account shall be remitted to the Association's attorney until the account is brought current. The Association may prohibit the Owner from accessing any online payment portal until the account is brought current. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied in the following manner: first to the payment of any assessments owed, then to any and all legal fees and costs (including attorney fees), then to expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Policy.
10. Collection Process.
  - (a) After an installment of an annual assessment or other charges due to the Association becomes more than ten (10) days delinquent, the Management Company shall send a written notice ("First Notice") of non-payment, amount past due, notice that interest and late fees have accrued and request for immediate payment. This First Notice shall be sent by regular first class mail.
  - (b) After an installment of an annual assessment or other charges due to the Association becomes more than sixty (60) days delinquent, the Management Company shall send a second written notice ("Second Notice") of non-payment, amount past due, notice that interest and late fees have accrued, notice of intent to file a lien and request for immediate payment. The Association's notice, at a minimum shall include the following:
    - (i) The total amount due to the Association along with an accounting of how the total amount was determined.



- (ii) Whether the Owner may enter into a payment plan and instructions for contacting the Association to arrange for and enter into a plan.
  - (iii) A name and contact information for an individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt.
  - (iv) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty days may result in the Owner's delinquency account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, appointment of a receiver, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado Law including revoking the Owner's right to vote if permitted in the Bylaws or Declaration.
  - (v) Specify whether the delinquency concerns unpaid assessments; unpaid fines, fees or charges; or both unpaid assessments and unpaid fines, fees, or charges, and, if the notice of delinquency concerns unpaid assessments, the notice of delinquency must notify the Owner that unpaid assessments may lead to foreclosure.
  - (vi) Include a description of the steps the Association must take before the Association may take legal action against the Owner, including a description of the Association's covenant violation cure process as laid out in the Association's Covenant and Rule Enforcement Policy.
  - (vii) Include a description of what legal action the Association may take against the Owner, including a description of the types of matters that the Association or Owner may take to Small Claims Court, including injunctive matters for which the Association seeks an order requiring the Owner to comply with the Declaration, Bylaws, Covenants, or other governing documents of the Association.
- (c) This Second Notice will be provided to the Owner in the following manners:
- (i) Certified mail, return receipt requested; and
  - (ii) Physically posted on the Owner's Unit at the Association; and
  - (i) By one of the following manners:
    - i. First-class mail.

- ii. Text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association;  
or
  - (iii) Email to an email address that the Association has on file because the Owner has provided the email address to the Association
- (d) After an installment of an annual assessment or other charges due to the Association becomes more than ninety (90) days delinquent, the Management Company shall turn the account over to the Association's attorney for collection.

Any collection account referred to an attorney for collections shall first be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken, pursuant to the Association's Conduct of Meetings Policy.

Upon receiving the delinquent account, legal counsel may file a lien and send a letter to the delinquent Owner demanding immediate payment for past due assessments or other charges due. Upon further review, legal counsel may file a lawsuit or further collection action. If a judgment or decree is obtained, including without limitation a foreclosure action, such judgment or decree shall include reasonable attorney fees together with the cost of the action and any applicable interest and late fees.

In addition to the steps outlined above, even after the Owner has been sent to the attorney for collections, on a monthly basis, the Association shall send any Owner with an outstanding balance due an itemized list of all assessments, fines, fees, and charges that the Owner owes the Association. A ledger going back to the last zero balance can satisfy this requirement.

This monthly notice shall be sent by first-class mail. The monthly notice shall also be sent by email if the Association has an email address for the Owner.

This monthly notice shall be sent in English unless the Owner has indicated a preference for notices to be sent in another language.

If the Owner has identified a designated contact, this notice shall be sent to both the Owner and a copy sent to the designated contact.

This notice may not contain additional legal fees and legal costs that have been incurred by the Association but have not yet been posted to the ledger. As such, the Owner is

required to communicate with the collection attorney to obtain the most up to date balance.

11. Acceleration and Deceleration of Assessments. The Board reserves the right to accelerate and call due the entire unpaid annual assessment on any delinquent account including such assessments that may become due during the pendency of a payment plan as described above. Such acceleration shall result in the entire unpaid annual assessment being due to the Association immediately. The Board also reserves the right to decelerate any accelerated assessment.
12. Collection Procedures/Time Frames. The following time frames shall be followed for use in the collection of monthly installments of the annual assessment and other charges

Due Date	January 31 <sup>st</sup> of every year
Past Due Date	One day after due date
First Notice (notice that late charges and interest have accrued,)	Any time after ten (10) days after due date February 10 <sup>th</sup> is the earliest date
Second Notice (notice that late charges and interest have accrued, notice of intent to file lien, required disclosures of the Association and the availability of a payment plan if applicable)	Any time after sixty (60) days after due date – April 2 <sup>nd</sup> Earliest date with leap year included in the time frame +1 day
Delinquent account turned over to Association’s attorney; Lien filed; Demand letter sent to Owner.	Any time after ninety (90) days after due date May 2 <sup>nd</sup> Earliest date +1day inclusive

The attorney may consult with the Association as necessary to determine if payment has been arranged or what collection procedures are appropriate.

13. Certificate of Status of Assessment. The Association shall furnish to an Owner or such Owner’s designee upon the Owner or designee’s written request to the Association, made via first class postage prepaid, return receipt requested mail, a written statement from the Association, setting forth the amount of unpaid assessments currently levied against such Owner’s property at no charge and delivered personally or by certified mail, first class-postage prepaid, return receipt requested. However, if the account has been turned over to the Association’s attorney, such request may be handled through the attorney.

A status letter provided to a title company or mortgage company in anticipation of a sale of the property or a refinance of the mortgage provides additional information beyond a statement of the total amount due and as such any charges incurred by the Association for providing a status letter shall be charged back to the Owner.

14. Bankruptcies and Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any unit within the Association, Management Company shall notify the Association's attorney of the same and turn the account over to the Association's attorney, if appropriate.
15. Referral of Delinquent Accounts to Attorneys. Upon referral to the Association's attorney, the attorney shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The attorney, in consultation with Management Company, is authorized to take whatever action is necessary and determined to be in the best interests of the Association, including, but not limited to
  - (a) Filing of a suit against the delinquent Owner for a money judgment.
  - (b) Instituting a judicial foreclosure action of the Association's lien, upon approval by the Association's Board of Directors;
  - (c) Filing necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; and
  - (d) Filing a court action seeking appointment of a receiver.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

16. Appointment of a Receiver. The Association may seek the appointment of a receiver if an Owner becomes delinquent in the payment of assessments pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court, who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments and prevent the waste and deterioration of the property.
17. Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action. The Association shall consider individually each recommendation for a foreclosure. Such foreclosure shall be approved by the Board of Directors via resolution or a vote of the Board recorded in the minutes of the meeting at which the vote was taken.

The Association may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association.

The Association may not foreclose on an Owner's Unit if the debt securing the lien consists only of one or both of the following:

- (a) Fines that the Association has assessed against the Owner as a result of covenant violations; or
- (b) Collection costs or attorney fees that the Association has incurred and that are only associated with assessed fines as a result of covenant violations.

If a Unit has been foreclosed on by the Association, the Unit shall not be purchased by a member of the Board of Directors, an employee of the Association's management company representing the Association, an employee of the law firm representing the Association, or an immediate family member of any of these individuals.

18. Waivers. The Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.
19. Communication with Owners. As to any communication sent by the Association or the Management company on behalf the Association pursuant to Paragraph 10 of this Policy, the Association or management company on their behalf, shall maintain a record of any contacts, including information regarding the type of communication used to contact the Owner and the date and time that the contact was made.

An Owner may identify another person to serve as a designated contact for the Owner to be contacted on the Owner's behalf. If the Owner identifies as designated contact, the Association shall send any collection correspondence and notices to both the Owner and their designated contact. However, once an Owner is sent to the attorney for collections, all communication will be directly with the Owner until or unless the Owner provides permission directly to the Association's attorney giving permission for the attorney to discuss with the designated contact.

An Owner may notify the Association if the Owner prefers that correspondence and notices from the Association be made in a language other than English. If a preference is not indicated, the Association shall send the correspondence and notices in English. If the Owner has notified

the Association of a preference other than English, any notices or letters sent pursuant to this Policy shall be sent both in English and in the preferred language.

If an Owner has identified both a designated contact and a preference for a different language, the Association shall send the Owner the correspondence or notice in the preferred language and in English and the designated contact the correspondence or notice in English.

All communication with a delinquent Owner shall be handled through the Association's attorney once a matter has been referred to the attorney. No member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact.

20. Communication by Owners. Owners may communicate with the Association in any manner they choose including email, text, fax, phone, or in writing, when available. However, in doing so, the Owner acknowledges that the Association and/or its agents may communicate via the same method unless otherwise advised.
21. Defenses. Failure of the Association to comply with any provision in this Policy shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Policy.
22. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
23. 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 Project.
24. 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.
25. Amendment. This Policy may be amended from time to time by the Board of Directors

## Meetings Policy and Procedures (Board and Member Meetings)

❖ The following policy was adopted by the Board of Directors

### POLICY OF RANCH OF THE ROCKIES ASSOCIATION ADOPTING PROCEDURES FOR THE CONDUCT OF MEETINGS

**SUBJECT:** Adoption of a policy and procedures for conducting Owner and Board meetings.

**PURPOSE:** To facilitate the efficient operation of Owner and Board meetings and to afford Owners an opportunity to provide input and comments on decisions affecting the community.

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

**EFFECTIVE**

**DATE:** August 9, 2022

**RESOLUTION:** The Association hereby adopts the following procedures regarding the conduct of meetings:

1. Owner Meetings. Meetings of the Owners of the Association shall be called pursuant to the Bylaws of the Association.

**(a) Notice.**

1. In addition to any notice required in the Bylaws, notice of any meeting of the Owners shall be conspicuously posted within the Ranch of the Rockies Community at least ten (10) days prior to each such meeting, or as may otherwise be required by Colorado law.
2. The Association shall also post notice on its website of all Owner meetings. Such notice shall be posted ten (10) days prior to such meeting.
3. If any Owner has requested the Association provide notice via email and has provided the Association with an email address, the Association shall send notice for all Owner meetings to such Owner at the email address provided at least 24 hours prior to any such meeting.

**(b) Conduct.**

1. All Owner meetings shall be governed by the following rules of conduct and order:

- A. The president of the Association or designee shall chair all Owner meetings.
- B. All Owners and persons who attend a meeting of the Owners will sign in, present any proxies, and receive ballots as appropriate. (See section below regarding voting).
- C. Any person desiring to speak shall sign up on the list provided at check in and indicate if they are for or against an agenda item.
- D. Anyone wishing to speak must first be recognized by the chair.
- E. Only one person may speak at a time.
- F. Each person who speaks shall first state their name and address.
- G. Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for them.
- H. Those addressing the meeting shall be permitted to speak without interruption from anyone as long as these rules are followed.
- I. Comments are to be offered in a civilized manner and without profanity, personal attacks or shouting. Comments are to be relevant to the purpose of the meeting.
- J. Each person shall be given up to a maximum of three minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the chair, but shall be uniform for all persons addressing the meeting.
- K. All actions and/or decisions will require a first and second motion.
- L. Once a vote has been taken, there will be no further discussion regarding that topic.



- M. So as to allow for and encourage full discussion by Owners, no meeting may be audio, video, or otherwise recorded. Minutes of actions taken shall be kept by the Association.
- N. Anyone disrupting the meeting, as determined by the chair, shall be asked to “come to order.” Anyone who does not come to order will be requested to immediately leave the meeting.
- O. The chair may establish such additional rules of order as may be necessary from time to time.

**(c) Voting.** All votes taken at Owner meetings shall be taken as follows:

1. Contested elections of Board members, defined as elections in which there are more candidates than positions to be filled, shall be conducted by secret ballot. Each Owner entitled to vote pursuant to the Bylaws shall receive a ballot. The ballot shall contain no identifying information concerning the ballot holder. In the event an Owner holds a proxy for another Owner, upon presentation of such proxy to the secretary of the Association or the secretary’s designee, the Owner shall receive a secret ballot to cast the vote of the Owner who provided the proxy. The proxy shall be kept and retained by the Association.
2. Uncontested elections of Board members, defined as elections in which the number of candidates is equal to or less than the positions to be filled, and all other votes taken at a meeting of the Owners shall be taken in such method as determined by the Board of Directors including acclamation, by hand, by voice, or by ballot. Notwithstanding the above, uncontested elections of Board members or other votes on matters affecting the community shall be by secret ballot at the discretion of the Board or upon the request of 20% of the Owners who are present at the meeting or represented by proxy.
3. Written ballots shall be counted by a neutral third party, excluding the Association’s managing agent or legal counsel, or a committee of volunteers who are not Board members, and in the case of a contested election, are not candidates. The committee shall be selected or appointed at an open meeting, in a fair manner, by the chair or another person presiding during that portion of the meeting.
4. The individual(s) counting the ballots shall report the results of the vote to the chair by indicating how many votes were cast for each individual or how many votes were cast in favor and against any issue.

**(d) Proxies.** Proxies may be given by any Owner as allowed by C.R.S. 7-127- 203.

- (1) All proxies shall be reviewed by the Association’s secretary or designee as to the following:

- A. Validity of the signature;
- B. Signatory's authority to sign for the unit Owner;
- C. Authority of the unit Owner to vote;
- D. Conflicting proxies; and
- E. Expiration of the proxy.

2. Board Meetings. Meetings of the Board of Directors of the Association shall be called pursuant to the Bylaws of the Association.

**(a) Conduct.**

(1) All Board meetings shall be governed by the following rules of conduct and order:

- A. The president of the Association, or designee, shall chair all Board meetings;
- B. All persons who attend a meeting of the Board shall be required to sign in, listing their name and unit address;
- C. All Owners will be given an opportunity to speak as to any matter or ask questions of the Board during the Owner forum at the beginning of the meeting. Any Owner wishing to speak during the Owner forum shall so indicate at the time of sign in;
- D. Anyone desiring to speak shall first be recognized by the chair;
- E. Only one person may speak at a time;
- F. Each person speaking shall first state their name and address;
- G. Any person who is represented by another person as indicated by a written instrument at the meeting shall be permitted to have such person speak for them;
- H. Those addressing the Board shall be permitted to speak without interruption from anyone as long as these rules are followed;
- I. Comments are to be offered in a civilized manner and without profanity, personal attacks, or shouting. Comments are to be relevant to the purpose of the meeting or issue at hand;
- J. Each person shall be given up to a maximum of three minutes to speak or to ask questions, although questions may not be answered until a later date. Each person may only speak once

during the Owner forum and once on any other issue prior to a vote by the Board on such issue. Yielding of time by a speaker to another individual shall not be permitted. Such time limit may be increased or decreased by the chair but shall be uniform for all persons addressing the meeting;

- K. No meeting of the Board may be audio, video, or otherwise recorded except by the Board to aid in the preparation of minutes; and
- L. Anyone disrupting the meeting, as determined by the chair, shall be asked to “come to order.” Anyone who does not come to order shall be requested to immediately leave the meeting.

**(b) Owner Input.**

1. After a motion and second has been made on any matter to be discussed, at a time determined by the Board, but prior to a vote by the directors, Owners, or their designated representatives, present at such time shall be afforded an opportunity to speak on the motion as follows:
  - A. The chair will ask those Owners present to indicate by a show of hands who wishes to speak in favor or against the motion. The chair will then determine a reasonable number of persons who will be permitted to speak in favor of and against the motion and for how long each person will be permitted to speak. The chair shall also announce the procedure for who shall be permitted to speak if not everyone desiring to speak will be permitted to speak.
  - B. Following Owner input, the chair will declare Owner input closed and there shall be no further Owner participation on the motion at hand unless a majority of the Board of Directors votes to open the discussion to further Owner participation.

**(c) Action Without a Meeting.**

1. Notice of Action Without a Meeting. Notice of the proposed action must be transmitted in writing to each director. The notice must contain the following information:
  - A. The action to be taken;

- B. The deadline (date and time) by which a director must respond to the written notice; and
  - C. That failure by a director to respond by the deadline stated in the notice will have the same effect as abstaining in writing or failing to demand in writing that the action be taken at a meeting.
2. Voting. By the deadline stated in the written notice, each director may:
- A. Vote in writing for such action;
  - B. Vote in writing against such action;
  - C. Fail to respond or vote; or
  - D. Demand in writing that the action be taken at a meeting. If any director demands, by the deadline date, that action be taken at a meeting, action without a meeting is no longer available. The Board must then hold a Board meeting to take action on such matter.
3. Effective Date of Action. Once the deadline stated on the notice has expired, and assuming no director demands that action be taken at a meeting, the action is deemed effective if the number of votes received in favor of the action are equal to or exceed the number of votes that would be required to pass the action if all the directors then in office were voting.
4. Electronic Communications/Authenticity of Signatures. All written communications of directors pursuant to this section may be transmitted or received by facsimile, e-mail, or other form of wireless communication. The Association may accept any electronic vote received as valid unless it has a reasonable, good faith basis to doubt its validity.
5. Minutes/Ratification. If action is taken pursuant to the above procedures, such action(s) shall be noted in the minutes of the next meeting of the Board and ratified at that time.

**(d) Executive Sessions.**

- 1. The members of the Board may hold a closed door, executive session and may restrict attendance to Board members and such other persons

requested by the Board during a regular or specially announced meeting for discussion of the following:

- A. Matters pertaining to employees of the Association or the manager's contract or involving the employment, discipline, or dismissal of an officer, agent, or employee of the Association;
  - B. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
  - C. Investigative proceedings concerning possible or actual criminal misconduct;
  - D. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing regarding a Unit Owner and any referral of delinquency;
  - E. Review of or discussion relating to any written or oral communication from legal counsel;
  - F. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure.
2. Prior to holding a closed-door session, the president of the Board, or other person designated to preside over the meeting, shall announce the general matter of discussion as stated above;
  3. No rule or regulation or amendment to the Bylaws or the Articles of Incorporation shall be adopted during a closed session. The foregoing documents may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following a closed session; and
  4. 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. Minutes of executive sessions may be kept but are not subject to disclosure pursuant to the Association's policy regarding inspection of records.

3. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
  4. 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. 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.
  6. Amendment. This Policy may be amended at any time by the Board of Directors.
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1. ~~Member Meetings~~ **Any strikethrough in this section has been replaced by the above policy effective August 9<sup>th</sup> 2022**

- a. Meetings of the lot owners, as the members of the Association, shall be held at least once each year.
- b. Special meetings of lot owners may be called by the President, by a majority of the Board of Directors, or by lot owners having twenty percent of the votes in the Association.
- ~~e. Not less than ten, nor more than sixty, days in advance of any meeting of the lot owners, the Secretary shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each lot owner or to any other mailing address designated in writing by the lot owner.~~
- ~~d. The notice of any meeting shall be physically posted in a conspicuous place, to the extent that such posting is feasible and practicable, in addition to any electronic posting or electronic mail notices that may be given. The Association will provide notice of all regular and special meetings of lot owners by electronic mail to all lot owners who so request and who furnish the Association with their electronic mail addresses. Electronic notice of a special meeting shall be given as soon as possible but at least twenty-four hours before the meeting.~~
- e. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove an officer or member of the Executive Board.
- f. Quorum – The members holding ten percent (10%) of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting without further notice.
- ~~g. Proxies – Any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member and registered with the Board of Directors. No proxy shall be valid after six months from the date of its execution.~~

~~2. Board Meetings~~

- ~~a. All regular and special meetings of the Association's Board of Directors or any committee thereof shall be open to attendance by all members of the Association or their representatives.~~
- ~~b. All lot owners or designated representatives so desiring, shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings except that, for regular and special meetings of the Board, lot owners who are not Board members may not participate in any deliberation or discussion unless expressly so authorized by a vote of the majority of a quorum of the Board.~~
- c. Regular Meetings: The Board of Directors shall meet at the times and places it shall select.
- d. Special Meetings: A special meeting of the Board of Directors may be called by or at the request of the President or Secretary.
- ~~e. Notices of any special meetings of the Board of Directors shall be given at least six days prior thereto by written notice delivered personally or sent by mail or electronic mail to each Director. Any Director may waive notice of any meeting.~~
- f. Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting.
- g. Annual Budget Procedure: Annually, the Board of Directors must prepare and propose a budget for the next fiscal year to comply with Colorado statute CRS 38-33.3 -303(4)(I) and shall consist of the following steps:

1. Prior to the October Board meeting, an agenda shall be posted, including under New Business, the discussion of the budget to be prepared and proposed for adoption at the December Board meeting. During the October meeting, the Board shall present a proposed budget for discussion and presentation to the members.
2. Prior to the December Board meeting, an agenda shall be posted, including under Old Business, the presentation of the proposed budget to be reviewed and adopted by the Board.
3. The proposed budget shall be posted in the fall edition of the Association's newsletter along with notification that the proposed budget will be on the agenda of the December Board meeting for consideration by the Association members. In the absence of a veto, by a majority of the Association members, the adopted budget shall become official. In the event that there is a veto by a majority of the Association members, the previous year's budget will control expenditures, until the Board of Directors can prepare and adopt a new budget that is not vetoed.

~~h. Actions Outside of Board Meetings: Notice of the action to be taken must be transmitted in writing to each director on the board. In this day in age, many of us make the assumption this means the notice may be sent via email. That mode of communication works if all directors are set up to receive email. If this isn't the case, the remaining directors must receive the written notice in some other way. This may require faxing, hand delivering, or mailing the written notice to those individuals.~~

~~1. The written notice of the action to be taken must contain the following information:~~

- ~~■ The action to be taken;~~
- ~~■ The date and time by which a director must respond to the written notice;~~
- ~~■ That failure by a director to respond, by the time stated in the notice, will have the same effect as abstaining in writing or failing to demand in writing that the action be taken at a meeting.~~

~~2. By the time stated in the written notice, each Director may:~~

- ~~■ Vote in writing for the action;~~
- ~~■ Vote in writing against the action;~~
- ~~■ Fail to respond or vote; or~~
- ~~■ Demand in writing that the action be taken at a meeting. If a director makes this demand in a timely manner, the action without a meeting is no longer a valid course of action and the board must take action on the matter at an actual meeting.~~

~~3. Once the time has elapsed in the written notice and assuming no written demand from a director is received requiring that the action be taken at a meeting the action of the board is deemed effective if the number of affirmative votes required in the bylaws for the board to act at a meeting are received.~~

The tenets of good governance and transparency dictate that boards should utilize action without meeting in a judicious manner. Any action taken will be placed on the agenda to be ratified at the next meeting of the board.

### 3. Election Procedures (for Board of Directors)

#### a. Mailing and Receiving of Ballots

- i. Ballot cards will be included and mailed to the property owners in the summer newsletter.
- ii. Cards that are mailed back to RORA will be placed in a locked container to be opened after the mail delivery of the day prior to the annual meeting (normally the second Saturday of August), and prior to the official counting of the ballots. Mail in ballots will be verified and counted by the RORA Secretary and the designated counting team prior to the close of balloting at the annual meeting. Mail in ballots received after the mail delivery of the day prior to the annual meeting will not be counted.

#### b. Qualifications for Accepting a Vote

- i. Ballot cards must include the property owner's name and lot number(s).
- ii. One vote per lot per ballot question. Example: if an individual owns three lots they will be eligible for three votes.
- iii. Property owners must be included on the RORA membership list. If property is in a corporation name, or a trust name, only one individual may be identified as a representative and cast ballots.

- iv. If there is a discrepancy concerning the ownership of a lot, or if the property was purchased and the owner is not on the RORA membership list, the vote can be counted if a copy of a recorded deed is provided showing the Grantee (owner) is holder of said property.
- v. All Association dues must be up to date.
- vi. Ballots may be cast at the annual meeting. The President of the Board of Directors will announce the time that balloting will be closed after the candidates have finished making their presentations.
- vii. At that time, the ballot box will be taken to the office, opened, and the ballots will be verified, counted and the counts will be combined with the counts from the mail in ballots by the RORA Secretary and the designated counting team.

The results will be announced at the annual meeting and posted on the bulletin Board as soon as the counting is finished.

## **Handling Board Member Conflicts of Interest**

This section addresses conflicts of interest when a Board member would benefit financially from any contract, decision, or other action taken by the Board.

1. If any contract, decision, or other action taken by or on behalf of the Board of Directors or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board or a parent or a spouse of any of those persons, that member of the Board shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting, prior to any discussion or action on that issue. After making such declaration, the member may participate in the discussion but shall not vote on that issue.
2. Any contract entered into in violation of this section is void and unenforceable, unless one or more of the following conditions are met:
  - a. Disclosures are made to the Board and the Board authorizes, approves, or ratifies the conflicting interest transaction; or
  - b. Disclosures are made to the owners and the owners approve the conflicting interest transaction; or
  - c. The conflicting interest transaction is fair to the Association.

This section shall not be construed to invalidate any provision of the Declaration, Bylaws, or other documents that more strictly defines conflicts of interest or contains further limits on the participation of executive Board members who may have conflicts of interest.

## **Examination, Inspection, and Copying of Association Records, Policies, and Procedures**

1. The Association shall provide to all lot owners, at least once per year, a written notice stating the name of the Association; the name of the Association's designated agent or Management Company, if any; and a valid physical address and telephone number for both the Association and the designated agent or Management Company, if any. The notice shall also include the name of the common interest community, the initial date of recording of the Declaration, and the reception number or book and page for the main document that constitutes the Declaration. If the Association's address, designated agent, or Management Company changes, the Association shall provide all lot owners with an amended notice within ninety (90) days after the change.
2. Within ninety (90) days after the end of each fiscal year, the Association shall make the following information available to lot owners upon reasonable notice:
  - a. The date on which its fiscal year commences.
  - b. Its operating budget for the current fiscal year.
  - c. The Association's current assessments, including both regular dues and special assessments.
  - d. Its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure.
  - e. The results of any financial audit or review for the fiscal year immediately preceding the current annual disclosure;
  - f. A list of all Association insurance policies, including, but not limited to, property, general liability, Association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insured, and expiration dates of the policies listed.



- g. All the Association's bylaws, articles, and rules and regulations.
  - h. The minutes of the Executive Board and member meetings for the fiscal year immediately preceding the current annual disclosure; and
  - i. The Association's responsible governance policies
3. It is the intent of this section to allow the widest possible latitude in methods and means of disclosure, while making the information readily available at no cost to lot owners at their convenience. Disclosure shall be accomplished by one of the following means: posting on an internet Web page with accompanying notice of the Web address via first-class mail or e-mail. the maintenance of a literature table or binder at the Association's principal place of business; or mail or personal delivery. The cost of such distribution shall be accounted for as a common expense liability.
4. Membership lists may not be obtained for reasons unrelated to the owner's interest as an owner without the consent of the Board of Directors.

At the request of the seller, the Association must provide Association documents to the seller.

## **Reserve Fund and Investment Policy**

The Ranch of the Rockies Association must keep certain amounts in reserve for various purposes such as: planned improvements, reservoir repairs, equipment repair/replacement and other such uses. Some of the amounts required may be substantial. The Board of Directors is charged with the fiscal responsibility for insuring that these funds are available when they are needed. Therefore they must, from time to time, assess what savings options are available. The Board members are bound by the standard of conduct set out in section 7-128-401 of the Revised Nonprofit Act. These funds must be placed in savings instruments and/or checking accounts that are insured by the FDIC. The type of accounts that should be considered includes:

- Checking Accounts (operating capital)
- Certificates of Deposit
- Money Market Accounts
- Regular Savings Accounts

The Board of Directors must review the Treasurer's report at each regular Board meeting and determine the balances in each account. When amounts in checking accounts exceed the amounts required for regular operations, the Treasurer should be instructed to determine where the most favorable rate can be obtained. This information should be presented to the Board and the monies in excess of the operating needs should be transferred, with Board approval. In no case should Association funds be used for personal loans, speculative investments or in other ways that might put them at risk.

The Treasurer shall have the authority to open accounts, or to transfer funds between Association accounts of various types. It requires the signature of one Board member to withdraw amounts up to \$1,699, two Board members to withdraw amounts from \$1,700 to \$2,999 and three Board members to withdraw amounts of \$3,000 or more. The Treasurer shall be responsible for arranging the signing of necessary signature cards as soon as practical after opening an account.

A safe deposit box shall be rented by the Association for the storage of Certificates of Deposits, deeds and similar documents. There must be two keys kept in a secure place at the office. Two Board members must have access to the safety deposit box.

## **Reimbursement Policy**

Persons making purchases or traveling for the benefit of the Ranch are entitled to reimbursement of their expenses. The Ranch of the Rockies Association shall keep certain amounts of cash (not to exceed \$300) in a petty cash lockbox for reimbursement of small expenditures (i.e. postage, office supplies, etc.). To be reimbursed from petty cash, the person requesting the reimbursement must provide a receipt to the Ranch Manager.

Whenever possible, persons making purchases on behalf of the Association should arrange with the bookkeeper in advance so that a check can be prepared for presentation to the vendor/provider of goods or services. This practice will minimize the bookwork involved in a transaction.

For larger sums, the requestor should present the receipt to the bookkeeper along with evidence of how the money was spent (i.e. Ranch Manager's signature evidencing receipt of goods). To be reimbursed, the person must fill out a reimbursement request form which may be obtained from the bookkeeper. In addition, if the reimbursement is for the Purchase of Goods or Materials, the

purchaser should have the Ranch Manager or other person receiving the goods or materials, initial the evidence of payment to acknowledge the receipt of the material.

When the reimbursement is for the use of the individual's vehicle, the requestor shall be reimbursed at the then current allowable rate, set by the IRS, for business mileage.

The Reimbursement Form must be signed by one Board member other than the requestor.

## **Prohibitions Contrary to Public Policy**

The Ranch of the Rockies Association, in an effort to comply with Colorado Revised Statutes, takes the following position in regard to patriotic and political expression, emergency vehicles, and fire prevention issues.

The Association shall not prohibit any of the following:

1. The display of the American flag by a lot owner (or occupant) on that lot owner's property, in a window of the lot owner's residence, or on a balcony adjoining the lot owner's property if the American flag is displayed in a manner consistent with the Federal Flag Code, p. l. 94-344; 90 stat. 810; 4 u.s.c. 4 to 10. The Association may adopt reasonable rules regarding the placement and manner of display of the American flag. The Association rules may regulate the location and size of flags and flagpoles, but shall not prohibit the installation of a flag or flagpole.
2. The display by a lot owner (or occupant) of a service flag bearing a star denoting the service of the lot owner or a member of the lot owner's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the lot owner's residence. The Association may adopt reasonable rules regarding the size and manner of display of service flags; except that the maximum dimensions allowed shall be not less than nine inches by sixteen inches.
3. The display of a political sign:
  - a. By a lot owner (or occupant) on that lot owner's property or in a window of the lot owner's residence; except that an Association may prohibit the display of political signs earlier than forty-five days before the day of an election and later than seven days after an election day. An Association may regulate the size and number of political signs that may be placed on a lot owner's property if the Association's regulation is no more restrictive than any applicable city, town, or county ordinance that regulates the size and number of political signs on residential property. If the city, town, or county in which the property is located does not regulate the size and number of political signs on residential property, the Association shall permit at least one political sign per political office or ballot issue that is contested in a pending election, with the maximum dimensions of thirty-six inches by forty-eight inches, on a lot owner's property.
  - b. As used in this paragraph (3), "political sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.
4. The parking of a motor vehicle by a lot owner (or occupant) on a street, driveway, or guest parking area in the common interest community if the vehicle is required to be available at designated periods at the lot owner's residence as a condition of the lot owner's employment and all of the following criteria are met:
  - a. Deleted
  - b. The lot owner (or occupant) is a bona fide member of a volunteer fire department or is employed by an emergency service provider, as defined in section 29-11-101 (1.6), c.r.s.;
  - c. The vehicle bears an official emblem or other visible designation of the emergency service provider;
  - d. Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other lot owners to use streets and driveways within the common interest community.
5. The removal by a lot owner (or occupant) of trees, shrubs, or other vegetation to create defensible space around a dwelling for fire mitigation purposes, so long as such removal complies with a written defensible space plan created for the property by the Colorado State Forest Service, an individual or company certified by a local governmental entity to create such a plan, or the fire chief, fire marshal, or fire protection district within whose jurisdiction the lot is located, and is no more extensive than necessary to comply with such plan. The plan shall be registered with the Association before the commencement of work. The Association may require changes to the plan if the Association obtains the consent of the person, official, or agency that originally created the plan. The work shall comply with applicable Association standards regarding slash removal, stump height, re vegetation, and contractor regulations.
6. The replacement by a lot owner (or occupant) of cedar shakes or other flammable roofing materials with nonflammable roofing materials for fire prevention or fire suppression purposes.

The Declaration or Bylaws may specify reasonable standards for the color, appearance, and general type of nonflammable roofing materials that are used to replace flammable roofing materials but may not require the use of nonflammable materials that exceed the replacement cost of the flammable materials for which they are being substituted.

## **Vehicle Towing Policy**

Vehicles owned by the Ranch of the Rockies Association cannot be used to pull vehicles out of ditches or for any other towing purposes, due to the following reasons:

1. The Ranch will not assume liability for possible injuries and/or damage incurred.
2. The Ranch is not a legally licensed towing company.

However, the Ranch Manager (RM) is available for assistance in calling a tow truck or in any other helpful ways to assist those in need with regard to towing issues.

## **Trash Compactor Policy**

All trash must be household trash. Restrictions are posted at the compactor site. The Association issues trash compactor access cards to Members in good standing. Recycling trailers are usually available for items such as corrugated cardboard, aluminum, and certain plastics.

## **Water Augmentation Plan**

The Ranch of the Rockies Association has an obligation to administer the Water Augmentation Plan as adjudicated in Colorado State Water Court. We are required to maintain the Buffalo Creek Reservoir, however, no one on the Ranch of the Rockies is allowed to dam, divert or collect surface water. As per state regulations within limits, rainwater is allowed to be collected from roof structures. This means that there is no reason for the Association to make a rule regarding this matter.

## **Common Areas**

The Ranch includes several common areas, such as the pavilion area, three large pastures, several out lots and two park sites. These areas are for the use and enjoyment of all the property owners. However, since it is the responsibility of the Board of Directors to care for and maintain these areas, anyone wishing to use these areas should check at the Ranch office to determine what rules may apply. This is especially true in the case of persons wanting to camp or picnic in the pavilion area. The pavilion area may be reserved for special occasions (i.e. family picnics etc.) on a first come first serve basis by contacting the Ranch Manager.

## **Rules and Regulations**

### **Introduction**

All owners of property in the Ranch of the Rockies (aka, Western Union Ranch) subdivision must follow the provisions of Colorado Revised Statutes, Park County Ordinances and Park County Land Use Regulations (LURs) that apply to lots in our subdivision. These are rules that we must all follow regardless of the Ranch of the Rockies Association (RORA) preferences. The Board of Directors of RORA has been assured by the current Board of County Commissioners that, contrary to what may have been policy in times past; they intend to take their responsibility for enforcing the LURs very seriously.

Park County dictates that all Lots and Common Elements in RORA are zoned R (Residential). For a detailed description of what is allowed/prohibited in areas zoned R, please contact Park County. Prior to any excavation or construction for a driveway, septic system, dwelling or accessory structure, the applicable permits must be obtained from the appropriate County Agency or Department.

All easements as shown on recorded Plats in Park County must be respected and Rights of way must be kept open and readily accessible for use, service, and maintenance.

The Association has no authority to authorize anything that the LURs, ordinances or Colorado laws, prohibit.

## **Rules Enforcement Committee**

A committee, of three to five members in good standing, will be appointed by motion of the Board of Directors to assist in the administration and enforcement of the rules contained in the Policies and Procedures document. These members should not be members of the Board and should be appointed for terms of three years, with one to two positions being replaced each year (exception for initial committee when there will be a one year, a two year and a three year appointment). In the event that a committee member must be replaced, the Board may appoint a replacement to serve the remainder of that person's term. This committee will report any activity monthly at the regular monthly Board meeting. This may be an oral or written report submitted by a committee member.

## Architectural Review Committee

A committee, of three to five members in good standing, will be appointed by motion of the Board of Directors to review and approve plans for proposed construction on member's property. These members should not be members of the Board and should be appointed for terms of two to three years; with one to two positions being replaced each year (exception for initial committee when there will be a one year, and a two year and a three year appointment). In the event that a committee member must be replaced, the Board may appoint a replacement to serve the remainder of that person's term. This committee will report any activity monthly at the regular monthly Board meeting. This may be an oral or written report submitted by a committee member.

## Water Committee

A committee, of three to five members in good standing, will be appointed by motion of the Board of Directors to monitor the Buffalo Creek Reservoir, maintain communication with the water engineer, the state water board and local agencies, and advise the Board on the operation and maintenance of the reservoir. These members should be appointed for terms of three years; with one to two positions being replaced each year (exception for initial committee when there will be a one year, a two year, and a three year appointment). In the event that a committee member must be replaced, the Board may appoint a replacement to serve the remainder of that person's term. This committee will report any activity monthly at the regular Board meeting. This may be an oral or a written report submitted by a committee member.

## Enforcement Policy and Procedures

### The following strikethrough section herein has been replaced in its entirety by HB 22-2237

#### 1. ~~Reporting Violations~~

~~Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the RORA Manager, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.~~

#### 2. ~~Complaints~~

~~(a) Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement~~

~~describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.~~

~~(b) Complaints by any member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by a Board Member or Manager.~~

#### 3. ~~Investigation~~

~~Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter. Currently, the Board has appointed a Rules Enforcement Committee (REC) for this purpose. After the initial investigation is complete, the REC will report to the Board whether or not a violation is found to exist.~~

#### 4. ~~Initial Warning Letter~~

~~If a violation is found to exist, an initial warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have 30 days from the date of the letter to come into compliance. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 13 of this policy. In such event, the procedure outlined in paragraph 13 shall be followed.~~

#### 5. ~~Continued Violation After Initial Warning Letter~~

If the alleged Violator does not come into compliance within 30 days of the initial warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second and subsequent letter(s) shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter(s) shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within 10 days of the date on the violation letter. The foregoing procedure will not be used, however, in the event the violation is determined by the Board to be a Repetitious Violation as defined in paragraph 13 of this policy. In such event, the procedure outlined in paragraph 13 shall be followed.

6. ~~Notice of Hearing~~

~~If a hearing is requested by the alleged Violator, the Board, committee, or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least 15 days prior to the hearing date.~~

7. ~~Impartial Decision Maker~~

~~Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined under Colorado law as "a person or group of persons who have the authority to make a decision regarding the enforcement of the association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association." Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.~~

~~Hearing~~

~~At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator are required to be in attendance at the hearing. The Impartial Decision Maker shall base its~~

~~decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Owners. After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed 30 days, render its written findings and decision, and impose a fine, if applicable. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.~~

8. ~~Failure to Timely Request Hearing~~

~~If the alleged Violator fails to request a hearing within 10 days of any letter, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.~~

9. ~~Notification of Decision~~

~~The decision of the Impartial Decision Maker shall be in writing and provided to the Violator and Complainant within 30 days of the hearing, or if no hearing is requested, within 30 days of the final decision.~~~~Appeals~~

~~The Violator may file a written appeal to the Board of Directors of any adverse decision of the hearing committee or individual within 10 days of the decision.~~

10. ~~Fine Schedule~~ The following fine schedule has been adopted for all recurring covenant violations: First violation ~~Warning letter~~

~~Second and subsequent violations (Of same covenant or rule) \$100.00~~

~~Any Lot Owner committing 4 or more violations in a 12 month period (whether such violations are of the same covenant or rule or different covenants or rules) may be immediately turned over to the Association's attorney for appropriate legal action.~~

11. ~~Repetitious Violations~~

~~Repetitious Violations are defined as a series of identical or substantially similar individual violations that occur repeatedly or continuously within a period of time to be determined in the discretion of the Board, with each individual violation separated by a period of no less than 1 day, nor more than 90 days, the result of which is a pattern of violations of the same covenant restriction. In the event of such Repetitious Violation, in the discretion of the Board, each instance of noncompliance may constitute a separate violation, and the Board shall not be required to provide a period of 15 days from each violation for the alleged Violator to come into compliance. A warning letter shall be sent for the first violation in the series. After the warning letter, the Board may cause violation notices to be sent for each violation in the series stating the amount of the fine to be imposed (pursuant to the Fine Schedule in paragraph 12), and giving notice and an opportunity for a hearing. The Board shall individually consider each violation for which a hearing is requested, but is permitted to combine any and all hearings requested for Repetitious Violations on one date.~~

~~As an example of a Repetitious Violation, but not limited to;~~

~~Failure to remove camping units from a vacant lot by November 1<sup>st</sup>.~~

~~In this example, the Owner will receive a warning letter on the first instance of the violation. If the violation is not corrected within 30 days from the date of the first violation notice a second notice letter will be sent and a fine of \$100 will be assessed. An additional notice letter and an additional \$100 fine will be assessed every additional 30 days that the violation has not been corrected. From April 1 to November 1 no~~

additional notices or fines will be assessed. If the violation continues the following November, an additional warning letter will be sent with no additional fine and if not corrected within 30 days additional notice letters and an additional \$100 fine will be assessed every 30 days and continue until the violation has been corrected.

12. ~~Waiver of Fines~~

~~The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.~~

13. ~~Other Enforcement Means~~

~~This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.~~

14. ~~Definitions~~

~~Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.~~

15. ~~Supplement to Law~~

~~The provisions of this Resolution 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 Project.~~

16. ~~Deviations~~

~~The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.~~

17. ~~Amendment~~

~~This policy may be amended from time to time by the Board of Directors.~~

**❖ The following policy was adopted by the Board of Directors**

**POLICY OF RANCH OF THE ROCKIES ASSOCIATION REGARDING POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT**

**SUBJECT:** Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.

**PURPOSE:** To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.

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

**EFFECTIVE**

**DATE:** August 9, 2022

**RESOLUTION:** The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:

1. Reporting Violations. Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the

Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.

2. Complaints. Complaints by Owners or residents, member of the Board of Directors, a committee member, or the manager shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.
3. Investigation. Upon receipt of a complaint by the Association, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.
4. Violation Which Threatens Public Safety or Health. With respect to any violation of the Declaration, Bylaws, Covenants, or other Governing Documents of an Association that the Board of Directors reasonably determines threatens the public safety or health, the Association shall provide the Unit Owner an initial letter (see Paragraph 7 below) of the violation informing the Unit Owner that the Unit Owner has seventy-two (72) hours to cure the violation or the Association may fine the Unit Owner.
  - a. If, after an inspection of the Unit, the Association determines that the Unit Owner has not cured the violation within seventy-two (72) hours after receiving the notice, the Association may impose fines on the Unit Owner every other day, not to exceed five hundred dollars (\$500.00), and may take legal action against the Unit Owner for the violation.
  - b. Violation Cured by Unit Owner. Once the Association determines that a Unit Owner has cured a violation, the Association shall notify the Unit Owner, in English and in any other language that the Unit Owner has indicated a preference for correspondence and notices pursuant to C.R.S. 38-33.3-209.5 (1.7)(a)(I).

- i. That the Unit Owner will not be further fined with regard to the violation; and
- ii. Of any outstanding fine balance that the Unit Owner still owes the Association

5. Violation Which Does Not Threaten Public Safety or Health. If an Association reasonably determines that there is a violation of the Declaration, Bylaws, Covenants, or other Governing Documents of the Association, other than a violation that threatens the public safety or health, the Association shall, provide a warning letter (see Paragraph 6) regarding the violation to the Owner and providing up to ten (10) days to cure the violation. Upon expiration of the initial cure period, if the violation continues to exist, the Association shall provide an initial letter (see Paragraph 7 below) regarding the violation and informing the Unit Owner that the Unit Owner has thirty (30) days to cure the violation. Upon expiration of the initial thirty (30) days, the Association, after conducting an inspection and determining that the Unit Owner has not cured the violation, may fine the Unit Owner

a. Process to Cure Violation. If a Unit Owner cures the violation within the cure period afforded the Unit Owner, the Unit Owner may notify the Association of the cure and, the Unit Owner sends notice to the Association with visual evidence that the violation has been cured, the violation is deemed cured on the date that the Unit Owner sends the notice. If the Unit Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.

b. Violation Cured by Unit Owner. Once the Association determines that a Unit Owner has cured a violation, the Association shall notify the Unit Owner, in English and in any other language that the Unit Owner has indicated a preference for:

- i. That the Unit Owner will not be further fined with regard to the violation; and
- ii. Of any outstanding fine balance that the Unit Owner still owes the Association

c. Failure to Cure Violation by Unit Owner. If the Association does not receive notice from the Unit Owner that the violation has been cured, the Association shall inspect the unit within



seven (7) days after the expiration of the initial thirty (30) day cure period to determine if the violation has been cured. If, after the inspection, the Association determines that the violation has not been cured, the Association may impose a fine, not to exceed five hundred dollars (\$500.00) per violation, pursuant to Paragraph 9 below. A second letter pursuant to Paragraph 8 shall provide an additional thirty (30) day period to cure

- d. The Association may take legal action pursuant to this section if the two (2) thirty (30) day periods described above have elapsed and the violation remains uncured.

6. Warning Letter. If a violation is found to exist, a warning letter shall be sent to the Unit Owner. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Unit Owner has indicated a preference for correspondence.
7. Initial Letter. If the violation has not been cured following the warning letter, an initial letter shall be sent to the Unit Owner. The letter must be sent via certified mail, return receipt requested if not a public safety or health threat. The letter must explain the nature of the violation, and the action or actions required to cure the alleged violation. The written notice shall be in English and in any language that the Unit Owner has indicated a preference for correspondence. The letter shall provide a Fine Notice as set forth in Paragraph 9.
8. Second Letter. If the alleged violation is not resolved within thirty (30) days of the initial letter, this will be considered a second violation for which a fine or legal action may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the Unit Owner, and shall include a Fine Notice as set forth in Paragraph 9.
9. Fine Notice. The letter(s) shall further state that the Unit Owner is entitled to a hearing on the merits of the matter in front of an impartial decision maker provided that such hearing is requested in writing within ten (10) days of the date on the initial or second letter pursuant to Paragraph 7 and Paragraph 8. On a violation that is a Safety/Health violation since the letter only provides seventy-two (72) hours to cure, any request for a hearing will be after that period runs but the hearing has to be prior to any fines being applied.
10. Notice of Hearing. If a hearing is requested by the Unit Owner, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of the hearing to all parties involved at least fifteen (15) days prior to the hearing date.
11. Impartial Decision Maker. Pursuant to Colorado law, the alleged Violator has the

right to be heard before an “Impartial Decision Maker.” An Impartial Decision Maker is defined under Colorado law as “a person or group of persons who have the authority to make a decision regarding the enforcement of the Association's covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the Association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association.” Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

12. Hearing. At the beginning of each hearing, the presiding officer, shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Neither the Complainant nor the Unit Owner or alleged Violator are required to attend the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Hearings will be held in executive session pursuant to C.R.S. 38-33.3-308(4)(e). The Impartial Decision Maker shall, within a reasonable time, not to exceed fifteen (15) days, render its written findings and decision, and impose a fine, if applicable.
13. Failure to Timely Request Hearing. If the Unit Owner fails to request a hearing pursuant to Paragraph 9, or fails to appear at any hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the Unit Owner may be assessed a fine pursuant to these policies and procedures.
14. Notification of Decision. The decision of the Impartial Decision Maker shall be inwriting and provided to the Unit Owner within fifteen (15) days of the hearing, or if no hearing is requested, within fifteen (15) days of the final decision.
15. Fine Schedule for Violations that do Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do threaten public safety or health:

## First Notice Initial Letter

After a Unit Owner has failed to cure a violation which threatens public safety or health within seventy-two (72) hours of being provided written notice of such violation, the Association may fine the Unit Owner fifty dollars (\$50.00) every other day until the violation is cured and may turn over to an attorney to file suit. Any fine notice shall notify the Unit Owner that failure to cure may result in a fine every other day and only one hearing shall be held.

16. Fine Schedule for Violations that do not Threaten Public Safety or Health. The following fine schedule has been adopted for all covenant violations that do not threaten public safety or health. The total amount of fines imposed per violation may not exceed five hundred dollars (\$500.00):

First notice of violation----Warning letter Up to ten (10) days to comply  
Action: No fine

Second notice of violation-----Initial Letter ( ¶ 7 above) (of same covenant or rule)  
Action: **\$250.00**  
Time Frame--Thirty (30) days to comply

Third notice of violation----Second Letter ( ¶ 8 above) (of same covenant or rule)  
Action: **\$250.00** Additional thirty (30) days to comply

***The Association may turn over any violation to the Association's attorney to take appropriate legal action once the two (2) thirty (30) day periods described above have expired.***

17. Waiver of Fines. Staying in compliance with the Articles, Declaration, Bylaws or Rules, the Board Shall not waive any portion, of the fines.
18. Other Enforcement Means. This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means
19. Definitions. Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

20. 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.
21. Amendment. This Policy may be amended from time to time by the Board of Directors

**END of- POLICY OF RANCH OF THE ROCKIES ASSOCIATION REGARDING  
POLICIES AND PROCEDURES FOR COVENANT AND RULE ENFORCEMENT**

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## **Rules Specific to Ranch of the Rockies**

Below are rules adopted by Ranch of the Rockies Association that are in addition to the county LURs and are required to be followed by all land owners of RORA.

### **Campers and Camping**

The Ranch of the Rockies is a residential community. The Lots are not intended as permanent campsites. The Ranch of the Rockies recognizes that property owners may desire to use their Lots for camping. Because this use is not normally part of a residential community, but because many people purchased their Lot with the understanding that they would be allowed to camp on their property, the following provisions will be made part of the policies of Ranch of the Rockies.

1. Unimproved Lots (Lot without a permanent residence, which has a Certificate of Occupancy issued by Park County)
  - a. No tent, trailer, recreational vehicle, or other camping unit may be set upon a foundation or permanently affixed to the ground on any Lot.
  - b. Camping units are not allowed to remain indefinitely on unimproved Lots within the development. Camping units may be left on unimproved Lots from April 1 to November 1
  - c. After November 1, the camping unit must be removed. The Camping units may be stored, by Members in good standing of the Ranch of the Rockies Association, in the R.V. Storage Area located in Filing 1, provided space is available and the member has signed a storage agreement (at a nominal fee of \$10 per month per RV/vehicle/Item) with the Ranch of the Rockies Association.
  - d. Proper sanitation practices are required while the unit is in use. An R.V. dump station is provided at the Pavilion area during the summer season.
  - e. A provisional Winter Camping Permit must be obtained from the Ranch Manager for camping (not to exceed 2 consecutive weeks) outside the above 7-month window.
2. Improved Lots (Lot with a permanent residence, which has a Certificate of Occupancy issued by Park County)
  - a. Permanent residents with improved Lots may store their camping unit on their Lot. The camping unit must be in good repair and appearance.
  - b. Proper sanitation practices are required if the unit is occupied while parked on the improved lot. After November 1, a provisional Winter Camping Permit must be obtained from the Ranch Manager for occupancy (not to exceed 2 consecutive weeks) outside the 7-month window from April 1 to November 1.
  - c. After November 1, a provisional Winter Camping Permit must be obtained from the Ranch Manager for occupancy (not to exceed 2 consecutive weeks) outside the 7-month window from April 1 to November 1.
  - d. An R.V. dump station is provided at the Pavilion area during the summer season.

For the purpose of these rules and regulations, there will be no grandfathering of camping units being stored on lots without a primary residence prior to the acceptance date of these amendments.

## **Real Estate Signs**

Any sign designed to advertise any property for sale or auction, shall be subject to the following rules:

1. The informational area of a sign may not be more than four (4) square feet in area on one side.
2. The sign must list a contact telephone number.
3. Signs posted by realty companies must have a valid, active listing at the time the sign is posted. The sign must be removed within thirty (30) days of the expiration of the listing, date of the auction or the closing date of the sale of the property.
4. Signs posted by owners may not be more than four (4) square feet in area on one side, and must be removed within thirty (30) days of the closing date of the sale of the property.
5. Signs will only be allowed upon the property being sold. No directional signs indicating the location of property for sale shall be permitted at any intersection of roads or entrances to Ranch of the Rockies.
6. All signs must be posted within the lot boundaries.

Any signs found to be in violation of these rules shall be confiscated by RORA. An attempt will be made to telephone the contact number to advise the party of the violation. Thirty (30) days thereafter, if arrangements have not been made to correct the problem, the sign(s) will be disposed of by RORA.

## **Building Type and Use**

1. All Lots in the development and Common Elements are zoned R (Residential) by the applicable Park County Land Use Regulations.
2. Prior to any excavation or construction for a driveway, septic system, dwelling or accessory structure, the applicable permits must be obtained from the appropriate State or County Agency or Department<sup>1</sup>.
3. Architectural Control: Building plans and specifications are to be submitted to the Ranch of the Rockies Architectural Review Committee for approval before commencing construction. The committee will approve or disapprove the plans and specifications within fifteen (15) days<sup>2</sup>.
4. Building Appearance: In order not to impair the appearance of the development, the exterior of each Dwelling or Accessory Structure located on any Lot must be maintained in good repair and condition. Color schemes must be compatible with the natural environment and surroundings at the discretion of the Ranch of the Rockies Architectural Review Committee.
5. Any modifications to any existing structure (including color) must be submitted to the Ranch of the Rockies Architectural Review Committee for approval.
6. The ground floor area of the main structure of any Dwelling, exclusive of open porches, garages, and basements will not be less than 600 square feet.
7. Required to have engineered septic system including holding tank, and leach field as required by Park County for a full time resident.

## **Lot Appearance and Use**

1. There will be no removal of living trees from any Lot except those trees that must be removed in connection with construction on the property, clearing of trees to comply with an accepted fire mitigation plan, or pest/disease mitigation forest service plan.
2. No unlicensed or inoperative vehicle or trailer is to be stored on any Lot, which would be a nuisance to neighboring properties.

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<sup>1</sup> Plumbing and electrical permits are issued and inspected by the State of Colorado. All other permits are issued and inspected by Park County.

<sup>2</sup> The Association has no authority to authorize anything that the Park County LURs, ordinances, or Colorado law prohibits.

3. All lots, regardless whether vacant (unimproved) or improved, shall not be allowed to accumulate excessive trash, garbage, junk, abandoned cars or vehicles, or any other unsightly items deemed to represent a health hazard or would be a nuisance or detriment to the subdivision as a whole or neighboring properties, in accordance with Park County Ordinance #6 dated 3/28/91.

## Hunting and Firearms

No hunting is allowed within the subdivision. No discharge of firearms is allowed within the subdivision, except as may be necessary for self-defense as allowed under Colorado Revised Statutes, Title 18 Criminal Code.

## Outdoor Lighting

The purpose of this regulation is to:

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving ambiance of the night;
- Curtail and reverse any degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
- Conserve energy and resources to the greatest extent possible;
- Help protect the natural environment from the damaging effects of night lighting.

All outdoor lighting fixtures (luminaries), including IREA fixtures, shall be installed in conformance with this Regulation and with the provisions of the Building Code, the Electrical Code, and the Sign Code, as applicable and under permit and inspection, if such is required. **Comment: Practical Considerations**

1. The idea that more light always results in better safety and security is a myth. One needs only the right amount of light, the right place, at the right time. More light often means wasted light and energy.
2. Use the lowest wattage of lamp that is feasible. The maximum wattage for most residential applications should be 100 but less is usually sufficient. For cost saving purposes, consider compact fluorescent lamps rather than incandescent, as they use much less energy and have a much longer lifetime.
3. Whenever possible, turn off the lights or use motion sensor controlled lighting.

## Maximum Lamp Wattage and Required Luminaire or Lamp Shielding

1. All outdoor lighting installations shall be designed and installed to be fully shielded (full cutoff), except as in exceptions below.
2. Shall have maximum lamp wattage of 100 watts incandescent, and 26 watts compact fluorescent for residential outdoor lighting.
3. In residential areas, light should be shielded such that the lamp itself or the lamp image is not directly visible outside the property perimeter and be installed and maintained such that the shielding is effective.
4. Lighting attached to single-family home structures should not exceed the height of the eave.
5. Outdoor lighting (flood or spot lights and porch lights) must be installed at a 45-degree downward aim. A 45-degree downward aim will ameliorate the glare from such lights, and it is simple to apply and verify as it is half-way between straight down and straight to the side.

## Lighting that is exempt from these regulations

1. Lighting in swimming pools and other water features governed by Article 680 of the National Electrical Code.
2. Holiday and temporary lighting (less than sixty days use in any one year).
3. Low voltage landscape lighting, but such lighting should be shielded in such a way as to eliminate glare and light trespass.

## Lighting Definitions

Glare: Intense and blinding light-- causes visual discomfort or disability.

Landscape Lighting: Luminaries mounted in or at grade (but not more than 3 feet above grade) and used solely for landscape rather than any area lighting.

Obtrusive Light: Spill light that causes glare, annoyance, discomfort, or loss of visual ability. Light Pollution.

Luminaire (light fixture): A complete lighting unit consisting of one or more electric lamps, the lamp holder, any reflector or lens, ballast (if any), and any other components and accessories.

Fully Shielded (full cutoff) Luminaire: A luminaire emitting no light above the horizontal plane.

Spill Light: Light from a lighting installation that falls outside of the boundaries of the property on which it is located. Usually results in obtrusive light.

## **Procurement Policies**

### **Guidelines**

Since our Homeowner's Association is a public entity, the Board and the Ranch Manager have a responsibility to insure that the money we spend on behalf of the residents is spent wisely and that good value is received for those expenditures. These guidelines are an attempt to help this and future Boards make sure that the HOA gets its monies' worth when contracting with third parties for goods and services.

### **Materiality**

It is not practical, nor is it efficient to utilize a formal bid/quote process for small purchases. However, if the value of an item or service exceeds \$5000 it becomes not only practical, but also necessary to bid/quote to insure the integrity of the process and to be able to demonstrate to the homeowners the integrity of the system. The Board of Directors should review the threshold amount periodically, and adjust it if inflation or other current conditions warrant a change.

The RM working with the BoD shall be responsible for the preparation and distribution of all requests for price quotations. When the high dollar bid process is utilized, it shall be the responsibility of the RM to mail copies of the requests (Certified Return Receipt) to each qualified supplier, receive the unopened sealed bids, store such sealed bids until the formal bid opening, and insure that bid information is not shared with other bidders until the contract has been awarded.

### **Determining the Process**

- Requirement - The Board of Directors must approve any expenditure greater than \$100. Purchases of non-expendable goods (i.e. tools and equipment) should be recorded in the HOA books as assets and be added to the current tool inventory.
- Petty Cash – Receipts must be put in the box used for cash. The fund must be reconciled at least once a year, or when the cash is nearly exhausted. The accountant will do the reconciliation and replenish the cash when necessary.
- Checks written to pay for all expenses must be signed by Board member(s) as follows:
  - \$0 – 1,699 must be signed by one Board member
  - \$1,700 – 2,999 must be signed by two Board members
  - \$3000 and up must be signed by three Board members
- Expenditures that may reasonably be expected to exceed \$5000 must be executed by following the defined bid/quote procedure.

### **Vendor/Supplier Qualification**

There is some difference between purchasing items such as building materials or equipment, as opposed to procuring the services of a contractor to construct a building or repair a dam; therefore, different means should be used for determining qualified suppliers.

- Goods/Materials Vendors – It is difficult to imagine very many commodities for which it would not be possible to find three suppliers in the area. The RM should maintain a list of wholesale/retail suppliers and their competitiveness on prior purchases. If there are vendor personnel that have been helpful, that should be noted.
- Contractors – A list should be kept of contractors in the area that are licensed and insured. This list should be compiled based upon input from the appropriate state and county licensing agencies, as well as from, experiences that the Ranch has had with past dealings. Other factual information that the RM obtains and that might influence the BoD with the bid evaluation process should be included. This list could be a valuable tool to the BoD and RM if it is kept up to date.

## ***Request for Quote for Goods and Materials***

For material or goods, the RM must obtain a minimum of three (3) price quotations. Written price quotes are preferred; however, telephone quotes will be acceptable if they are well documented. The documentation must include:

1. Description – a detailed description of the goods being purchased, including make, model and warranty details where applicable.
2. Name of person requesting quote (normally the RM).
3. Name and location of vendor quoting the price.
4. Name of the individual providing the price and information.
5. Price, including taxes and delivery as applicable.

## ***Request for Quote for Contracted Services***

When it is anticipated that proposed contracts for services (including materials where applicable) will require expenditure of more than \$5000, a minimum of three (3) responses from approved contractors must be obtained. It may be necessary to send requests to several contractors to obtain the required three responses. On rare occasions, it may not be possible to obtain three responses due to some unique requirement or due to time frame constraints. In the event that less than three bids are received, the BoD will be required to examine the process and determine whether additional requests should be tendered to contractors, or whether it is in the best interests of the property owners to award the bid to a contractor with less than the required three bids. In such cases, a majority of the BoD must vote to approve the award.

## ***Elements of a Contract Proposal***

When requesting quotes from a contractor the following elements are necessary to insure a complete and fair bid is received:

1. Description of Work to be Performed – First and foremost, a complete description of all the work to be performed, including any special materials, permits that must be obtained, and/or regulations that may apply (i.e. USPS), and proof of general liability and workers comp. insurance. In the event that a contractor requests additional information and such is provided to a contractor, the same information should be documented to each of the other bidders.
2. Start Date – A requested start date should be included in each request. The date may be negotiable and/or part of the basis for awarding the contract.
3. Completion Date – The date that the project must be completed must be included in any request. The date may be negotiable and/or part of the basis for awarding the contract.
4. Bid Receipt Date – A deadline date for receiving bids must be given to each contractor from which a bid is requested. This date is not negotiable and should allow sufficient time to prepare a sound proposal. The sealed bids (all bids must be in a sealed envelope) may be mailed or delivered in person to the RM who must place them in a safe place, unopened until the bid opening. A postmark or signature of the RM or a Board member on a receipt is evidence of timely receipt of a bid. No bid should be opened prior to the bid opening date.
5. Bid Opening Date – This is the date that the BoD and the RM will open the sealed bids. It should precede the award date by enough time for the bids to be reviewed by the BoD and the RM, and in case there are questions or problems with any of the bids, time should be allowed to resolve these issues. This may vary considerably based upon the size and complexity of the project.
6. Bid Award Date – This will be the date that the bids are awarded. It is good business practice to notify the unsuccessful bidders as well as the successful bidders.
7. Payment Terms – Conditions must be included that spell out how payment will be made, and when payment will be made. These terms should be consistent with normal business practices for the services requested. There should be provisions to insure that the property owners receive full value for the monies expended.
8. Signature – The request should be signed and dated by the RM.

## ***Contract Award Process***

After the requests have been gathered, a committee of the RM (if not available a third Board member) and at least two (2) Board members must meet to open the bids. The bids should then be reviewed to determine if they are complete, and error free. If there appear to be any problems with a bid, the contractor may be contacted for clarification and/or correction of errors. In no case should the Board furnish information from one supplier's bid to any other supplier for the purpose of allowing the second supplier to alter



his bid. After the committee is satisfied that the bids are correct and meet the requirements for the project, and all non-price facts have been considered, the contract should be awarded to the best value bidder.

## Request for Price Quote for Goods or Materials

This information is requested to assist the Ranch of the Rockies Association in obtaining the best value for its members. For additional information, please contact the Ranch Manager \_\_\_\_\_ at telephone number (719)836-2079

Please furnish a price quote including taxes, shipping and warranty terms (if applicable) for the following: Detailed

description:

Make: \_\_\_\_\_

Model: \_\_\_\_\_ Color: \_\_\_\_\_

Other Items of Concern \_\_\_\_\_

(If more space is required, additional pages may be attached.) Date

& Time Quote Must Be Received: \_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_

Name of Firm Quoting Price: \_\_\_\_\_

Name of person providing information: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

Additional information (Optional) provided by vendor:

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RORA Ranch Manager: \_\_\_\_\_ Date: / /20\_\_\_\_

Telephone/Fax Number: (719)836-2079 Email address: [rorahoa@ghvalley.net](mailto:rorahoa@ghvalley.net)

## Request for Price Quote for Contracted Services Including Goods or Materials

This information is requested to assist the Ranch of the Rockies Association in obtaining the best value for its members.

For additional information, please contact the Ranch Manager, \_\_\_\_\_ at

telephone number (719)836-2079.

Please furnish a price quote including all labor, material, taxes, permits, general liability and workers comp. insurance, and other ancillary charges (if applicable) for the following:

Project Description - Including drawings, special conditions and/or specific materials that may be required:

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Payment Terms: \_\_\_\_\_

All bids should be presented to the RORA Ranch Manager in sealed envelopes or mailed to:

Ranch of the Rockies Association

Scaled Bid

492 Ranch Road

Hartsel, CO 80449-8502

Bids must be received or postmarked by midnight of the bid receipt date noted below.

Requested Bid Receipt Date: \_\_\_/\_\_\_/20\_\_\_

Bid Opening Date: \_\_\_/\_\_\_/20\_\_\_

Bid Award Date: \_\_\_/\_\_\_/20\_\_\_

Requested Project Start Date: \_\_\_/\_\_\_/20\_\_\_

Requested Project Completion Date: \_\_\_/\_\_\_/20\_\_\_

License, liability insurance and workers comp. insurance information should be attached. All proposals must contain the name of the firm/individual submitting the bid and be signed by a legal representative of the firm/individual. RORA Ranch Manager: \_\_\_\_\_ Date: \_\_\_/\_\_\_/20\_\_\_ Telephone/Fax Number: (719)836-2079 email: [rorahoa@ghvalley.net](mailto:rorahoa@ghvalley.net)

## Document History and Version Control Table

BOD Approval Date	Section, Page(s) and Text Revised
07/11/2015	Updated amounts for when checks require multiple signatures.
04/16/2016	<p>Enforcement policy and procedure section per resolution</p> <p>“Penalties” section removed- not applicable</p> <p>Reordered Rules Section to improve clarity.</p> <p>Removed quotes of County LUR ordinances from Rules Section.</p> <p>Moved 600 square foot requirement from Introduction Section to Building Type and Use Rule.</p> <p>Added septic system requirement to building Type and Use Rule.</p>
07/09/2016	Change “supersedes” to “are in addition to” in Rules Specific to Ranch of the Rockies section.
02/10/2018	<b>Meetings Policy and Procedures (Board and Member Meetings)</b> Section 3 Election Procedures (for Board of Directors), b. Qualifications for Accepting a Vote, ii, page 8. Change “One vote per lot.” to “One vote per lot per ballot question.”
02/10/2018	<b>Examination, Inspection, and Copying of Association Records, Policies, and Procedures</b> , last sentence after item 4., page 8. Change “At the request of the seller, the Association must provide Association documents to the buyer.” to “At the request of the seller, the Association must provide Association documents to the seller.”
02/10/2018	<b>Reimbursement Policy</b> , first paragraph, second sentence, page 9. Change “(not to exceed \$200)” to (not to exceed \$300).
02/10/2018	<b>Prohibitions Contrary to Public Policy</b> , Item 4, letter a., page 10. Delete sentence “The vehicle has a gross weight rating of ten thousand pounds or less.”
02/10/2018	<b>Water Augmentation Plan</b> , page 10. Between the second and third sentence, insert “As per state regulations within limits, rain water is allowed to be collected from roof structures.”
02/10/2018	<b>Enforcement Policy and Procedures</b> , Item 13 Repetitious Violations, page 13, “Examples of Repetitious Violations...failure to move recreational vehicle from vacant lot by October 1 <sup>st</sup> .” Change to “November 1 <sup>st</sup> .”
02/10/2018	<b>Campers and Camping</b> , Item 1. Unimproved Lots, b. and c. and Item 2 Improved Lots, c, page 14, change “October 1” to “November 1.” Last sentence, insert “For the purpose of these rules and regulations, there will be no grandfathering of camping units...”
02/10/2018	<b>Real Estate Signs</b> , Item 6, page 15. Delete sentence. Replace with “All Signs must be posted within lot boundaries.”
02/10/2018	<b>Outdoor Lighting</b> , first section, last sentence, page 16, “All outdoor lighting fixtures (luminaires) shall be installed...” Insert to read, “All outdoor lighting fixtures (luminaries), including IREA fixtures, shall be installed ...”
02/10/2018	<b>Procurement Policies, Determining the Process</b> , Petty Cash, page 17, Delete sentence one and two. Item starts with “Receipts must be put in the box used for cash.”
02/10/2018	<b>Elements of a Contract Proposal</b> , Item 1, page 18, First sentence to add, “proof of general liability and workers comp. insurance”.

03/10/2018	<b>Meetings Policy and Procedures (Board and Member Meetings)</b> , Item 2 Board Meetings, page 6. Insert the addition of the Annual Budgeting Procedure as new letter g.
04/13/2019	<b>Collection Policy and Procedures, page 3, 5. Default in Payment of Dues or Assessments, (a)</b>
	clarification on members Not in good standing. <b>8. Dues Billing (b) Late Fees</b> – Updated dates. <b>(c) First Past Due Notice</b> – Renamed. <b>(d) Second Paste Due Notice</b> - Updated.
04/13/2019	<b>Meeting Policy and Procedure,</b> <b>1. Member Meetings (c) Not less than ten, nor more than sixty, days.</b> Updated to meet Colorado Revised Statutes. <b>2. Board Meetings (g) Annual Budget Procedure 1.</b> Updated to meet new CRS requirements; (3) updated to meet new CRS requirements; (4) removed.
04/13/2019	<b>Trash Compactor Policy, page 10</b> – Added policy regarding trash compactor use.
04/13/2019	<b>Rules Enforcement Committee, Architectural Review Committee, page 11</b> – Increased number of potential members. <b>Water Committee, page 10</b> – Added committee.
05/08/2020	<b>7.Dues Billing c.</b> Past Due Notice, changed to “A past due notice will be sent out April 1 <sup>st</sup> for any past due dues plus 20%.”
05/08/2020	<b>Dues Billing:</b> Items 9-18 added in accordance with Colorado Common Interest Ownership Act
05/08/2020	<b>Lot Appearance and Use;</b> Item 2 added “or trailer”; Item 3 added.
7/10/2021	<b>Page 14 item 12. Fine schedule.</b> Fines increased to \$100 for 2 <sup>nd</sup> and subsequent violations. <b>Page 14 item 13.</b> Revised example to illustrate new fine structure.
01/01/2022	<b>Page 3 item 2. b.</b> The dues assessment increased to one hundred and fifty-five dollars (\$155) per year per tract. <b>Page 15 Campers and Camping item 1. c.</b> ...a storage agreement (at a nominal fee of \$5 per month)
12/27/2022	<b>Incorporated HB 22-1137 Documents drafted by Legal Department</b> <b>Collection Policy &amp; Procedures</b> <b>Effective Date: August 9<sup>th</sup>, 2022</b>
12/27/2022	<b>Incorporated HB 22-1137 Documents drafted by Legal Department</b> <b>Conduct of Meetings Policy</b> <b>Effective Date: August 9<sup>th</sup>, 2022</b>
12/27/2022	<b>Incorporated HB 22-1137 Documents drafted by Legal Department</b> <b>Enforcement Policy</b> <b>Effective Date: August 9<sup>th</sup>, 2022</b>

